



Fayette County Board of Education Planning Meeting

Conference Room C
701 East Main Street
Lexington, KY 40502
July 08, 2019
5:30 PM

A. FINANCE CORPORATION MEETING	
B. CALL TO ORDER	Stephanie Spires
1. Roll Call	
C. EXTEND WELCOME TO GUESTS	
D. MOMENT OF SILENCE	
E. PLEDGE OF ALLEGIANCE	Daryl Love
F. READING OF MISSION STATEMENT	Daryl Love
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.	
G. 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. _____	
H. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:	
1. Introductions	
2. Student Performance	
a. Performance, Spencer Berry, Locust Trace AgriScience Center	
3. Recognitions	
a. Recognition, Melanie Trowel, Leestown Middle, 2020 KEA Teacher of the Year	
4. Proclamations	
I. REPORTS AND COMMUNICATIONS:	
1. Progress Reports	
a. Superintendent's Report	Emmanuel Caulk
1. Academic Services	
2. Equity Report	Miranda Scully
3. Operations & Support	Myron Thompson
4. Comprehensive 10 Point Safety Investment Plan	

2. Remarks by Citizens (persons who have signed up to speak):	
Fayette County Board of Education Policy 01.45 states,	
<p>“...Members of the public may address the Board during the period set aside by the Board without submitting an item for the agenda. No action shall be taken during this portion of the meeting on issues raised by employees or the public unless deemed an emergency by the Board...”</p> <p>Please note: Speakers will not be allowed to make any disparaging or critical remarks about individuals or employees of the District. Critical comments or complaints are processed through the District’s complaint procedures, which afford the individuals to whom comments or complaints are directed, the opportunity for response and due process.</p> <p>a. There are two opportunities for the public to address the Board: At the beginning of the meeting, the public, who have signed up prior to the meeting, is invited to speak on items that are On the agenda. This is not intended to be a time for debate, however, the Board will take the public's input into consideration when making their final decision this evening. Each speaker will be allowed a maximum of 5 minutes.</p> <p>At the end of the meeting, members of the public who have signed up prior to the meeting are invited to address the Board on any topic of District-related concern that is NOT on the official agenda for this meeting (Policy # 01.45). Please know that since these items are not on tonight's agenda, our Board may or may not comment. It is important to know that this is not intended to be a time where issues will be debated. The Chair will determine the amount of time for each speaker, depending upon the lateness of the hour and the number of speakers.</p>	
J. APPROVAL OF ROUTINE MATTERS:	
K. APPROVAL OF CONSENT ITEMS:	
1. Award of Bids/ Proposals	John White/Myron Thompson
2. Post Approval Report Placeholder	Rodney Jackson
3. Special and Other Leaves of Absence	Jennifer Dyar
4. Shortened School Days - Special Education	Amanda Dennis
5. Approval of a Proposed Change Order (No. Fourteen) to the Contract for the Construction of Brenda Cowan Elementary School (New Elementary School at Athens-Boonesboro Road) BG 17-185	Myron Thompson
6. Approval of a Proposed Change Order (No. Thirteen) to the Contract for the Construction of Brenda Cowan Elementary School (New Elementary School at Athens-Boonesboro Road) BG 17-185	Myron Thompson
L. APPROVAL OF ACTION ITEMS (PLANNING):	
1. Contract Amendment with Lexington Fayette Urban County Health Department	Debbie Boian
2. CONTRACT - TNTP	Lori Bowen
3. Social Emotional Learning Curricula	Raine Minichan/Tricia Crowe
4. Requests from Principals for Extended Trips	Chiefs of Schools
5. Approval of Instructional School Fees for 2019-2020	Chief of High Schools
6. Professional Leave by District Personnel	Jennifer Dyar

7. Approve the Recommendation from the Local Planning Committee (LPC) to Amend the Current (2017) District Facility Plan (DFP) and Board to Establish a Date, Time and Location for the Public Hearing in Regards to this Amended DFP	Myron Thompson
8. Approval of Third-Party Special Inspection Agreement for the Renovation of 1555 Georgetown Road to house the STEAM Academy and the Success Academy BG# 19-163	Myron Thompson
9. Approval of Commissioning Agent Agreement for the Renovation of 1555 Georgetown Road to house the STEAM Academy and the Success Academy BG# 19-163	Myron Thompson
10. Approval of Bid, Interim and Proposed Contract, and a Revision to the BG-1 Project Application for the Renovation of 1555 Georgetown Road to house the STEAM Academy and the Success Academy BG# 19-163	Myron Thompson
11. Award of Calendar Bid	Myron Thompson
12. 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 2019	John White/Myron Thompson
M. PLANNING DISCUSSION/INFORMATIONAL ITEMS:	
1. Biannual Construction Report (as of June 30, 2019)	Myron Thompson
2. School Activity Fund Placeholder	Rodney Jackson
3. Personnel Changes	Jennifer Dyar
N. ORAL COMMUNICATIONS:	
1. Public	
NOTICE: Our next item is where members of the public may address the Board on any topic of District-related concern that is NOT on the official agenda for this meeting (Policy # 1.45). Please know that since these items are not on tonight's agenda our Board may or may not comment. It is important to know that this is not intended to be a time where issues will be debated. The Chair will determine the amount of time for each speaker, depending upon the lateness of the hour and the number of speakers.	
2. Board Request Summary	
A motion is in order to approve the following Board requests:	
a. _____	
b. _____	
c. _____	
3. Other Business	
a. Board Discussion of Board Work	
b. Staff	
O. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:	
A motion is in order to: "make the agenda dated July 8, 2019 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim."	
P. 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.	
Q. 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.

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.
Conference Room C – July 8, 2019**

A. Call to order by the President, Stephanie Spires at _____ PM.

B. A motion is in order to:
Approve the minutes of the October 22, 2018 meeting.

Moved by _____, Seconded by _____ Vote _____

C. A motion is in order to:
Approve a resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2019 in the approximate amount of \$26,890,000 (Twenty Six Million Eight Hundred Ninety Thousand Dollars) for the purposes of financing the construction, installation, and equipping of renovation and other improvements to STEAM Academy and the Success Academy located at 1555 Georgetown Road, Lexington, Kentucky 40511; and paying related costs, such sale and issuance being contingent upon the approval by the Fayette County Board of Education, and approving a Contract of Lease and Rent with the Board of Education and related documents.

Moved by _____, Seconded by _____ Vote _____

D. Motion to adjourn:

Moved by _____, Seconded by _____ Vote _____

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

A special meeting of the Board of Directors of Fayette County School District Finance Corporation (the “**Corporation**”) was convened on October 22, 2018, at approximately 5:53 p.m., EDT, at the Fayette County Board of Education offices in Lexington, Kentucky, pursuant to call and written notice duly given in accordance with KRS 273.257 and KRS 61.823.

The following Directors were present: Raymond Daniels, Vice President, Stephanie Spires, and Daryl Love. Also present, among others, were Emmanuel Caulk, Secretary of the Board of Education and Superintendent of Fayette County Schools; John White, Treasurer of the Board of Education and Chief Financial Officer of the Board of Education; and Myron Thompson, Chief Operating Officer of the Board of Education.

It having been determined that a quorum of the Directors was present for the transaction of business, the meeting was called to order by Vice President Daniels.

Vice President Daniels first requested approval of the minutes of the last meeting of the Board of Directors of the Corporation. On motion duly made by Director Daryl Love, seconded by Director Stephanie Spires, the minutes of the last meeting were approved.

Vice President Daniels next requested a motion to elect or confirm the following individuals as officers of the Corporation:

Name	Title	Office	Election/Confirmation
Stephanie Spires	Chairwoman of the Board of Education	President of the Corporation	Election
Raymond Daniels	Vice Chairman of the Board of Education	Vice President of the Corporation	Confirmation
John White	Chief Financial Officer of the Board of Education	Treasurer of the Corporation	Confirmation
Emmanuel Caulk	Superintendent of Fayette County School District	Secretary of the Corporation	Confirmation

Director Daryl Love moved for a vote to elect or confirm the foregoing individuals as officers of the Corporation, which was seconded by Director Stephanie Spires. Vice President Daniels put the question to vote and all Directors voted “aye.” The President then declared herself to be the President of the Corporation, Raymond Daniels to be the Vice President of the Corporation, John White to be the Treasurer of the Corporation, and Emmanuel Caulk to be the Secretary of the Corporation.

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

CERTIFICATION

I, the undersigned Secretary of the Fayette County School District Finance Corporation (the "**Corporation**"), do hereby certify that (1) the foregoing is a true copy of portions of the minutes of a special meeting of the Board of Directors of the Corporation duly held on October 22, 2018, as the same appear in the Corporation's minute book in my custody and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

IN WITNESS WHEREOF, I have executed this Certification this October 22, 2018.

Emmanuel Caulk, Secretary
Fayette County School District
Finance Corporation

BOND RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, SERIES 2019, FOR THE PURPOSES OF (A) FINANCING THE CONSTRUCTION, RENOVATION, INSTALLATION, AND EQUIPPING OF THE STEAM ACADEMY AND THE SUCCESS ACADEMY TO BE LOCATED AT 1555 GEORGETOWN ROAD AND (B) PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2019 BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2019 BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

Adopted July 8, 2019

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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 2019, FOR
THE PURPOSES OF (A) FINANCING THE CONSTRUCTION,
RENOVATION, INSTALLATION, AND EQUIPPING OF THE
STEAM ACADEMY AND THE SUCCESS ACADEMY TO BE
LOCATED AT 1555 GEORGETOWN ROAD AND (B) PAYING
RELATED COSTS; PROVIDING FOR THE CREATION OF A
FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE
SERIES 2019 BONDS AS AND WHEN THEY BECOME DUE;
AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN
SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF
FAYETTE COUNTY; PROVIDING FOR A PUBLIC,
COMPETITIVE SALE OF THE SERIES 2019 BONDS; AND
AUTHORIZING RELATED DOCUMENTS AND ACTIONS.**

PREAMBLE

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

WHEREAS, the Board of Education of Fayette County, Kentucky has directed the Fayette County School District Finance Corporation to finance the construction, renovation, installation, and equipping of the STEAM Academy and the Success Academy to be located at 1555 Georgetown Road in Lexington, Kentucky, including buildings, additions, structures, fixtures, equipment, furnishings, appurtenances, improvements, and the site thereof, all within the boundaries of the Fayette County School District; and

WHEREAS, the Corporation will assist in providing funds to pay costs (to the extent not otherwise provided to be paid) of the construction, renovation, installation, and equipping of the Projects, and the plans and specifications for the Projects have been prepared and filed in the office of the Board of Education and approved by the Board of Education and by the State Department of Education, and contracts for the construction, renovation, installation, and equipping of the Projects have been or may be duly awarded, subject to the issuance of the bonds as herein described; 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 construction, renovation, installation, equipping, and related costs of the Projects, it has been determined to be necessary to issue the Series 2019 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 2019 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 \$26,890,000 aggregate principal amount of Series 2019 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 \$2,685,000 (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 2019 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 2019 Bonds.

(a) Payment Of Principal And Interest; Other Provisions. The Series 2019 Bonds shall be dated the date of original issuance and delivery and shall bear interest payable on each February 1st and August 1st, beginning February 1, 2020, to maturity or redemption and payment of the Series 2019 Bonds. Interest on each Series 2019 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. U.S. Bank National Association, Louisville, Kentucky, 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 2019 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 2019 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 2019 Bonds shall be numbered separately from 1 upward.

Principal of and interest on Series 2019 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 2019 Bonds shall bear interest at a rate or rates to be established by the Corporation on the basis of competition after the Series 2019 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 2019 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 2019 Bonds shall mature and/or be subject to mandatory redemption on February 1 of the years 2020 through 2039, in such principal amounts, and shall bear interest payable semiannually on February 1 and August 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 2019 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 2019 Bonds Issued In Book-Entry Form. The Series 2019 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 2019 Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2019 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 2019 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 2019 Bonds in Book-Entry Form.

Except when the Series 2019 Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2019 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 2019 Bond, the person in whose name the Series 2019 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 2019 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 2019 Bonds;

- (ii) the delivery to any Participant, any beneficial owner of the Series 2019 Bonds, or any other person, other than the Securities Depository, of any notice with respect to the Series 2019 Bonds; or

- (iii) the payment to any Participant, any beneficial owner of the Series 2019 Bonds, or any other person, other than the Securities Depository, of any amount with respect to the principal or interest on the Series 2019 Bonds.

So long as any Series 2019 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 2019 Bonds for all purposes whatsoever, including:

- (i) the payment of principal and interest on the Series 2019 Bonds;
- (ii) giving notices of redemption and other matters with respect to the Series 2019 Bonds;
- (iii) registering transfers with respect to the Series 2019 Bonds;
- (iv) selection of Series 2019 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 2019 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 2019 Bonds to the Registered Holders.

Payment of principal of and interest on any Series 2019 Bonds not registered in Book-Entry Form shall be made as provided in Section 2(a) hereof.

Section 3. Redemption Of Series 2019 Bonds.

(a) Mandatory Sinking Fund Redemption. If the successful bidder and original purchaser of the Series 2019 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 2019 Bonds to such original purchaser, the Series 2019 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 February 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 2019 Bonds maturing on and after February 1, 2027, are subject to redemption by the Corporation, at its option, before maturity on and after August 1, 2026, 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 Series 2019 Bonds maturing on and after February 1, 2027, 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 2019 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 2019 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 2019 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 2019 Bond shall not affect the validity of any proceedings for the redemption of any other Series 2019 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.

Before the date fixed for redemption of Series 2019 Bonds, funds shall be deposited by the Corporation or the Board of Education with the Paying Agent and Bond Registrar to pay, and the Paying Agent and Bond Registrar is hereby authorized and directed to deposit such funds into the Sinking Fund hereinafter identified and to apply such funds to the payment of, the Series 2019 Bonds or portions thereof called for redemption, together with accrued interest thereon to the

redemption date. Upon the giving of notice and the deposit of adequate funds in the Sinking Fund for redemption of Series 2019 Bonds, interest on the Series 2019 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 2019 Bond or portion thereof called for redemption until such Series 2019 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 2019 Bond.

A portion of any Series 2019 Bond subject to redemption may be redeemed, but Series 2019 Bonds shall be redeemed only in the principal amount of \$5,000 each or any integral multiple thereof. Upon surrender of any Series 2019 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 2019 Bond to the Paying Agent and Bond Registrar, at the Corporation's expense, a new Series 2019 Bond or Series 2019 Bonds of the same maturity, of authorized denominations, and in aggregate principal amount equal to the unredeemed portion of the Series 2019 Bond surrendered.

With reference to Section 16 hereof, if the date of competitive sale of the Series 2019 Bonds (presently contemplated to be August 6, 2019) is postponed and rescheduled for a later time in calendar year 2020 (through July 1, 2020), 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 2019 Bonds, including the date of the Series 2019 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 2019 Bonds; Limited Obligation. The Series 2019 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 2019 Bonds shall cease to be such officer before the delivery of such Series 2019 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 2019 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 2019 Bonds in the manner and to the extent provided herein. The Series 2019 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 2019 Bonds or the interest thereon or other costs incident thereto except from the revenues and amounts pledged therefor.

Section 5. Form Of Series 2019 Bonds. The Series 2019 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 2019 Bonds. If any Series 2019 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 2019 Bond of like series, date, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Series 2019 Bond, such Series 2019 Bond shall first be surrendered to the Paying Agent and Bond Registrar, and in the case of any lost, stolen, or destroyed Series 2019 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 2019 Bond shall have matured, in lieu of issuing a duplicate Series 2019 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 2019 Bond their reasonable fees and expenses in this connection.

Section 7. Registration, Authentication, Transfer, And Exchange Of Series 2019 Bonds. So long as any Series 2019 Bonds remain outstanding, the Paying Agent and Bond Registrar shall keep and maintain at its designated office, complete registration books for the Series 2019 Bonds and shall provide for the registration and transfer of Series 2019 Bonds in accordance with the terms of this Resolution. Each Series 2019 Bond shall be authenticated by the Paying Agent and Bond Registrar. Except as may be otherwise provided in Section 2(b) hereof for Series 2019 Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2019 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 2019 Bond, duly endorsed for transfer or accompanied by any assignment for transfer, the Paying Agent and Bond Registrar shall transfer such Series 2019 Bond within a period of three days by reissuing such Series 2019 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 2019 Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2019 Bonds to be redeemed before maturity and ending on

the date of mailing of notice of any such redemption or (b) if such Series 2019 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 2019 Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2019 Bond shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2019 Bond or Series 2019 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 2019 Bond or Series 2019 Bonds presented for exchange. The Paying Agent and Bond Registrar shall and is hereby authorized to authenticate and deliver Series 2019 Bonds delivered in exchange for surrendered Series 2019 Bonds in accordance herewith. Each Series 2019 Bond delivered in exchange for a surrendered Series 2019 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 2019 Bond or Series 2019 Bonds in lieu of which any Series 2019 Bond is delivered in exchange. Any Series 2019 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 2019 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 2019 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 2019 Bond. However, the Registered Holder of any Series 2019 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 2019 Bond.

Section 8. Destruction of Series 2019 Bonds. Whenever any outstanding Series 2019 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 2019 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 2019 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 U.S. Bank National Association, Louisville, Kentucky, or such other bank or trust company as the Treasurer of the Corporation shall select, as Paying Agent and Bond Registrar for the Series 2019 Bonds. Pursuant to a Paying Agency Agreement, the Paying Agent

and Bond Registrar shall maintain a complete and current record of each Series 2019 Bond issued, the name and address of each Registered Holder of any Series 2019 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 2019 Bonds and pay principal on the Series 2019 Bonds as herein provided.

The recitals of fact herein and in the Series 2019 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 2019 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 2019 Bonds. The Paying Agent and Bond Registrar shall not be under any responsibility or duty with respect to the issuance of the Series 2019 Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Corporation. The Paying Agent and Bond Registrar shall be under no obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. The Paying Agent and Bond Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document reasonably believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Paying Agent and Bond Registrar may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Paying Agent and Bond Registrar shall deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, including payment of moneys out of any fund, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an authorized officer of the Corporation and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent and Bond Registrar may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidences as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the Corporation to the Paying Agent and Bond Registrar shall be sufficiently executed if executed in the Corporation's name by its President, Secretary, or Treasurer. The Paying Agent and Bond Registrar may execute any of its trusts or powers and perform any of its duties under this Resolution by or through attorneys, agents or employees.

The Corporation shall pay to the Paying Agent and Bond Registrar from time to time reasonable compensation for all services rendered under this Resolution and the Paying Agency Agreement, and also all reasonable expenses, charges, counsel fees, and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. The Corporation further agrees to indemnify

and hold the Paying Agent and Bond Registrar harmless against any losses, claims, damages, fines, penalties, expenses (including reasonable attorneys' fees and expenses), and liabilities that the Paying Agent and Bond Registrar may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or willful misconduct. This indemnification shall survive the termination of this Resolution.

The Paying Agent and Bond Registrar may become the owner of any Series 2019 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 2019 Bonds or this Resolution, whether or not any such committee shall represent the holders of a majority in principal amount of the Series 2019 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 2019 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 August 1st of each year and ending on each succeeding last day of July, 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 2019", 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 2019 Bonds as the same are scheduled to become due. All sums received as accrued interest in the issuance of the Series 2019 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 2019 Bonds shall be the sum required to pay the interest coming due on the Series 2019 Bonds on February 1st of such rental year, together with

the Series 2019 Bonds maturing on February 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 2019 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 2019 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 2019 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 2019 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 2019 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 1st day of February and August of the respective rental years, the first such payment to be made on or before February 1, 2020. 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 2019 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 2019 Bond or Series 2019 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 2019 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 2019 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 2019 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 2019 Bonds; provided, however, that said statutory mortgage lien is and shall be restricted in its application to the Projects, 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 2019 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 2019 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 2019 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 2019 Bond or Series 2019 Bonds.

If there is any default in the payment of the principal of or interest on any Series 2019 Bond, then upon the filing of suit by any holder of the Series 2019 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 2019 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 2019 Bonds. Series 2019 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 2019 Bonds regardless of the fact that they may be actually issued and delivered at different times.

Section 14. Additional Series 2019 Bonds. While any of the Series 2019 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 2019 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 2019 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, and the interest payment dates for such additional bonds shall be February 1st and August 1st of each year, and the principal maturity dates shall be February 1st or August 1st in any year when principal is scheduled to be paid.

Section 15. Receipts and Disbursements. So long as any Series 2019 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 2019 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 2019 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 2019 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 2019 Bonds and the Projects, and shall furnish on written request of any holder of Series 2019 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 2019 Bond Sale. It is hereby ordered that a Notice of Bond Sale be published in the newspapers required by law soliciting sealed, competitive bids for the purchase of the Series 2019 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 June 1, 2020). 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 2019 Bonds will be awarded to the bidder offering to purchase the Series 2019 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 2019 Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2019 Bonds.

The Corporation reserves the right to increase the total amount of Series 2019 Bonds sold to the best bidder by an amount not exceeding \$2,685,000 (in \$5,000 denominations) or decrease the total amount of the Series 2019 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 2019 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 2019 Bonds without changing the total amount of Series 2019 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 2019 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 2019 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 published 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 2019 Bonds at the public sale thereof, is acting as financial advisor to the Corporation in connection with the issuance of the Series 2019 Bonds and will receive a fee, payable from Series 2019 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 2019 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 2019 Bonds shall not exceed 6% per annum.

If three or more bids for the Series 2019 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 2019 Bonds, which prices will represent the prices for each Maturity of the Series 2019 Bonds used by the Successful Purchaser to formulate its bid to purchase the Series 2019 Bonds.

If less than three bids for the Series 2019 Bonds are received as a result of the competitive sale, the Successful Purchaser, by submitting a bid pursuant to the published 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 2019 Bonds (i) the first price at which at least 10% of each Maturity of the Series 2019 Bonds was sold to the Public, or (ii) that the Successful Purchaser will neither offer nor sell any of the Series 2019 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 in advertising the Series 2019 Bond sale 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds and the investment of the proceeds thereof.

Section 17. Disposition Of Proceeds Of The Series 2019 Bonds. When the Series 2019 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 2019 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 2019 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 2019" (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 2019 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 2019 Bond proceeds being held in the Construction Fund for the costs of the construction, renovation, installation, and equipping 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 construction, renovation, installation, and equipping 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 2019 Bonds deposited into the Construction Fund and the earnings thereon shall be used to pay the costs of construction, renovation, installation, and equipping of the Projects, and related capital costs (including interest during construction). Each disbursement of funds from the Construction Fund made by the Board of Education to pay the

costs of the construction, renovation installation, and equipping 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 construction, renovation, installation, and equipping of the Projects shall be made upon checks drawn upon the Depository Bank by the Treasurer of the Board of Education, accompanied by a voucher signed by the architect having supervision of the portion of the Projects for which the payment is to be made to the effect that the amount of said check has been earned by the payee thereof under the terms of the construction contract or a supply contract; provided, however, that with respect to the expenditures required otherwise than as an incident to the construction contracts or a supply contract which is under the supervision of the appropriate architect, the supporting voucher may be signed by the Chairperson or Secretary of the Board of Education. If, before the time when the Series 2019 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 surveys, architect's fees, and amounts due to the contractor and to others, the aggregate of all such advances may be reimbursed to the Board of Education upon presentation by the Board of Education of statements signed by the Chairperson or Secretary of the Board of Education with regard thereto, in detail showing (a) that the amount or amounts for which reimbursement is requested are proper charges against the costs of the construction, renovation, installation, and equipping 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 construction, renovation, installation, and equipping 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 construction, renovation, installation, and equipping of the Projects.

After all payments from the Construction Fund have been made for the costs of the construction, renovation, installation, and equipping of the Projects on the sites described in the Contract of Lease and Rent according to plans and specifications filed in the office of the Board of Education and approved by the Board of Education and by the Kentucky Department of Education, 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 2019 Bonds when redeemable, and such balance shall not be invested at a yield exceeding the yield on the Series 2019 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 2019 Bonds, or (b) the date all Series 2019 Bonds shall have been duly called for redemption and the amount necessary to pay the Series 2019 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 2019 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 2019 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 2019 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 2019 Bonds then, upon the filing of suit by any holder of the Series 2019 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 2019 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 2019 Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Series 2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other sources, will not be invested or used in a manner that will cause the Series 2019 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 2019 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 2019 Bonds (i) less than 10% of the proceeds of the Series 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds will be used for construction 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 2019 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 2019 Bonds, the Corporation will take all action necessary to comply therewith.

(c) The Series 2019 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 2019 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 2019 Bonds does not exceed 120% of the remaining weighted average useful life of the facilities comprising the Projects.

(g) Neither the Corporation nor the Board of Education has previously expended any sums on the Projects that are to be reimbursed from the proceeds of the Series 2019 Bonds, other than (i) certain preliminary expenditures such as engineering and planning costs not exceeding 20% of the cash proceeds of the Series 2019 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 2019 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 2019 Bonds are sold pursuant to a common plan of financing together with the Series 2019 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 2019 Bonds.

(i) The Corporation will not use or permit the use of any of the funds provided by the Series 2019 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 2019 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 2019 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 2019 Bond no material change in the provisions of this Resolution may be made except as herein provided until all of the Series 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds to and on said date, or (b) to pay all principal and interest requirements on such Series 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 July 8, 2019; 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 July 8, 2019, 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 July 8, 2019.

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 2019 Bonds and principal and interest payments thereon may be transferred only through a book entry and (ii) physical Series 2019 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 2019 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 July 8, 2019 regarding the Series 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds are invested (other than investments attributable to an excess described in this clause (i)); over
 - (2) the amount which would have been earned if such nonpurpose investments (other than amounts attributable to an excess described in this clause (i)) were invested at a rate equal to the yield on the Series 2019 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 J.J.B. Hilliard, W.L. Lyons, LLC, a Baird company, in its capacity as the Corporation’s financial advisor with respect to the issuance of the Series 2019 Bonds.

“Holding Period” means, with respect to a Maturity of the Series 2019 Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Successful Purchaser has sold at least 10% of such Maturity to the Public at prices that are no higher than the initial offering price for such Maturity.

“KRS” means the Kentucky Revised Statutes.

“Maturity” means Series 2019 Bonds with the same credit and payment terms. Series 2019 Bonds with different maturity dates, or Series 2019 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 2019 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 2019 Bonds.

“Paying Agent and Bond Registrar” means U.S. Bank National Association, Louisville, Kentucky, in its capacity as the Paying Agent and Bond Registrar for the Series 2019 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 2019 Bonds, the Corporation, and the Board of Education.

“Projects” means the construction, renovation, installation, and equipping of the STEAM Academy and the Success Academy located at 1555 Georgetown Road, 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 Revenue Bonds, Series 2019 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 February 1st or August 1st interest payment date for the Series 2019 Bonds.

“Registered Holder” means each person in whose name a Series 2019 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 2019 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 2019 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 2019 Bonds” means Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2019 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 2019” 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 2019 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 2019 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 2019 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 2019 Bonds to the Public).

EXHIBIT B
TO BOND RESOLUTION

FORM OF SERIES 2019 BOND

No. _____ \$ _____

UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION
SCHOOL BUILDING REVENUE BONDS
SERIES 2019

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
---------------	---------------	-----------	-------

_____ %	_____	_____	_____
---------	-------	-------	-------

REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That the Fayette County School District Finance Corporation (the “**Corporation**”), a nonprofit Kentucky corporation acting as an agency, instrumentality, and constituted authority of and on behalf of the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), for value received, hereby promises to pay to the registered holder identified above (the “**Registered Holder**”), or registered assigns, solely and only from the special fund pledged for that purpose as hereinafter referred to and not otherwise, the principal amount set out above, on the maturity date set out above, and to pay interest from the same source on the unpaid balance of said sum at the interest rate per annum set out above, payable on the first days of February and August in each year, beginning February 1, 2020, until payment of the principal amount of this Series 2019 Bond has been made to the Registered Holder hereof. Each such interest payment shall represent interest accruing on this Series 2019 Bond from the later of the Bond Date set out above or the most recent interest payment date (February 1st or August 1st) to which interest has been paid or duly provided for.

Interest accruing on this Series 2019 Bond (if not registered in book-entry form to a securities depository) shall be payable as aforesaid by check drawn upon U.S. Bank National Association, 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 2019 Bond for payment at the designated office of the Paying Agent and Bond Registrar.

This Series 2019 Bond is one of a duly authorized issue of Bonds of the Corporation designated "Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2019" (the "**Series 2019 Bonds**"), issued in the original principal amount of \$_____, authorized and issued by the Corporation pursuant to a Resolution duly adopted by its Board of Directors (the "**Bond Resolution**") for the purpose of providing funds to pay for the costs of the construction, renovation, installation, and equipping of the STEAM Academy and the Success Academy located at 1555 Georgetown Road, Lexington, Kentucky (the "**Projects**"), and to pay related costs, and this Series 2019 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 2019 Bonds are issued and the terms and conditions upon which the Series 2019 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 2019 Bonds maturing on February 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 February 1st, beginning February 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>February 1</u>	Principal <u>Amount</u>
_____	\$_____
_____	_____
_____	_____

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

The Series 2019 Bonds maturing on and after February 1, 2027, are subject to redemption by the Corporation, at its option, before maturity on and after August 1, 2026, 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 2019 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 2019 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 2019 Bond shall not affect the validity of the redemption of any other Series 2019 Bond. Such redemption notice shall set forth in detail the redemption provisions.

This Series 2019 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 2019 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 2019". This Series 2019 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 2019 Bonds. Funds for such payments on the Series 2019 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, and from certain participation payments made by the Commission under a biennium-to-biennium participation agreement with the Board of Education.

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 2019 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 2019 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 2019 Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2019 Bonds to be redeemed before maturity and ending on the date of mailing of notice of any such redemption or (b) if this Series 2019 Bond has been selected or called for redemption in whole or in part.

Series 2019 Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2019 Bond or Series 2019 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 2019 Bond or Series 2019 Bonds presented for exchange. The Paying Agent and Bond Registrar shall authenticate and deliver Series 2019 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 2019 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 2019 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 2019 Bonds.

This Series 2019 Bond is exempt from ad valorem taxation by the Commonwealth of Kentucky and by all of the political subdivisions thereof.

This Series 2019 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 2019 BOND]

IN WITNESS WHEREOF, the Fayette County School District Finance Corporation has caused this Series 2019 Bond to be executed with the manual or reproduced facsimile of the official signature of its President, to be sealed by an impression or a reproduced facsimile of an impression of the Corporation's official seal 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 2019 Bond, which is the Bond Date set out above.

(Corporate Seal)

FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION

By: (manual or facsimile signature)
President

Attest:

By: (manual or facsimile signature)
Secretary

CERTIFICATE OF AUTHENTICATION

The undersigned hereby certifies that this is one of the Series 2019 Bonds described above.

U.S. BANK NATIONAL ASSOCIATION
Louisville, Kentucky
Paying Agent and Bond Registrar

By: (manual signature)
Authorized Officer

Authentication Date: _____

ASSIGNMENT

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

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

_____ the within Series 2019 Bond and does hereby irrevocably constitute and appoint _____

_____ attorney to transfer the said Series 2019 Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Series 2019 Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

CONTRACT OF LEASE AND RENT

This **CONTRACT OF LEASE AND RENT** (this “**Contract**”), is dated as of August 27, 2019, 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 the construction, renovation, installation, and equipping of the STEAM Academy and the Success Academy to be located at 1555 Georgetown Road, Lexington, Kentucky, including buildings, additions, structures, fixtures, equipment, furnishings, appurtenances, improvements, and the sites thereof (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, dated July 8, 2019 (the “**Bond Resolution**”), authorized, offered, and competitively sold its School Building Revenue Bonds, Series 2019 in a preliminary aggregate principal amount of \$26,890,000 (subject to adjustment as provided therein) (the “**Series 2019 Bonds**”) for the purposes of financing the major portion of the costs of the construction, renovation, installation, and equipping, of the Projects and paying related costs;

NOW, THEREFORE, the Corporation hereby agrees to cause the Projects to be constructed, renovated, installed, and equipped in accordance with the plans and specifications prepared for the Board of Education 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 2019 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 August 1st and ending on the next succeeding July 30th

(the last such rental year ending on July 30, 2039) shall be a sum equal to the interest payment on the Series 2019 Bonds which will become due on February 1st during such rental year plus the principal amount of Series 2019 Bonds which will mature and interest which will become due on February 1st immediately following the close of such rental year, based upon the interest rates made applicable to the Series 2019 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 February 1 and August 1 of the respective rental years, beginning February 1, 2020, 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 2019 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, constructed, installed, and equipped 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 August 1st 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 July 30, 2039, 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 2019 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 2019 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 2019 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 2019 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 August 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds that so long as any of the Series 2019 Bonds remain outstanding, each of them adopts and will comply or cause compliance with the tax covenants and representations contained in Section 21 of the Bond Resolution, which provisions are adopted by reference as a part of this Contract.

(Signature Page To Follow)

[SIGNATURE PAGE TO CONTRACT OF LEASE AND RENT]

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

**FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION**

By: _____
Stephanie Spires
President

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

By: _____
Stephanie Spires
Chairperson

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

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

My Commission expires: _____

WITNESS my hand this _____ day of _____, 2019.

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 _____, 2019.

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

Georgetown Road Project Site

All of Consolidated Tract 2 of the Magna Entertainment Corp. (Rose Investments One, Ltd.) Property as shown by the Easement Minor and Consolidation Plat thereof of record in Plat Cabinet M, Slide 98 in the Fayette County Clerk's Office consisting of 22.42 Acres and known as 1501, 1551, and 1555 Georgetown Road.

Both sites being the same property conveyed to the Fayette County School District Finance Corporation from the Board of Education of Fayette County, Kentucky by deed dated May ____, 2019 and of record in Deed Book ____, Page ____, Fayette County Clerk's Office.

NOTICE OF BOND SALE

Fayette County (Kentucky) School District Finance Corporation (the “**Corporation**”) will, until 11:00 a.m., EDT, on August 6, 2019 (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 \$26,890,000 (subject to adjustment) School Building Revenue Bonds, Series 2019 (the “**Series 2019 Bonds**”), as described in the Preliminary Official Statement.

The Series 2019 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 without further newspaper advertising (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, J.J.B. Hilliard, W.L. Lyons, LLC, a Baird company, at <http://pos.hilliard.com> or Public Finance Department, 500 West Jefferson Street, Suite 700, 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

\$26,890,000* Fayette County School District Finance Corporation
School Building Revenue Bonds, Series 2019
Bids due by 11:00 a.m., Eastern Daylight Time ("EDT"), August 6, 2019

Bid Date: August 6, 2019

Bid Time: By 11:00 a.m. EDT

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

NOTICE IS HEREBY GIVEN that pursuant to the published 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 2019 Bonds**"). Bids for the Series 2019 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 2019 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 2019 Bonds. Purchases of beneficial interests in the Series 2019 Bonds may be made in book-entry form only, in the principal amount of \$5,000 or any multiple of \$5,000. The Series 2019 Bonds will mature, or be subject to mandatory sinking fund redemption, as described in the Preliminary Official Statement for the Series 2019 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 2019 Bonds:

* Preliminary, subject to change.

Maturity Date <u>February 1</u>	Principal <u>Amount*</u>	Maturity Date <u>February 1</u>	Principal <u>Amount*</u>
2020	\$1,550,000	2030	\$4,080,000
2021	200,000	2031	3,840,000
2022	505,000	2032	1,930,000
2023	450,000	2033	1,445,000
2024	725,000	2034	1,070,000
2025	775,000	2035	1,045,000
2026	855,000	2036	955,000
2027	860,000	2037	810,000
2028	2,200,000	2038	790,000
2029	2,170,000	2039	635,000

The Series 2019 Bonds maturing on and after February 1, 2027, are subject to redemption by the Corporation, at its option, before maturity on and after August 1, 2026.

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 2019 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, J.J.B. Hilliard, W.L. Lyons, LLC, 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 2019 Bonds shall be required to wire transfer, by the close of business on August 7, 2019, to U.S. Bank National Association, Louisville, Kentucky, for the credit of the Corporation, an amount equal to 2.0% of the amount of Series 2019 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 2019 Bonds. If the successful bidder should fail to accept and pay for the Series 2019 Bonds when tendered for delivery and payment, the Good Faith Deposit will be retained by the Corporation as agreed liquidated damages.

* Preliminary, subject to change.

Bidders are required to bid a cash price for each maturity of the Series 2019 Bonds and a cash price of not less than 98.5% of the aggregate principal amount of the Series 2019 Bonds for which a bid is submitted (excluding original issue discount, if any). Bidders shall specify the annual rate or rates of interest to be borne by the Series 2019 Bonds, which shall be in multiples of 1/8 or 1/20 of 1%. All Series 2019 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 2019 Bonds. On delivery of the Series 2019 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 2019 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 2019 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 2019 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 2019 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 2019 BONDS

The Series 2019 Bonds will be awarded to the bidder offering to purchase the Series 2019 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 2019 Bonds will be deemed to mature on February 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 2019 Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2019 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 2019 Bonds in the aggregate, or in the amounts of the Series 2019 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. EDT, 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. EDT, on the sale date. The decision of the Corporation as to the award of the Series 2019 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 2019 Bonds in any amount (in \$5,000 denominations) not to exceed \$29,575,000 if the Corporation determines the total amount of such increase in the total amount of the Series 2019 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 2019 Bonds (or mandatory sinking fund installments for Term Bonds). The Corporation also reserves the right to adjust the aggregate principal amount of the Series 2019 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 2019 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 2019 Bonds (or mandatory sinking fund installments for Term Bonds). The Corporation further reserves the right to adjust the stipulated maturities of the Series 2019 Bonds (or mandatory sinking fund installments for Term Bonds) without changing the total amount of the Series 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds.

ISSUE PRICE CERTIFICATION

The Corporation is offering the Series 2019 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 2019 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 2019 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 2019 Bonds to the bidder who submits a firm offer to purchase the Series 2019 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 2019 Bonds to the public will satisfy the competitive sale requirements.

In the event that the initial sale of the Series 2019 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 2019 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 2019 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2019 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 2019 Bonds, the winning bidder shall agree, on behalf of the underwriters participating in the purchase of the Series 2019 Bonds, that the underwriters will neither offer nor sell any maturity of the Series 2019 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 (5th) 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 2019 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 2019 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 (5th) 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 2019 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 2019 Bonds to the public, the agreement of each broker-dealer who is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Corporation further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer who is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds to the public), and

(iii) a purchaser of any of the Series 2019 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 2019 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 2019 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 2019 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 2019 Bonds is expected to be made at DTC in New York, New York, on or about August 27, 2019.

If any purchaser shall wrongfully fail or refuse to accept and pay for the Series 2019 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 2019 Bonds, any event should occur which adversely affects the tax-exempt status of interest on the Series 2019 Bonds, the purchaser of the Series 2019 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 2019 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 2019 Bonds.

BOND INSURANCE

If the successful bidder for the Series 2019 Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Series 2019 Bonds, the successful bidder does so at its own risk and expense and the obligation of the successful bidder to pay for the Series 2019 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 2019 Bonds. A summary description of the tax treatment of the Series 2019 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 2019 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 2019 Bonds.

ADDITIONAL INFORMATION

This Notice and Official Terms and Conditions of Bond Sale is not a summary of the terms of the Series 2019 Bonds. Reference is hereby made to the Preliminary Official Statement for a further description of the Series 2019 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 2019 Bonds is attached hereto as **EXHIBIT A**, and a copy of the Preliminary Official Statement relating to the Series 2019 Bonds may be obtained from the Corporation's Financial Advisor, J.J.B. Hilliard, W.L. Lyons, LLC, Attn: Public Finance Department, PNC Plaza, Suite 700, 500 West Jefferson Street, Louisville, Kentucky 40202, telephone number (502) 588-8639, or the Financial Advisor's website <http://pos.hilliard.com>. 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 2019 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 2019 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 2019 Bonds, without cost to the successful bidder for the Series 2019 Bonds, within seven business days of the award of the Series 2019 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 2019 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 2019 Bonds to ultimate purchasers.

Dated: July __, 2019

**FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION**

By: _____/s/ John White_____
Treasurer

EXHIBIT A

OFFICIAL BID FORM

(Written Alternative)

August 6, 2019

(Sale time: 11:00 a.m. EDT)

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 \$26,890,000* School Building Revenue Bonds, Series 2019 (the “**Series 2019 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 2019 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 2019 Bonds to be issued and will pay you therefor the aggregate price described below (such aggregate purchase price may not be less than \$26,486,650 or 98.5% of the aggregate par amount of the Series 2019 Bonds), provided the Series 2019 Bonds bear interest at the following annual rates (each rate specified must be in a multiple of 1/8 or 1/20 of 1%, may not exceed 5%, and may be less than the rate stipulated for any preceding maturity):

(Continued on the following page)

<u>Maturity</u> <u>February 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>February 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>
2020	\$1,550,000	____%	2030	\$4,080,000	____%
2021	200,000	____	2031	3,840,000	____
2022	505,000	____	2032	1,930,000	____
2023	450,000	____	2033	1,445,000	____
2024	725,000	____	2034	1,070,000	____
2025	775,000	____	2035	1,045,000	____
2026	855,000	____	2036	955,000	____
2027	860,000	____	2037	810,000	____
2028	2,200,000	____	2038	790,000	____
2029	2,170,000	____	2039	635,000	____

We understand that this bid may be accepted in any amount up to \$29,575,000 (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 2019 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 2019 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 2019 Bonds (or mandatory sinking fund installments for Term Bonds) without changing the total amount of the Series 2019 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 2019 Bonds stated to be due in the following two or more consecutive years (as the principal amounts thereof may be adjusted in accordance herewith) shall be combined to compose the maturities of Term Bonds indicated below:

Principal Amounts Due

Year		Year
_____	through	_____
_____	through	_____
_____	through	_____
_____	through	_____

In accordance with the Notice and Official Terms and Conditions of Bond Sale we agree that, if we are the successful bidder for the Series 2019 Bonds, we will wire transfer, by the close of business on August 7, 2019, to U.S. Bank National Association, Louisville, Kentucky, for the credit of the Corporation, an amount equal to 2.0% of the amount of Series 2019 Bonds awarded, as a good faith deposit to secure faithful performance of the terms of our bid (the

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

“Good Faith Deposit”). We understand that the Good Faith Deposit shall be applied (without interest) to the purchase price of the Series 2019 Bonds. If the undersigned should fail to accept and pay for the Series 2019 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 2019 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 2019 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 2019 Bonds and the amounts of the premium and taxes related to any municipal bond insurance policy purchased by us in respect of the Series 2019 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 2019 Bonds in the aggregate, or in the amounts of the Series 2019 Bonds maturing or subject to mandatory sinking fund redemption on any one or more dates, pursuant to the Notice and Official Terms and Conditions of Bond Sale, promptly and not later than 3:00 p.m. EDT on the sale date (unless waived by the successful bidder).

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

- | | | |
|-----|---|---------|
| [a] | Total principal and interest payments at stipulated rates
from date of Series 2019 Bonds to final maturity | \$_____ |
| [b] | Purchase price of the Series 2019 Bonds
(to include premium or discount) | \$_____ |
| [c] | True Interest Cost (TIC) | _____% |

Respectfully submitted,

Authorized Signature

Name of Bidder or Representative of
Bidding Syndicate

Address

ACCEPTED on behalf of the Corporation by its Financial Advisor, as agent, for the final aggregate principal amount of \$_____, with maturities and/or mandatory sinking fund installments set out below, at a [an adjusted] purchase price of \$_____, this August 6, 2019.

<u>Maturity</u> <u>February 1</u>	<u>Final</u> <u>Amount</u>	<u>Maturity</u> <u>February 1</u>	<u>Final</u> <u>Amount</u>
2020	\$ _____	2030	\$ _____
2021	\$ _____	2031	\$ _____
2022	\$ _____	2032	\$ _____
2023	\$ _____	2033	\$ _____
2024	\$ _____	2034	\$ _____
2025	\$ _____	2035	\$ _____
2026	\$ _____	2036	\$ _____
2027	\$ _____	2037	\$ _____
2028	\$ _____	2038	\$ _____
2029	\$ _____	2039	\$ _____

*Term Bond (if applicable)

**FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION**, by its Financial
Advisor and Agent, **J.J.B. HILLIARD, W.L.
LYONS, LLC**

By: _____

Title: _____
J.J.B. Hilliard, W.L. Lyons, LLC

**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 2019.

_____ (the "Underwriter") is the purchaser and underwriter of the above referenced Bonds (the "Bonds") pursuant to a competitive bid process on _____, 2019 and the first day on which there is a binding contract for the Underwriter to purchase Bonds (the "Sale Date"). We understand and acknowledge that the Fayette County School District Finance Corporation (the "Corporation") is relying on the factual representations contained in this Certificate in, among other things, executing its Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds and that Stoll Keenon Ogden PLLC and Rubin & Hays, as co-bond counsel ("Bond Counsel") are relying on the factual representations contained in this letter in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Corporation from time to time relating to the Bonds. We hereby certify as follows:

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

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

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

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

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

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

(1) the close of the fifth (5th) business day, _____, 2019 after the Sale Date; or

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

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

4. Defined Terms.

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

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

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

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

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

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

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

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

Dated this _____, 2019.

By: _____

Name:

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY

THIS PAYING AGENT/BOND REGISTRAR AGREEMENT (this "Agreement"), is entered into as of August __, 2019 by and between the Fayette County School District Finance Corporation (the "Issuer"), and U.S. Bank National Association ("Bank"), as Paying Agent and Bond Registrar.

RECITALS

WHEREAS the Issuer has duly authorized and provided for the issuance of its Bonds, entitled Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2019 (the "Bonds") in an aggregate principal amount of \$_____ to be issued as fully registered bonds without coupons;

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

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

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

"Bank" means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America.

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

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

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

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

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

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

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

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

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

Section 2.01. Appointment and Acceptance.

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

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

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

Section 2.02. Compensation.

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

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

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

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

Section 3.02. Payment Dates.

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

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

Section 3.03 Receipt of Funds.

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

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds.

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

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

Section 4.02. Duties of Registrar.

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

Section 4.03. Unauthenticated Bonds.

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

Section 4.04. Form of Bond Register.

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

Section 4.06. Cancelled Bonds.

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

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

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

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

ARTICLE FIVE

THE BANK

Section 5.01.Duties of Bank.

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

Section 5.02.Reliance on Documents, Etc.

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

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

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

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

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

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

Section 5.03. Recitals of Issuer.

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

Section 5.04. May Own Bonds; Other Transactions.

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

Section 5.05. Money Held by Bank.

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

Section 5.06. Interpleader.

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

Section 5.07. Indemnification.

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

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

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

Section 6.02. Assignment

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

Section 6.03. Notices.

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

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

If to the Bank: U.S. Bank National Association
 One Financial Square
 Louisville, Kentucky 40202

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: _____

U.S. Bank National Association,
as Paying Agent and Bond Registrar

By _____
Authorized Representative

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

MEETING: Regular

DATE: 7/1/2019

TOPIC: Award of Bids/Proposals

PREPARED BY: Matt Moore, Logistical Services & Purchasing

**Recommended Action on: 7/22/2019
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 • Will Nash • 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

AWARD OF BIDS/PROPOSALS

PLACEHOLDER

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

BIDS/PROPOSALS

BID	MAILING ROSTER	DEPARTMENT	RESPONSE – NUMBER RECEIVED
1. Bid 54-19 Small wares for Brenda Cowan Elementary School	1. TSMSDC 2. Commerce Lexington 3. Economic Engine 4. NAVOBA 5. KYPTAC 6. ORVWBC	Child Nutrition	1

CONTRACT EXTENSIONS	VENDOR	DEPARTMENT	YEAR OF EXTENSION
1. Bid 36-18 Refuse Dumpster Service	Republic Services	Plant Operations	1
2. Bid 41-17 Construction Dumpster Services	Central KY Hauling	Plant Operations	2
3. Bid 62-17 Engine Oil	Apollo Oil	Transportation	3
4. RFP 38-18 Nursing Services for Field Trips	Bluegrass Healthcare Staffing Alliance Medical & Home Care Career Staff Unlimited NR Professional Staffing Solutions	Health and Wellness	1
5. RFP 41-18 Apparel/ Screen Printing	Bumblebee Team Sports Surge Promotions Francis Screen Printing BSN Sports Hands On Originals Varsity Print Advertising Specialties Ad-Venture Promotions	Logistical Services/ Purchasing	1

AWARD OF BIDS/PROPOSALS

PLACEHOLDER

3. Bid 54-19 Small Wares for Brenda Cowan Elementary

BACKGROUND AND RATIONALE:

This bid is used by Child Nutrition to purchase small wares that will be used in the school cafeteria at Brenda Cowan Elementary. This is bid separately from the regular small wares bid since it has to have a specific delivery date and has specific quantities of items that have to be delivered prior to the opening of the new school. The bid is awarded by line item based on the lowest price.

Vendor: The following bidders received specifications and have bid on the indicated contract:

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

					Norvex Supply Inc ###	
Item No.		Description	Units		Unit Price	Total Price
1.	-	Bun Pan, aluminum, full size 22Guage, 26X18X2	6		\$35.82	\$214.92
2.	-	Sheet Pan, aluminum, full size, 22Guage, 26X18X1	40		\$8.23	\$329.20
3.	-	Sheet Pan, aluminum, half size, 22Guage, 12X18X1	12		\$5.23	\$62.76
4	-	Steam Table Pans, 22Guage Full Size, 20 3/4 X 12 3/4			XXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	<u>A</u>	2 1/2" D	16		\$13.08	\$209.28
	<u>B</u>	4" D	16		\$17.00	\$272.00
5.	-	Steam Table Pans, 22Guage, Half Size 12 3/4 X 10 3/8			XXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	<u>A</u>	2 1/2 D	10		\$7.92	\$79.20
	<u>B</u>	4" D	16		\$9.84	\$157.44
6	-	Steam Tale Pans, 22Guage Third Size 12 3/4 X 6 7/8			XXXXXXXXXXXX	XXXXXXXXXXXXXXXX

	<u>A</u>	2 1/2" D	6		\$6.61	\$39.66
	<u>B</u>	4" D	6		\$8.16	\$48.96
7	-	Steam Table Pan Covers, Slotted			XXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	<u>A</u>	Full Size	6		\$9.85	\$59.10
	<u>B</u>	Half Size	6		\$5.00	\$30.00
	<u>C</u>	Third Size	6		\$3.78	\$22.68
8	-	Steam Table Pan Covers, Solid			XXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	<u>A</u>	Full Size	6		\$9.85	\$59.10
	<u>B</u>	Half Size	6		\$5.00	\$30.00
9	-	Steam Table Pan, perforated			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	<u>A</u>	Full size 2" D	6		\$12.82	\$76.92
	<u>B</u>	Full size 4" D	6		\$7.96	\$47.76
10	-	Steam Table Pans, Half Size Long, 22Guage			XXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	<u>A</u>	2" D	6		\$9.17	\$55.02
	<u>B</u>	4" D	6		\$11.19	\$67.14
11	-	Steam Table Pan Cover, Half Size Long, Slotted	4		\$8.72	\$34.88
12	-	Steam Table Pan Cover, Half Size Long, Solid	4		\$8.72	\$34.88
13	-	Pan Grates			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	<u>A</u>	Full Size 18X10	10		\$2.99	\$29.90
	<u>B</u>	Half Size 10 1/2 X 8 1/4	10		\$1.74	\$17.40
	<u>C</u>	Third Size 10 1/2 X 4 7/8	6		\$1.25	\$7.50
14	-	Dishers, Stainless Steel, Squeeze			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	<u>A</u>	Size 4	4		NB	
	<u>B</u>	Size 8	10		\$5.64	\$56.40
	<u>C</u>	Size 10	10		\$5.64	\$56.40
	<u>D</u>	Size 12	4		\$5.64	\$22.56
	<u>E</u>	Size 16	4		\$5.64	\$22.56
15	-	Dishers, Stainless Steel, Color Coded			XXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	<u>A</u>	Size 4	4		NB	
	<u>B</u>	Size 8	10		\$5.74	\$57.40
	<u>C</u>	Size 10	10		\$5.74	\$57.40
	<u>D</u>	Size 12	4		\$5.74	\$22.96
	<u>E</u>	Size 16	4		\$5.74	\$22.96
16	-	Portion Servers, Solid			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	<u>A</u>	Capacity 2oz	4		\$1.32	\$5.28

	<u>B</u>	Capacity 4oz	6		\$1.39	\$8.34
	<u>C</u>	Capacity 6oz	4		\$1.88	\$7.52
	<u>D</u>	Capacity 8oz	4		\$2.10	\$8.40
17		Portion Servers, Perforated			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	Capacity 4oz	6		\$1.38	\$8.28
	<u>B</u>	Capacity 6oz	4		\$1.68	\$6.72
	<u>C</u>	Capacity 8oz	4		\$1.88	\$7.52
18		Ladle, Stainless Steel 12 1/2 " Long			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	Capacity 1oz	4		\$0.85	\$3.40
	<u>B</u>	Capacity 2oz	4		\$1.22	\$4.88
	<u>C</u>	Capacity 4oz	4		\$1.54	\$6.16
	<u>D</u>	Capacity 6oz	4		\$1.83	\$7.32
19		Serving Spoon, Stainless Steel. Solid, 11" Long	4		\$1.13	\$4.52
20		Serving Spoon, Stainless Steel, Perforated, 11" Long	4		\$1.13	\$4.52
21		Tong, Stainless Steel			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	7"	4		NB	
	<u>B</u>	9"	4		\$1.33	\$5.32
	<u>C</u>	12"	4		\$1.85	\$7.40
22		Pom Tongs, Stainless Steel			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	6"	4		\$6.21	\$24.84
	<u>B</u>	9"	4		\$9.86	\$39.44
23		Hamburger Turner, Stainless Steel, Solid, Beveled, 4 1/2 X 3 Blade Length	4		\$3.95	\$15.80
24		Mini Turner, 2 1/2" Blade Length	4		\$1.49	\$5.96
25		Sandwich Spreader 3 1/2" Blade Length	2		\$1.34	\$2.68
26		Vegetable Peeler	2		\$5.72	\$11.44
27		Pizza Cutter, 4"	6		\$4.40	\$26.40
28		Knife, Cooks, 10" Blade	4		\$13.89	\$55.56
29		Knife, Paring, 3 1/2" Blade	10		\$5.46	\$54.60
30		Brush, Vegetable	2		NB	
31		Brush, Pastry, plastic handle	2		\$3.52	\$7.04
32		Brush, Pot/Pan Brush 20" Long	2		\$6.41	\$12.82
33		Measuring Cup, polycarbonate			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	One Gallon	4		\$10.60	\$42.40

	B	One Pint	2		\$2.28	\$4.56
	C	One Quart	2		\$3.56	\$7.12
	D	Two Quart	2		\$6.88	\$13.76
34		Measuring Cup Set, Stainless Steel	2		\$2.99	\$5.98
35		Measuring Spoon Set, Stainless Steel	2		\$0.79	\$1.58
36- A		Food Storage Containers, polycarbonate			XXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	A	2 QT	2		\$3.95	\$7.90
	B	4 QT	2		\$5.35	\$10.70
	C	6 QT	4		\$6.72	\$26.88
	D	8 QT	4		\$7.90	\$31.60
	E	12 QT	2		\$11.32	\$22.64
	F	18 QT	2		\$15.70	\$31.40
	G	22 QT	2		\$18.75	\$37.50
36- B		Food Storage Container Lids			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	A	2QT	2		\$1.80	\$3.60
	B	4 QT	2		\$1.80	\$3.60
	C	6 QT	4		\$2.15	\$8.60
	D	8QT	4		\$2.15	\$8.60
	E	12QT	2		\$3.15	\$6.30
	F	18 QT	2		\$3.15	\$6.30
	G	22 QT	2		\$3.15	\$6.30
37		Spatula, Scraper, Hi -temp			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
		14" L	6		\$8.14	\$48.84
38		Spatula, Spoon, Hi- temp			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
		14" L	6		NB	
39		Spatula, Scraper, plastic			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
		14" L	6		\$5.07	\$30.42
40		Spatula, Spoon, plastic			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
		14" L	6		NB	
41		Beverage Dispenser Set tank,base, lids and spigot			XXXXXXXXXXXXX	XXXXXXXXXXXXX
		3 Gal	2		\$32.72	\$65.44
42		Cutting Board, polyethylene			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	A	12 X 9	4		NB	
	B	12 X 18	4		\$7.40	\$29.60
43		Whip, French			XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXX
	A	24"l	1		\$4.24	\$4.24
	B	16: L	1		\$2.89	\$2.89

44		Funnel, stainless steel			XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	Capacity, Pint	1		\$8.10	\$8.10
	B	Capacity, Quart	1		\$9.22	\$9.22
45		Colander, Aluminum 16qt	1		NB	
46		Ice Scoop, 640z	1		\$3.33	\$3.33
47		Ice Bucket, dishwasher safe, 3.0L	1		NB	
48		Thermometer			XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	Refrigerator/Freezer, temp range -40 to 80F	20		\$2.18	\$43.60
	B	Stem with built in wrench, temp range 0 to 220F	6		\$4.49	\$26.94
	C	Indoor/Outdoor	1		NB	
49		Saddle Bag Dispenser, 3" post spacing	2		NB	
50		Kitchen Shears, multi-purpose, 4" blade, 8" overall length	2		\$3.96	\$7.92
51		Gloves, cut-resistant	2		\$17.85	\$35.70
52		Sunkist Sectioner, 8 wedge	1		NB	
53		Utility Cart, 3 shelf, 40.63X20X37.81, open sided, plastic with aluminum uprights. Load capacity 300lbs, 100lbs per shelf	6		\$164.40	\$986.40
54		Waste Receptacle, commercial grade resin and texture. 44 gal	8		\$34.80	\$278.40
55		Dolly, twist on, 44 gal	8		\$24.62	\$196.96
56		Tray, Fast Food, red, polypropylene			XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
57		14" X 18"	144		\$3.14	\$452.16
58		Tray, Display, fiberglass				
	A	25 1/2" X 17 3/4" X 1"	36		NB	
	B	24 1/2" X 8 3/4" X 1"	12		NB	

59		Warewashing Dolly, 20" X 20"	1	NB	
60		Gloves		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	Steamglove, watertight, flexible, protects up to 225', sizes M and L	2	NB	
	B	Thermal, fleece lining, textured rubber palm and fingers for no slip grip.	2	NB	
61		Mat		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	Kitchen Drainage, 1/2" thick, slip resistant anti-fatigue mat. Molded beveled edges 60"L X 30" W, Black	4	\$36.35	\$145.40
	B	Cloud,Black,3' X 2', 5/8", closed cell, non absorbant, lightweight, greaseproof	2	\$54.10	\$108.20
62		Can opener, hand operated	2	\$86.43	\$172.86
63		Can Opener, Electric, Single Speed	1	NB	
64		Scale, 5lb, weighs in ounces or grams. Battery operated	1	\$39.80	\$39.80
65		Scale, Portion		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	1lb X 1/8oz	1	\$44.56	\$44.56
	B	5lb X 1/2oz	1	\$45.25	\$45.25
66		Food Processor, 120V, 60HZ, single phase. S-Blade, Slicing disc, Grating disc	1	NB	
67		Food Blender, 120V, 56-60HZ, Single Phase, 44-48oz container	1	\$106.55	\$106.55
68		Bowl, Stainless Steel		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	16", 13qt	2	\$9.14	\$18.28
	B	10", 4qt	2	\$4.48	\$8.96

Contract Period: One time purchase

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Small Wares for Brenda Cowan Elementary	Anticipated to be \$25,000.00	Food Service Accounts	Recurring	Will provide small wares to Brenda Cowan Elementary School

Funding key: Food Service Accounts

STAFF CONTACT: Janus Mankovich, Child Nutrition

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
"Award contract to Norvex Supply Inc".

APPROVAL FOR CONTRACT EXTENSIONS

PLACEHOLDER

1. 36-18 Refuse Dumpster Services

BACKGROUND AND RATIONALE:

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

Vendor

Republic Services

Contract Period: September 1, 2019 and ending August 31, 2020

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Refuse Dumpster Services	Last fiscal year's Expenditure was approximately \$225,000.00	921 1 087 0421	Recurring	Allows for timely removal of refuse from FCPS dumpsters.

Funding key: 921 – Operations; 1 – General Fund; 087 – Plant Operation and Maintenance; 0421 – Sanitation Services

STAFF CONTACT: Susan Holcomb, Plant Operations

POLICY REFERENCE: KRS 45A.365

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

PLACEHOLDER

2. Bid 41-17 – Construction Dumpster Service

BACKGROUND AND RATIONALE:

This contract provides service to FCPS for construction dumpsters for the Division of Physical Support Services. Dumpsters are used daily for disposal of construction debris, auto parts from the bus garage and grounds maintenance debris, etc. The bid gives the option to renew on an annual basis for up to five years pending Board approval. This would be the second renewal.

Vendor

Central KY Hauling

Contract Period: September 1, 2019 through August 31, 2020

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Construction Dumpster Service	FY to date amount is approximately \$26,000.00	001 1 853 0421	Recurring	Will permit the District to continue operation without unacceptable disruption to the services required to support the educational process

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

STAFF CONTACT: Susan Holcomb, Plant Operations

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
“extend the contract for one year with Central KY Hauling.”

PLACEHOLDER

3. Bid 62-17 Engine Oil

BACKGROUND AND RATIONALE:

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

Company/Item

Apollo Lubricants LLC

Contract Period: Beginning August 1, 2019 and ending January 31, 2020

PROPOSAL:

Item	Amount	Funding Source	Recurring / Nonrecurring	Measurable Expected Impact and Timeline
Engine Oil	To date FY 2019 spent \$11,000.00	901 1 096 0661	Recurring	Will permit FCPS to continue to operate its transportation fleet with the service required to support the educational process.

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

STAFF CONTACTS: Marcus Dobbs, Transportation

POLICY REFERENCE: KRS 45A.365.

RECOMMENDATION: A motion is in order to:
“Extend the contract for six months with Apollo Lubricants LLC.”

PLACEHOLDER

4. RFP 38-18 – Nursing Services for Field Trips

BACKGROUND AND RATIONALE:

Nurses are needed for school field trips and an RFP was solicited last year to establish a contract for these services. The RFP gave the option to renew on an annual basis for up to five years pending Board approval. This would be the first renewal.

Vendor

Alliance Medical & Home Care WBE
Bluegrass Healthcare Staffing
Career Staff Unlimited
NR Professional Staffing Solutions WBE

Contract Period: Beginning September 1, 2019 and ending August 31, 2020

PROPOSAL:

Item	Amount (estimated)	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Nursing services for field trips	Over \$20,000.00	General Fund	Recurring	Will permit FCPS to continue to provide nurses for school field trips

Funding key: 922 – Physical Support Services, 1 – General Fund,
0850 – Other Professional Services MUNIS ORG Code 0011072

STAFF CONTACT: Debbie Boian, Health and Wellness

POLICY REFERENCE: 03.111, 03.211, 03.13251, 03.23251

RECOMMENDATION: A motion is in order to:
“Extend the contract for a one-year period with Alliance Medical & Home Care, Bluegrass Healthcare Staffing, Career Staff Unlimited and NR Professional Staffing Solutions.”

PLACEHOLDER

5. RFP 41-18 Apparel/Screen Printing

BACKGROUND AND RATIONALE:

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

Vendor

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

Contract Period: September 1, 2019 and ending August 31, 2020

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Apparel/ Screen Printing	Last year's expenditure was over \$20,000	Schools and departments	Recurring	Immediate impact to enable FCPS to continue to purchase apparel/ screen printing as needed and at the best price to prevent a disruption in the educational process.

Funding key: Schools and Departments

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

POLICY REFERENCE: KRS 45A.365

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

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

MEETING: Planning

DATE: 7/8/2019

TOPIC: Post Approval Agenda Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 7/22/2019

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

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

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

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

Fiscal Impact: N/A

Attachments(s): One attachment

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

MEETING: Regular

DATE: 07/22/2019

TOPIC: Special and Other Leaves of Absence

PREPARED BY: Jennifer Dyar

Recommended Action on: 07/22/2019

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: This is to report employee leaves of absence and requests for days without pay

Policy: 03.123/03.223

Fiscal Impact: N/A

Attachments(s): Special and Other Leaves of Absence for July 22, 2019 Board Agenda

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SPECIAL AND OTHER LEAVES OF ABSENCE

1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

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

Name	Location	Assignment	Effective Date
DOWELL	AMANDA	WILLIAM WELLS BROWN ELEMENTARY	5/24/2019
KAUFMAN	LINDSEY	COVENTRY OAK ELEMENTARY	5/28/2019
KIPLING	MATTHEW	WINBURN MIDDLE	5/22/2019

- b. Return of Leave of Absence of Certified/Salaried Classified Personnel - This is to report the return from leave of absence of the following certified/salaried classified personnel:

Name	Location	Assignment	Effective Date
DESPAIN	TRACY	FAYETTE PRESCHOOL CENTER	5/30/2019
DOWELL	AMANDA	WILLIAM WELLS BROWN ELEMENTARY	6/3/2019
NIXON	SHELBY	LEXINGTON TRAD MAGNET MIDDLE	5/24/2019
WILMOT	SUZANNE	JULIUS MARKS ELEMENTARY	5/22/2019

2. 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
CONNOR	JANET	BUS GARAGE	5/13/2019
MARSHALL	CHARLOTTE	FREDERICK DOUGLASS FOOD SERV	5/31/2019
MILLER	CLARENCE	SANDERSVILLE ELEMENTARY	4/26/2019

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

Name	Location	Assignment	Effective Date
SHAW	ANNA	CARDINAL VALLEY ELEM FOOD SERV	5/22/2019

3. REQUEST FOR DAYS WITHOUT PAY

Name	Location	Effective Dates
BECK	LEESTOWN MIDDLE	5/17/19, 5/20/19
COLLINS-ROBERTS	ALT SUPPORT PROGRAMS	4/26/19, 5/10/19, 5/15/19
BRUBECK	COVENTRY OAK ELEM	6/3/2019
MANIES	DAY TREATMENT FOOD SERVICE	6/4/2019
MOORE	GARDEN SPRINGS ELEM	5/31/2019
POLSON	MEADOWTHORPE ELEM	5/31/2019
WILSON	MEADOWTHORPE ELEM	5/16/19, 5/17/19, 5/20/19

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

MEETING: Regular

DATE: 7/22/2019

**TOPIC: Special Education ARC (Admission and Release Committee) Chairperson
Approval for 2019-20 School Year**

PREPARED BY: Amanda Dennis, Director of Special Education

Recommended Action on: 7/22/2019

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to: “approve the recommended list of staff members, by job title, to serve as Admission and Release Committee (ARC) chairpersons.”

Background/Rationale: The Superintendent, in consultation with the Director of Special Education, recommends to the Board for approval a list of FCPS Representatives by job or position title. The Superintendent, or designee, may designate which specific staff member on that approved list will serve as the FCPS Representative for any Admission and Release Committee (ARC) meeting. The representative of the FCPS is to be qualified to provide, or supervise, the provision of specially designed instruction to meet the unique needs of children with disabilities, and is to be knowledgeable about the general education curriculum and the availability of the resources of the FCPS. FCPS staff members serving in the following roles are recommended for approval to serve as ARC Chairpersons, following specific training approved by the special education department: Achievement and Compliance Coach, Preschool Compliance Coach, Preschool Assessment Specialist, Resource Specialists for Special Education Associate Director of Special Education, Director of Special Education, Principal (with approval of Superintendent or Director of Special Education).

Policy: Procedures for Exceptional Children, Chapter 5 - Individual Education Programs, Section 3 – ARC Membership

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Fiscal Impact: None

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

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

MEETING: Regular

DATE: July 22, 2019

TOPIC: Approval of a Proposed Change Order (No. Fourteen) to the Contract for the Construction of Brenda Cowan Elementary School (New Elementary School at Athens-Boonesboro Road) BG 17-185

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

Recommended Action on: 7/22/2019
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed deductive Change Order No. Fourteen to the contract with Griggs Enterprises for the construction of Brenda Cowan Elementary (New Elementary School at Athens-Boonesboro Road) in the amount of \$35,000.00 (Thirty-five Thousand Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450; and an equivalent increase in the DPOs of \$35,000.00 (Thirty-five Thousand Dollars), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The construction of the new elementary school to be located on Athens-Boonesboro Road is listed as priority 2a.1 on FCPS's 2013 District Facility Plan. EOP Architects produced final Construction Documents for bidding describing the construction of a new building totaling approximately 80,948 SF to serve 750 students, based upon FCPS elementary school program standards. Bids were received on February 14, 2018 and construction began in April 2018. 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	5.05% A/E FEE
To improve original plans and specs:			
• Change Order #3, approved by the Board on 9/24/18, deducted \$35,000 from the DPO to Gilford Johnson Flooring and added \$35,000 to the GC contract. Gilford Johnson Flooring is now able to provide the specified flooring and the funds need to be added back to the Gilford Johnson DPO and deducted from the GC contract; deduct:			
• Gilford Johnson Flooring (#38508068)	\$35,000.00	(\$35,000.00)	\$0
Total Change Order No. Fourteen:	\$35,000.00	(\$35,000.00)	
Design consultant fees:			\$0
Total Cost:			\$0

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Superintendent Emmanuel Caulk

An initial 5% contingency (\$893,393) and revised contingency (\$1,260,694) increased by revised BG1 dated 8/27/18 are included in the project's available funds. There have been thirteen previous change orders on this project. The cost of the current and all changes orders represents an 8.12% increase in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0003610	17185	0840	\$549,244.49

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the proposed deductive Change Order No. Fourteen to the contract with Griggs Enterprises for the construction of Brenda Cowan Elementary (New Elementary School at Athens-Boonesboro Road) in the amount of \$35,000.00 (Thirty-five Thousand Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450; and an equivalent increase in the DPOs of \$35,000.00 (Thirty-five Thousand Dollars), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: July 22, 2019

TOPIC: Approval of a Proposed Change Order (No. Thirteen) to the Contract for the Construction of Brenda Cowan Elementary School (New Elementary School at Athens-Boonesboro Road) BG 17-185

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

Recommended Action on: 7/22/2019
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Thirteen to the contract with Griggs Enterprises for the construction of Brenda Cowan Elementary School (New Elementary School at Athens-Boonesboro Road) in the amount of \$7,019.73 (Seven Thousand, Nineteen Dollars and Seventy-three Cents), with an equivalent transfer of funds from Object Code 0840 to 0450; and a corresponding transfer of \$273.62 (Two Hundred Seventy-three Dollars and Sixty-two Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The construction of the new elementary school to be located on Athens-Boonesboro Road is listed as priority 2a.1 on FCPS's 2013 District Facility Plan. EOP Architects produced final Construction Documents for bidding describing the construction of a new building totaling approximately 80,948 SF to serve 750 students, based upon FCPS elementary school program standards. Bids were received on February 14, 2018 and construction began in April 2018. 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	5.05% A/E FEE
To improve original plans and specs:			
• Provide labor, materials and equipment to revise site work at Preschool Playground area; add:		\$5,418.15	\$273.62
To correct deficient plans and specs:			
• Provide labor, materials and equipment to provide intercom speakers in the Kitchen; add:		\$1,601.58	\$0
Total Change Order No. Thirteen:		\$7,019.73	
Design consultant fees:			\$273.62
Total Cost:			\$7,293.35

An initial 5% contingency (\$893,393) and revised contingency (\$1,260,694) increased by revised BG1 dated 8/27/18 are included in the project's available funds. There have been twelve previous change orders on this project. The cost of the current and all changes orders represents an 8.12% increase in the construction cost.

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Superintendent Emmanuel Caulk

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0003610	17185	0840	\$549,244.49

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the proposed additive Change Order No. Thirteen to the contract with Griggs Enterprises for the construction of Brenda Cowan Elementary School (New Elementary School at Athens-Boonesboro Road) in the amount of \$7,019.73 (Seven Thousand, Nineteen Dollars and Seventy-three Cents), with an equivalent transfer of funds from Object Code 0840 to 0450; and a corresponding transfer of \$273.62 (Two Hundred Seventy-three Dollars and Sixty-two Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Planning

DATE: 7/8/2019

TOPIC: DRAFT – Contract Amendment with Lexington Urban County Health Dept.

PREPARED BY: Debbie Boian

Recommended Action on: 7/22/2019

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Approve the Contract Amendment with LFUCHD

Background/Rationale: On June 24, 2019, the Board approved a contract with the Lexington Fayette Urban County Health Department to provide nurse services in schools. Staff have recommended that the Academy of Leadership at Millcreek, Yates, and Coventry Oak elementary schools be staffed with a full time nurse. Additionally the Fayette County Preschool Center is only serviced by a .25 nurse, this addendum will add an additional .25 nurse to give the center a .5 FTE nurse. A .5 FTE nurse will also be added for Brenda Cowan Elementary, which opens the fall of 2019.

Policy: 01.1 Powers and Duties of the Board

Fiscal Impact: \$147,620

Attachments(s): Draft Contract document

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AMENDMENT #1

Collectively, the following changes shall be considered Amendment #1 of the July 1 2019 Nursing Contract between the Fayette County Board of Education (Board) and the Lexington-Fayette County Health Department (Health Department) and shall become a part thereof.

SECTION 2. GENERAL AGREEMENT

A total of 30.75 full-time equivalent (FTE) RNs, 2.5 FTE LPNs, and one administrative assistant will be committed to the School Health Nursing Program. Each of the 7 high schools, along with 3 elementary schools (Academy for Leadership at Millcreek, Coventry Oaks, and Yates Elementary schools) will receive nursing services four and a half to five days a week. Each of the other 26 elementary schools, including the new elementary school (Brenda Cowan Elementary), the preschool, and each of the 12 middle schools will receive nursing services ½ day at least four to five days a week. The special programs will receive nursing services at least ½ day per week and the technical schools will have a nurse on call. This excludes the eight schools (Arlington, Booker T. Washington, Breckinridge, Cardinal Valley, Harrison, Mary Todd, Bates Creek Elementary, William Wells Brown) with on-site school-based clinics. This school health staffing model will be in effect for the remainder of the contract.

SECTION 3. THE BOARD SHALL PAY FOR CORE SCHOOL HEALTH SERVICES PROVIDED PURSUANT TO THIS CONTRACT AS FOLLOWS:

- A. Pay \$2,147,520 to the Health Department for services provided during the general school year and summer school.
- B. For the services as hereinbefore set forth, the Board agrees to pay the Health Department in accordance with the schedule of charges upon the receipt of a monthly itemized bill from the Health Department. School Health Services for the general school year and summer school will amount to \$2,147,520 annually. Effective July 2019, payment of \$178,960 is due monthly upon receipt of invoice. This payment will be in effect for the duration of the contract.
- C. The contract rate will increase if FCPS opens new schools, a school which currently has an on-site school-based clinic either closes its clinic and/or requires any nursing services, or daily treatments increase to greater than 82 per day district-wide. Additional nursing staff will be needed if any of these factors occur.

IN WITNESS WHEREOF, the parties have executed changes to the contract this day, month, and year attested below.

ATTEST:

**BOARD OF EDUCATION OF FAYETTE
COUNTY KENTUCKY:**

**LEXINGTON-FAYETTE COUNTY
HEALTH DEPARTMENT:**

Emmanuel "Manny" Caulk Date
Superintendent, FCPS

Kraig E. Humbaugh, MD, MPH Date
Commissioner of Health

Stephanie Spires Date
Chair, FCPS Board of Education

Cara Kay Date
Chief Financial Officer

Jill Keys, MS Ed, BSN, RN Date
Clinical Services Officer

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

MEETING: Planning

DATE: 7/8/2019

TOPIC: CONTRACT – The New Teacher Project (TNTP)

PREPARED BY: Lori Bowen

Recommended Action on: 7/8/2019

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve a contract with The New Teacher Project to provide professional learning.

Background/Rationale: Board Policy 01.11 states that contracts with the district with an expenditure amount above \$30,000 must be approved by a vote of the Board. This month District staff would like to enter into an agreement with the New Teacher Project to provide professional learning to coalesce school teams around improving the quality of students' daily academic experiences across the district by establishing four key resources for students.

Policy: 01.11

Fiscal Impact: \$83,348.00

Attachments(s): FCPS Contract & TNTP Contract

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Superintendent Emmanuel Caulk

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CONTRACT

THIS CONTRACT is entered into this **1st** day of **June, 2019**, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 701 East Main Street, Lexington, Kentucky 40502 ("Board") and **The New Teacher Project (TNT)**, 500 7th Avenue, 8th Floor, New York, NY 10018. ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **Fayette County Public Schools** has established the need to **help school and district leaders leverage tools and strategies to ensure their teams establish a common understanding of grade-appropriate assignments, identify a narrow set of academic priorities to focus on throughout the school year, give all students access to highly-effective instruction through engaging lessons, and hold high expectations for their performance** and has determined that this need cannot be met by existing district staff.

TNT provides **professional learning to coalesce school teams around improving the quality of students' daily academic experiences across the district by establishing four key resources for students: grade-appropriate assignments, highly-effective instruction, engaging lessons, and high expectations for student performance** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **improving the quality of students' daily academic experiences**.

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

1. The Second Party shall provide to the **Superintendent's Leadership Institute and quarterly District Leadership meetings throughout the school year** as an independent contractor, services under the direction of **Lori Bowen**.

2. The second party shall provide **professional learning at the Superintendent's Leadership Institute, July 16 & 17 and at quarterly District Leadership Meetings**.

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$83348**. Additional expenses to be reimbursed are **travel to be included in the contract amount**, with a total amount of this contract not exceeding **83,348.00**.

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

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

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

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

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

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

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

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

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

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

18. This agreement will be in effect from June 1, 2019, through June 1, 2020, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

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

Principal/Director's Approval


BOARD OF EDUCATION OF FAYETTE COUNTY


KENTUCKY

Wherein on behalf
of Lois J. Bowen 6/24/19
Date

Emmanuel Caulk, Superintendent

Date


The New Teacher Project (TNTP)


Emmaneth Schaffer

6/21/19
Date

Academic Services Addendum

THIS ADDENDUM TO THE ACADEMIC SERVICES AGREEMENT (this "**Addendum**") is between TNTP, Inc., a not-for-profit corporation organized under the laws of the State of Delaware, with its principal office at 500 7th Ave., 8th Floor, New York, NY 10018 ("**TNTP**"), and **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, with its principal office at 701 E. Main St., Lexington, KY 40502 (the "**Client**"). The terms and conditions of the Academic Services Agreement is hereby incorporated by reference and made a part hereof. This Addendum shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

Section 1. Invoicing.

TNTP shall invoice the Client for the total Client Fee according to the following schedule:

Invoice Date	Invoice Amount
July 20, 2019	\$29,850
December 20, 2019	\$26,729
March 20, 2020	\$26,729
Total	

TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. Payment of invoices submitted by TNTP shall be paid by the Client within thirty (30) business days of its receipt of such invoice. The Client will make all reasonable efforts to pay TNTP through Electronic Funds Transfer or Wire and shall provide TNTP on the date of this Agreement with all necessary documents to facilitate the same. If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. If any invoice is not paid in full within ten (10) days of the due date, the Client will pay a late fee equal to one percent (1%) of such late payment, and will pay an additional one percent (1%) for each thirty (30) day period that the invoice remains unpaid. The Client shall not be obligated to compensate TNTP for, and TNTP shall not be obligated to provide, services to be performed after termination of this Agreement.

Section 2. Intellectual Property Rights.

Title to and ownership of all work products and materials created by or on behalf of the Second Party for the Board or otherwise arising out of the performance of the services hereunder, whether partial or complete (collectively referred to as the "**Work**"), shall be and remain solely in the Second Party or its licensors. The Second Party retains all rights, title and interest in and to all processes, methods, systems, layouts, information, accumulated knowledge, expertise, and general know-how, whether developed before or after the commencement of this Agreement used in creating the Work ("**TNTP Tools**"). If the Board has access to TNTP Tools, the Board agrees to keep the TNTP Tools confidential, and nothing in this Agreement shall be deemed to grant any ownership rights in the TNTP Tools to the Board. As between the Board and the Second Party, the Board owns any Data incorporated in the Work (the "**Client Data**"). The Board agrees that the Second Party may use Client Data to perform its obligations hereunder (including the incorporation thereof into the Work), and grants the Second Party a license to use and keep the Client Data in perpetuity on an anonymous, aggregated basis for its other legitimate business purposes, including, without limitation, for purposes of research, benchmarking, publication, and presentation (the Second Party "**Uses**"). The Second Party's Uses may not contain any data sets or cell sizes of less than five (5), and must comply with FERPA, as applicable. In its uses, the Second Party may identify the Board as the source from which the data originated if it complies with the other terms in this Agreement. The Board and the Second Party agree that either party may use descriptions of Services in future promotional materials and client lists, and that the Second Party may explicitly identify the Board as a client of TNTP.

[Signature Page Follows]

Signatures.

The parties, on the dates indicated below, have caused their duly authorized representatives to execute this Addendum, which shall be effective on the Effective Date.

BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY

By: **DRAFT-Do Not Sign** _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By: _____

Date: _____

Florrie Chapin
General Counsel

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

MEETING: Planning

DATE: 6/28/2019

TOPIC: 10 Point Safety Plan: Adoption of Social Emotional Learning Curricula

PREPARED BY: Raine Minichan/Tricia Crowe

Recommended Action on: 7/8/2019

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Adoption of the recommended SEL curricula for each level: elementary, middle and high school

Background/Rationale: As part of the District's 10-Point Safety Plan, a district-wide SEL Curriculum Committee was developed in September of 2018. After reviewing 35 curricula, the Committee selected the top curricula for review by district administrators. Based on their feedback, the final proposal was developed.

Policy: 10-Point Safety Plan

Fiscal Impact: The selected elementary curriculum is a one-time fee. The selected middle school curriculum has a one-time fee with minimal ongoing costs. All costs have been included into the Safety Budget. Purchases will be made for those schools whose SBDM Council chooses to adopt the recommended curriculum.

Attachments(s): PowerPoint attached

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FCPS 10 Point Safety Plan: Social Emotional Learning Curriculum Adoption —

The 5 SEL Core Competencies CASEL for

Academic, Social, & Emotional Learning)

Self-awareness

The ability to accurately recognize one's own emotions, thoughts, and values and how they influence behavior. The ability to accurately assess one's strengths and limitations, with a well-grounded sense of confidence, optimism, and a "growth mindset."

- Identifying emotions
- Accurate self-perception
- Recognizing strengths
- Self-confidence
- Self-efficacy

Self-management

The ability to successfully regulate one's emotions, thoughts, and behaviors in different situations — effectively managing stress, controlling impulses, and motivating oneself. The ability to set and work toward personal and academic goals.

- Impulse control
- Stress management
- Self-discipline
- Self-motivation
- Goal-setting
- Organizational skills

Responsible decision-making

The ability to make constructive choices about personal behavior and social interactions based on ethical standards, safety concerns, and social norms. The realistic evaluation of consequences of various actions, and a consideration of the well-being of oneself and others.

- Identifying problems
- Analyzing situations
- Solving problems
- Evaluating
- Reflecting
- Ethical responsibility

CASEL and the 5 SEL Core Competencies

Social awareness

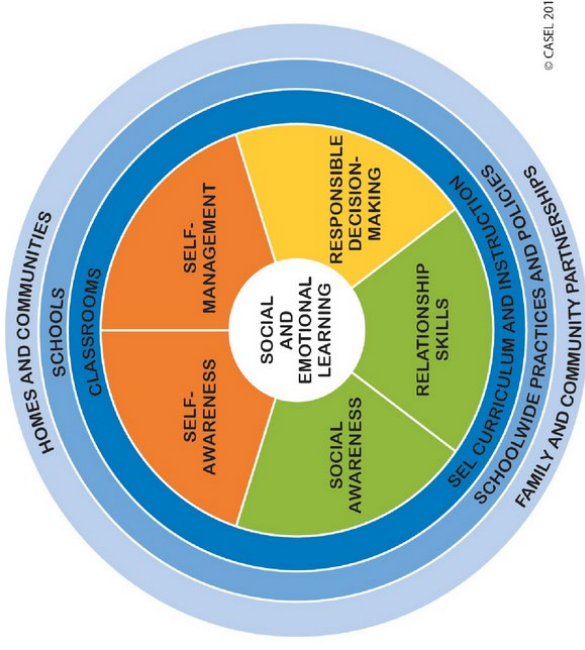
The ability to take the perspective of and empathize with others, including those from diverse backgrounds and cultures. The ability to understand social and ethical norms for behavior and to recognize family, school, and community resources and supports.

- Perspective-taking
- Empathy
- Appreciating diversity
- Respect for others

Relationship skills

The ability to establish and maintain healthy and rewarding relationships with diverse individuals and groups. The ability to communicate clearly, listen well, cooperate with others, resist inappropriate social pressure, negotiate conflict constructively, and seek and offer help when needed.

- Communication
- Social engagement
- Relationship-building
- Teamwork



Curriculum Selection Process

- In August of 2018, Principals of all FCPS Schools were encouraged to attend (or send a designee) the SEL Curriculum Review Committee Meetings.
- The SEL Curriculum Review Committee met monthly September through December 2018 and reviewed approximately 30 SEL curricula.
- Each curricula was vetted using a rubric based on the work of CASEL and their district implementation guidebook.
- After the selection was narrowed down to 3 per school level (2 in high), Principals met with representatives and voted at DLM vendor fair.



Curriculum Selection Process: The Rubric

- The rubric included considerations such as:
 - The ease of implementation
 - Diversity representation in materials and imagery
 - Contemporary relevance for students
 - Inclusion of program implementation measures
 - Program development research & evidence
 - Implementation support & professional learning
 - Alignment with SEL competencies and grade -by-grade scope and sequence
 - Explicit instruction of skills and opportunities for skill reinforcement
 - Student Engagement
 - Curricular integration
 - Family Engagement components

Elementary Curriculum: Caring School Community

- CASEL Select Program-- among the highest -rated SEL programs out there!
- The materials reflect the diversity of our FCPS students and current cultural events (in its imagery, topics, etc.)
- Affordable curriculum for both initial purchase and ongoing costs
- Comprehensive in its approach to teaching each of the 5 SEL competencies
- Focuses on a structure for building relationships among students and between students and staff through:
 - Daily Morning Meetings
 - Weekly Class Meetings
 - Cross-age Buddy Program and Activities

Elementary Curriculum: Caring School Community

- Grade-by-Grade Sequence of Instruction
- Direct instruction of SEL skills with activities for practicing the skills
- Caring School Discipline supports classroom and behavior management
- Includes Home to School connections
 - Weekly newsletters
 - Family engagement activities



Middle School Curriculum: Mawi

- CASEL approved program
- The materials reflect the diversity of our FCPS students and current cultural events (in its imagery, topics, etc.)
- Comprehensive in its approach to teaching each of the 5 SEL competencies
- Includes professional learning for staff related to implementation of the curriculum *and* the development of their own SEL skills.



Middle School Curriculum: Mawi

- Engaging digital format plus reflective student journals
- Extension activities for skill -reinforcement
- Family involvement component
- Grade-by-Grade Sequence of Instruction
- Assessment integration provided through ACT
- Publisher will provide on -site support three days per week during first year of implementation



High School Curriculum: School Connect

- Strong evidence -base as documented by CASEL's independent research
- Comprehensive in its approach to teaching each of the 5 SEL competencies
- Structured to build relationships among students and between students and staff through
- Student engagement strategies that keep students thinking, moving, and practicing skills
- Extension activities for skill reinforcement
- Multimedia presentations



High School Curriculum: School Connect

- Grade-by-Grade Sequence of Instruction
 - Creating a supportive learning community
 - Developing self-awareness & self-management
 - Building relationships & Resolving Conflicts
 - Preparing for College & the Workforce
- Guide for Campus -Wide integration to reinforce social-emotional learning and school connect activities throughout the school community



Implementation Plan Special Note

- Our implementation plan is based around CASEL's suggested best practices for effective implementation of SEL instruction across a district.
- However, since the plan pushes initial implementation into the 2020 -21 academic year, accommodations can be made for those schools who wish to begin sooner.



Educating Hearts.
Inspiring Minds.

Our Recommended Implementation Levels

June-July 2019	Develop contracts with each curriculum publisher for Professional Learning and Initial Implementation Support
July-August 2019	Schedule professional learning with each of the curriculum publishers for 2020.
September 2019	DLM: Cadre consultations with principals regarding the logistics of implementation and integration into school's master schedule.

Our Recommended Implementation Plan

September- October 2019	Provide program overview with samples and PD plan to each school's SBDM Council for review and consideration for adoption.
October-December 2019	The principals of schools choosing to adopt an SEL curricula for the 2020-21 school year will submit to the District SEL coordinator: --Material Order --Name of Identified SEL Instructional Coordinator (i.e. TPGES Coach, Instructional Coach, Curriculum Coach, etc.).

Our Recommended Implementation Plan

January-May 2020	<p>The Department of Student Supports Services and SEL Publishers will provide professional learning for all school-level SEL designees.</p> <p><i>If SEL Designee's position requires a sub, funds would need to come out of school funds.</i></p>
Summer 2020	<p>All instructional, leadership, and student support staff of schools adopting SEL curriculum will be trained to begin implementation in August 2020.</p> <p>Training will be led by the school's SEL designee.</p>

Our Recommended Implementation ~~AI~~ Levels

August 2020-May 2021	<p>Fidelity checks of implementation and instruction will be conducted by the District SEL Coordinator.</p> <p>Student outcome data will be monitored on an ongoing basis to measure the impact of SEL instruction.</p> <p>This includes: Office Discipline Referrals, Student Attendance data, Academic Outcomes, and SEL Learning Checks/Common Assessments as designed by the publishers, etc.</p>
Summer 2021	<p>Student outcome data will be reviewed to measure the overall impact of SEL implementation.</p>

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

MEETING: Planning

DATE: 7/8/2019

TOPIC: Requests From Principals For Extended Trips

PREPARED BY: Chiefs of Schools

Recommended Action on: 7/8/2019

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

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

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

Policy: 09.36 (School Related Student Trips)

Fiscal Impact: N/A

Attachments(s): N/A

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Superintendent Emmanuel Caulk

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REQUESTS FROM PRINCIPALS FOR EXTENDED TRIPS

	<u>School/Organization</u>	<u>Destination/Purpose</u>	<u>Inclusive Dates</u>
*****	Lafayette High	Louisville, KY	August 11
B	Soccer Team - Girls	Mega Cavern	(0 school days)
	Sponsor's name: Taylor Roden. Additional chaperones 6. Students 44.	Team Building	
***	Locust Trace AgriScience	Louisville, KY	August 19-22
/	FFAL Livestock Exhibitors	KY Fair & Expo Center	(3 school days)
	Sponsor's name: William Ashcraft. Additional chaperones 5. Students 25.	State Fair exhibitors	
*****	Paul L Dunbar High	Evansville, IN	September 13- 15
A	Soccer Team - Girls	University of Southern Indiana	(1 school day)
	Sponsor's name: Megan Poage. Additional chaperones 7. Students 39.	College visit and spectate USI soccer game	
*****	Paul L Dunbar High	Frankfort, KY	October 13-19
B	Soccer Team - Boys	Frankfort (TBD)	(0 school days)
	Sponsor's name: Todd Bretz. Additional chaperones 4. Students 30.	State Soccer Tournament	
*****	Frederick Douglass High	TBD	November 15
B	Football Team	TBD	(0 school days)
	Sponsor's name: Brian Landis. Additional chaperones 10. Students 65.	Playoff game. Location to be determined at a later date.	
*****	Frederick Douglass High	TBD	November 22
B	Football Team	TBD	(0 school days)
	Sponsor's name: Brian Landis. Additional chaperones 10. Students 65.	Playoff game. Location to be determined at a later date.	

*****	Frederick Douglass High	TBD	November 29
B	Football Team	TBD	(0 school days)
	Sponsor's name: Brian Landis. Additional chaperones 10. Students 65.	Playoff game. Location to be determined at a later date.	
*****	Mary Todd Elementary	Connor's Prairie Children's Museum & Indianapolis Zoo	April 24-25
/	5th Grade	Indianapolis, IN	(2 school days)
	Sponsor's name: Erin Spring. Additional chaperones 11. Students 89.	Students will explore history, science, technology, engineering & math at the museum and learn about animals, habitats and our environment at the zoo.	Date Correction

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

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

POLICY REFERENCE 09.36 (School Related Student Trips)

RECOMMENDATION: A motion is in order to:

"Approve the extended trip requests as listed."

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

MEETING: Planning

DATE: 7/8/2019

TOPIC: Professional Leave By District Personnel

PREPARED BY: Jennifer Dyar

Recommended Action on: 7/8/2019

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

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

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

Policy: 03.1911\03.2911

Fiscal Impact \$117,107.27

Attachments(s): N/A

Reimbursement Funding Source	Current Agenda	Year-to-Date
Employee Self-Funded	\$0	
General Funds	\$15,654.27	0
Outside Third-Party Source	\$0	0
School Funds	\$6,913.00	0
IDEA Grant	\$13,380.00	0
Perkins Grant	\$0	0
Title I Grant	\$3,900.00	0
Title II Grant	\$77,260.00	0
Title III Grant	\$0	0
Title IV Grant	\$0	0

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Other Grants	\$0	o
TOTALS	\$117,107.27	0

PROFESSIONAL LEAVE BY DISTRICT PERSONNEL

1 Professional Leave Request Recommended:

<u>Professional Meeting Location & Dates</u>	<u>Staff Member</u>	<u>School</u>	<u>Substitute</u>	<u>Reimbursement Funding Sources</u>	<u>Total Cost</u>
2019 Commerce Leadership Visit Raleigh, NC May 8-10, 2019 Work Days - 0	Will Nash Darryl Love Stephanie Spires Raymond Daniels	Board Member Board Member Board Member Board Member	NO NO NO NO	Gen Fund \Administrative Services Gen Fund \Administrative Services Gen Fund \Administrative Services Gen Fund \Administrative Services	\$2,499.00 \$2,499.99 \$2,499.00 \$2,499.00
KASBO Conference Louisville, KY May 9-10, 2019 Work Days - 2	Kiyon Massey	IKASS	NO	Gen Fund/Classified	\$445.00
Summit Learning Summer Minneapolis, MN June 23-28, 2019 Work Days - 5	Larry Caudill	LTMS	NO	Grant/Summit Learning	\$1,880.00
IB Training Mathematics Analysis and Approaches Category 2 Atlanta, GA July 8-11, 2019 Work Days - 0	Shannon Cole David Riddle Jami Dailey	Tatesa Creek High Tates Creek High Tates Creek High	NO NO <u>NO</u>	School School School	\$2,189.35 \$2,189.00 \$2,535.00
Victory Over Violence Covington, KY July 15-17, 2019 Work Days - 3	Nancy Sprague Shakira Goldsmith-Mason	Tates Creek Elem Paul L Dunbar High	<u>NO</u> <u>NO</u>	Gen Fund/FRC Grant fund/FRC	\$500.00 \$481.93

2019 National STOP Conference Portland, OR July 15-18, 2019 Work Days - 0	Ashley Layne Sarah Vogelpohl Kaitlyn Nevill Regan Hire	Breckinridge Elem Meadowthorpe Elem Meadowthorpe Elem Breckinridge Elem	NO NO NO NO	Title II Title II Title II Title II	\$2,750.00 \$2,750.00 \$2,750.00 \$2,750.00
National PE Institute Asheville, NC July 21-24, 2019 Work Days - 0	Daniel Hill Angela Starks LaDonda Porter Lisa Hager	Tates Creek Elem SCAPA Beaumont Middle Henry Clay High	NO NO NO NO	Title II Title II Title II Title II	\$1,400.00 \$1,400.00 \$1,400.00 \$1,400.00
Marcus Autism Center Crisis Management Atlanta, GA August 4-9, 2019 Work Days 5	Emily Sartini Tricia Crowe Jessika Vance-Morgan	IAKSS IAKSS IAKSS	NO NO NO	IDEA/Special Ed IDEA/Special Ed IDEA/Special Ed	\$4,460.00 \$4,460.00 \$4,460.00
Leadership Lexington Class of 2020 Jabez, KY August 15-16, 2019 Work Days - 2	BJ Martin	IAKSS	NO	Title II	\$1,660.00
Math Recovery Boonesborough, KY September 17-19, 2019- Work Days - 4 December 11-13, 2019 Work Days- 4	Elizabeth Wakefield Elizabeth Wakefield	Picadome Elem Picadome Elem	Title I Title I	Title I Title I	\$1,950.00 \$1,950.00
National Safety Council Congress & Expo San Diego, CA	Jeffrey Harris	Risk Management & safety	NO	Gen Fund/Risk Management	\$2,670.05

**September 8-11, 2019
Work Days - 3**

USAC 2019 Fall Applicant Training Washington, DC	Sandra Nicholson	Technology	NO	Gen Fund/Technology	\$1,900.00
September 18-21, 2019 Work Days - 3					
American Association of School Librarians Louisville, KY	Janice Lane	Glendover Elem	Title II	Title II	\$1,189.00
November 14-16, 2019 Work Days - 2	Amanda Hurley	Henry Clay High	Title II	Title II	\$1,189.00
	Dottie Fields	Arlington, Elem	Title II	Title II	\$1,189.00
	Claudett Edie	Leestown Middle	Title II	Title II	\$1,189.00
	Melinda Craig	Liberty Elem	Title II	Title II	\$1,189.00
	AllieShae Prater	Dixie Elem	Title II	Title II	\$1,189.00
	Lindsey Patrick	Mary Todd Elem	Title II	Title II	\$1,189.00
	Karen Morrison	Wellington Elem	Title II	Title II	\$1,189.00
	Stephanie Meyer	Harrison Elem	Title II	Title II	\$1,189.00
	Summer Perry	Paul L Dunbar High	Title II	Title II	\$1,189.00
	Christie Ping	Garrett Morgan Elem	Title II	Title II	\$1,189.00
	Lisa Pollock	Squires Elem	Title II	Title II	\$1,189.00
	Jennifer Prall	Tates Creek High	Title II	Title II	\$1,189.00
	Meredith Reed	Locust Traces	Title II	Title II	\$1,189.00
	Kelli Reno	Frederick Douglass High	Title II	Title II	\$1,189.00
	Stephanie Schoff	Lafayette High	Title II	Title II	\$1,189.00
	Samantha Sewell	Athens Chilesburg Elem	Title II	Title II	\$1,189.00
	Rebecca Smith	Southern Middle	Title II	Title II	\$1,189.00
	April Thomas	Jessie Clark Middle	Title II	Title II	\$1,189.00
	Lindsey Thrash	Julius Marks Elem	Title II	Title II	\$1,189.00
	Amber Tongate	The Learning Center	Title II	Title II	\$1,189.00
	Erica Lea West	Tates Creek Elem	Title II	Title II	\$1,189.00
	Dorrene White	Beaumont	Title II	Title II	\$1,189.00
	Lauren Wolfe	Tates Creek High	Title II	Title II	\$1,189.00
	Tracie Dreyer-Hanes	Booker T Washington Elem	Title II	Title II	\$1,189.00

Che Farris	Southern Middle	Title II	Title II	\$1,189.00
Melody Coyle	Yates Elem	Title II	Title II	\$1,189.00
David Carty	Technology	NO	Title II	\$1,189.00
Patricia Calico	Tates Creek Middle	Title II	Title II	\$1,189.00
Melissa Brewer	Bryan Station Middle	Title II	Title II	\$1,189.00
Amy Basham	Ashland Elem	Title II	Title II	\$1,189.00
Rachel Barcus	Coventry Oak Elem	Title II	Title II	\$1,189.00
Jessica Auit	Veterans Parks Elem	Title II	Title II	\$1,189.00
Robert Moore	Technology	NO	Title II	\$1,189.00
Grace Cotton	LTMS	Title ii	Title II	\$1,189.00
Elizabeth Carrico	Clays Mills Elem	Title II	Title II	\$1,189.00
Deanne Burnett	Millcreek Elem	Title II	Title II	\$1,189.00
Louise Begley	Bryan Station High	Title II	Title II	\$1,189.00
Amy Johns	Technology	NO	Title II	\$1,189.00
Janice Lane	Glendover Elem	Title II	Title II	\$1,189.00
Kristie Larison	Northern Elem	Title II	Title II	\$1,189.00
Carla O'Brien	Winburn Middle	Title II	Title II	\$1,189.00
Laura Barnes	James Lane Allen Elem	Title II	Title II	\$1,189.00
Tamara Fitch	Deep Springs Elem	Title II	Title II	\$1,189.00
laurie Goodlett	Crawford Middle	Title II	Title II	\$1,189.00
Katy Hollinger	Rosa parks Elem	Title II	Title II	\$1,189.00
Caryn Huber	Mary Todd Elem	Title II	Title II	\$1,189.00
Lauren Barnes	James Lane Allen Elem	Title II	Title II	\$1,189.00
Lindsey Banks	Sandersville Elem	Title II	Title II	\$1,189.00
Melissa Adams	Cassidy Elem	Title II	Title II	\$1,189.00

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

MEETING: Planning

DATE: 7/8/2019

TOPIC: Approval of Instructional School Fees for 2019-2020

PREPARED BY: Chiefs of Schools

Recommended Action on: 7/8/2019

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Approve the student instructional fee schedule for the 2019-2020 school year.

Background/Rationale: Instructional fees are to be monitored at the school level to ensure that the district is keeping a current record of board approved fees for students. All instructional fees will be in compliance with Board policy 08.232 Instructional Resources which state that *fees for rental or purchase of instructional resources may be charged*; and Board policy 09.15 Student Fees which reports that *all student fees and charges shall be established by the Board. Approved fees shall remain in place until modified or removed by Board resolution. Pupils may be assessed for activities as specified in administrative procedures. However, mandatory waiver of fees for qualifying students shall be accomplished in compliance with applicable statutory and regulatory requirements.*

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

Fiscal Impact: N/A

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

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Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Will Nash • 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

APPROVAL OF INSTRUCTIONAL SCHOOL FEES **FOR 2019-2020**

BACKGROUND:

Instructional fees are to be monitored at the school level to ensure that the district is keeping a current record of board approved fees for students. All instructional fees will be in compliance with Board policy 08.232 Instructional Resources which state that *fees for rental or purchase of instructional resources may be charged*; and Board policy 09.15 Student Fees which reports that *all student fees and charges shall be established by the Board. Approved fees shall remain in place until modified or removed by Board resolution. Pupils may be assessed for activities as specified in administrative procedures. However, mandatory waiver of fees for qualifying students shall be accomplished in compliance with applicable statutory and regulatory requirements.*

RATIONALE:

Approval of school fees will help to ensure consistency district-wide with school fees, as well as to establish an expense limit.

PROPOSAL:

INSTRUCTIONAL FEES IN ELEMENTARY

Establish a maximum dollar amount of \$120 per elementary student (primary/intermediate) for all fees (field trips, supplies, etc) for the school year. A spreadsheet will be kept for each teacher/teaching team to monitor requested fees so that at any time there is a current record of fees to date.

Any Extended Field Trips are exempt from the maximum amount.

School supplies requested from parents for students should be for individual student consumable use only. Principals should review all supply lists before distributing to parents. Supply lists should be posted on school websites by July 1. Teachers need to avoid requiring items that are classroom consumables such as cleaning supplies, copy paper, ink/printing cartridges, etc.

INSTRUCTIONAL FEES IN MIDDLE AND HIGH SCHOOLS

MIDDLE SCHOOL FEES **Maximum Amount Allowed**

Art	\$25.00
Band/Instrument Rental	\$25.00
Drama, Arts and Humanities	\$25.00
Family Consumer Science	\$20.00
Foreign Language	\$10.00
Orchestral/Instrument Rental	\$25.00
Physical Education	\$15.00

Science	\$15.00
Ag Science	\$10.00
Technology Education	\$20.00
Business and Marketing	\$10.00
Math Lab	\$5.00
Locker Rental	\$5.00
Student Agenda/Student Planner	\$8.00
Workbooks	\$10.00
Technology Issued Devices	\$25.00

**HIGH SCHOOL INSTRUCTIONAL FEES
MAXIMUM AMOUNT ALLOWED**

Class	Amount
Textbook/Technology/Instructional	\$8 per class
AP/GT Classes	
IB	\$5.00
AP, All Other Classes	\$20.00
AP Music Theory	\$40.00
AP Art, Honors Art, Independent Study	\$35.00 semester
MSTC Fee	\$20 per semester
MSTC Engineering Class	\$30 per semester
Arts	
Arts and Humanities	\$5.00
Introduction to Journalism	\$25.00
Drama	\$40.00
Art 1	\$25.00 semester
Crafts	\$35.00 semester
Drawing I, II, III	\$25.00 semester
Design/Printmaking or Art II	\$35.00 semester
Painting I, II	\$35.00 semester
Sculpture	\$35.00 semester
Pottery/Ceramics I, II, III	\$35.00 semester
Digital Art I, II, III, Digital Photo Illustration	\$35.00 semester
Business	
Business	\$5.00
Accounting	\$20.00
Music	
Band, Orchestra; Band/Orchestra Instrument Rental	\$25.00
Musicianship, Guitar	\$30.00
Choir	\$50.00
Design/Graphic Arts	

Architecture I & II	\$5.00
Design	\$25.00
Graphic Arts	\$30.00
Graphics I & II, Photography	\$35.00
EBEC, Co-op, Community Programs	
Community Service, Co-Op, EBCE	\$15.00
Engineering	
Introduction to Engineering Design, Principles of Engineering	\$30.00
Pre-Engineering, Conceptual Engineering and Drafting	\$30.00
Family Consumer Science	
Early Childhood I	\$5.00
Family Consumer Science Culinary, Family Consumer Science (per semester), Family Consumer Science Foods, Early Childhood, Foods/Food Management/Culinary Arts(per semester), Life Skills	\$30.00
Fashion & Interior Design, Medicaid Nurses Aid	\$25.00
Commercial Foods (per semester)	\$30.00
Foreign Language	
French, German, Spanish, Latin	\$10.00
Miscellaneous	
Freshman Seminar	\$8.00
Physical Education	\$20.00
Career and Technical Academy	\$25.00
Technical Programs	
Engine Manufacture	\$5.00
Technical Center Workbooks (not all classes), Technical Center Uniforms (MNA & Medical Services)	\$25.00
Technology	
Technology	\$5.00
TV/Radio Production	\$10.00
Computer Art	\$25.00
Technology Concepts; Design and Application	\$30.00
Technology Issued Devices	\$25.00
Science	
Biology, Chemistry, Earth/Space Science, Integrated Science, Physical Science, Physics	\$5.00
General	\$10.00
Forensics	\$15.00
Anatomy/Physiology	\$15.00
General	
Workbooks	\$10.00

**AFTER SCHOOL CARE FEES
MAXIMUM AMOUNT ALLOWED**

	Amount
Registration**	\$30.00 per child, \$40.00 per family
Daily Fee	\$11.00 per day (FT) \$12.00 per day (PT)
Late Fee	\$2.00 per minute
**to be refunded if space does not open; parent requests removal from list or June 30 if student never enrolled.	

**STUDENT PARKING FEES
MAXIMUM AMOUNT ALLOWED**

	Amount
Parking Fee	\$25.00
Renewal and Replacement Fee	\$10.00

STAFF CONTACT: Chiefs of Schools

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

RECOMMENDATION: A motion is in order to:
“Approve the student instructional fee schedule for the 2019-2020
school year.”

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

MEETING: Regular

DATE: July 8, 2019

TOPIC: Approve the Recommendation from the Local Planning Committee (LPC) to Amend the Current (2017) District Facility Plan (DFP) and Board to Establish a Date, Time and Location for the Public Hearing in Regards to this Amended DFP

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

Recommended Action on: 7/8/2019
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve the recommendation from the Local Planning Committee (LPC) to amend the current 2017 District Facility Plan (DFP) per the Amendment Process described in Section 502 of 702 KAR 4:180, The School Facilities Planning Manual, and for the Board to establish a date, time and location for the Public Hearing in regards to this amended DFP. Amended items include the following:

- (1) Remove item 1c.7 Tates Creek High School (TCHS) from a renovation project;
- (2) Add TCHS as item 1b.3, a new construction project;
- (3) Remove item 1c.2 – Moderate & Severe Disabilities (MSD) Transitional Program from renovation;
- (4) Add MSD Transitional Program as item 1b.4, a new construction project;
- (5) Delete item 4.1 IAKSS – 4 building complex;
- (6) Add a new item 4.6, acquire site and building for new central office location.

Background/Rationale: Curriculum changes relative to the high school academies have continued to evolve since the conclusion of the Local Planning Committee meetings in late 2016. Reconsideration of these instructional programs have caused a review of existing sites and the facilities needed to support them. The 2017 FCPS District Facility Plan was approved by the State Board of Education in April 2017, before these current projects were being considered. The amended plan will now include four items in the “1.b. New Construction” category, the third item is to construct a new TCHS and the fourth item to construct a new moderate and severe disabilities (MSD) transitional program, as the goal of this specific move is to include these spaces in the new TCHS. Category “4 Management support areas” is affected by this amended plan also by removing the renovation of IAKSS from the plan until a specific educational use is determined in order to add a new item under this category for the acquisition of site and building for a new central office location, which is the purchase of the Lexmark property. These changes can be accomplished via the amendment process described in Section 502 of 702 KAR 4:180, The School Facilities Planning Manual.

A quorum of the LPC reconvened on June 6, 2019 to consider these amended items on the DFP and to vote on these changes to the current 2017 DFP per the amendment process described in Section 502 of 702 KAR 4:180, The School Facilities Planning Manual. The vote was unanimous and these items were put together in a draft form and sent to KDE for review and comment. KDE accepted the changes and approved the draft amended items. The DFP was returned to the LPC with no changes. A quorum of the LPC then met on June 20, 2019 and reviewed and approved the amended plan. The vote was unanimous

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Superintendent Emmanuel Caulk

in favor of these changes. Making these changes positively affects capital project funding and multiple bond sales scheduled over the next several months.

Therefore, the staff supports the Board's approval of the recommendation from the Local Planning Committee (LPC) to amend to the current 2017 District Facility Plan (DFP) per the Amendment Process described in Section 502 of 702 KAR 4:180, The School Facilities Planning Manual.

Policy: **702 KAR 4:180 – Kentucky School Facilities Planning Manual**
 01.11 – Powers and Duties of the Board

Fiscal Impact: **None**

Attachments(s): **Amended DFP**

On motion by _____, seconded by _____,
the Board approves the recommendation from the Local Planning Committee (LPC) to amend the current 2017 District Facility Plan (DFP) as set out herein, per the Amendment Process described in Section 502 of 702 KAR 4:180, The School Facilities Planning Manual and for the Board to establish a date, time and location for the Public Hearing in regards to this amended DFP.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

FAYETTE COUNTY SCHOOLS DISTRICT FACILITY PLAN

FINDING. NO. 1: APRIL 2018

BOLD

FINDING. NO. 2: APRIL 2019

BOLD, UNDERLINE

DRAFT**AMENDMENT NO. 1 DATE TBD****BOLD, UNDERLINE, ITALICIZED**

NEXT DFP DUE: APRIL 2021

PLAN OF SCHOOL ORGANIZATION

- | | | | |
|---|-----------------------------------|-----------|-------------|
| 1. Current Plan | P, P-5, K-5, 4-8, 6-8, 6-12, 9-12 | | |
| SCAPA at Bluegrass Magnet | | Permanent | 4-8 Center |
| Carter G. Woodson Academy (@ New/Sixth High School) | | Permanent | 6-12 Center |
| Martin Luther King Academy | | Permanent | 6-12 Center |
| Newcomers Academy (@ former Linlee ES) | | Permanent | 6-12 Center |
| 2. Long Range Plan | P, P-5, K-5, 4-8, 6-8, 6-12, 9-12 | | |

SCHOOL CENTERS

	Status	Organization	Student Enrollment Capacity
1. Secondary			
a. Bryan Station High School	Permanent	9-12 Center	1747/1867
b. Carter G. Woodson Academy (@ New/Sixth High School)	Permanent	9-12 Center	81/200
c. Henry Clay High School	Permanent	9-12 Center	2366/2133
d. Lafayette High School	Permanent	9-12 Center	2222/2100
e. Locust Trace AgriScience	Permanent	9-12 Center	307/250
f. Martin Luther King Alternative School	Permanent	6-12 Center	230/510
g. Newcomers Academy (@ Linlee Elementary)	Permanent	6-12 Center	250
h. <u>Frederick Douglass High School</u>	Permanent	9-12 Center	1595/1800
i. Paul Laurence Dunbar High School	Permanent	9-12 Center	2231/2033
j. STEAM Academy (1555 Georgetown Road)	Permanent	9-12 Center	324/600
k. Bates Creek High School	Permanent	9-12 Center	1825/2033
l. The Learning Academy (@ Booker T Wash. Interm)	Permanent	9-12 Center	165/250
m. Eastside Technical Center	Permanent	9-12 Center	382/240
n. Southside Technical Center	Permanent	9-12 Center	524/240
2. Middle			
a. Beaumont Middle School	Permanent	6-8 Center	1139/967
b. Bryan Station Middle School	Permanent	6-8 Center	673/800
c. Carter G. Woodson Academy (@ New/Sixth High School)	Permanent	6-8 Center	124/150
d. Crawford Middle School	Permanent	6-8 Center	467/833
e. Edythe Jones Hayes Middle School	Permanent	6-8 Center	1204/892
f. Jessie Clark Middle School	Permanent	6-8 Center	1006/1000
g. Leestown Middle School	Permanent	6-8 Center	886/867
h. Lexington Traditional Magnet Middle School	Permanent	6-8 Center	494/733
i. Morton Middle School	Permanent	6-8 Center	757/733
j. SCAPA at Bluegrass Magnet School	Permanent	4-8 Center	168/300
k. Southern Middle School	Permanent	6-8 Center	668/800
l. Bates Creek Middle School	Permanent	6-8 Center	941/900
m. Winburn Middle School	Permanent	6-8 Center	626/867
3. Elementary			
a. Arlington Elementary School	Permanent	PS-5 Center	349/473
b. Ashland Elementary School	Permanent	PS-5 Center	359/394
c. Athens Chilesburg Elementary School	Permanent	PS-5 Center	822/700
d. Booker T. Washington Primary	Permanent	PS-5 Center	294/471
e. Breckinridge Elementary School	Permanent	PS-5 Center	580/675
f. Cardinal Valley Elementary School	Permanent	PS-5 Center	586/675
g. Cassidy Elementary School	Permanent	PS-5 Center	727/617
h. Clays Mill Elementary School	Permanent	PS-5 Center	564/675
i. Coventry Oak Elementary School	Permanent	PS-5 Center	518/650
j. Deep Springs Elementary School	Permanent	PS-5 Center	535/625

k. Dixie Magnet Elementary School	Permanent	PS-5 Center	528/528
l. Garden Springs Elementary School	Permanent	PS-5 Center	450/650
m. Garrett Morgan Elementary School	Permanent	PS-5 Center	580/650
n. Glendover Elementary School	Permanent	PS-5 Center	572/650
o. Harrison Elementary School	Permanent	PS-5 Center	303/400
p. James Lane Allen Elementary School	Permanent	PS-5 Center	488/600
q. Julius Marks Elementary School	Permanent	PS-5 Center	672/600
r. Lansdowne Elementary School	Permanent	PS-5 Center	657/625
s. Liberty Elementary School	Permanent	PS-5 Center	706/700
t. Mary Todd Elementary School	Permanent	PS-5 Center	475/550
u. Maxwell Elementary School	Permanent	PS-5 Center	547/450
v. Meadowthorpe Elementary School	Permanent	PS-5 Center	538/600
w. Millcreek Elementary School	Permanent	PS-5 Center	473/700
x. Northern Elementary School	Permanent	PS-5 Center	518/525
y. Picadome Elementary School	Permanent	PS-5 Center	482/500
z. Rosa Parks Elementary School	Permanent	PS-5 Center	715/675
aa. Russell Cave Elementary School	Permanent	PS-5 Center	282/375
bb. Sandersville Elementary School	Permanent	PS-5 Center	596/650
cc. Southern Elementary School	Permanent	PS-5 Center	527/708
dd. Squires Elementary School	Permanent	PS-5 Center	502/600
ee. Stonewall Elementary School	Permanent	PS-5 Center	701/775
ff. Bates Creek Elementary School	Permanent	PS-5 Center	690/725
gg. Veterans Park Elementary School	Permanent	PS-5 Center	780/650
hh. Wellington Elementary School	Permanent	PS-5 Center	693/650
ii. William Wells Brown Elementary School	Permanent	PS-5 Center	328/450
jj. Yates Elementary School	Permanent	PS-5 Center	369/475

CAPITAL CONSTRUCTION PRIORITIES (Schedule within the 2017-2018 Biennium)

1a. New construction to meet student capacity; further implementation of established programs; or complete approved projects constructed in phases.

	Eff. %	Cost Est.
1. New High School (STEAM Academy) 600 Student capacity on new site to be determined	97,081 sf.	\$24,193,556
2. Acquire 1555 Georgetown Road Renovate for use as: STEAM Academy <u>SUCCESS ACADEMY</u>		\$24,193,556
3. New Middle School 900 Student capacity (site purchase pending)	110,521 sf.	\$25,861,914
4. New Elementary School 650 Student capacity (Athens-Boonesboro Road site purchased)	67,898 sf.	\$15,570,369
5. New Elementary School 650 Student capacity (vicinity of the Hamburg area)	67,898 sf.	\$15,570,369

1b. New construction to replace inadequate spaces; expand existing or new buildings for educational purposes; consolidate schools; or replace deteriorated facilities.

	Eff. %	Cost Est.
1. Secured Vestibule @ Specified Locations Provide a securable main entry with minimal modifications (estimated cost @ \$50 K each) at the following elementary schools: Ashland, Dixie Magnet, Julius Marks, Lansdowne, Maxwell, Picadome, Rosa Parks and Veterans Park; at the following middle schools: Crawford and Morton.	\$	500,000

2. School for Creative and Performing Arts (SCAPA Grades 4-8 Program)

Construct: 41,421 sf. 71%

Major addition to existing building for program expansion doubling the 4th- through 8th-grades student capacity from 250 to 500 to include:

6	Classrooms	750 sf.	4,500 sf.	71%	\$1,483,099
3	Resource Classrooms	375 sf.	1,125 sf.	71%	\$370,775
1	Special ED/FMD	825 sf.	825 sf.	71%	\$271,901
1	Science Classroom/Lab	1,000 sf.	1,000 sf.	71%	\$329,577
1	Tech Ed Lab	2,606 sf.	2,606 sf.	71%	\$858,879
1	Computer Lab	900 sf.	900 sf.	71%	\$296,620
1	Creative Writing Classroom	1,150 sf.	1,150 sf.	71%	\$379,014
3	Visual Arts Classrooms	1,200 sf.	3,600 sf.	71%	\$1,186,479
1	Library/Media Center	700 sf.	700 sf.	71%	\$230,704
2	Dance Lab	1,700 sf.	3,400 sf.	71%	\$1,120,563
3	Vocal Music	1,000 sf.	3,000 sf.	71%	\$988,732
12	Band/Orchestra Rehearsal	340 sf.	4,080 sf.	71%	\$1,344,676
2	Piano Rehearsal	1,200 sf.	2,400 sf.	71%	\$790,986
1	Piano Lab (MIDI)	1,150 sf.	1,150 sf.	71%	\$379,014
Expand existing:					
1	Cafeteria/PE (Multi-Purpose)	9,250 sf.	9,250 sf.	71%	\$3,048,592
1	Kitchen	1,235 sf.	1,235 sf.	71%	\$407,028
1	Admin Suite	500 sf.	500 sf.	71%	\$164,789

3. Construct new Tates Creek High School

280,000 sf

\$69,778,800

4. Construct New Moderate & Severe Disabilities (MSD) Transitional Program

\$500,000

1c. Major renovation/additions of educational facilities; including expansions, kitchens, cafeterias, libraries,

administrative areas, auditoriums, and gymnasiums.

Eff. %

Cost Est.

1. Non-traditional/Transitional Academy (new program for 250 High School Students located at the existing Johnson Elementary school site)

42,582 sf.

\$8,489,573

Major renovation of an existing site to include; ADA, Life Safety including secure entrance, site development including parking, exterior including lighting, HVAC, electrical, technology framework, intercom and phone system, plumbing, lighting, etc.

2. Newcomers Academy (new program for 250 Middle/High School ESL Students located @ Linlee Elementary)

42,500 sf.

\$8,473,225

Major renovation of an existing site to include; ADA, Life Safety including secure entrance, site development including parking, exterior including lighting, HVAC, electrical, technology framework, intercom and phone system, plumbing, lighting, etc.

3. ~~Moderate & Severe Disabilities (MSD) Transitional Program~~~~\$500,000~~

~~Major renovation of an existing space (to be determined) to include: ADA, Life Safety including secure entrance, HVAC, electrical, technology framework, intercom and phone system, plumbing, lighting, etc.~~

4. Dunbar High School

271,514 sf.

\$19,413,251

Major Renovation to include; Life Safety including secure entrance and perimeter, ADA, HVAC and roof.

New Construction:

Eff. %

12	Classrooms	750 sf.	9,000 sf.	68%	\$3,298,368
1	Media Center Expansion	2,410 sf.	2,410 sf.	68%	\$883,230
1	Cafeteria Expansion	2,500 sf.	2,500 sf.	68%	\$916,213
1	Kitchen Expansion	575 sf.	575 sf.	68%	\$210,729

5. Henry Clay High School	243,178 sf.	\$17,387,227
Major renovation to include; ADA, Life Safety including secure entrance, site development including parking, exterior including lighting, HVAC, electrical, technology framework, intercom and phone system, plumbing, lighting and gymnasium floor.		
Construct:		
8 Classrooms	750 sf.	6,000 sf. 68% \$2,198,912
1 Media Center Expansion	5,500 sf.	5,500 sf. 68% \$2,015,669
1 Cafeteria Expansion	2,766 sf.	2,766 sf. 68% \$1,013,698
1 Kitchen Expansion	210 sf.	210 sf. 68% \$76,962
6. Lafayette High School	249,735 sf.	\$17,856,053
Major renovation to include; Life Safety including secure entrance and perimeter, ADA, sitework including parking, HVAC, Technology framework, intercom and phone system, plumbing, lighting, electrical and auditorium.		
7. Tates Creek High School	224,192 sf.	\$16,029,728
Major renovation to include; Life Safety, kitchen, cafeteria, HVAC, exterior and interior lighting, roof, plumbing, intercom and phone system and convert two classrooms into computer labs.		
8. Beaumont Middle School	95,360 sf.	\$6,818,240
Major renovation to include HVAC, electrical, technology framework, intercom and phone system, plumbing, interior and exterior lighting.		
Construct:		
12 Classrooms	750 sf.	9,000 sf. 71% \$2,966,197
2 Computer labs	900 sf.	1,800 sf. 71% \$593,239
1 Cafeteria addition	4,700 sf.	4,700 sf. 71% \$1,549,014
1 Kitchen addition	2,500 sf.	2,500 sf. 71% \$823,944
1 Gymnasium expansion	4,400 sf.	4,400 sf. 71% \$1,450,141
9. Southern Middle School	92,685 sf.	\$6,626,978
Major renovation to include kitchen, exterior including lighting, HVAC, intercom, plumbing, electrical, interior lighting and floors.		
Construct:		
1 Cafeteria addition	3,200 sf.	3,200 sf. 71% \$1,054,648
1 Gymnasium expansion	5,950 sf.	5,950 sf. 71% \$1,960,986
10. Winburn Middle School	92,242 sf.	\$6,595,303
Major renovation to include; kitchen, cafeteria, exterior including lighting, interior lighting, HVAC, plumbing, electrical, interior finishes, technology framework and gymnasium floor.		
Construct:		
1 Kitchen addition	1,600 sf.	1,600 sf. 71% \$527,324
1 Cafeteria addition	3,100 sf.	3,100 sf. 71% \$1,021,690
1 Gymnasium expansion	5,950 sf.	5,950 sf. 71% \$1,960,986
11. Booker T. Washington Primary	52,265 sf.	\$3,736,948
Major renovation to include; secure entrance, kitchen, HVAC and electrical, plumbing, exterior and interior lighting, intercom and phone system.		
12. Northern Elementary School	67,310 sf.	\$4,812,665
Major renovation to include; Life Safety including secure entrance, site development, kitchen, lighting and HVAC.		

13. Eastside Technical Center		22,855 sf.	74%	\$6,157,508	
Major renovation to include; Life Safety including secure entrance, ADA, site development, roof, exterior including lighting, HVAC, electrical, plumbing, classrooms, computer lab, restrooms, technology framework, cable trays, intercom and phone system and lighting. Demolition including asbestos abatement.					
Construct:					
8	Classrooms	750 sf.	6,000 sf.	74%	\$2,020,622
1	Kitchen	3,000 sf.	3,000 sf.	74%	\$1,010,311
1	Cafeteria	4,600 sf.	4,600 sf.	74%	\$1,549,143
14. Southside Technical Center		28,614 sf.	74%	\$7,709,076	
Major renovation to include; Life Safety including secure entrance, ADA, site development, roof, exterior including lighting, HVAC, electrical, plumbing, classrooms, computer lab, restrooms, technology framework, cable trays, intercom and phone system and lighting. Demolition including asbestos abatement.					
New Construction:					
8	Classrooms	750 sf.	6,000 sf.	74%	\$2,020,622
1	Kitchen	3,000 sf.	3,000 sf.	74%	\$1,010,311
1	Cafeteria	4,600 sf.	4,600 sf.	74%	\$1,549,143
15. Child Development Center of the Bluegrass		10,760 sf.		\$775,139	
Major renovation to include; interior doors, hardware and windows, interior finishes and accessories, casework, signage, HVAC replacement, electrical/lighting/service upgrade, plumbing/fixtures, fire protection and annunciation systems, technology framework and ADA accessibility.					
16. Martin Luther King Alternative School		40,746 sf.		\$978,434	
Major renovation component to include approved exception; Life Safety including security system.					
17. Harrison Elementary School		56,300 sf.		\$282,173	
Major renovation component to include approved exception; HVAC controls.					

CAPITAL CONSTRUCTION PRIORITIES (Schedule after the 2019-2020 Biennium)

2a.	New construction	to meet student capacity; further implementation of established programs; or complete approved projects constructed in phases.	Eff. %	Cost Est.	
1.	New Elementary School	750 650 Student capacity (vicinity of Masterson Station area)	67,898 sf.	\$15,570,369	
2.	Locust Trace AgriScience Construct:				
	8 Classrooms	750 sf.	6,000 sf.	74%	\$2,020,622
	1 Kitchen	2200 sf.	2,200 sf.	74%	\$740,895
	1 Cafeteria	3,000 sf.	3,000 sf.	74%	\$1,010,311

CAPITAL CONSTRUCTION PRIORITIES (Regardless of Schedule)

3. Construction of non-educational additions or expansion including kitchens, cafeterias, administrative areas, auditoriums and gymnasiums not associated with major renovations.				
1. School for Creative and Performing Arts (SCAPA Grades 4-12 Program)				
Site Purchase (to be determined)				\$500,000
Construct:		22,500 sf.	71%	
New performing arts theater building for SCAPA and district-wide use with seating for 1,000 on a site to be determined to include:				
1	Public Entry Vestibule	200 sf.	200 sf.	71% \$65,915
1	Theater Lobby/Foyer	1,500 sf.	1,500 sf.	71% \$494,366
1	Tickets/Manager's Office	300 sf.	300 sf.	71% \$98,873
1	Public Restrooms/Custodial	600 sf.	600 sf.	71% \$197,746
1	Concessions	300 sf.	300 sf.	71% \$98,873
1	1,000-seat Auditorium	8,050 sf.	8,050 sf.	71% \$2,653,099

1	Orchestra Pit	1,200 sf.	1,200 sf.	71%	\$395,493
1	Main Stage (incl wings)	3,500 sf.	3,500 sf.	71%	\$1,153,521
1	Dressing Rooms (lg & sm)	1,200 sf.	1,200 sf.	71%	\$395,493
1	Restrooms/Custodial	400 sf.	400 sf.	71%	\$131,831
1	Set Shop	2,000 sf.	2,000 sf.	71%	\$659,155
1	Prop Storage	1,500 sf.	1,500 sf.	71%	\$494,366
1	Costumes/Wardrobe	1,000 sf.	1,000 sf.	71%	\$329,577
1	Theater Classroom	750 sf.	750 sf.	71%	\$247,183

4. Management support areas: Construct, acquisition, or renovation of central offices, bus garages, or central stores

Eff. %

Cost Est.

1. IAKSS—4 building complex	145,532 sf.	
Central Office (Henry Clay HS 1929-80)	112,283 sf.	\$20,856,567
IAKSS Annex (pre-1980)	20,739 sf.	\$3,852,269
John Ambrose Bldg. (1965)	9,360 sf.	\$1,738,620
Clothing Center (pre-1980)	3,150 sf.	\$585,113

~~Major renovation to all buildings including; Life Safety including secure entrance and perimeter, ADA, site development including parking and drainage, exterior including lighting, windows, roof, HVAC, electrical, plumbing, mechanical room, restrooms, corridors, technology framework, intercom and phone system, lighting, interior finishes, locker rooms and all administrative areas. Demolition including asbestos abatement.~~

2. Liberty Road Bus Garage	11,433 sf.	
Major renovation to the 1968 portion of the building to include; Life Safety including security system, ADA, HVAC, electrical, plumbing, communication system, exterior and interior lighting, administrative area, technology framework. Demolition of bus awning.		\$1,743,990
New Construction:		
4 Bus Bays	1,200 sf.	4,800 sf. 74% \$1,236,843
1 Administrative area for trainers, routers, etc.; to include driver waiting area		4,700 sf. 74% \$1,211,076

3. Miles Point		\$901,000
Acquire property - Site development		

4. Joe G. White Maintenance Building	22,172 sf.	\$2,773,274
Major renovation to include; Life Safety, ADA, site development, exterior including lighting, technology framework, HVAC, electrical, plumbing, windows, restrooms, mechanical room and interior lighting and finishes.		

5. Other Maintenance Building	32,548 sf.	\$4,071,104
Major renovation to include; Life Safety, ADA, site development, exterior including lighting, technology framework, HVAC, electrical, plumbing, mechanical room, interior lighting and finishes. restrooms and common areas.		

6. Acquire site and building for New Central Office location	162,740 sf	\$30,228,955
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<u>DISTRICT NEED</u>		<u>\$384,844,259</u>
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5. Discretionary Construction Projects; Functional Centers; Improvements by new construction or renovation.

Estimated Costs of these projects will not be included in the FACILITY NEEDS ASSESSMENT TOTAL.

Eff. %

Cost Est.

1. Dunbar High School	271,514 sf.	
Major renovation to include; sitework, kitchen, cafeteria, and phone system, technology framework, plumbing, electrical, interior finishes, resurface stadium and surface athletic fields.		\$45,695,806

Construct:				
1	Auxiliary Gymnasium (Stand alone w/lockers toilet, athletic storage, etc.)	9,550 sf.	9,550 sf.	68%
				\$3,499,935
Construct:				
	Softball Fieldhouse of 2,458 SF to satisfy KHSAA Title IX Compliance issues to include toilets, showers, lockers, office, storage and batting cage at each site - (LIPSA)		2,458 sf.	\$500,000
2. Henry Clay High School				
	Major renovation to include; Title IX compliance and surface athletic fields.		243,178 sf.	\$2,750,000
Construct:				
1	Auxiliary Gymnasium (Stand alone w/lockers toilet, athletic storage, etc.)	9,500 sf.	9,550 sf.	68%
				\$3,499,935
Construct:				
	Softball Fieldhouse of 2,458 SF to satisfy KHSAA Title IX Compliance issues to include toilets, showers, lockers, office, storage and batting cage at each site - (LIPSA)		2,458 sf.	\$500,000
3. Lafayette High School				
	Major renovation to include; Title IX compliance and surface athletic fields.		249,735 sf.	\$2,750,000
Construct:				
1	Auxiliary Gymnasium (Stand alone w/lockers toilet, athletic storage, etc.)	9,500 sf.	9,550 sf.	68%
				\$3,499,935
Construct:				
	Softball Fieldhouse of 2,458 SF to satisfy KHSAA Title IX Compliance issues to include toilets, showers, lockers, office, storage and batting cage at each site - (LIPSA)		2,458 sf.	\$500,000
4. Tates Creek High School				
	Major renovation to include; Title IX compliance and surface athletic fields.		224,192 sf.	\$2,750,000
Construct:				
1	Auxiliary Gymnasium (Stand alone w/lockers toilet, athletic storage, etc.)	9,500 sf.	9,550 sf.	68%
				\$3,499,935
Construct:				
	Softball Fieldhouse of 2,458 SF to satisfy KHSAA Title IX Compliance issues to include toilets, showers, lockers, office, storage and batting cage at each site - (LIPSA)		2,458 sf.	\$500,000
5. Bryan Station				
	Major renovation to include; Title IX compliance and surface athletic fields.		278,574 sf.	\$2,750,000
Construct:				
1	Auxiliary Gymnasium (Stand alone w/lockers toilet, athletic storage, etc.)	9,500 sf.	9,550 sf.	68%
				\$3,499,935
Construct:				
	Softball Fieldhouse of 2,458 SF to satisfy KHSAA Title IX Compliance issues to include toilets, showers, lockers, office, storage and batting cage at each site - (LIPSA)		2,458 sf.	\$500,000



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: July 08, 2019

TOPIC: Approval of Third-Party Special Inspection Agreement 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: 07/08/2019
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Authorize the Superintendent to execute a contract with S&ME, Inc. in the amount of \$43,000.00 (Forty-three Thousand Dollars) to perform the third-party special inspections outlined herein.

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

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

In preparation for the start of construction, proposals were obtained from four (4) qualified engineering firms to serve as the Special Inspection Agent. The special inspector must be available as soon as the contractor begins foundation work and whenever inspection activities are required by the code throughout the life of the project. Based on the design team's analysis of the proposals received, S&ME, Inc. appears to have submitted an acceptable proposal meeting all of the project criteria. The total anticipated value of the services needed for the project requires the approval of the Board.

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

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>
Construction 360	1303603	19163	0349

Attachment: None

On motion by _____, seconded by _____,
the Board authorizes the Superintendent to execute a contract with S&ME, Inc. in the amount of \$43,000.00 (Forty-three Thousand Dollars) to perform the third-party special inspections outlined herein.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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Superintendent Emmanuel Caulk

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

MEETING: Regular

DATE: July 08, 2019

TOPIC: Approval of Commissioning Agent Agreement 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: 07/08/2019
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Authorize the Superintendent to execute a contract with Paladin, Inc. in the amount of \$30,750 (Thirty Thousand, Seven Hundred Fifty Dollars) to perform the commissioning services outlined below.

Background/Rationale: Even when new building systems are installed properly the question remains whether these systems are performing at the optimal and most energy-efficient levels. Building commissioning attempts to ensure that the building's mechanical/electrical systems and components not only meet Owner's operational objectives, but are also conserving resources and cost. Similar to Special Inspections, the use of Facility Commissioning has grown rapidly in the past few years and has now likewise been incorporated into the building code requirements of the 2012 International Energy Conservation Code (IECC) and the 2010 American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE). Currently the requirements of the ASHRAE 90.1-2010 are the less stringent. Based on that fact, the project engineer has provided a written scope of work for the fundamental commissioning (related to HVAC and lighting control systems) required by ASHRAE for this project. (The International Building Codes are expected to increase the requirements for commissioning in the future to include more of building systems and components.) Three (3) commissioning agents were contacted and one proposal was received for this project. Based on the design team's analysis of the proposals received, Paladin, Inc. appears to have met all of the project scope of work criteria, and has submitted an acceptable and cost-efficient proposal. The total anticipated value of the services (\$30,750) needed for the project requires the approval of the Board.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>
Construction 360	1303603	19163	0349

Attachment(s): None

On motion by _____, seconded by _____, the Board authorized the Superintendent to execute a contract with Paladin, Inc. in the amount of \$30,750 (Thirty Thousand, Seven Hundred Fifty Dollars) to perform the commissioning services outlined above.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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Superintendent Emmanuel Caulk

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

MEETING: Planning

DATE: July 8, 2019

TOPIC: Approval of Bid, Interim and Proposed Contract, and a Revision to the BG-1 Project Application 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: 7/8/2019
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Reject the bid from Marrillia Design & Construction, based upon the reasons outlined in the Background/Rationale and Proposal, and accept the base bid with Alternates 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, as submitted by D.W. Wilburn, Inc.; approve the interim contract in the amount of \$2,500,000 (Two Million, Five Hundred Thousand Dollars); approve the proposed contract in the amount of \$22,108,500.00 (Twenty-two Million, One Hundred Eight Thousand, Five Hundred Dollars); and approve a revision to the BG-1 Project Application for a total of \$26,990,125.53 (Twenty-six Million, Nine Hundred Ninety Thousand, One Hundred Twenty-five Dollars and Fifty-three Cents), for the renovation of 1555 Georgetown Road to house the STEAM Academy and the Success Academy, 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. The program is consistent with other recent FCPS school projects. The project is planned to start construction around July 15, 2019. Substantial completion is planned for October 15, 2020. On Thursday, June 6, 2019, three (3) general contractors submitted proposals on a base bid and ten (10) alternate bids. The results of the bidding are as follows

BIDDER	BASE BID	Alternate Bid No. 1,2,3,4,5,6, 7,8,9&10	BASE BID plus No. 1,2,3,4,5,6, 7,8,9&10
1 Marrillia Design & Construction	\$19,590,000	\$1,615,300	\$21,205,300
2 D.W. Wilburn, Inc.	\$20,244,000	\$1,864,500	\$22,108,500
3 Monarch Construction	\$20,427,000	\$2,075,000	\$22,502,000

Alt #1 – STEAM Entrance; Alt #2 – Success Entrance; Alt #3 – Polk Lane Entrance; Alt #4 – Geothermal HVAC;
Alt #5 – Door Hardware; Alt #6 – Plastic Laminate Casework; Alt #7 – Wood Lab Casework;
Alt #8 – Security Alarm Manufacturer; Alt #9 – PA System Manufacturer; Alt #10 – Kitchen Equipment Manufacturers

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Superintendent Emmanuel Caulk

Proposal: The FCPS staff recommends rejecting the bid from Marrillia Design & Construction (“Marrillia”), which is the low bid, for the following reasons:

1. The design consultants, RossTarrant Architects (“RTA”), do not recommend Marrillia for this project. As the basis for its opinion, RTA cites several construction projects for public school districts (range of \$3.7 million to \$9.5 million) where RTA has been the Architect of Record on projects awarded to Marrillia. In each of the cited projects, substantial completion deadlines were not met. This includes a project for Owen County Schools that included three phases, of which substantial completion deadlines were not met for two of the three phases. The information provided by RTA about the Owen County school project is confirmed by a letter from the Owen County Schools Superintendent.
2. Marrillia listed no experience with construction projects of this size. The supplemental instructions for the bid state that the bidder is expected to be able to “show experience which reflects a similar or equivalent scale, scope and complexity to the project,” and that “qualifying bidders” should expect to be able to provide project experience of at least five projects with a construction cost of over \$15,000,000, each, within the last five years. Marrillia listed one project in excess of \$15,000,000 (listed as \$15,652,928). Its next largest, listed project is under \$10,000,000 and it is still ongoing.
3. RTA requested references for the two lowest bidders. Responses regarding Marrillia are generally unfavorable, citing issues with delayed projects and problematic communications. No reference was provided for Marrillia’s largest, completed project of \$15,652,928, referenced in Paragraph 2. RTA did not receive responses from a number of requested Marrillia references.

The award of the contract shall be made on the basis of the lowest and best bid in the interest of Fayette County Board of Education. “In determining the qualifications and responsibilities of the Bidder, the Owner shall take into consideration the Bidder’s skill, experience, facility, previous work standing, financial standing, capacity and ability to handle work in addition to that in progress, and quality and efficiency of construction plant and equipment proposed to be used on the project.” (*Kentucky Department of Education Version of AIA Document A701- 1997, Article 6 Post-Bid Information, 6.1 Contractor’s Qualification Statement, paragraph 6.1.2*)

Based upon the review of these proposals and the information above, the FCPS staff and the design consultants recommend rejection of the bid from Marrillia Design & Construction and acceptance of the base bid with Alternates 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, as submitted by D.W. Wilburn, Inc. in the amount of \$22,108,500.00 (Twenty-two Million, One Hundred Eight Thousand, Five Hundred Dollars). The FCPS staff and the design consultants recommend approval of the proposed contract and revised BG-1. Upon the Board’s approval, these documents will be submitted to the KDE District Facilities Branch for review and approval. Approval will allow the award of a contract and renovation of 1555 Georgetown Road to house the STEAM Academy and the Success Academy, to commence with minimal delay. Based on this recommendation, a revision to the BG-1 is required as follows:

	Initial BG-1 Project Application Budget (12/18)	Proposed BG-1 Revision Total
Total Construction Cost:	\$21,600,000.00	\$22,108,500.00
Contingencies:	\$1,080,000.00	\$1,105,425.00
Architect/Engineer Fee:	\$1,446,785.00	\$1,466,401.29
Fiscal Agent Fee:	\$100,758.00	\$145,082.24
Bond Discount:	\$400,950.00	\$403,350.00
Furnishings/Equipment:	\$1,475,000.00	\$1,069,000.00
Furnishings/Computers:	\$285,495.00	\$285,495.00
Technology Network Systems (KETS), telephone, etc.:	\$211,900.00	\$211,900.00
Site Acquisition:	\$0.00	\$0.00
Site Survey:	\$10,000.00	\$10,000.00
Geotechnical Investigations:	\$20,000.00	\$10,000.00

Special Inspections:	\$101,637.53	\$43,000.00
Fundamental Commissioning:	\$75,000.00	\$30,750.00
Advertising:	\$0.00	\$0.00
Printing:	\$10,000.00	\$35,447.00
HVAC Balancing:	\$12,000.00	\$28,240.00
Miscellaneous Testing & Construction Photography:	\$0.00	\$37,535.00
Total Estimated Cost:	\$26,829,525.53	\$26,990,125.53

Policy: 702 KAR 4:160

Funding Source:

<u>Fund</u>	<u>Org. Code</u>	<u>Object Code</u>	<u>Balance</u>
360	Residuals various	18276	\$93,983.03
360	Residuals various	17186	\$6,142.50
360	5110 Local Bond	19163	\$26,890,000.00

Attachment(s): None

On motion by _____, seconded by _____, the Board rejected the bid from Marrillia Design & Construction, based upon the reasons outlined in the Background/Rationale and Proposal, and accepted the base bid with Alternates 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, as submitted D.W. Wilburn, Inc.; approved the interim contract in the amount of \$2,500,000 (Two Million, Five Hundred Thousand Dollars); approved the proposed contract in the amount of \$22,108,500.00 (Twenty-two Million, One Hundred Eight Thousand, Five Hundred Dollars); and approved a revision to the BG-1 Project Application for a total of \$26,990,125.53 (Twenty-six Million, Nine Hundred Ninety Thousand, One Hundred Twenty-five Dollars and Fifty-three Cents), for the renovation of 1555 Georgetown Road to house the STEAM Academy and the Success Academy, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Planning

DATE: 7/1/2019

TOPIC: Award of Calendar Bid

PREPARED BY: Matt Moore, Logistical Services & Purchasing

**Recommended Action on: 7/8/2019
Action Item for Vote (PLANNING MEETING)**

Superintendent Prior Approval: No

Recommendation/Motion: Approve the award recommendations for Bid 53-19 Calendar – Parent Handbook

Background/Rationale: Bid for printing annual district calendar that needs to be approved at planning meeting to meet August delivery deadlines.

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

Fiscal Impact: Included in attachment

Attachments(s): Award of Bids/Proposals

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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

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. Bid 53-19 Calendar – Parent Handbook	1. TSMSDC 2. Commerce Lexington 3. Economic Engine 4. NAVOBA 5. KYPTAC 6. ORWBC	Printing	6

AWARD OF BIDS/PROPOSALS

1. Bid 53-19 Calendar – Parent Handbook

BACKGROUND AND RATIONALE:

Since 1987, the Fayette County Public Schools Parent Handbook/Calendar has been published annually. The primary target audience for the calendar is parents and guardians. It includes student artwork, the instructional calendar dates and up-to-date information related to programs, services, policies and procedures of the Fayette County Public Schools. In addition to parents/guardians, others who receive the calendar are: all staff (certified and classified); all substitute teachers; interested community members; realtors and parents new to the district. In addition, many retired employees request a copy as a means of staying current with district programs, services, policies and procedures. This bid is for establishing a contract to print the calendar. At the time of the bid opening bidders indicated that in order to meet an August delivery all artwork had to be submitted by mid-July therefore the bid needs to be approved at the planning meeting instead of the regular Board meeting. Walsworth Publishing who has printed the calendars in previous years was the low bidder and is recommended for award.

Vendor: The following bidders received specifications and have bid on the indicated contract:

Key to Markings
- Bid Award
A – Does not meet bid specifications

Bidder	Price
APG East	\$22,497.35A
Post Printing	\$23,573.00
Service Graphics	28,297.80
Southeast Mail Service	\$30,922.31
Warners Printing Service	\$25,760.00
Walsworth Publishing Company	\$22,012.00###

Contract Period: August 1, 2019 through July 30, 2020 with option to renew

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Contract for Printing of Parent Handbook/ Calendar	\$22,012.00	General	Recurring	The calendar is an excellent public relations tool that showcases our student artwork and keeps families, staff and community members informed about FCPS

STAFF CONTACT: Scott Vallandingham,
Print Department

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
“award the contract to Walsworth Publishing Company.”

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

MEETING: Planning

DATE: 7/08/2019

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 2019

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

Recommended Action on: 7/08/2019
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve a Resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2019 in the approximate amount of \$26,890,000 (Twenty Six Million Eight Hundred Ninety Thousand dollars) for the purposes of financing construction, installation and equipping of renovation and other improvements at 1555 Georgetown Rd to house the STEAM Academy and the Success Academy.

Background/Rationale: The Board desires and intends to finance up to \$26,890,000 (Twenty Six Million Eight Hundred Ninety Thousand dollars) of the costs of acquisition, construction, installing and equipping of renovation and other improvements to existing facilities of the Board located at 1555 Georgetown Rd. to house the STEAM Academy and the Success Academy through the issuance of Series 2019 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 • Will Nash • Tyler Murphy

Superintendent Emmanuel Caulk

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 2019

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 2019 (the “**Series 2019 Bonds**”), for the purpose of paying the costs (not otherwise paid) of the construction, renovation, installation, and equipping of the STEAM Academy and the Success Academy located at 1555 Georgetown Road, Lexington, Kentucky, including buildings, additions, structures, fixtures, equipment, furnishings, appurtenances, improvements, and the sites thereof (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 construction, renovation, installation, equipping, use and occupancy of the Projects by the Board of Education are necessary to provide adequate educational facilities and to promote the general welfare of the school children in the Fayette County School District, and the annual revenues of the Board of Education are sufficient to permit payment from such revenues of the annual rentals for the use and occupancy of the Projects as hereinafter provided to be leased and rented.

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

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

Section 2. It is hereby found and declared to be necessary, advantageous and in the public interest that the Board of Education direct the Corporation to undertake the construction, renovation, installation, and equipping 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 J.J.B. Hilliard, W.L. Lyons, LLC, a Baird company, as financial advisor, in accordance with the agreement previously made by

the Board of Education, Stoll Keenon Ogden PLLC and Rubin & Hays, as co-bond counsel, and Ross Tarrant Architects, as the architect, for the Projects, as described above, to be paid from the proceeds of the Series 2019 Bonds when the same are received and not from any other funds or resources of the Corporation or the Board of Education (unless necessary to supplement such bond proceeds). All actions previously taken by Board of Education officials with respect to such appointments are approved, ratified, and confirmed.

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

Section 5. The Secretary has filed a copy of this Resolution and the form of a proposed Resolution of the Corporation's Board of Directors with the Secretary of the Corporation with the direction that they be acted upon at the meeting of the Corporation's Board of Directors held on this date, and such action is approved and affirmed and the same shall constitute a direction and notice on behalf of the Board of Education that the Corporation, acting by and through its Board of Directors, take all action necessary and appropriate (a) for the issuance, sale, and delivery of its School Building Revenue Bonds, Series 2019, 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 \$26,890,000 (subject to any adjustment provided for in the proposed Resolution); (b) for application of the proceeds of sale of the Series 2019 Bonds in accordance with the provisions of the Resolution of the Board of Directors of the Corporation authorizing the Series 2019 Bonds (the "**Bond Resolution**") for the purposes of financing the costs of construction, renovation, installation, and equipping of the Projects (to the extent not otherwise financed) and paying expenses in connection with the issuance of the Series 2019 Bonds, including the fees and expenses of the financial advisor, bond counsel, and other advisors incurred in connection with the issuance of the Series 2019 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 2019 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 2019 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 2019 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 2019 Bonds a Preliminary Official Statement and a final Official Statement (collectively the “**Official Statement**”) of the Corporation, as issuer of the Series 2019 Bonds, and the Board of Education will be distributed. The Official Statement and the use thereof in offering and selling the Series 2019 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 2019 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 2019 Bonds. When the Series 2019 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 construction and equipment contracts, the fees of the architect, 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 2019, 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 2019 Bonds in each year the Contracts 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 July 8, 2019.

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 July 8, 2019, 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 July 8, 2019.

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 2019”



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: July 22, 2019

TOPIC: Biannual Construction Report (as of June 30, 2019)

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

Recommended Action on: 7/22/2019
Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: N/A

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

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

Policy: 01.11 – General Powers and Duties of the Board

Fiscal Impact: None

Attachment(s): Yes

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

Superintendent Emmanuel Caulk

BIANNUAL CONSTRUCTION REPORT
(as of June 30, 2019)

DATE: July 8, 2019
TO: Board of Education
FROM: Emmanuel Caulk, Superintendent
PREPARED BY: Myron Thompson, Chief Operating Officer

BACKGROUND INFORMATION:

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

1. health, safety, and code compliance;
2. structural integrity of the facility;
3. support of the educational function; and
4. enhancement of the structure.

If you have specific questions, please contact Myron Thompson at 381-4165.

BG-1 PROJECTS COMPLETED

(\$500,000 or more)

(July 2018 – June 2019)

NOTE: added/modified after January 1, 2019

Facility Name	Project Description	Approved Funding	Actual Costs	Board BG-4 Approval	KDE BG-4 Approval
1555 Georgetown Rd	Site Purchase	Bond	\$10,770,929.97	N/A	N/A
4801 Athens-Boonesboro Rd (Middle School Athletic Complex)	Site Purchase	Residuals (Stonewall & Meadowthorpe Elem)	\$903,323.50	N/A	N/A
Frederick Douglass High	New Construction	Bond, Restricted, SFCC, General Fund, Residuals (Leestown, HCHS Softball, Locust Trace, Millcreek, 1126 Warehouse, Cardinal Valley, Meadowthorpe RTU)	\$79,891,032.29	6/24/19	Pending

BG-1 PROJECTS UNDER DESIGN/CONSTRUCTION

(\$500,000 or more)

(July 2018 – June 2019)

NOTE: added/modified after January 1, 2019

Facility Name	Project Description	Approved Funding and Source		BG-1 Approval Date	Est. Completion Date
Brenda Cowan Elementary (New Elementary @ Athens-Boonesboro Rd.)	New Construction (in progress)	\$21,791,354	SFCC Cash, Capital Outlay, Local FSPK Bond, SFCC Bond Sale, Residuals (Wellington, Clays Mill, Bates Creek Middle, Mary Todd, Breckinridge, Meadowthorpe, Bates Creek Elem)	2/27/17	Aug-2019
Bryan Station High	Athletic Field Artificial Turf & Track Replacement (in progress)	\$1,237,788	General Fund	1/22/18	April 2019 (Field) July 2019 (Track)
Bryan Station High	Softball Field House (in progress)	\$811,115	General Fund, Residuals (Canceled Leestown Portable), Residuals (PLD Track Replacement)	6/24/19 (rev.)	Dec-2019
Tates Creek High	Renovation (in progress)	\$77,225,718	Bond, 2017 SFCC, Building Fund, Capital Outlay, Residuals (Garden Springs), General Fund, SFCC Bond,	10/22/18	Aug-2022
Henry Clay High	Athletic Field Artificial Turf & Track Replacement (in progress)	\$1,061,840	General Fund	4/22/19 (rev.)	July-2019
Secured Vestibules – Group A	Renovation (in progress)	\$1,763,556	General Fund/Safety	6/24/19 (rev.)	Dec-2020
Secured Vestibules – Group B	Renovation (in progress)	\$1,791,775	General Fund/Safety HealthFirst Bluegrass	6/24/19 (rev.)	Dec-2020

Secured Vestibules – Group C	Renovation (in progress)	\$1,221,293	General Fund/Safety	6/24/19 (rev.)	Dec-2020
STEAM Academy & Success Academy	Renovation (in progress)	\$26,829,525.53	Bond, Residuals (site acquisitions: 4801 Athens- Boonesboro Rd & 1555 Georgetown Rd)	12/17/18	Dec-2020
Liberty Rd Bus Garage	Bus Parking Lot Expansion	\$1,134,306	General Fund, Residuals (GF Source)	5/20/19 (rev.)	TBD

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

MEETING: Planning

DATE: 7/8/2019

TOPIC: School Activity Funds Report Placeholder

PREPARED BY: Rodney Jackson

**Recommended Action on: 7/22/2019
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: School Activity Fund Reports for the period ending May 31, 2019. 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

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Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Will Nash • 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

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

MEETING: Regular

DATE: 07/22/2019

TOPIC: Personnel Changes

PREPARED BY: Jennifer Dyar

Recommended Action on: 07/22/2019
Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: N/A

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

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

Fiscal Impact: N/A

Attachments(s): Personnel Changes for July 22, 2019 Board Agenda

Personnel Status	CERT / CLASS SAL	CLASS HR	SUB	SUPP
Adjunct	12			
New Hires		2	30	
Resignations	32	11		
Retirement	10	12		
Transfers		2		

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

Personnel Changes

1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

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

Name	Location	Assignment	Effective Date	
ADAMSON	RACHEL	SCAPA AT BLUEGRASS	MID ART INSTR	6/30/2019
BRUNER	EMILY	LANSOWNE ELEMENTARY	ELEM ESL INSTR	6/30/2019
BURTON	MARLA	TATES CREEK MIDDLE	MID MATH INSTR	6/30/2019
CHANG	JENNIFER	BEAUMONT MIDDLE SCHOOL	MID ESL INSTR	6/30/2019
CHARTOS	LESLIE	LEXINGTON TRAD MAGNET MIDDLE	MID LANGUAGE ARTS INSTR	6/30/2019
CORNETTE	SHANNON	MILLCREEK ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	6/30/2019
CRAIG	BRODIE	WINBURN MIDDLE	MID ESL INSTR	6/30/2019
CREECH-GALLOWAY	CAREY	SPECIAL EDUCATION	DW EXCEPT CHILD RESOURCE INSTR	6/30/2019
DOWELL	AMANDA	WILLIAM WELLS BROWN ELEMENTARY	ELEM PRIMARY INSTR	6/30/2019
EXTERKAMP	JENNIFER	PICADOME ELEMENTARY	ELEM PRIMARY INSTR	6/30/2019
GREENE	CASEY	SQUIRES ELEMENTARY	ELEM INTERMEDIATE INSTR	6/30/2019
HERNANDEZ	COLON	BRYAN STATION TRADL MIDDLE	MID SCIENCE INSTR	6/30/2019
HOSKINS	KATARINA	GLENDOWER ELEMENTARY	ELEM SPANISH INSTR	6/30/2019
HUDGINS	ASHTON	MEADOWTHORPE ELEMENTARY	ELEM PRIMARY INSTR	6/30/2019
KIDWELL	JENNIFER	SQUIRES ELEMENTARY	ELEM INTERMEDIATE INSTR	6/30/2019
KIRCHDORFER	HEATHER	CRAWFORD MIDDLE SCHOOL	MID LANGUAGE ARTS INSTR	6/30/2019
LANGLOIS	KELLIE	LEXINGTON TRAD MAGNET MIDDLE	MID SCIENCE INSTR	6/30/2019
LILLY	MEGAN	WINBURN MIDDLE	MID SOCIAL STUDIES INSTR	6/30/2019
MCCARTY	MEGAN	LANSOWNE ELEMENTARY	MEDIA LIBRARIAN	6/30/2019
MOSHER	JEANINE	FREDERICK DOUGLASS HIGH SCHOOL	EXC CHILD MODERATE SEVERE	6/30/2019
OGLE	CHASITY	SQUIRES ELEMENTARY	ELEM PRIMARY INSTR	6/30/2019
RECKART	KARI	RUSSELL CAVE ELEMENTARY	ELEM ARTS & HUMANITIES INSTR	6/30/2019
RECKART	TIMOTHY	MARTIN LUTHER KING ACADEMY	MID SOCIAL STUDIES INSTR	6/30/2019
SCHMIEG	CALVIN	BRYAN STATION HIGH	HS BAND INSTR	6/30/2019
SHAHEEN	JESSICA	COVENTRY OAK ELEMENTARY	ELEM INTERMEDIATE INSTR	6/30/2019
SNOWDY	RACHEL	MORTON MIDDLE	MID MATH INSTR	6/30/2019
STANCIL	KENNETH	LAFAYETTE HIGH SCHOOL	HS SOCIAL STUDIES INSTR	6/30/2019
STEPHENS	SONYA	TATES CREEK HIGH	EXC CHILD LEARNING & BEHAVIOR	6/30/2019
THOMPSON	JORDAN	ATHENS CHILESBERG ELEM	GUIDANCE SPEC-ELEM SOC WORKER	6/30/2019
WARD	BROOKS	CASSIDY ELEMENTARY	ELEM INTERMEDIATE INSTR	6/30/2019

WINCHESTER	SARAH	BRYAN STATION HIGH	HS MATH INSTR	6/30/2019
WORLEY	ASHLEY	STONEWALL ELEMENTARY	ELEM ART INSTR	6/30/2019

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

Name	Location	Assignment	Effective Date
BANKS	JULIA	JULIUS MARKS ELEMENTARY	
BARNETT	BRUCE	BRYAN STATION TRADL MIDDLE	
CRUSE	KRISTA	EDYTHE J HAYES MIDDLE SCHOOL	
HALEY	MARY	HENRY CLAY HIGH SCHOOL	
MCATEE	SCOTT	VETERANS PARK ELEMENTARY	
MINK	ANTHONY	MARY TODD ELEMENTARY	
NELSON	VICTORIA	BEAUMONT MIDDLE SCHOOL	
RICE	SHERYL	TATES CREEK MIDDLE	
RUTLEDGE	REGINA	LEESTOWN MIDDLE	
STECH	JENNIFER	TATES CREEK ELEMENTARY	
		EXC CHILD LEARNING & BEHAVIOR	7/31/2019
		MID LANGUAGE ARTS INSTRUCTOR	8/31/2019
		MID READING INSTRUCTOR	7/31/2019
		HS SPANISH INSTRUCTOR	7/31/2019
		ELEM PHYSICAL EDUCATION INSTRUCTOR	8/31/2019
		ELEM TECHNOLOGY INSTRUCTOR	7/31/2019
		MID MATH INSTRUCTOR	8/31/2019
		MID SPANISH INSTRUCTOR	7/31/2019
		MID SOCIAL STUDIES INSTRUCTOR	9/30/2019
		ELEM PRIMARY INSTRUCTOR	6/30/2019

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

Name	Assignment	Location	Effective Date
CHEATOM, DEVON	JAG INSTRUCTOR	BRYAN STATION HIGH	07/01/2019
COLLINS, NICHOLAS	MUSIC INSTRUCTOR	THE LEARNING CENTER	07/01/2019
CZARNECKI, KARYN	DRAMA INSTRUCTOR	SCAPA	07/01/2019
ELGIN, DESTINY	JAG INSTRUCTOR	LEESTOWN	08/12/2019
FIELDS, LAURIE	DANCE INSTRUCTOR	LAFAYETTE/SCAPA	07/01/2019
GILLESPIE, DAVID	MUSIC INSTRUCTOR	SCAPA	07/01/2019
HARRIS, MARCUS	JAG INSTRUCTOR	THE LEARNING CENTER	07/01/2019
LEWIS, JASON	JAG INSTRUCTOR	SUCCESS ACADEMY	07/01/2019
POE, JEFFREY	JAG INSTRUCTOR	FREDERICK DOUGLASS	07/01/2019
SMITH, LARANDA	JAG INSTRUCTOR	FREDERICK DOUGLASS	07/01/2019
SPALDING, CORY	JAG INSTRUCTOR	LTMS	07/01/2019
SPALDING, PASHIA	JAG INSTRUCTOR	ALT SUPPORT PROGRAMS	07/01/2019

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
CARRICO JOHN	LAW ENFORCEMENT	LAW ENFORCEMENT OFFICER	5/30/2019
RAGLIN ANDREA	LAW ENFORCEMENT	DISPATCHER	6/3/2019

b. Transfer in Assignment of Classified Hourly Personnel - This is to report the transfer in assignment of the following classified hourly personnel:

Name	From	To	Effective Date
ADKINS RONALD	SOUTHERN MIDDLE/LEAD CUSTODIAL SERVICE WORKER	HENRY CLAY HIGH SCHOOL/CUSTODIAL SUPERVISOR	6/6/2019
COLE MARY	TATES CREEK ELEMENTARY/CUSTODIAN	HENRY CLAY HIGH SCHOOL/CUSTODIAN	5/24/2019

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

Name	Location	Assignment	Effective Date
BARNES RICKY	BUS GARAGE	BUS DRIVER	6/3/2019
GAMBLE KIMBERLY	BUS GARAGE	BUS DRIVER	5/24/2019
HEFLING ELISIA	SPECIAL EDUCATION	IAKSS OFFICE ASSISTANT I	6/21/2019
MINIARD BRIANNA	WELLINGTON ELEMENTARY	AFTER SCHOOL PROGRAM ASST	5/31/2019
MYNHIER CHARLES	BRYAN STATION HIGH FOOD SERV	FOOD SERVICE ASSISTANT I	6/3/2019
NAKANISHI LEAH	GLENDOVER ELEMENTARY	SP ED PARA	5/31/2019
RALSTON CHRISTOPHER	WINBURN MIDDLE	LEAD CUSTODIAL SERVICE WORKER	5/29/2019
RASNICK LOGAN	PAUL LAURENCE DUNBAR HIGH	CUSTODIAN	5/28/2019
REED CARLA	YATES ELEMENTARY FOOD SERV	FOOD SERVICE MANAGER I	6/30/2019
ROBERSON CHARITY	FINANCIAL SERVICES	TAX PROCESSING SPECIALIST	6/7/2019
WEAVER ALYSSA	CLAYS MILL ELEMENTARY	SP ED PARA	6/30/2019

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

Name	Location	Assignment	Effective Date
ATWOOD DEBRA	BEAUMONT MIDDLE SCHOOL	SP ED PARA	7/31/2019

FISHER	DARRELL	YATES ELEMENTARY	SP ED PARA	6/30/2019
HUBER	TIMOTHY	BUS GARAGE	BUS DRIVER	6/30/2019
ISAACS	SHELLEY	CRAWFORD MIDDLE SCHOOL	SP ED PARA	8/31/2019
KALLOP	ELIZABETH	RISK/MANAGEMENT INSURANCE	STAFF SUPP ADMIN ASST I (12MO)	7/31/2019
LAWSON	RONDAL	CLAYS MILL ELEMENTARY	PART-TIME CUSTODIAN	6/30/2019
LINDSAY	EDWIN	YATES ELEMENTARY	SP ED PARA	6/30/2019
MCKENZIE	STEPHANIE	CLAYS MILL ELEMENTARY	SCHOOL ADMIN ASST II - ELEM	7/31/2019
RIDGEWAY	BARBARA	BUS GARAGE	BUS MONITOR	7/31/2019
RILEY	MICHAEL	ADMINISTRATIVE SERVICES	COMPUTER PROGRAMMER	8/31/2019
WACHS	NANCY	HARRISON ELEMENTARY	KINDERGARTEN PARAEDUCATOR	6/30/2019
WILLIAMS	TAMMY	ROSA PARKS ELEM FOOD SERV	FOOD SERVICE ASSISTANT II	6/30/2019

3. SUBSTITUTE PERSONNEL

a. Employment of Classified Hourly Substitutes - This is to report the employment of the following classified hourly substitutes:

Name	Assignment	Effective Date
BURNETT	SUB BUS MONITOR	3/18/2019
WATSON	SUB BUS DRIVER	4/22/2019
AIKENS	SUB FOOD SERVICE	6/21/2019
COATS	SUB FOOD SERVICE	6/3/2019
EVANS	SUB FOOD SERVICE	6/3/2019
MAYO	SUB FOOD SERVICE	6/3/2019
STEPHENS	SUB FOOD SERVICE	6/3/2019
TERRELL	SUB FOOD SERVICE	6/3/2019
BLAS	SUB PARAEDUCATOR	5/23/2019
CARTER	SUB PARAEDUCATOR	5/29/2019
DAVIS	SUB PARAEDUCATOR	6/5/2019
FLORA	SUB PARAEDUCATOR	5/24/2019
GAINES	SUB PARAEDUCATOR	6/11/2019
GASCON	SUB PARAEDUCATOR	5/24/2019
GUMM	SUB PARAEDUCATOR	5/29/2019
JONES	SUB PARAEDUCATOR	6/13/2019

LEAVELL-GREENE	JAMES	SUB PARAEDUCATOR	5/24/2019
MENTZER	MAKENZIE	SUB PARAEDUCATOR	6/13/2019
MILLER	SHA' TARI	SUB PARAEDUCATOR	5/30/2019
TRUMBO-JONES	NARISSA	SUB PARAEDUCATOR	5/24/2019
WHITE	BARBARA	SUB PARAEDUCATOR	5/30/2019
WHITE	ROY	SUB PARAEDUCATOR	5/30/2019
BARKSDALE	BRIANNA	SUB SECRETARY	5/23/2019
BLOUIN	MYLES	SUB SECRETARY	5/23/2019
CHATFIELD	JACOB	SUB SECRETARY	5/24/2019
HENDERSON	TYSEN	SUB SECRETARY	5/23/2019
SCHULTZ	TIMOTHY	SUB SECRETARY	5/24/2019

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

Name	Assignment	Effective Date
HUMFLEET	CHARITY EMERGENCY SUBSTITUTE	5/29/2019
WEBB	TIMOTHY EMERGENCY SUBSTITUTE	5/29/2019

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

Name	Assignment	Effective Date
COLVARD	SUSAN SUBSTITUTE TEACHER	6/18/2019