



Fayette County Board of Education Planning Meeting

Virtual Meeting
June 08, 2020
5:30 PM

A. CALL TO ORDER	Stephanie Spires
1. Roll Call	
B. READING OF MISSION STATEMENT	Tyler Murphy
Our mission is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society.	
C. APPROVAL OF AGENDA	
Approve the agenda with any changes voiced including the lifting of items from the consent section for discussion.	
1. Addendum:	
a. _____	
b. _____	
2. Deletions:	
a. _____	
b. _____	
D. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:	
1. Proclamations	
E. REPORTS AND COMMUNICATIONS:	
1. Progress Reports	
a. Superintendent's Report	Emmanuel Caulk
1. Academic Services	
2. Operations & Support	Myron Thompson
F. APPROVAL OF ROUTINE MATTERS:	
G. APPROVAL OF CONSENT ITEMS:	
1. Award of Bids/ Proposals	John White/Myron Thompson
2. Post Approval Placeholder	Rodney Jackson
3. Special & Other Leaves of Absence	Rodney Jackson
4. Approval of a Proposed Change Order (No. Four) to the Contract Construction of the Title IX Improvements / Softball Fieldhouse (Phase 2) at Bryan Station High School Title IX BG 15-153	Myron Thompson
5. Approval of a BG-4 Contract Closeout Form for the Contract for the Construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road) BG 17-185	Myron Thompson
6. Approval of a BG-4 Contract Closeout Form for the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Bryan Station High School BG 18-255	Myron Thompson

7. Rejection of Bids for the Construction of New Parking Lots at the Liberty Road Bus Garage BG# 18-378	Myron Thompson
8. Approval of a Proposed Change Order (No. Three) to the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Henry Clay High School BG #19-108	Myron Thompson
9. Approval of a Proposed Change Order (No. Six) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163	Myron Thompson
10. Approval of a Proposed Change Order (No. Seven) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163	Myron Thompson
11. Approval of Revised BG-1 Project Application (Close Out) for the Construction of a New Parking Lot at The Professional Learning Center at Linlee BG# 19-281	Myron Thompson
12. Approval of a Proposed Change Order (No. Six) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060	Myron Thompson
13. Approval of a Proposed Change Order (No. Seven) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060	Myron Thompson
14. Approval of a Proposed Change Order (No. Eight) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060	Myron Thompson
15. Approval of a Proposed Change Order (No. Four) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B) BG# 19-122	Myron Thompson
H. APPROVAL OF ACTION ITEMS:	
1. Certified Evaluation Plan	Jennifer Dyar
2. Professional Leave by District Personnel	Jennifer Dyar
3. CONTRACT - Discovery Ed	Soraya Matthews
4. Resolution Relating to the Financing of Certain School Improvements	John White
5. CONTRACT - Vanguard Modular Building Systems (WMS)	Myron Thompson
6. CONTRACT - Vanguard Modular Building System (JCMS)	Myron Thompson
7. Recommendation from the Local Planning Committee (LPC) to Amend the Current (2017) District Facility Plan (DFP); Establish a Date, Time and Location for the Public Hearing; and Appoint Hearing Officer for Public Hearing, all in Regards to this Amended DFP	Myron Thompson
8. Approval of Bid, Interim and Proposed Contracts, and a Revision to the BG-1 Project Application for the Construction of the New Construction of Tates Creek High School BG# 20-082	Myron Thompson
I. PLANNING DISCUSSION/INFORMATIONAL ITEMS:	
1. KSBA Annual Policy Updates (1st Read)	Shelley Chatfield
2. Annual Procedure Updates	Shelley Chatfield
3. Policy Changes: Employee Leave (1st Read)	John White
4. Fayette County School District Finance Corporation Special Meeting (PLACEHOLDER)	John White
5. Henry Clay High School Grade Scale Change(Placeholder)	Paul Little/James McMillin
6. Pay Date Schedule FY21 Placeholder	Rodney Jackson

7. School Activity Fund Placeholder	Rodney Jackson
8. Monthly Financial Report Placeholder	Rodney Jackson
9. Personnel Changes	Jennifer Dyar
10. District Assurances (PLACEHOLDER)	Julane Mullins
11. Budget Transfer Report	Julane Mullins
12. Position Control Document	Julane Mullins

J. ORAL COMMUNICATIONS:

1. Board Request Summary

A motion is in order to approve the following Board requests:

a. _____

b. _____

c. _____

2. Other Business

a. Board Discussion of Board Work

b. Staff

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

A motion is in order to: "make the agenda dated June 8, 2020 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim."

L. CLOSED SESSION:

1. Reconvene in Open Session

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

M. ADJOURNMENT:

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

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

MEETING: Regular

DATE: 6/1/2020

TOPIC: Award of Bids/Proposals

PREPARED BY: Matt Moore, Logistical Services & Purchasing

**Recommended Action on: 6/22/2020
Action Item for Vote (REGULAR MEETING)**

Superintendent Prior Approval: No

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

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

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

Fiscal Impact: Included in attachment

Attachments(s): Award of Bids/Proposals

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Superintendent Emmanuel Caulk

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AWARD OF BIDS/PROPOSALS

PLACEHOLDER

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

BIDS/PROPOSALS

BID	MAILING ROSTER	DEPARTMENT	RESPONSE – NUMBER RECEIVED
1. RFP 11-20 Spanish Translating Services	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry 9. KEDC 10. Demandstar	Student Achievement and Support	19
2. Bid 19-20 Bulk Salt Storage Building	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry 9. KEDC 10. Demandstar	Operations	1

CONTRACT EXTENSIONS	VENDOR	DEPARTMENT	YEAR OF EXTENSION
1. Bid 48-19 Asphalt Resurfacing	L-M Asphalt Partners Ltd dba ATS Construction	Operations	1
2. RFP 02-18 Bond Issue Financial Advisor (Fiscal Agent)	Robert W Baird & Co	Chief Operating Officer	2
3. RFP 47-18 Auxiliary Security Services FDHS, Dunbar, TCHS, STEAM	Helping Hand LLC Green's Investigations LLC	Risk Management and Safety	2
4. RFP 07-19 Auxiliary Security Service - BSHS	SBSMC	Risk Management and Safety	2
5. RFP 14-19 Auxiliary Security Service - Lafayette	Helping Hand LLC	Risk Management and Safety	1

PLACEHOLDER

AWARD OF BIDS/PROPOSALS

1. RFP 11-20 Spanish Translating Services

BACKGROUND AND RATIONALE:

The Office of Student Achievement and Support is responsible for translating documents from English to other languages with Spanish being the primary translated language. This RFP is to establish a contract with translators to translate written documents for the district and our schools. The RFP was evaluated on criteria such as cost per word, references and experience and is recommended to be awarded to multiple vendors to meet the needs of the district.

Key to Markings

**### Recommended RFP Award
Multiple Award**

Bidder	Score
Susana Menendez MWBE###	975.00
Denise Munizaga MWBE ###	862.50
Dictyon Language Solutions WBE ###	862.50
Global Language System MVBE ###	802.20
Ramon Rodriguez MBE	793.75
Rugamas Creative Solutions MBE	740.35
Fox Translation Services MWBE	710.00
Hola Doctor Inc.	700.00
Cal Interpreting & Translation	687.50
Universe Technical Translation WBE	580.35
Lazar Translating & Interpreting WBE	580.00
ACSI MBE	575.31
Translation Solutions Corporation MWBE	486.17
Flix Translations Group	480.60
Datagain MBE	480.60
Cima Services Inc. MWBE	480.00
Dynamic Language MWBE	431.50
Translation & Interpretation Network	387.30
Indy Translations	382.50

Contract Period: July 1, 2020 through June 30, 2021 with option for annual renewal

PROPOSAL:

Item	Amount	Funding Source	Recurring/	Measurable Expected Impact and Timeline
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			Nonrecurring	
Spanish Translating Services	FY to date amount is approximately \$38,000.00	Title I, ESL, Special Education	Recurring	Contract for Spanish Translating

Funding Key: Title I, ESL, Special Education

STAFF CONTACT: Jessica Sanchez, Student Achievement and Support

POLICY REFERENCE: KRS 45A.370

RECOMMENDATION: A motion is in order to:
 “Award contracts to Susana Menendez, Denise Munizaga, Dictyon Language Solutions and Global Language System.”

PLACEHOLDER

2. Bid 19-20 Bulk Salt Storage Building

BACKGROUND AND RATIONALE:

Operations is in need of a metal building to hold bulk salt for melting snow and ice off of district roads and parking lots during the winter months. This bid was for constructing and installing the building at the Operations Department. Only one response was received.

Key to Markings

Recommended Bid Award

Walters Buildings - \$42,890.00 ###

Contract Period: One time purchase

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Bulk Salt Storage Building	\$42,890.00	0450	Nonrecurring	Will permit the Operations Department to have a storage building built for bulk salt

STAFF CONTACT: Larry Hellard, Utility Supervisor

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
"Award contract to Walters Buildings.

PLACEHOLDER

APPROVAL FOR CONTRACT EXTENSIONS

1. Bid 48-19 Asphalt Resurfacing

BACKGROUND AND RATIONALE:

Asphalt resurfacing is a necessary procedure needed in order to preserve the Districts parking lots and bus lanes. This not only adds to the appearance of the districts properties but also allows vehicles to enter and exit the properties without damage to their vehicles and reduces the amount of dirt brought into a building. This bid is to establish a unit pricing contract to be used for resurfacing projects for the district. This was bid last year with the option to renew the contract for an additional year up to five years pending Board approval. L-M Asphalt Partners has agreed to extend the contract for an additional year. This would be the first renewal.

Vendor:

L-M Asphalt Partners Ltd dba ATS Construction

Contract Term: July 1, 2020 and ending June 30, 2021

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Asphalt Resurfacing	FY to date amount is approximately \$121,000.00	920 088 0491	Recurring	Annual contract with option to extend. Immediate impact with lower equipment failure rates and improved comfort.

Funding Key: 920 – Maintenance, 1 – General Fund, 088 – Plant Operations, 0491 – Asphalt Resurface/Stripping

STAFF CONTACTS: Larry Hellard, Utility Services Supervisor

POLICY REFERENCE: KRS 45A.365.

RECOMMENDATION: A motion is in order to: "Extend the contract with LM Asphalt Partners dba ATS Construction for one year."

PLACEHOLDER

2. RFP 02-18 Bond Issue Financial Advisor (Fiscal Agent)

BACKGROUND AND RATIONALE:

Two years ago proposals were solicited for a Bond Issue Financial Advisor for bonding projects current and future. Four proposals were submitted and reviewed by a committee based on several different criteria. The RFP has an option to renew the contract for an additional year up to five years pending Board approval. This would be the second renewal.

Vendor:

Robert W Baird & Co.

Contract Term: July 1, 2020 and ending June 30, 2021

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Bond Financial Advisor	Cost based on Bond Proceeds	0349	Recurring	Will provide a bond fiscal agent for 2020- 2021 school year

Funding Key:

0349

STAFF CONTACTS:

Myron Thompson, Chief Operating Officer

POLICY REFERENCE:

KRS 45A.370.

RECOMMENDATION:

A motion is in order to: "Extend the contract with Robert W Baird & Co."

PLACEHOLDER

3. RFP 47-18 Auxiliary Security Services

BACKGROUND AND RATIONALE:

An RFP was sent out in 2018 to establish contracts for security services at district high schools as metal detectors were installed. There were two responses to the original RFP from Greene's Investigations and Helping Hand. The contracts allowed for an annual renewal pending Board approval. This would be the second renewal.

Vendor: Greene's Investigations LLC, Helping Hand LLC

Contract Period: School Year 2020/2021 with option for annual renewal

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Security Services	Contracts not to exceed \$448,500.00	0349	Recurring	Immediate impact to enable FCPS to continue to have workers at metal detectors at Frederick Douglass, Dunbar, Tates Creek High School and STEAM

Funding Key: 0349

STAFF CONTACTS: Amy Boatman, Associate Director of Safety and Security

POLICY REFERENCE: KRS 45A.370.

RECOMMENDATION: A motion is in order to: "Extend contracts with Greene's Investigations LLC, Helping Hand LLC."

PLACEHOLDER

4. RFP 07-19 Auxiliary Security Services at Bryan Station High School

BACKGROUND AND RATIONALE:

An RFP was sent out in 2018 to establish contracts for security services at district high schools as metal detectors were installed. There were only two responses to the original RFP. A new RFP was sent out for Bryan Station High School in January of 2019 since other vendors were now available to provide security services and there were three responses. A contract was awarded to SBSMC LLC. The contract allowed for an annual renewal pending Board approval. This would be the second renewal.

Vendor: SBSMC LLC

Contract Period: School Year 2020/2021 with option for annual renewal

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Security Services	Contract not to exceed \$115,000.00	0349	Recurring	Immediate impact to enable FCPS to continue to have workers at metal detectors at Bryan Station High School

Funding Key: 0349

STAFF CONTACTS: Amy Boatman, Associate Director of Safety and Security

POLICY REFERENCE: KRS 45A.370.

RECOMMENDATION: A motion is in order to: "Extend contract with SBSMC LLC."

PLACEHOLDER

5. RFP 14-19 Auxiliary Security Services at Lafayette High School

BACKGROUND AND RATIONALE:

An RFP was sent out in 2018 to establish contracts for security services at district high schools as metal detectors were installed. There were only two responses to the original RFP. A new RFP was sent out for Lafayette High School in July of 2019 since other vendors were now available to provide security services and there were four responses. A contract was awarded to Helping Hand LLC. The contract allowed for an annual renewal pending Board approval. This would be the first renewal.

Vendor: Helping Hand LLC

Contract Period: School Year 2020/2021 with option for annual renewal

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Security Services	Contract not to exceed \$130,000.00	0349	Recurring	Immediate impact to enable FCPS to continue to have workers at metal detectors at Lafayette High School

Funding Key: 0349

STAFF CONTACTS: Amy Boatman, Associate Director of Safety and Security

POLICY REFERENCE: KRS 45A.370.

RECOMMENDATION: A motion is in order to: "Extend contract with Helping Hand LLC."

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Planning

DATE: 6/8/2020

TOPIC: Post Approval Agenda Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 6/22/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

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

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

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

Fiscal Impact: N/A

Attachments(s): One attachment

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

MEETING: Regular

DATE: June 22, 2020

TOPIC: Special and Other Leaves of Absence

PREPARED BY: Rodney Jackson

Recommended Action on: June 22, 2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: N/A

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

Policy: 03.123/03.223

Fiscal Impact: N/A

Attachments(s): Special and Other Leaves of Absence for June 22, 2020 Board Agenda

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SPECIAL AND OTHER LEAVES OF ABSENCE

1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

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

Name	Location	Assignment	Effective Date
HOLBROOK LACYE	NORTHERN ELEM	ELEM KINDERGARTEN INSTRUCTOR	04/27/20

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular

DATE: June 22, 2020

TOPIC: Approval of a Proposed Change Order (No. Four) to the Contract Construction of the Title IX Improvements / Softball Fieldhouse (Phase 2) at Bryan Station High School
 BG 15-153

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

Recommended Action on: 6/22/20
 Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed Change Order No. Four to the contract with BCD, Inc. for the construction of a new Softball Fieldhouse (Phase 2) at Bryan Station High School in the amount of \$0 (Zero Dollars), and a credit to the Direct Purchase Orders in the amount of \$294.84 (Two Hundred Ninety-four Dollars and Eighty-four Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: On November 17, 2014, the press box and concession stand structure at the Bryan Station High School softball field were heavily damaged by a fire. An emergency declaration related to the replacement was issued in time to avoid conflicts for the softball team before the spring 2015 season began. The replacement of the press box and concession stand was completed as Phase 1 of a two-phase project. Phase 2 provides an opportunity to satisfy existing Title IX deficiencies as identified by KHSAA, with a new Softball Fieldhouse to include dressing area/lockers, showers/toilets, batting cage, coaches' office and equipment storage. The building was originally estimated at 1800 SF, but the design to suit the actual functions yields a building of 2,600 SF. This project is also listed on FCPS's 2017 District Facility Plan, and it is intended that this building design become a model for all FCPS softball fields.

Bids were received on May 29, 2019 and construction began in August 2019. The Department 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	7.3% A/E FEE
To improve original plans and specs:			
• Provide credit to Owner for unused portion of three (3) material Direct Purchase Order to close; credit:		\$0	\$0
▪ Lee Brick & Block DPO #40508010	(\$0.34)		
▪ Neat Steel DPO #40508008	(\$90.60)		
▪ Richard's Electrical Supply DPO #40508012	(\$203.90)		
Total Change Order No. Four:		(\$294.84)	
Design consultant fees:			\$0
Total Cost:		(\$294.84)	

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A 5% contingency (\$34,895.00) is included in the project's available funds. There have been three previous change orders on this project. The cost of the current and all changes orders represents a 1.83% 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	1703607	15153	0840	\$22,772.82

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the proposed Change Order No. Four to the contract with BCD, Inc. for the construction of a new Softball Fieldhouse (Phase 2) at Bryan Station High School in the amount of \$0 (Zero Dollars), and a credit to the Direct Purchase Orders in the amount of \$294.84 (Two Hundred Ninety-four Dollars and Eighty-four Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: June 22, 2020

TOPIC: Approval of a BG-4 Contract Closeout Form for the Contract for the Construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road) BG 17-185

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Accept the completion of the contract for the construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road) and approve the BG-4 Contract Closeout Form, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: Bid documents were prepared by the architect, EOP Architects, for the construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road). The contract in the total amount of \$17,860,200.00 (GC--\$11,728,484.45; DPOs--\$6,131,715.55) with Griggs Enterprises was accepted and approved by the Board in a meeting held on February 26, 2018 and construction began in April 2018. The Department of Facility Design & Construction, the design consultants EOP Architects, and the local building code officials have reviewed the progress of the work. Minor changes to the original plans and specifications have been necessary in order to: resolve unforeseen existing conflicts found during construction; comply with building code requirements; correct deficiencies in the plans; or to provide improvements over the original specification. The Board has approved twenty (20) change orders adding the amount of \$1,364,092.97 to the total construction cost. The adjusted contract amount is \$19,224,292.97. All work has been satisfactorily completed by the contractor. At this time, a BG-4 Contract Closeout Form is presented for acceptance of the work by the Board.

<u>Item</u>	<u>Amount</u>	<u>Funding Source</u>	<u>Recurring/ Nonrecurring</u>	<u>Measurable Expected Impact and Timeline</u>
BG-4 Contract Closeout Form	\$0	Fund 360	Nonrecurring	Approval of the BG-4 complies with the intent of the requirements of 702 KAR 4:160 and the Kentucky Department of Education, District Facilities Branch.

Original Contract Amount	\$11,728,484.45	
Total of Change Orders to Contract	\$1,396,444.64	
Total GC Contract		\$13,124,929.09
Original DPO Total	\$6,131,715.55	
Total of Change Orders to Original DPOs	(\$32,351.67)	
Total DPOs		\$6,099,363.88
Total Cost of Construction		\$19,224,292.97

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Superintendent Emmanuel Caulk

Policy: 702 KAR 4:160

Fiscal Impact: None

Attachments(s): None

On motion by _____, seconded by _____, the Board the completion of the contract for the construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road) and approved the BG-4 Contract Closeout Form, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: June 22, 2020

TOPIC: Approval of a BG-4 Contract Closeout Form for the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Bryan Station High School
BG 18-255

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Accept the completion of the contract for the replacement of the athletic field artificial turf and running track at Bryan Station High School and approve the BG-4 Contract Closeout Form, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: Bid documents were prepared by the architect, Pearson & Peters Architects, for the replacement of the athletic field artificial turf and running track at Bryan Station High School. The contract in the total amount of \$898,171.00 with AstroTurf Corporation was accepted and approved by the Board in a meeting held on August 27, 2018 and construction began in November 2018. The Department of Facility Design & Construction, the design consultants Pearson & Peters Architects, and the local building code officials have reviewed the progress of the work. Minor changes to the original plans and specifications have been necessary in order to: resolve unforeseen existing conflicts found during construction; comply with building code requirements; correct deficiencies in the plans; or to provide improvements over the original specification. The Board has approved one (1) change order adding the amount of \$12,293.03 to the total construction cost. The adjusted contract amount is \$910,464.03. All work has been satisfactorily completed by the contractor. At this time, a BG-4 Contract Closeout Form is presented for acceptance of the work by the Board.

<u>Item</u>	<u>Amount</u>	<u>Funding Source</u>	<u>Recurring/ Nonrecurring</u>	<u>Measurable Expected Impact and Timeline</u>
BG-4 Contract Closeout Form	\$0	Fund 360	Nonrecurring	Approval of the BG-4 complies with the intent of the requirements of 702 KAR 4:160 and the Kentucky Department of Education, District Facilities Branch.

Original Contract Amount	\$898,171.00
Total of Change Orders to Contract (1)	\$12,293.03
Total Cost of Construction	\$910,464.03

Policy: 702 KAR 4:160

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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Superintendent Emmanuel Caulk

Fiscal Impact: None

Attachments(s): None

On motion by _____, seconded by _____, the Board accepted the completion of the contract for the replacement of the athletic field artificial turf and running track at Bryan Station High School and approved the BG-4 Contract Closeout Form, 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: June 22, 2020

TOPIC: Rejection of Bids for the Construction of New Parking Lots at the Liberty Road Bus Garage BG# 18-378

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Reject all bids received on March 10, 2020 for the construction of Expanding the Bus Parking Lot at Liberty Road Bus Garage.

Background/Rationale: On March, 10, 2020 bids were received for the construction of expanding the bus parking lot at Liberty Road Bus Garage. The most recent cost estimate for construction costs approved by the Board at its May 20, 2019 meeting was \$991,675.00, with a total project cost of \$1,134,306.00. Three bids were received as set out below and all three bids exceed the budget for this project. Therefore, it is necessary at this time to reject these bids. The funds will remain in the project's fund and rebidding will be determined at a later date unless other direction is given.

BIDDER	BASE BID	Alternate Bid #1	Alternate Bid # 2	BASE BID plus Alternates #1 & 2
1 R.L. Caudill Const.	\$1,065,700.00	\$110,000.00	\$141,227.00	\$1,316,927.00
2 L-M Asphalt	\$1,210,825.61	\$95,208.66	\$138,260.73	\$1,444,296.00
3 Lagco, Inc.	\$1,336,841.00	\$107,696.00	\$142,525.00	\$1,587,062.00
Alt #1 – Electric Bus Lot; Alt #2 – Add'l Staff Parking				

Attachments(s): None

On motion by _____, seconded by _____,
the Board rejected all bids received on March 10, 2020 for the construction of Expanding the Bus Parking Lot at Liberty Road Bus Garage.

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: June 22, 2020

TOPIC: Approval of a Proposed Change Order (No. Three) to the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Henry Clay High School BG #19-108

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed Change Order No. Three to the contract with Vescio's SportsFields for the replacement of the artificial turf field and track at Henry Clay High School in the amount of \$0 (Zero Dollars), and a credit to the Direct Purchase Orders in the amount of \$127.77 (One Hundred Twenty-seven Dollars and Seventy-seven Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: Due to normal life-cycle and wear-and-tear, the artificial turf field and track at Henry Clay High School are coming to the end of their expected life cycle and are ready for replacement. Pearson & Peters Architects produced final Construction Documents for bidding describing the replacement of the artificial turf and running track. Bids were received on April 9, 2019 and construction began in May, 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	6.70% A/E FEE
To improve original plans and specs:			
• Provide credit to Owner for unused portion of two (2) material Direct Purchase Order to close; credit:		\$0	\$0
▪ Brock USA DPO #39508086	(\$0.01)		
▪ Site Supply, Inc. DPO #39508088	(\$127.76)		
Total Change Order No. Three:		(\$127.77)	
Design consultant fees:			\$0
Total Cost:		(\$127.77)	

A 5% contingency (\$46,503) is included in the project's available funds. There have been two previous change orders on this project. The cost of the current and all changes orders represents a 1.73% change in the construction cost.

Policy: 702 KAR 4:160

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Superintendent Emmanuel Caulk

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0393607	19108	0840	\$30,240.65

Attachments(s): **None**

On motion by _____, seconded by _____, the Board approved the Change Order No. Three to the contract with Vescio's SportsFields for the replacement of the artificial turf field and track at Henry Clay High School in the amount of \$0 (Zero Dollars), and a credit to the Direct Purchase Orders in the amount of 127.77 (One Hundred Twenty-seven Dollars and Seventy-seven Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: June 22, 2020

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

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve the proposed Change Order No. Six to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$167,900.00 (One Hundred Sixty-seven Thousand, Nine Hundred Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$8,395.00 (Eight Thousand, Three Hundred Ninety-five Dollars) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy is listed as priority 1.a.1 on FCPS's 2017 District Facility Plan (April 2019 Finding). Ross Tarrant Architects produced final Construction Documents for bidding describing renovation and reconfiguration of the existing building yielding a final project of approximately 119,981 SF to serve 600 STEAM Academy students and 14,240 SF to serve 80 Success Academy students. Bids were received on June 6, 2019 and construction began in July 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been 139 in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	5.0% A/E FEE
To improve original plans and specs:			
<ul style="list-style-type: none"> Provide labor, materials and equipment to provide coating and repair to existing exterior insulation and finish system; add: 		\$167,900.00	\$8,395.00
Total Change Order No. Six:		\$167,900.00	
Design consultant fees:			\$8,395.00
Total Cost:		\$176,295.00	

A 5% contingency (\$1,105,425) is included in the project's available funds. There have been five previous change orders on this project. The cost of the current and all changes orders represents a 1.20% change 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	1303603	19163	0840	\$1,006,093.11

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the Change Order No. Six to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$167,900.00 (One Hundred Sixty-seven Thousand, Nine Hundred Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$8,395.00 (Eight Thousand, Three Hundred Ninety-five Dollars) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: June 22, 2020

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

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve the proposed Change Order No. Seven to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$34,295.00 (Thirty-four Thousand, Two Hundred Ninety-five Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,766.95 (One Thousand, Seven Hundred Sixty-six Dollars and Ninety-five Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy is listed as priority 1.a.1 on FCPS's 2017 District Facility Plan (April 2019 Finding). Ross Tarrant Architects produced final Construction Documents for bidding describing renovation and reconfiguration of the existing building yielding a final project of approximately 119,981 SF to serve 600 STEAM Academy students and 14,240 SF to serve 80 Success Academy students. Bids were received on June 6, 2019 and construction began in July 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been 139 in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

To correct deficient plans and specs:

- Provide labor, materials and equipment to provide relocation of existing radon mitigation system; add:

To resolve unforeseen conflict:

- Provide labor, materials and equipment to provide remediation of existing gas service line; add:
- Provide labor, materials and equipment to provide relocation of existing elevator hydraulic line and controls wiring; add:

Change to DPOs	Change to GC Contract	5.0% A/E FEE
	\$1,656.00	\$0
	\$29,601.00	\$1,480.05
	\$5,738.00	\$286.90

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Superintendent Emmanuel Caulk

- Provide labor, materials and equipment to provide credit for omitting the spray acoustical insulation in the cafeteria; deduct:

	(\$2,700.00)	\$0
Total Change Order No. Seven:	\$34,295.00	
Design consultant fees:		\$1,766.95
Total Cost:	\$36,061.95	

A 5% contingency (\$1,105,425) is included in the project's available funds. There have been six previous change orders on this project. The cost of the current and all changes orders represents a 1.36% change in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	1303603	19163	0840	\$829,798.11

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the Change Order No. Seven to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$34,295.00 (Thirty-four Thousand, Two Hundred Ninety-five Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,766.95 (One Thousand, Seven Hundred Sixty-six Dollars and Ninety-five Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: June 22, 2020

TOPIC: Approval of Revised BG-1 Project Application (Close Out) for the Construction of a New Parking Lot at The Professional Learning Center at Linlee BG# 19-281

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the revised BG-1 Project Application as outlined below to reflect miscellaneous project costs incurred during the life of the project for the construction of a New Parking Lot at The Professional Learning Center at Linlee, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160. There is no change in the total estimated project cost of \$342,234.00 (Three Hundred Forty-two Thousand, Two Hundred Thirty-four Dollars).

Background/Rationale: The revised BG-1 Project Application for the bid/construction, identifying the extent and cost of the work, was approved by the Board at its April 22, 2019 meeting. The project was substantially completed on August 27, 2019. The Kentucky Department of Education (KDE) is now requiring a revised BG1 prior to filing the BG5 project closeout document to account for miscellaneous costs paid out of the available contingency amount. This revised BG1 does not require additional funds to be approved by the Board. Based on this KDE requirement, a revision to the BG-1 is required as follows:

	Revised BG-1 Total (5/19)	Proposed BG-1 Revision Total
Total Construction Cost:	\$291,977	\$291,977
Architect/Engineer Fee:	\$30,658	\$30,658
Contingencies:	\$14,599	\$7,531*
Surveys:	\$3,000	\$3,000
Printing:	\$2,000	\$2,000
Misc. Costs – Dumpster Pad	\$0	\$7,068**
Total Estimated Cost:	\$342,234	\$342,234

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

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

Fiscal Impact: NO CHANGE

<u>Fund</u>	<u>Org. Code</u>	<u>Object</u>	<u>Project</u>	<u>Amount</u>
General Fund	9201407	0450	DEPT	\$282,200
Construction Fund Residuals (GF Source)	0653607	5210	17113	\$60,034

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Superintendent Emmanuel Caulk

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the revised BG-1 Project Application as outlined above to reflect miscellaneous project costs incurred during the life of the project for the construction of a New Parking Lot at The Professional Learning Center at Linlee, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160. There is no change in the total estimated project cost of \$342,234.00 (Three Hundred Forty-two Thousand, Two Hundred Thirty-four Dollars).

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: June 22, 2020

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

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Six to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$40,823.00 (Forty Thousand, Eight Hundred Twenty-three Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$2,184.03 (Two Thousand, One Hundred Eighty-four Dollars and Three Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place as the new Central Office is listed as priority 3.6 on FCPS' 2017 District Facility Plan (Amendment approved by the Kentucky Board of Education on October 2, 2019). Staggs & Fisher Engineers produced final Construction Documents for bidding describing the renovation of the existing building. Bids were received on January 13, 2020, and construction began on February 20, 2020. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	5.35% A/E FEE
To resolve unforeseen conflict:			
• Provide labor, materials and equipment to bore through rock from Lexmark manhole on north side of Russell Cave Road to 1126 Russell Cave Road; add:		\$40,823.00	\$2,184.03
Total Change Order No. Six:		\$40,823.00	
Design consultant fees:			\$2,184.03
Total Cost:			\$43,007.03

A 10% contingency (\$511,285) is included in the project's available funds. There have been five previous change orders on this project. The cost of the current and all changes orders represents a 2.53% change in the construction cost.

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

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	20060	0840	\$381,857.21

Attachment(s): None

On motion by _____, seconded by _____, the Board approved proposed additive Change Order No. Six to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$40,823.00 (Forty Thousand, Eight Hundred Twenty-three Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$2,184.03 (Two Thousand, One Hundred Eighty-four Dollars and Three Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: June 22, 2020

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

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Seven to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$30,082.00 (Thirty-thousand, Eight-two Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,504.10 (One Thousand, Five Hundred Four Dollars and Ten Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place as the new Central Office is listed as priority 3.6 on FCPS' 2017 District Facility Plan (Amendment approved by the Kentucky Board of Education on October 2, 2019). Staggs & Fisher Engineers produced final Construction Documents for bidding describing the renovation of the existing building. Bids were received on January 13, 2020, and construction began on February 20, 2020. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	5.35% A/E FEE
To improve original plans and specs:			
<ul style="list-style-type: none"> Provide labor, materials and equipment to add power and data receptacles and wood blocking for video display monitors; add: 		\$30,082.00	\$1,504.10
Total Change Order No. Seven:		\$30,082.00	
Design consultant fees:			\$1,504.10
Total Cost:		\$31,586.10	

A 10% contingency (\$511,285) is included in the project's available funds. There have been six previous change orders on this project. The cost of the current and all changes orders represents a 3.15% change 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	20060	0840	\$338,850.18

Attachment(s): None

On motion by _____, seconded by _____, the Board approved proposed additive Change Order No. Seven to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$30,082.00 (Thirty-thousand, Eight-two Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,504.10 (One Thousand, Five Hundred Four Dollars and Ten Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: June 22, 2020

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

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Eight to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$6,541.00 (Six Thousand, Five Hundred Forty-one Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$349.94 (Three Hundred Forty-nine Dollars and Ninety-four Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place as the new Central Office is listed as priority 3.6 on FCPS' 2017 District Facility Plan (Amendment approved by the Kentucky Board of Education on October 2, 2019). Staggs & Fisher Engineers produced final Construction Documents for bidding describing the renovation of the existing building. Bids were received on January 13, 2020, and construction began on February 20, 2020. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	5.35% A/E FEE
To improve original plans and specs:			
• Provide labor, materials and equipment to remove additional trees and shrubs; add:		\$6,541.00	\$349.94
Total Change Order No. Eight:		\$6,541.00	
Design consultant fees:			\$349.94
Total Cost:		\$6,890.94	

A 10% contingency (\$511,285) is included in the project's available funds. There have been seven previous change orders on this project. The cost of the current and all changes orders represents a 3.28% change 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	20060	0840	\$307,264.08

Attachment(s): None

On motion by _____, seconded by _____, the Board approved proposed additive Change Order No. Eight to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$6,541.00 (Six Thousand, Five Hundred Forty-one Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$349.94 (Three Hundred Forty-nine Dollars and Ninety-four Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: June 22, 2020

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

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

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Four to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B), in the amount of \$26,605.20 (Twenty-six Thousand, Six Hundred Five Dollars and Twenty Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,676.13 (One Thousand, Six Hundred Seventy-six Dollars and Thirteen Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: When these facilities were renovated in the past, FCPS buildings did not include the features of a secured vestibule. As a part of the new Board-approved 10-Point Safety Investment Plan, modifications need to be made to the front entries and secured vestibules to provide a higher level of protection for students and staff. Ross Tarrant Architects have produced final Construction Documents for bidding describing these modifications. The negotiated bid was approved on June 24, 2019 and construction began in October 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

To improve original plans and specs:

- Provide labor, materials and equipment to provide new restroom and revised floor plan layout – Harrison Elementary; add:

To comply with building code:

- Provide labor, materials and equipment to provide upgrades to existing electrical wiring per building code; add:

Change to DPOs	Change to GC Contract	6.3% A/E FEE
	\$22,999.20	\$1,448.95
	\$3,606.00	\$227.18

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Superintendent Emmanuel Caulk

Total Change Order No. Four:		\$26,605.20	
Design consultant fees:			\$1,676.13
Total Cost:		\$28,281.33	

A 5% contingency (\$79,330) is included in the project's available funds. There have been three previous change orders on this project. The cost of the current and all changes orders represents a 3.81% increase in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0003603	19122	0840	\$46,328.00

Attachments(s): None

On motion by _____, seconded by _____, the Board approve the proposed additive Change Order No. Four to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B), in the amount of \$26,605.20 (Twenty-six Thousand, Six Hundred Five Dollars and Twenty Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,676.13 (One Thousand, Six Hundred Seventy-six Dollars and Thirteen 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: 6/8/2020

TOPIC: Certified Evaluation Plan

PREPARED BY: Jennifer Dyar

Recommended Action on: 6/8/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the Certified Evaluation Plan for the 2020-2021 school year.

Background/Rationale: The Certified Evaluation 50/50 Committee has made terminology, clarification, and diagram revisions as well as included the Professional Standards for Educational Leader (PSEL) to the Certified Evaluation Plan (CEP).

Policy: 03.18 Evaluation – Personnel, Certified

Fiscal Impact: N/A

Attachments(s): Certified Evaluation Plan; Assurances Signature Page; Summary of Revisions

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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

ASSURANCES

CERTIFIED SCHOOL CERTIFIED EVALUATION PLAN

The Fayette County Public School District hereby assures the Commissioner of Education that:

This evaluation plan was developed by an evaluation committee composed of an equal number of teachers and administrators (KRS 156.557).

Name:	Title:	Name:	Title:
Heather Bell	Administrator	Rosa Cubero-Hurley	Teacher
Leon Buford-Kelly	Administrator	Sammy Hall	Teacher
Shamiah Ford	Administrator	Jessica Hiler	Teacher
Carl Hayden	Administrator	Tomma Huguely	Teacher
Felicia Lindsay	Administrator	Amanda Hurley	Teacher
Kate McAnelly	Administrator	Kristine Lyon	Teacher
Marty Mills	Administrator	John Nord	Teacher
Kevin Payne	Administrator	Lisa Owens	Teacher

The evaluation criteria and process used to evaluate certified school personnel shall be explained to and discussed with the evaluatee no later than the end of the evaluatee's first thirty (30) calendar days of reporting for employment each school year. (704 KAR 3:370)

All certified school personnel who have not attained continuing service status shall receive an annual summative evaluation and shall incorporate the formative data collected during the Kentucky Teacher Internship Program (if funded). (KRS 156.557)

All certified school personnel who have attained continuing service status shall receive a summative evaluation at least once every three (3) years. (KRS 156.557)

Each evaluator will be trained, tested, and approved in the use of appropriate evaluation techniques (KRS 156.557).

This plan requires a summative evaluation of certified school personnel to be documented in writing and to be included in the evaluatee's official personnel record. (704 KAR 3:370)

The local evaluation plan provides for the right to a hearing as to every appeal, an opportunity to review all documents presented to the evaluation appeals panel, and a right to presence of evaluatee's chosen representative (KRS 156.557).

The evaluation plan process will not discriminate on the basis of age, race, color, national origin, religion, sex, disability, or any other protected characteristic, as required by all applicable federal, state, and local law.

The local board of education shall review, as needed, the district's certified evaluation plan to ensure compliance with KRS 156.557 and this administrative regulation. If a source of evidence is added or removed from the certified evaluation plan or if a decision rule or calculation is changed in the summative rating formula, the revised certified evaluation plan shall be reviewed and approved by the local board of education. If the local board of education determines the changes do not meet the requirements of KRS 156.557, the certified evaluation plan shall be returned to the certified evaluation committee for revision.

The local board of education approved the evaluation plan as recorded in the minutes of the meeting held on June 8, 2020. (704 KAR 3:370)

Signature of District Superintendent

Date

Signature of Chairperson, Board of Education

Date

Fayette County Public Schools
 Certified Evaluation Plan
 2020 – 2021

Summary of Revisions

CEP Section	Suggested Change	Page #
CEP Committee	Updated list of CEP committee members	3
Glossary of Roles and Definitions	Added terminology and definitions for the following: <ul style="list-style-type: none"> • Face-to Face • Late Hire • Leave of Absence • Multiple Measures of Student Learning • Non-Traditional Instruction (NTI) • Professional Standards for Educational Leaders (PSEL) • Virtual Learning 	5-6
All Sections	Added Multiple Measures of Student Learning as Required evidence	8 – 10, 12 15 17, 19
Principal and Other Building-Level Administrators, and District-Level Section	Replaced the former Principal Standards (Strong) with the new KDE-required Professional Standards for Educational Leaders (PSEL).	16, 19

Fayette County Public Schools Certified Evaluation Plan

2020-21



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ASSURANCES

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Shamiah Ford	Administrator	Jessica Hiler	Teacher
Carl Hayden	Administrator	Tomma Huguely	Teacher
Felicia Lindsay	Administrator	Amanda Hurley	Teacher
Kate McAnelly	Administrator	Kristine Lyon	Teacher
Marty Mills	Administrator	John Nord	Teacher
Kevin Payne	Administrator	Lisa Owens	Teacher

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The local board of education shall review, as needed, the district's certified evaluation plan to ensure compliance with KRS 156.557 and this administrative regulation. If a source of evidence is added or removed from the certified evaluation plan or if a decision rule or calculation is changed in the summative rating formula, the revised certified evaluation plan shall be reviewed and approved by the local board of education. If the local board of education determines the changes do not meet the requirements of KRS 156.557, the certified evaluation plan shall be returned to the certified evaluation committee for revision.

The local board of education approved the evaluation plan as recorded in the minutes of the meeting held on May , 2020. (704 KAR 3:370)

Signature of District Superintendent

Date

Signature of Chairperson, Board of Education

Date

**Fayette County Public Schools
Certified Evaluation Committee Members**

Name	School	Representative
Heather Bell	IAK Support Services	Administrator
Leon Buford-Kelly	Leestown Middle	Administrator
Shamiah Ford	Coventry Oak Elem	Administrator
Carl Hayden	IAK Support Services	Administrator
Felicia Lindsay	Martin Luther King Academy	Administrator
Kate McAnelly	IAK Support Services	Administrator
Marty Mills	Tates Creek High	Administrator
Kevin Payne	Southern Middle	Administrator
Rosa Cubero-Hurley	Maxwell Elementary	Teacher
Sammy Hall	EJ Hayes Middle	Teacher
Jessica Hiler	FCEA	Teacher
Tomma Huguely	LTMS	Teacher
Amanda Hurley	Henry Clay High	Teacher
Kristine Lyon	Bryan Station High	Teacher
John Nord	Southern Elem	Teacher
Lisa Owens	William Wells Brown Elementary	Teacher

For additional information about the Fayette County Public Certified Personnel Evaluation Plan, please contact:

Frank Coffey
Associate Director of Human Resources
701 East Main Street
Lexington, KY 40502-1699
859-381-4244 (office)
859-381-4789 (fax)

GLOSSARY OF ROLES AND DEFINITIONS

Roles and Definitions

1. **Calendar Days:** All days of the calendar, including weekends, holidays, etc...
2. **Certified Administrator:** Certified school personnel who devotes the majority of time in a position for which administrative certification is required by EPSB.
3. **Certified School Personnel:** A certified employee, below the level of superintendent, who devotes the majority of time in a position in a district for which certification is required by EPSB.
4. **Conference:** A meeting between the evaluator and the evaluatee for the purposes of providing feedback, analyzing the results of an observation or observations, reviewing other evidence to determine the evaluatee's accomplishments and areas for growth, and leading to the establishment or revision of a professional growth plan.
5. **Corrective Action Plan:** A plan for improvement up to twelve months in duration for:
 - a. Teachers and other professionals who are rated ineffective as their summative rating.
 - b. Principals, Other Building-Level and District-Level Administrators who are rated ineffective as their summative rating.
6. **District-Level Administrator:** Certified Administrators in roles at the district level that could include School Chiefs or district-level Directors.
7. **Evaluatee:** A certified school personnel who is being evaluated.
8. **Evaluator:** The primary evaluator as described in KRS 156.557(5)(c)2.
9. **Evidence:** Sources of information gathered and documented.
10. **Face-to-Face:** In person or virtual meetings.
11. **Formative Evaluation:** Is defined by KRS 156.557(1)(a).
12. **Full Observation:** An observation conducted by a certified observer for the length of a full class period or full lesson.
13. **Instructional Days:** School days when students are present in person or in a virtual learning setting.
14. **Job Category:** A group or class of certified school personnel positions with closely related functions.
15. **Late Hire:** Any employee hired after the first 60 consecutive work days.
16. **Leave of Absence:** Any employee not reporting to work for 60 or more consecutive days.
17. **Mini Observation:** An observation or site visit conducted by a certified observer for 20 – 30 minutes in length.
18. **Multiple Measures of Student Learning:** Assessments and data used to demonstrate student learning.
19. **Non-Traditional Instruction (NTI):** Instructional days in which teachers, other professionals, administrators, and students are participating in virtual learning.
20. **Observation/Work Site Visit:** A data collection process conducted by a certified observer, in person or through video, for the purpose of evaluation, including notes, professional judgments, and artifacts examination made during one or more classroom or worksite visits of any duration.
21. **Observer Calibration Training:** A process of ensuring that certified school personnel who serve as observers of evaluatees have demonstrated proficiency in rating teachers and other professionals for the purposes of evaluation and feedback.
22. **Observer Initial Evaluation Training and Testing:** A required KDE approved training for new evaluators to ensure that certified school personnel who serve as observers of evaluatees have demonstrated proficiency in rating teachers and other professionals for the purposes of evaluation and feedback.
23. **Other Building-Level Administrator:** Certified Administrators in roles that could include Associate Principals, Administrative Deans, Academy Coaches, Professional Growth and Effectiveness Coaches- Admin.

24. **Other Professionals:** Certified school personnel, except for teachers, administrators, assistant principals, or principals.
25. **Performance Criteria:** The areas, skills, or outcomes on which certified school personnel are evaluated.
26. **Performance Measure:** one (1) of four (4) measures defined in the Kentucky Framework for Personnel Evaluation. Measures include planning, environment, instruction, and professionalism.
27. **Performance Rating:** The rating for each performance measure for a teacher, other professional, principal, other building-level or district-level administrator as determined by the local district certified evaluation plan aligned to the Kentucky Framework for Personnel Evaluation. Ratings shall be exemplary, accomplished, developing, and ineffective. The performance ratings are defined as:
- Exemplary:** consistently exceeds expectations for effective performance
 - Accomplished:** consistently meets expectations for effective performance
 - Developing:** inconsistently meets expectations for effective performance
 - Ineffective:** consistently fails to meet expectations for effective performance
28. **Principal:** A certified school personnel who devotes the majority of employed time in the role of principal, for which administrative certification is required by the Education Professional Standards Board pursuant to 16 KAR 3:050.
29. **Professional Growth Plan:** An individualized plan for certified personnel that is focused on improving professional practice and leadership skills, aligned with performance standards and the specific goals and objectives of the school improvement plan or the district improvement plan, built using a variety of sources and types of data that reflect student needs and strengths, evaluatee data, and school and district data, produced in consultation with the evaluator and includes: (a) Goals for enrichment and development that are established by the evaluatee in consultation with the evaluator; (b) Objectives or targets aligned to the goals; (c) An action plan for achieving the objectives or targets and a plan for monitoring progress; (d) A method for evaluating success; and (e) The identification, prioritization, and coordination of presently available school and district resources to accomplish the goals.
30. **Professional Standards for Educational Leaders (PSEL):** The standards by which administrators will be evaluated.
31. **Self-Reflection:** The process by which certified personnel assesses the effectiveness and adequacy of their knowledge and performance for the purpose of identifying areas for professional learning and growth.
32. **Student Surveys:** Surveys that provide data on specific aspects of the instructional environment and professional practice of the teacher or other professional evaluatee.
33. **Summative Evaluation:** Is defined by KRS 156.557(1)(b).
34. **Summative Rating:** The overall rating for certified school personnel below the level of superintendent as determined by the district certified evaluation plan aligned to the Kentucky Framework for Personnel Evaluation.
35. **Teacher:** A certified school personnel who has been assigned the lead responsibility for student learning in a classroom, grade level, subject, or course and holds a teaching certificate under 16 KAR 2:010 or 16 KAR 2:020.
36. **Virtual Learning:** A learning experience that is enhanced through utilizing computers and/or the internet both outside and inside of the school building. It most commonly takes place in an online environment.
37. **Working Days:** A day in the established employee work calendar. Students may or may not be present.

TEACHERS' AND OTHER PROFESSIONALS' EVALUATION PROCESS

Includes, but not limited to:

Classroom Instructors, Special Education Instructors, Interventionists, Child Guidance Specialists, Guidance Counselors, Instructional Specialists/Coaches, Library Media Specialists, Social Workers, Speech Therapists, Certified Mental Health Specialists, and Non-Administrative District Personnel

Evaluation Plan Vision:

The vision for the Certified Evaluation Plan is to have every student taught by effective certified staff. The goal is to create a fair and equitable system to measure effectiveness and act as a catalyst for professional growth. The Kentucky Framework for Teaching and the Specialist Frameworks for Other Professionals are designed to support student achievement and professional practice through the domains of:

Performance Measures: Framework for Teaching/Specialist Frameworks for Other Professionals

Planning
Environment
Instruction
Professionalism

When certified staff fall under multiple frameworks, the evaluator will determine evaluatee's framework within the first 30 days of employment. Best practice for determining the evaluatee's framework would include discussion with the evaluatee.

The frameworks also include themes such as equity, cultural competence, high expectations, developmental appropriateness, accommodation for individual needs, effective technology integration, and student assumption of responsibility. It provides structure for feedback and continuous improvement through individual goals that target professional growth, thus supporting overall school improvement. Evidence documenting professional practice will be situated within one or more of the four domains of the framework. Performance will be rated for each component according to four performance levels: Ineffective, Developing, Accomplished, and Exemplary. The summative rating will be a holistic representation of performance, combining data from multiple sources of evidence across each domain.

The use of professional judgment based on multiple sources of evidence promotes a more holistic and comprehensive analysis of practice, rather than over-reliance on one individual data point or rote calculation of practice based on predetermined formulas. Evaluators will also take into account how educators respond to or apply additional supports and resources designed to promote student learning, as well as their own professional growth and development. Evaluators must use the following categories of evidence in determining overall ratings:

REQUIRED Sources of Evidence

- Self-Reflection/Professional Growth Plan
- Observation(s)/worksite visit(s)
- Multiple Measures of Student Learning

OPTIONAL Sources of Evidence

- ➔ Products of Practice
- ➔ Other Sources, which should yield information related to the evaluatee's practice within the Performance Measures, and may be provided by evaluators and evaluatees, include but are not limited to:
 - team-developed curriculum units
 - lesson plans
 - communication logs
 - timely, targeted feedback from mini or informal observations
 - student surveys
 - student work

- student formative and/or summative course evaluations/feedback
- minutes from PLCs
- minutes from other committee meetings
- teacher reflections and/or self-reflections
- teacher interviews
- teacher committee or team contributions
- parent engagement surveys
- records of student and/or teacher attendance
- video lessons
- engagement in professional organizations
- action research
- other: sources of evidence determined with the collaboration of teacher and administrator that uniquely supports educator practice of effectiveness for the content and grade level.

SOURCES OF EVIDENCE/FRAMEWORK FOR TEACHING ALIGNMENT

FRAMEWORK for TEACHING (FfT)			Performance Measure: Planning					Performance Measure: Environment			Performance Measure: Instruction			Performance Measure: Professionalism										
		Component	1a -Knowledge of content/ pedagogy	1b-Demonstrate knowledge of students	1c- Setting Instructional Outcomes	1d-Demonstrates knowledge of resources	1e-Designing Coherent Instruction	1f- Designing Student Assessment	2a-Creating Env. of Respect & Rapport	2b-Establish Culture of Learning	2c-Maintaing Classroom Procedures	2d-Managing Student Behavior	2e-Organizing Physical Space	3a-Communicating with Students	3b-Questioning & Discussion Techniques	3c-Engaging Students in Learning	3d-Using Assessment in Learning	3e-Demonstrating Flexibility & Responsive	4a-Reflecting On Teaching	4b-Maintaining Accurate Records	4c-Communicating With Families	4d-Participating in Profess. Learning Comm.	4e-Growing & Developing Professionally	4f-Showing Professionalism
REQUIRED SOURCES OF EVIDENCE To Inform Summative Rating	Supervisor Observation	Evidence (pre/post conferences)					Observation										Evidence (pre/post conferences)							
	Self-Reflection/ Professional Growth	Self-Reflection and Professional Growth Plan																						
	Multiple Measures of Student Learning	Multiple Measures of Student Learning																						

Note: Other sources of evidence may be required by evaluators.

Sources of Evidence

Self-Reflection and Professional Growth Plan

All teachers and other professionals participate in Self-Reflection and the Professional Growth Plan each year. Self-reflection should occur prior to initial Professional Growth Plan development. The Professional Growth Plan will address realistic, focused, and measurable professional goals. The plan will connect data from multiple sources including classroom observation feedback, data on student growth and achievement, and professional growth needs identified through self-assessment and reflection. In collaboration with the administrators, teachers will identify explicit goals that will drive the focus of professional growth activities, support, and ongoing reflection. Reflective practices and professional growth planning are continuous processes. The certified staff (1) reflects on his or her current growth needs based on multiple sources of data and identifies an area or areas for focus; (2) collaborates with his or her administrator to develop a professional growth plan and action steps; (3) implements the plan; (4) regularly reflects on the progress and impact of the plan on his or her professional practice; (5) modifies the plan as appropriate; (6) continues implementation and ongoing reflection; and finally, (7) conducts a summative reflection on the degree of goal attainment and the implications for next steps.

Observation/Worksite Visit

The observation/worksite visit process is one source of evidence to determine effectiveness of professional practice. The supervisor observation/worksite visit will provide *documentation* and *feedback* to measure effectiveness. *Only observations conducted by the evaluator will be used to inform a summative rating.* The rationale for observation is to encourage continued professional growth through critical reflection.

Multiple Measures of Student Learning

Multiple measures of student learning is one source of evidence to determine effectiveness of professional practice. These multiple measures are assessments and data that demonstrate student learning. The measures used for the purposes of evaluation will be determined by the evaluator and evaluatee. Measures of student learning could include, but are not limited to: state assessments, MAP, ACT, Career Readiness, ACCESS, TELL, FAST, SuccessMaker, and Imagine Learning.

Certified Evaluation Implementation Timeline for Teachers and Other Professionals

Timeline	Action
First 30 calendar days of reporting for employment	Evaluation Criteria and process shall be explained by the Evaluators.
First 60 instructional days	Evaluatee reflects on his/her current growth needs and collaborates with the Evaluator to complete the initial self-reflection and to develop the PGP. Evaluator must approve these within the first 60 instructional days.
Fall Semester	Evaluator will do observations with pre/post conferences.
Mid-Year Review (recommended) (November-January)	Evaluatee and Evaluator may review progress of Self-Reflection, PGP, and evidence collection and modify plans as appropriate. These recommended mid-year reviews may be completed either electronically or face-to-face.
Spring Semester	Evaluatee continues growth plan implementation and ongoing self-reflection. Evaluator completes observations with pre/post conferences.
By April 15 (non-tenured) /May 15 (tenured)/June 15 (Counselors)	Evaluators and evaluatees complete the summative reflection, PGP, and evaluation implementation. Evaluators submit summative evaluation forms for the official personnel record and provides a copy to the evaluatee, who may include a written response.

Observer Initial Evaluation Training and Testing/Observer Calibration Training

All new administrators serving as evaluators of certified personnel are required to complete the KDE approved initial certified evaluation training before conducting formative or summative observations. After their initial year of the KDE approved evaluation training, evaluators must obtain a minimum of six hours annually of EILA-approved training for evaluation purposes. To ensure consistency of observations, evaluators must complete the district-determined observer calibration training annually. The training allows observers to develop a deep understanding of how the four Performance Measures of the Kentucky Framework for Teaching (FtT) are applied in observation.

- Only evaluators who have completed the district-determined observation training can conduct formative and summative observations for the purpose of evaluation. In the event that a supervisor has yet to complete the district-determined observation training, the district will provide the following supports:
 - A substitute observer will be assigned by the superintendent or designee from a pool of current and retired district administrators who have been trained to evaluate, ensuring certified staff have access to trained observers. In such cases, the observation data provided by a substitute observer is considered a valid source of evidence only if the supervisor is present in the observation.
 - Additional trainings will be provided by district personnel as needed.
 - Any supervisors who are hired late will be required to complete the district-determined observation training. Additional support/training will be provided by district personnel if needed and a substitute administrator will be assigned for any observations conducted during that time.

Observation/Worksite Visit Model

Tenured Certified Staff (3 observations minimum in the 3 year cycle)			
All observations must be completed by April 30 th .			
Formative - Year 1			
Observation Type	Frequency	Observer	Timeline * **
Mini Observation (20-30 minutes)	Minimum of 1 time	Administrator	After the evaluation training and prior to April 30 th
Formative - Year 2			
Mini Observation (20-30 minutes)	Minimum of 1 time	Administrator	After the evaluation training and prior to April 30 th
Summative - Year 3			
Full Observation (class period or lesson)	Minimum of 1 time in the Summative year	Administrator	Prior to April 30 th

Non-Tenured Certified Staff (2 observations minimum EACH year)			
All observations must be completed by March 31 st .			
Observation Type	Frequency	Observer	Timeline * **
Full Observation (class period or lesson)	Minimum of 2 per year	Administrator	One must be conducted after the evaluation training and prior to winter break. The second one must be conducted between the first day of the second semester and March 31 st

***Late Hires/Leaves of Absence (not reporting to work for 60 or more consecutive school days):** Teachers and Other Professionals in their summative evaluation year must have a minimum of one full observation by March 31st (non-tenured) or April 30th (tenured). Tenured Teachers and Other Professionals in one of their formative evaluation years must have a minimum of one mini observation by April 30th. All other requirements remain the same. Timelines should be adjusted accordingly, documented in writing and signed/dated by evaluatee and evaluator.

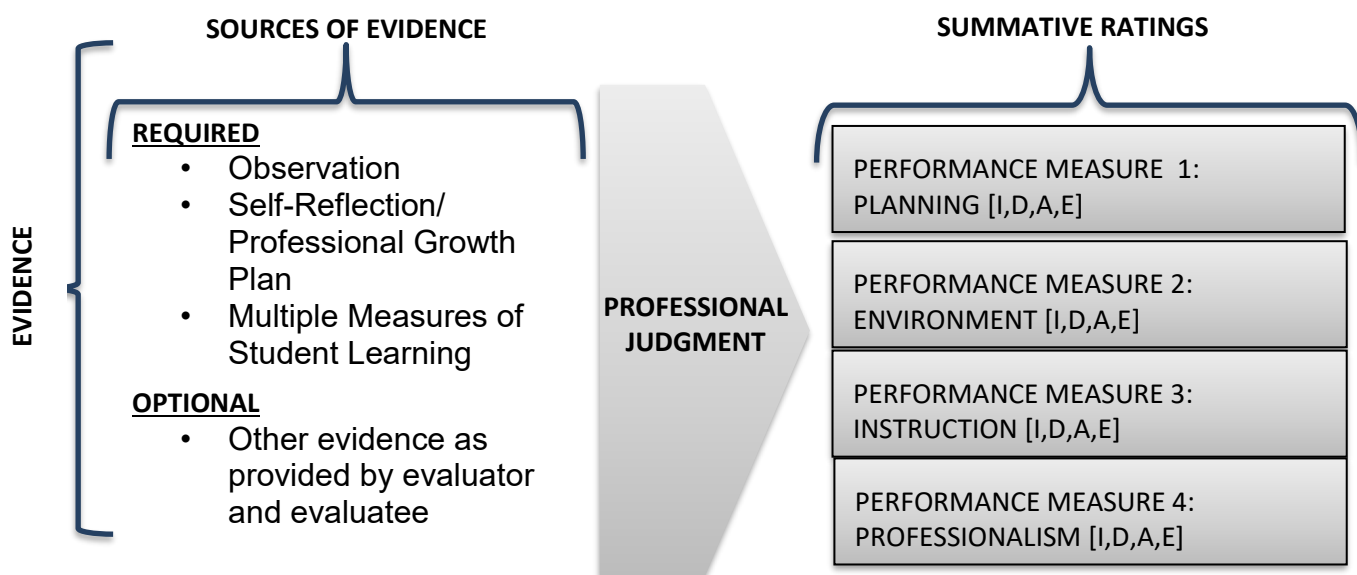
****Instructional Calendar Changes (i.e. snow day)** - Timelines may need to be adjusted if the instructional calendar is changed.

Observation Conferencing Protocols (Tenured and Non-Tenured Certified Staff)

Pre-Conference (Mini and Full)	Post-Conference (Mini and Full)
<ul style="list-style-type: none"> Pre-Conference required for each observation within 1-5 instructional days before observation. <ul style="list-style-type: none"> Conference is face-to face OR electronic. Evaluatee submits lesson plans and/or pre-observation form. 	<ul style="list-style-type: none"> Post-Conference required within 5 working days after observation. <ul style="list-style-type: none"> Conference is face-to-face ONLY. Conference must be documented in writing and signed by Evaluatee and Evaluator.

Rating the Performance Measures

The Kentucky Framework for Teaching and the Specialist Frameworks for Other Professionals stand as the critical rubrics for providing educators and evaluators with concrete descriptions of practice associated with specific Performance Measures. When certified staff fall under multiple frameworks, the evaluator will determine evaluatee's framework within the first 30 days of employment. Best practice for determining the evaluatee's framework would include discussion with the evaluatee. Supervisors and educators will be engaged in ongoing dialogue throughout the evaluation cycle. The process concludes with the evaluator's analysis of evidence and the final assessment of practice in relation to performance described under each Performance Measure at the culmination of an educator's cycle. Supervisors will provide a summative rating for each Performance Measure based on evidence.



Determining the Summative Rating

Supervisors are responsible for determining the Summative Rating for each school level certified staff at the conclusion of the summative evaluation year. The Summative Rating is determined by the performance ratings given for each Performance Measure. The performance ratings are defined as:

Exemplary: consistently exceeds expectations for effective performance

Accomplished: consistently meets expectations for effective performance

Developing: inconsistently meets expectations for effective performance

Ineffective: consistently fails to meet expectations for effective performance.

For certified, tenured employees in their summative year evaluation cycle, supervisors need to factor in any data and evidence from the two previous formative evaluation cycle years to determine a summative rating for the current year. Evidence is to be documented in the district-approved electronic platform(s) and/or paper forms, which are maintained at the school/department level. The summative form will be submitted to the district for the official personnel file.

For certified, non-tenured employees, each year is a summative evaluation cycle year, so the supervisor would not factor in any data or evidence from previous years to attain the summative rating for the current year.

The evaluator determines the performance rating for each Performance Measure based on evidence that demonstrates the educator's performance that aligns with the framework, district-developed rubrics, and decision rules that establish a common understanding of performance thresholds to which all educators are held. The Summative Rating is then informed by the educator's performance ratings in each of the four Performance Measures using the following decision rules:

CRITERIA FOR DETERMINING A TEACHER'S/OTHER PROFESSIONAL'S SUMMATIVE RATING

IF...	THEN...
Two Performance Measures are rated ACCOMPLISHED and two Performance Measures are rated EXEMPLARY	Summative Rating shall be Exemplary or Accomplished
Two Performance Measures are rated DEVELOPING and two Performance Measures are rated EXEMPLARY	Summative Rating shall be Accomplished
Two Performance Measures are rated DEVELOPING and two Performance Measures are rated ACCOMPLISHED	Summative Rating shall be Accomplished or Developing
Performance Measures 1 OR 4 are rated INEFFECTIVE	Summative Rating shall NOT be Exemplary
Performance Measures 2 OR 3 are rated INEFFECTIVE	Summative Rating shall be Developing or Ineffective **
Performance Measures 2 and 3 are rated INEFFECTIVE	Summative Rating shall be Ineffective **

**An Ineffective Rating indicates a Corrective Action Plan for professional growth is required (see page 21)

PRINCIPALS', OTHER BUILDING-LEVEL ADMINISTRATORS', AND DISTRICT-LEVEL ADMINISTRATORS' EVALUATION PROCESS

Evaluation Plan Vision – Principals, Other Building-Level Administrators, and District-Level Administrators

The vision for the Certified Evaluation Plan for Principals, Other Building-Level Administrators, and District-Level Administrators is to have every school and our district led by effective administrators. The goal is to create a fair and equitable system to measure administrator effectiveness and act as a catalyst for professional growth.

Required and Optional Evidence for Principals, Other Building-Level and District-Level Administrators

REQUIRED Sources of evidence evaluators must use in determining summative ratings:

- Self-Reflection/Professional Growth Plan
- Site-Visits and/or Conferences
- Multiple Measures of Student Learning

Other possible sources

Other Sources, which should yield information related to the evaluatee's practice within the Performance Measures, and may be provided by evaluators and evaluatees, include but are not limited to:

- ➔ Products of Practice
- ➔ Surveys
- ➔ School Score Card
- ➔ Other Sources may include:
 - Agenda and/or Minutes from:
 - SBDM Meetings
 - Faculty Meetings
 - Department/ Grade Level Meetings
 - PLC Meetings
 - Leadership Team Meetings
 - Instructional Round/Walkthrough documentation
 - Principal Performance Timeline
 - Budgets
 - EILA/Professional Learning experience documentation
 - Stakeholder Surveys (Parent/Community, Staff, Students)
 - Professional Organization memberships
 - Parent/Community engagement events documentation
 - School Schedules
 - Other information as identified as evaluatee and/or evaluator

Performance Measures and the Professional Standards for Educational Leaders (PSEL)

Performance Measure	Professional Standards for Educational Leaders (PSEL)
Planning	Mission, Vision and Core Values; Operations and Management; School Improvement
Environment	Equity and Cultural Responsiveness; Community of Care and Support for Students; Professional Community for Teachers and Staff
Instruction	Curriculum, Instruction and Assessment; Professional Capacity of School Personnel
Professionalism	Ethics and Professional Norms; Meaningful Engagement of Families and Community

Sources of Evidence Framework for Principals, Other Building-Level, and District-Level Administrators

Kentucky Principal Standards: Professional Standards for Educational Leaders (PSEL)	Performance Measure: Planning	Performance Measure: Environment	Performance Measure: Instruction	Performance Measure: Professionalism
	<u>Standard 1:</u> Mission, Vision and Core Values <u>Standard 9:</u> Operations and Management <u>Standard 10:</u> School Improvement	<u>Standard 3:</u> Equity and Cultural Responsiveness <u>Standard 5:</u> Community of Care and Support for Students <u>Standard 7:</u> Professional Community for Teachers and Staff	<u>Standard 4:</u> Curriculum, Instruction and Assessment <u>Standard 6:</u> Professional Capacity of School Personnel	<u>Standard 2:</u> Ethics and Professional Norms <u>Standard 8:</u> Meaningful Engagement of Families and Community
Required Sources of Evidence	Self-Reflection and Professional Growth Plan			
	Observations and/or Site Visits (conferences)			
	Multiple Measures of Student Learning			

Sources of Evidence

Self-Reflection and Professional Growth Plan

All building-level and district-level administrators will complete the self-reflection and develop a Professional Growth Plan each year. Self-reflection improves school administrator practice through ongoing, careful consideration of the impact of leadership practice on student growth and achievement. The Professional Growth Plan will be developed within the first 90 work days and address realistic, focused, and measurable professional goals. The Professional Growth Plan should have a minimum of one goal. Additional goals may be required based on need, as identified by the evaluator. The plan may connect data from multiple sources including site-visit conferences, previous evaluations, data on student growth and achievement, and professional growth needs identified through self-assessment and reflection.

Site-Visits for Principals (formal site visits are not required for Other Building-Level or District-Level Administrators)

Site visits are a method by which the superintendent/designee may gain insight into the administrator's practice in relation to the standards. During a site visit, the superintendent or designee will discuss various aspects of the job with the administrator, and will use the administrator's responses to determine issues to explore further with the faculty and staff. The district template will be used during the site visit conferences and the recommended mid-year review to guide and document the reflections and any modifications to the plan.

Multiple Measures of Student Learning

Multiple measures of student learning is one source of evidence to determine effectiveness of professional practice. These multiple measures are assessments and data that demonstrate student learning. The measures used for the purposes of evaluation will be determined by the evaluator and evaluatee. Measures of student learning could include, but are not limited to: state assessments, MAP, ACT, Career Readiness, ACCESS, TELL, FAST, SuccessMaker, and Imagine Learning.

Certified Evaluation Implementation Timeline for Principals, Other Building-Level, and District-Level Administrators:

Timeline * **	Action
First 30 calendar days of reporting for employment	Evaluation criteria and process shall be explained by the Evaluator.
First 90 work days	Administrator Evaluatee reflects on his/her current growth needs and collaborates with the supervising Evaluator to complete the initial self-reflection and to develop the professional growth plan.
Fall semester	<u>For Principals</u>, the Evaluator must complete a minimum of one site visit with a face-to-face conference. Professional growth plan progress and evidence toward Principal performance standards will be reviewed. <u>For Other Building-Level and District-Level Administrators</u>, no formal worksite visit is required since the Evaluator works and collaborates with these administrators on a daily basis. However, the Evaluator must have a minimum of one face-to-face conference with their Other Building-Level or District-Level Administrators. Ongoing Self-Reflection, Professional Growth Plan and evidence toward the Principal performance standards will be reviewed to monitor progress and continued implementation.
Mid-Year Review (<i>recommended</i>) (November-January)	Evaluatee and Evaluator may review progress of Self-Reflection, PGP, and evidence collection and modify plans as appropriate. These recommended mid-year reviews may be completed either electronically or face-to-face.
Spring Semester	<u>For Principals</u>, the Evaluator must complete a minimum of one site visit. Evaluatee continues ongoing self-reflection. <u>For Other Building-Level Administrators</u>, no formal worksite visit is required since the Evaluator works and collaborates with these administrators on a daily basis. However, the Evaluator must have a minimum of one face-to-face conference with their Other Building-Level Administrators. Ongoing Self-Reflection, Professional Growth Plan and evidence toward the Principal performance standards will be reviewed to monitor progress and continued implementation.

	For District-Level Administrators, the Evaluator must complete a minimum of one site visit <u>EITHER</u> in the Fall <u>OR</u> Spring with a face-to-face conference. Ongoing Self-Reflection, Professional Growth Plan and evidence toward the Principal performance standards will be reviewed to monitor progress and continued implementation.
By June 15	Evaluators and evaluatees complete the summative reflection, PGP, and evaluation implementation. Evaluators submit summative evaluation forms for the official personnel record and provides a copy to the evaluatee, who may include a written response.

***Late Hires/Leaves of Absence (not reporting to work for 60 or more consecutive school days):**

Administrators must have a minimum of one site visit. All other requirements remain the same. Timelines should be adjusted accordingly, documented in writing and signed/dated by evaluatee and evaluator.

****Instructional Calendar Changes (i.e. snow day)** - Timelines may need to be adjusted if the instructional calendar is changed.

Observer Initial Evaluation Training and Testing/Observer Calibration Training

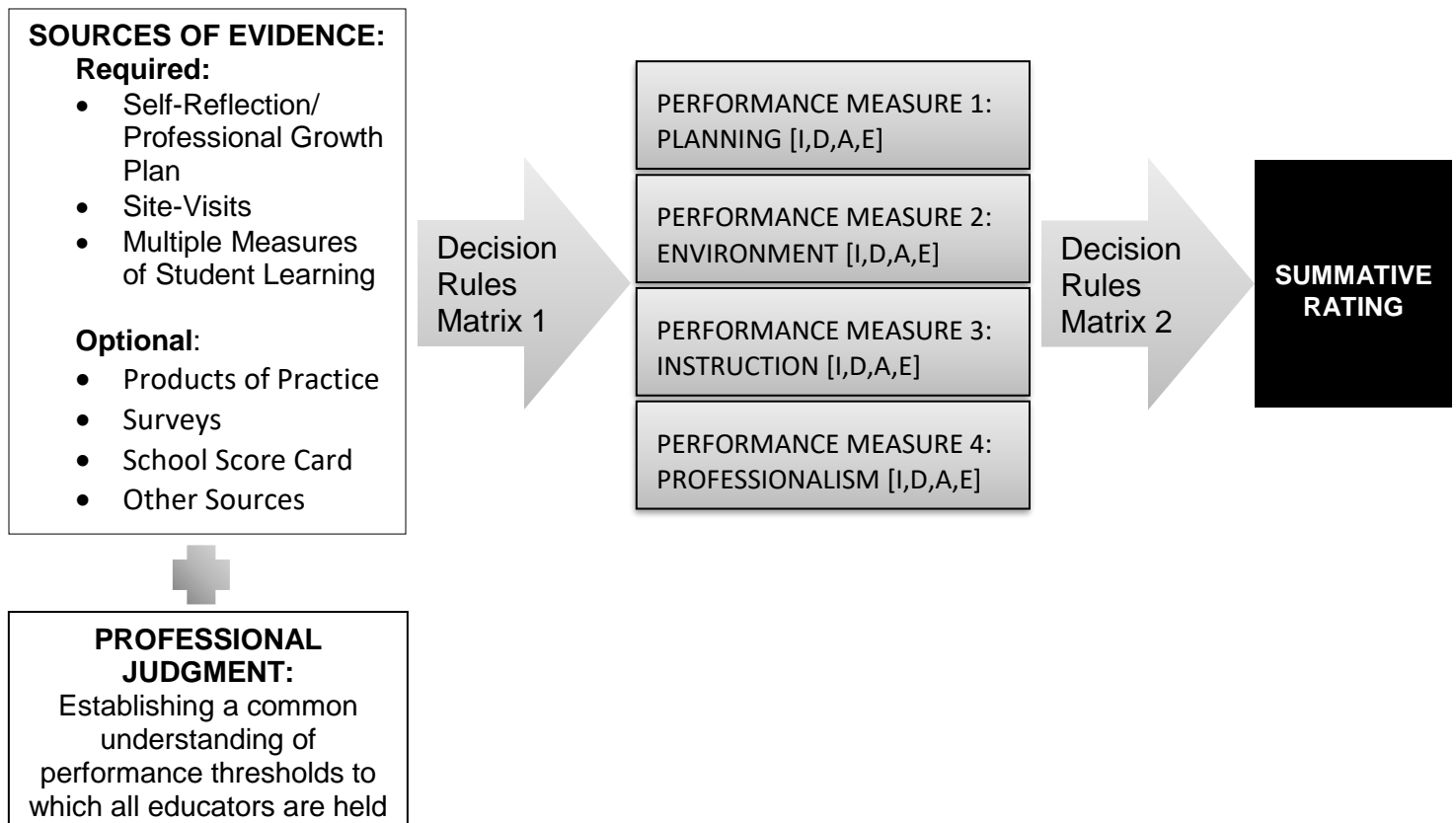
All new administrators serving as evaluators of certified personnel are required to complete the KDE approved initial certified evaluation training before conducting formative or summative observations. After their initial year of the KDE approved evaluation training, evaluators must obtain a minimum of six hours annually of EILA-approved evaluation training prior to conducting observations for the purpose of evaluation. To ensure consistency of observations, evaluators must complete the district-determined observer calibration training annually. The training allows observers to develop a deep understanding of how the four Performance Measures of the Kentucky Framework for Teaching (FfT) are applied in observation.

- Only supervisors who have completed the district-determined observation training can conduct formative and summative observations for the purpose of evaluation. In the event that a supervisor has yet to complete the district-determined observation training, the district will provide the following supports:
 - A substitute observer will be assigned by the superintendent or designee from a pool of current and retired district administrators who have been trained to evaluate, ensuring certified staff have access to trained observers. In such cases, the observation data provided by a substitute observer is considered a valid source of evidence only if the supervisor is present in the observation.
 - Additional trainings will be provided by district personnel as needed.

Any supervisors who are hired late will be required to complete the district-determined observation training. Additional support/training will be provided by district personnel if needed and a substitute administrator will be assigned for any observations conducted during that time.

Administrator Evaluation Plan Components – Overview and Summative Model

The following graphic outlines the summative rating model for Principals, Other Building-Level Administrators, and District-Level Administrators.



Evaluators will look for trends and patterns in practice across multiple types of evidence and apply their professional judgment based on this evidence when evaluating an administrator. The role of evidence and professional judgment in the determination of ratings on standards and an overall rating is paramount in this process. However, professional judgment must be grounded in the common framework identified: The Kentucky Principal Standards, which are aligned to the PSEL.

The Kentucky Principal Standards (PSEL)

The Performance Standards provide the structure for feedback for continuous improvement through individual goals that target professional growth, thus supporting overall student achievement and school improvement. Evidence supporting an administrator's professional practice will be situated within one or more of the 10 standards. Performance will be rated for each Performance Measure according to the four performance levels: Ineffective, Developing, Accomplished, and Exemplary. It is expected that most administrators will maintain an Accomplished rating but will occasionally have exemplary performance on the Performance Measures at any given time. The summative rating will be a holistic representation of performance, combining data from multiple sources of evidence across each standard.

The use of professional judgment based on multiple sources of evidence promotes a more holistic and comprehensive analysis of practice, rather than over-reliance on one individual data point or rote calculation of practice based on predetermined formulas. Evaluators will also take into account how evaluatees respond to or apply additional supports and resources designed to promote student learning, as well as their own professional growth and development.

Determining the Summative Rating

Superintendent/designee is responsible for determining the Summative Rating for each principal, other building-level administrator, and district-level administrator at the conclusion of their summative evaluation year. The Summative Rating is determined by performance ratings given for each Performance Measure. The performance ratings are defined as:

Exemplary: consistently exceeds expectations for effective performance

Accomplished: consistently meets expectations for effective performance

Developing: inconsistently meets expectations for effective performance

Ineffective: consistently fails to meet expectations for effective performance.

An administrator's Summative Rating is determined by the evaluator based on the ratings on each of the four Performance Measures, using the sources of evidence and professional judgment. Evidence is to be documented in the district-approved electronic platform(s) and/or paper forms, which are maintained at the school/department level. The summative form will be submitted to the district for the official personnel file. Next, the evaluator will use the following decision rules for determining the Summative Rating:

Decision Rules Matrix 1: Determining the Ratings for Each Performance Measure

IF...	THEN...
The Performance Measure has more than one standard and those standards are given the exact same rating	The Performance Measure rating shall be the rating given for those standards.
The Performance Measure has more than one standard and those standards are given different ratings	The Performance Measure rating shall be based on the sources of evidence and the evaluator's professional judgment.

Decision Rules Matrix 2: Determining the Summative Rating using the Performance Measures Ratings

IF...	THEN...
Two Performance Measures are rated ACCOMPLISHED and two Performance Measures are rated EXEMPLARY	Summative Rating shall be Exemplary or Accomplished
Two Performance Measures are rated DEVELOPING and two Performance Measures are rated EXEMPLARY	Summative Rating shall be Accomplished
Two Performance Measures are rated DEVELOPING and two Performance Measures are rated ACCOMPLISHED	Summative Rating shall be Accomplished or Developing
One of the Performance Measures is rated INEFFECTIVE	Summative Rating shall NOT be Exemplary
Two Performance Measures are rated INEFFECTIVE	Summative Rating shall be Developing or Ineffective**
Three or more Performance Measures are rated INEFFECTIVE	Summative Rating shall be Ineffective**

** An Ineffective Rating indicates a Corrective Action Plan for professional growth is required (see page 21)

Corrective Action Plan (CAP)

A corrective action plan, with measureable goals that are tied to the performance measure of concern, may be written at any time during the school year, but shall be written if evaluatee receives an “Ineffective” on the Final Summative Form.

Corrective action plans shall be reviewed continuously until performance is judged to meet the evaluation standards. Review of corrective action plans shall be documented on the corrective action form.

The Corrective Action Plan is a plan developed by the evaluator, at any time during the school year, in collaboration with the evaluatee, when documented unsatisfactory performance is observed, or when an “Ineffective” rating is indicated on any Final Summative Evaluation Standard. Specific assistance and activities are identified in the Corrective Action Plan and progress towards identified goals is monitored. The evaluator and the evaluatee shall specifically identify and list, in writing

- 1** Corrective Action Plan measureable goals and objectives
- 2** Procedures and activities designed to achieve Corrective Action Plan goals and objectives
- 3** Targeted dates for appraising the evaluatee’s improvement towards the identified Corrective Action Plan goals and objectives

Employees who fail to meet the measureable goals identified for them may not be recommended to the Superintendent for rehire. If the Superintendent chooses to not renew the contract, the employee will be notified by May 15th.

A corrective action plan may be developed for two purposes: (1) when improvement is needed to correct one or two critical deficiencies in performance criteria that cannot wait for the formal observation and summative conference; (2) after the formal observation and/or during the summative evaluation conference. When the CAP is developed after the summative conference, no more than 3 specified Performance Measures should be denoted for improvement at any given time. When the evaluatee meets specified areas another area may be added.

NOTE: It is the evaluator’s responsibility to document all actions taken to assist the evaluatee in improving performance towards Corrective Action Plan goals and objectives. If the evaluator and evaluatee cannot agree on the Corrective Action Plan goals and objectives, a third party, non-binding mediation shall be requested by either the evaluator or evaluatee. Such a request shall be made in writing within 5 working days of the initial dispute to the Certified Evaluations Appeals Panel Chair, or designee. If the dispute is not resolved through mediation, the evaluatee may appeal through the district’s Grievance Procedure.

RESPONSIBILITIES for EVALUATION: ALL CERTIFIED PERSONNEL

RESPONSIBILITIES for EVALUATION: All certified personnel

The Fayette County Board of Education will evaluate the superintendent. The superintendent’s evaluation process shall be developed and adopted by the local board of education.

The superintendent or designee will evaluate directors, assistant directors, coordinators, principals, central office administrators, and other district certified personnel.

Principals or designee will evaluate assistant principals, academic deans, instructional coaches, professional growth and effectiveness coaches, guidance counselors, social workers, media specialists, speech therapists, school based resource teachers, classroom teachers, and all other staff assigned to their school. All Final Summative Evaluations shall be completed by the scheduled due dates below.

Due Dates: These are the dates the Final Summative Evaluations are due. The due dates for all certified staff are detailed below.

March 31	All certified employees non-renewed for cause
April 15	All non-tenured certified staff (school and district level) (KTIP--through year 4)
May 15	All tenured certified staff (school and district level)
June 15	All administrative and counseling staff

EVALUATION TRAINING

All Fayette County Evaluators shall be trained, tested and certified according to Kentucky guidelines for the evaluation of certified personnel. Additionally, all administrators who supervise certified staff shall receive training in the implementation of the district’s certified evaluation plan. Furthermore, all evaluators must meet the CEP requirements for evaluating prior to conducting a formative or summative evaluation.

Continued certification as an evaluator shall be contingent upon the completion of a minimum of six hours of evaluation training per year. This training shall be in any one, or combination, of the following skill areas:

- 1 Use of the local evaluation process and instrument;
- 2 Identification of effective teaching/management practices;
- 3 Effective observation and conferencing employee improvement plans;
- 4 Establishing and assisting with certified employee improvement plans;
- 5 Completion of initial or update training for KTIP not to exceed (6) six hours per (2) two-year period.

Hours of training received in the use of the local evaluation process and instruments shall be certified by the local board of education and be subject to review by the State Department of Education. Hours of training received in other skill areas may compose part of the evaluator’s required hours of continued certification. The Fayette County Board of Education has designated the District Professional Development Coordinator responsible for evaluation training and the contact person for the submitted evaluation plan.

CERTIFIED EVALUATION APPEALS PROCESS

How to Appeal Certified Evaluations

- 1** Any certified employee who believes that he or she was not fairly assessed on the Final Summative Evaluation Form may appeal to the chairperson of the Certified Employee Appeals Panel within five (5) working days of the signing and dating of the summative assessment form.
- 2** The Appeals Procedure does not involve contractual status recommendations made to the superintendent or actions by the superintendent regarding contractual status. The jurisdiction of the panel is limited to the review of the summative evaluation, only.
- 3** The certified employee begins the appeal process by completing a Fayette County Public Schools Certified Employee Appeals Form, which is provided by the Office of Professional Development. This form is to be submitted to the Office of Professional Development within five (5) working days of the signing and dating of the Final Summative Evaluation form. Any pertinent documentation the employee wants included for the members of the Panel to review shall be submitted to this same office within five (5) working days of filing the appeal.
- 4** Both the evaluator and the evaluatee shall have the opportunity to review all documentation submitted as evidence to the Appeals Panel, at least five (5) days prior to the scheduled appeals hearing date.
- 5** The members of the Certified Employee Appeals Panel, the certified employee, and the assessor shall be notified of the time and date of the hearing by the chairperson. The hearing must take place within fifteen (15) working days from the date an appeal is filed.
- 6** The appeal shall be heard by panel members from the same school level as the certified employee making the appeal, along with the board appointed chairperson.
 - a) Appeals made by elementary school certified staff shall be heard by a panel consisting of two (2) elementary teachers who were elected to the panel, along with the board appointed chairperson.
 - b) Appeals made by middle school certified staff shall be heard by a panel consisting of two (2) middle school teachers who were elected to the panel, along with the board appointed chairperson
 - c) Appeals made by high school certified staff shall be heard by a panel consisting of two (2) high teachers who were elected to the panel, along with the board appointed chairperson
 - d) Appeals made by district/itinerant certified staff who work with multiple levels shall be heard by a panel consisting of two (2) certified teachers from the same or cross-section of levels who were elected to the panel, along with the board appointed chairperson.
 - e) Alternate panel members from the same school level as the certified employee making the appeal shall serve on the panel in the event the primary panel members are unable to serve
- 7** The certified employee may appeal the substance of, and any procedural issues involved in, the evaluation process. The certified employee and the evaluator have the right to present relevant evidence and expert testimony and to be represented and assisted at the hearing by legal counsel, at their own expense.
 - a) Only documentation, testimony and other evidence that pre-dates the evaluator's signature on the Final Summative Evaluation shall be presented during the appeals hearing
 - b) Documentation, testimony and other evidence that occurred after the evaluator's signature on the Final Summative Evaluation, shall not be presented during the appeals hearing
- 8** The certified employee appealing to the Panel has the burden of proof. The evaluator may respond to any statements made and evidence presented by the certified employee and may present any evidence that supports the Summative Evaluation.
- 9** All hearings will be confidential and will follow these written procedures and the appeals hearing agenda as determined by the Panel.
- 10** Pursuant to KRS 156.557—Standards For Improving Performance of Certified School Personnel, and 704 KAR 3:345—Evaluation Guidelines, any certified employee who feels that the local district is not properly implementing the evaluation plan according to the way it was approved by the Kentucky Department of Education shall have the opportunity to appeal to the Kentucky Board of Education. Its jurisdiction shall be limited to procedural matters already addressed by the local

appeals panel required by KRS 156.557(5). The panel shall have no jurisdiction relative to complaints involving the professional judgmental conclusions of evaluations, and the panel's review shall be limited to the record of proceedings at the local district level.

Procedures for Conducting a Certified Evaluation Appeals Hearing

1. The evaluatee and the evaluator shall both be present at the hearing.
2. The hearing shall be tape recorded by the chairperson of the Panel.
3. An overview of the process and the role of the Panel shall be given at the beginning of the hearing.
4. No additional written documents or exhibits are permitted to be presented at the hearing that were not submitted five working days before the hearing. (Panel members, evaluatee, and evaluator have been supplied with all written documents or exhibits to be considered five working days prior to the hearing day.)
5. Both the certified employee and the evaluator may present relevant evidence and expert testimony and may be represented and assisted at the hearing by a chosen representative including a legal counsel, at their own personal expense.
6. A tentative agenda will be presented to each party for approval at the beginning of the hearing. Each party will be allocated a reasonable amount of time in which to present relevant information and evidence pertinent to the appeal.
7. Panel members may ask questions during or after each presentation for clarification.
8. The certified employee and evaluator may make both opening and closing statements.
9. The certified employee and the evaluator will be dismissed in order for the Panel to deliberate.
10. Recommendations that the Panel may choose are:
 - A. Recommendation that the summative growth assessment should be filed as submitted.
 - B. Recommendation that the summative growth assessment be changed in the manner and for the substantive or procedural reasons stated by the Panel.
 - C. Recommendation that further investigation should be conducted by the Superintendent.
11. The Superintendent, evaluatee and the evaluator shall be notified in writing of the Panel's finding within fifteen working days after the hearing.
12. At the conclusion of the Panel's deliberations, all **written** materials reviewed during the hearing will be collected and destroyed by the chairperson. If the Panel recommends further investigation by the Superintendent, such materials will be destroyed after completion of any additional investigation. The chairperson shall destroy the tape recording one year after the date of the hearing.

Certified Evaluation Appeals Panel Election Procedures

1. The certified employees shall elect twelve (12) members to serve on the Certified Evaluation Appeals Panel; Two (2) members and two (2) alternates elected by the elementary school certified staff of the district; two (2) members and two (2) alternates elected by the middle school certified staff of the district; and two (2) members and two (2) alternates elected by the high school certified staff of the district.
2. The Appeals Panel Chair and alternate shall be appointed by the Fayette County Board of Education every two years.
3. Each school faculty shall nominate one, and only one certified employee willing to serve as a committee member.
4. Ballots listing the candidates shall be prepared and distributed electronically to all certified staff members.
5. Appeals panel voting shall be conducted online via the district's electronic voting process.
6. The Certified Evaluation Panels Chair shall total the votes and keep electronic tally sheets on file for two years.
7. Each election year, the four candidates from the elementary, middle and high school levels with the largest vote are named as members of the appeals committee.
8. The candidates receiving the first and second largest vote from each level shall be named primary panel members. The candidates receiving the third and fourth largest vote from each level shall be named as alternative panel members. Alternative panel members shall serve on the panel whenever the primary panel members are unable to participate on the panel.
9. Primary and alternate panel members will serve 2-year terms with members being elected every other year. Members may serve more than one term on the Certified Evaluation Appeals Committee.

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Planning

DATE: 6/8/2020

TOPIC: Professional Leave By District Personnel

PREPARED BY: Jennifer Dyar

Recommended Action on: 6/8/2020

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: \$550.00

Attachments(s): N/A

Reimbursement Funding Source	Current Agenda	Year-to-Date
Employee Self-Funded	\$0.00	\$1,614.36
General Funds	\$0.00	\$363,361.65
Outside Third-Party Source	\$0.00	\$63,515.01
School Funds	\$550.00	\$108,655.29
IDEA Grant	\$0.00	\$72,447.49
Perkins Grant	\$0.00	\$42,636.70
Title I Grant	\$0.00	\$261,832.39
Title II Grant	\$0.00	\$502,769.89
Title III Grant	\$0.00	\$62,381.00
Title IV Grant	\$0.00	\$5,316.00
Other Grants LOVC	\$0.00	\$985,432.79
TOTALS	\$550.00	\$2,469,962.57

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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

PROFESSIONAL LEAVE BY DISTRICT PERSONNEL
PLANNING MEETING

1 Professional Leave Requests Recommended:

Professional Meeting

Location & Dates

*Visual Arts K-5
Louisville, KY
January 22-24, 2020
Work Days - 3
Purpose

Staff Member

Jessica Scolf

School

Brenda Cowan Elem

Substitute

School Funds

Reimbursement

Funding Sources

School Funds

Total Cost

\$550.00

I will be judging at the state BETA convention.

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

MEETING: Planning

DATE: 5/19/2020

TOPIC: Professional Development

PREPARED BY: Soraya Matthews

Recommended Action on: 6/8/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: The recommendation is for the Board to approve the contract for services from Discovery Education.

Background/Rationale: Discovery Education will provide professional learning to our teachers of the Girls STEM and other STEM programs on how to effectively infuse all core content areas under the STEM umbrella through project-based learning, inquiry, and mastery of engineering practices.

Policy: N/A

Fiscal Impact: Total: \$66,575 (Title II portion is \$54,000 and Program funds is \$12,575)

Attachments(s): Contract and description of Services attached

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

CONTRACT

THIS CONTRACT is entered into this **May** day of **14, 2020**, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 701 East Main Street, Lexington, Kentucky 40502 ("Board") and **DISCOVERY EDUCATION, INC.** 4350 Congress St UNIT 700, Charlotte, NC 28209 ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **GIRLS STEM SCHOOL** has established the need to **provide STEM PD** and has determined that this need cannot be met by existing district staff.

Discovery Education provides **Professional Learning & Coaching** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **strong foundations for STEM literacy, creating authentic learning experiences that encourage students to develop skills and aptitude, and support the school community with innovation efforts**.

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 **GIRLS STEM SCHOOL** as an independent contractor, services under the direction of **SORAYA MATTHEWS, DIRECTOR**.

2. The second party shall provide **a comprehensive professional learning plan, curriculum resources, and host events for the Girls STEM School administrators and teachers FOR SCHOOL YEAR 2020-2021, as described in Order Form Ref. No. Q-289238 (attached)**:

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$66575**. Additional expenses to be reimbursed are **[list any expense items to be included]**, with a total amount of this contract not exceeding **\$ 54,000 for professional learning and \$12,575 for other products and services**.

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 within 30 days of Second Party's invoice. 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 supersedes the Second Party's Standard Terms of Services and License referenced and entered into via Order Form Ref. No. Q-289238 but where this contract is silent, Second Party's terms of service govern. 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 July 1, 2020, through June 30, 2021 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

DocuSigned by:

82B44378028047D...

May 16, 2020


Date

**BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY**

Emmanuel Caulk, Superintendent

Date

DISCOVERY EDUCATION, INC.

DocuSigned by:

78B6C33846AB459...

May 15, 2020

Date



Order Form

Subscriber: FAYETTE COUNTY PUBLIC SCHOOLS

Address: 1126 RUSSELL CAVE RD LEXINGTON, KY 40505-3412

Term: 7/1/2020 to 6/30/2021

Qty	Services	Start Date	End Date	per	Price	Total	
1	STEM Leader Retreat	7/1/2020	6/30/2021	Day	\$6,000.00	\$6,000.00	*
1	STEM Launch Event	7/1/2020	6/30/2021	Day	\$6,000.00	\$6,000.00	*
1	STEM Family Night	7/1/2020	6/30/2021	Day	\$6,500.00	\$6,500.00	
14	STEM PD	7/1/2020	6/30/2021	Day	\$3,000.00	\$42,000.00	*
1	ScienceX Online Product Training	7/1/2020	6/30/2021	Each	\$0.00	\$0.00	
150	Science TB - Elem and Middle Levels	7/1/2020	6/30/2021	Student	\$9.50	\$1,425.00	
50	ScienceX Grade 1 - Print Student Edition (English) Additional Copy	7/1/2020	6/30/2021	Each	\$25.00	\$1,250.00	
1	ScienceX Grade 1 - Print Teacher Edition (English) Additional Copy	7/1/2020	6/30/2021	Each	\$300.00	\$300.00	
50	ScienceX Grade 2 - Print Student Edition (English) Additional Copy	7/1/2020	6/30/2021	Each	\$25.00	\$1,250.00	
50	ScienceX Grade K - Print Student Edition (English) Additional Copy	7/1/2020	6/30/2021	Each	\$25.00	\$1,250.00	
1	ScienceX Grade K - Print Teacher Edition (English) Additional Copy	7/1/2020	6/30/2021	Each	\$300.00	\$300.00	
1	ScienceX Grade 2 - Print Teacher Edition (English) Additional Copy	7/1/2020	6/30/2021	Each	\$300.00	\$300.00	
TOTAL:						\$66,575.00	

This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ("Standard Terms") constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

Ref. No. Q-289238
Page 1 of 2



FAYETTE COUNTY PUBLIC SCHOOLS

By: Soraya Matthews*

(Signature Required)

* pending Board approval

Title: Director of Innovative Programs

Discovery Education, Inc.

By: [Signature]

(Signature Required)

Title: COO

Printed Name: Soraya Matthews

Printed Name: Travis Barrs

Date: 4-30-20

Date: April 30, 2020

Billing Entity: FAYETTE COUNTY PUBLIC SCHOOLS

Billing Entity Address: 701 East Main Street
Lexington, Kentucky 40502

Billing Entity Phone Number: (859) 333-1285

Please return Exhibit A with the signed Order Form.

Ref. No. Q-289238
Page 2 of 2

EXHIBIT ADescription of Professional Learning Services – Teacher Leader Collaborative: STEM
Fayette County Public Schools

Audience	Professional Learning Components
STEM Leadership Retreat: Unpacking the Partnership Maximum 125 Participants per Event Total: 2 PD Specialists	Through this STEM Leadership Retreat, leaders come together to discuss and develop a cohesive vision for STEM education in their school. This retreat will also provide time to connect with community leaders to obtain buy-in and garner support in creating a "STEM Community." This retreat will also feature a keynote speaker from the Discovery Education STEM team as well as an overview of the Teacher Leader Collaborative for STEM, ensuring the thoughtful selection of STEM Teacher Leaders.
STEM Launch Event: STEMify Your School 1 School Maximum 125 Participants per Session Total: 2 PD Specialists	This Launch Event provides a forum for site-level leadership and STEM Teacher Leader Collaborative members to come together to deepen their understanding of the vision and goals for the STEM Teacher Leader Collaborative implementation. This event is intended to generate excitement, shared leadership and commitment as school teams begin translating big ideas and goals into manageable, actionable steps. The group will also participate in STEM hands-on experiences and align their expectations with all levels of leadership.
STEM Professional Learning Modules: The 4Cs STEM Classroom Four (4) Sessions (up to 6 hours per Session) 1 School Maximum 25 Participants per Session Total: 4 PD Specialists	Discovery Education STEM PD Specialists will instruct participants in how to build and apply their knowledge and skills in creating STEM classrooms that include the 4Cs through the following professional learning course sequence: <ul style="list-style-type: none"> • STEM PD 1: Building the Groundwork for a STEM Culture • STEM PD 2: STEM Culture: Collaborating and Communicating • STEM PD 3: STEM Culture: Creativity and Critical Thinking • STEM PD 4: Building a STEM Culture: Reflection of Growth
Learning Lab Instructional Support Eight (8) Sessions (up to 6 hours per Session) 1 School Maximum 4 STEM Teacher Leaders per Session Total: 8 PD Specialists	A Discovery Education STEM PD Specialist will work directly with STEM teacher leaders in each school to provide instructional support on how to: <ul style="list-style-type: none"> • Implement the 4Cs in their classroom; • Utilize STEM Connect effectively to drive STEM teaching and learning; • Engage students through collaboration, communication, critical thinking and creativity; • Focus on the effective use and integration of technology; and, • Create relevant real-world connections with a focus on STEM using Discovery Education Experience.
Administrator Instructional Support Two (2) Sessions (up to 6 hours per Session) 1 School Maximum 1 Administrative Team per Session Total: 2 PD Specialists	Discovery Education STEM PD Specialists will work with the administrative leadership team within 1 school on how to continue to set STEM goals, implement STEM teaching and learning throughout classrooms in their school and build a STEM culture. Through these instructional support sessions, Discovery Education STEM PD Specialists will collaborate with the building level team to identify look fors and next steps to create and build a STEM culture.
STEM Family Night 1 Event Total: 2 PD Specialists	STEM Family Nights will give students of all ages and their parents the opportunity to experience hands-on activities using STEM digital content and practices. The Discovery Education STEM PD Specialists will provide pre-event planning support to the educators hosting the event and assist the educators in the facilitation of the event.



EXHIBIT B
LICENSED SCHOOLS



Fayette County Girls STEM School - 2545 Georgetown Road, Lexington, KY. 40511 United States		
PRODUCT NAME	START DATE	END DATE
ScienceX Online Product Training	07/01/2020	06/30/2021
Science TB - Elem and Middle Levels	07/01/2020	06/30/2021

Ref. No. Q-289238





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

MEETING: Regular

DATE: June 8, 2020

TOPIC: Resolution Relating to the Financing of Certain School Improvements

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

Recommended Action on: 6/8/2020

Action Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve Resolution Relating to the Financing the new construction of Tates Creek High School located at 1111 Centre Parkway.

Background/Rationale: The Board desires and intends to finance up to \$73,000,000 (Seventy Three Million) of the costs of the acquisition, construction, installing, and equipping of other improvements to Tates Creek High School located at 1111 Centre Parkway through the issuance of one or more series of revenue bonds by the Board's corporate agency and instrumentality, the Fayette County School District Finance Corporation, the interest on which bonds may qualify for exclusion from gross income for federal and Kentucky income tax purposes.

Pending issuance of the Bonds, the Board desires to proceed with payment of certain costs of the Project from existing or borrowed funds, with the reasonable expectation of being reimbursed for such expenditures from the proceeds of the Bonds.

Policy: 01.1 – Legal Status of the Board

Fiscal Impact: None

Attachment(s): Resolution

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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

**RESOLUTION RELATING TO THE FINANCING
OF CERTAIN SCHOOL IMPROVEMENTS**

WHEREAS, the Board of Education of Fayette County, Kentucky (the “**Board**”), desires and intends to finance up to \$81,200,000 of the costs of the acquisition, construction, installing, and equipping of a new Bates Creek High School located at 1111 Centre Parkway in the Fayette County School District (the “**Project**”) through the issuance of one or more series of revenue bonds by the Board’s corporate agency and instrumentality, the Fayette County School District Finance Corporation, the interest on which bonds may qualify for exclusion from gross income for federal and Kentucky income tax purposes (the “**Bonds**”); and

WHEREAS, pending issuance of the Bonds, the Board desires to proceed with payment of certain costs of the Project from existing or borrowed funds, with the reasonable expectation of being reimbursed for such expenditures from the proceeds of the Bonds;

NOW, THEREFORE, IT IS HEREBY 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. The Board hereby reaffirms and declares its official intent to finance, through the issuance of the Bonds, up to \$81,200,000 of the costs of the acquisition, construction, installing, and equipping a new Bates Creek High School in the Fayette County School District. All properties and facilities constituting the Project have an economic life of at least one year.

Section 3. It is acknowledged, and it is and has been the official intent of the Board, that costs of the Project shall be paid from existing or borrowed funds of the Board before the issuance of the Bonds; and the Board intends and reasonably expects to be reimbursed for such expenditures from the proceeds of the Bonds. The maximum principal amount of Bonds expected to be issued for the purposes of reimbursing the Board and paying costs of the Project is \$81,200,000.

Section 4. This Resolution is intended to and does constitute a declaration of official intent under applicable Income Tax Regulations and shall be reasonably available for public inspection during normal business hours at the administrative offices of the Board in Lexington, Kentucky.

Section 5. This Resolution shall take effect upon its adoption.

[Signature Page To Follow]

ADOPTED June 8, 2020.

Attest:

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

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

CERTIFICATION

I, the undersigned Secretary of the Board of Education of Fayette County (the “**Board**”), certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Board at a meeting properly held on June 8, 2020, and the Resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2020.

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

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

MEETING: Regular

DATE: 6/2/2020

TOPIC: Winburn 2020 Portables

PREPARED BY: Scott Fitch

Recommended Action on: 6/8/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

**Recommendation/Motion: A motion is in order to approve the contract for the
Winburn portable classrooms for 2020.**

**Background/Rationale: Portable classrooms to deal with over-crowded
schools Policy: 702 KAR 4:160**

Fiscal Impact: \$54,888 annually

Attachments(s): Portable lease agreement for Winburn Middle School

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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



LEASE AGREEMENT #38612

This Lease Agreement #38612 ("Lease") dated June 3, 2020 is by and between Vanguard Modular Building Systems, LLC., a Limited Liability Company organized in the State of Delaware and having its principal place of business located at 717 Constitution Drive, Suite 100, Exton, PA 19341 (herein "Lessor") and Fayette County Public Schools, having its principal place of business located at 701 East Main Street, Lexington, KY 40502 (herein "Lessee").

TERMS AND CONDITIONS

Lessor hereby demises, leases and lets to Lessee and Lessee hereby rents, leases and hires from Lessor, modular building(s) and/or equipment described in Exhibit A attached hereto ("Equipment") in accordance with the following terms and conditions of this Lease.

1. Term. This Lease shall become effective upon the execution by Lessee and Lessor. Pursuant to Section #3 hereunder, the term of this Lease ("Lease Term") shall commence on the sooner of the date the Equipment is accepted by Lessee or ninety (90) days after Lessee receives notice of the Equipment's availability for delivery. This Lease shall end on the last day of the Initial Lease Term as specified in Exhibit A. In the event of any extension or renewal of this Lease, all terms and conditions of this Lease remain unchanged unless mutually agreed to in writing by both Parties.

2. Rent. Lessee agrees to pay to Lessor or its assignee the Lease Payments equal to the amounts specified in Exhibit A. Lease Payments will be due in accordance with the terms specified in Exhibit A and shall continue until all payments are made in accordance with Exhibit A attached to this Lease. Any payment(s) received later than ten (10) days from the due date will be subject to a late charge equal to five percent (5%) of the amount due per month until paid by Lessee. The Lease Payments will be payable without notice or demand at the office of the Lessor or such other place as Lessor or its assignee may from time to time designate in writing. The Lease Payment will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever.

3. Delivery, Acceptance and Removal.

- a) Lessee, at its own expense, unless otherwise agreed herein, will cause the Equipment to be delivered to Lessee at the location specified in Exhibit A. The Lease Term will commence at the sooner of: i) the Lessee receives and accepts the Equipment as soon as it has been delivered, installed and operational or upon occupancy if applicable, whichever is the earlier. Lessee will evidence the commencement by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor and attached hereto as Exhibit B; or, ii) Ninety (90) days after the Lessor has notified the Lessee in writing that the Equipment is ready to be delivered to the Location as provided in Exhibit A to the Lease and delivery is delayed through no material fault of the Lessor.
- b) Unless purchased by Lessee, Lessor will remove the Equipment from Lessee's site at the end of the Lease Term or any Lease Extension or in the Event of Default by Lessee, and Lessee agrees to pay Lessor for these services the amount specified in Exhibit A as "Dismantle and Return Freight". Lessee will be responsible for the restoration, if any, of the site.

4. Damage Deposit. Lessee shall pay the amount specified in Exhibit A as ("Damage Deposit") to be held by Lessor without liability to Lessee for interest, as security for Lessee's performance of the terms and conditions of this Lease, and in furtherance thereof, Lessee hereby grants to Lessor a security interest in the cash from time to time comprising the Damage Deposit and all proceeds thereof. In the event of Lessee's default, Lessor may apply the Damage Deposit as payment of Lessee's lease payment(s), or of Lessor's cost, expenses and attorney fees in enforcing the terms of this Lease and to indemnify Lessor against any damages sustained by Lessor, provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Damage Deposit. In the event all or any portion of the Damage Deposit is applied as aforesaid, upon demand Lessee shall deposit additional amounts with Lessor so that the Damage Deposit shall always be maintained at its original amount. Provided Lessee is not in default hereunder, upon the termination of this Lease, any unexpended balance of the Damage Deposit shall be returned to Lessee.

5. Warranties.

Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all benefits of the Manufacturer's Warranties, if any, expressed or implied with respect to the Equipment. Except as otherwise provided herein, Lessor grants Lessee its Standard Limited Warranty restricted to the Equipment and services supplied by Lessor under this Lease. A copy of the Standard Limited Warranty is attached hereto as Exhibit D.



6. Title to Equipment; Security Interest. During the term of this Lease title to the Equipment and any and all additions, repairs, replacements or modifications thereof, will rest with the Lessor, subject to the rights of Lessee under this Lease. In the Event of Default as set forth in paragraph 16, Lessee will peaceably surrender possession of the Equipment to Lessor. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and any and all repairs, replacements, substitutions and modifications thereto, in order to secure Lessee's payments of all Lease Payments and the performance of all other obligations of Lessee under this Lease. If requested by Lessor, Lessee agrees to execute such additional documents including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor that Lessor deems necessary or appropriate to protect its interest in the Equipment and in this Lease.

All right, title and interest of Vanguard Modular Building Systems, LLC hereunder have been pledged to, and is subject to, the security interest of PNC Bank, National Association, as agent, pursuant to that certain revolving credit and security agreement dated December 24, 2002, among Vanguard Modular Building Systems, LLC, Schiavi Leasing Corporation, PNC Bank, National Association, as agent and the Lenders from time to time Parties thereto, as amended, restated or otherwise modified from time to time. Vanguard Modular Building Systems, LLC shall have the right to transfer its rights, title or interest hereunder to any Party, except pursuant to and in accordance with the provisions of the relevant loan documents.

7. Maintenance and Repairs. Lessee shall be responsible for the routine cleaning and maintenance of the Equipment and will pay all costs, claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance, whether by its owners, employees, vendors or invitees. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefore. LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF, OR TO LESSEE, LESSEE'S EQUIPMENT, PERSONAL PROPERTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

8. Alterations. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

9. Location and Inspection. The Equipment will not be relocated from its initial location without the Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location during normal business hours to inspect the Equipment or observe its use and operation. Barring an emergency Lessor shall give the Lessee forty-eight (48) hours advance notice and shall not enter the Equipment unless in the presence of an employee or agent of the Lessee.

10. Liens, Taxes, and Utilities. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. In addition to the Lease Payment, and other sums owed Lessor under this Lease, Lessee shall be solely responsible for the payment of all federal, state, municipal, county, and/or city sales, use, personal property, and all other taxes, including, but not limited to, those taxes levied against (i) the price or value of the Equipment, (ii) its use or operation, (iii) the ownership of the Equipment, (iv) the rentals being paid or, (v) which results from or arises out of the parties having entered into the Lease. (Lessor is responsible for its own "Income Taxes" and "Wage Taxes"). Lessee shall be solely responsible to pay all charges and expenses associated with the installation, connection and use of utilities and the eventual disconnection of same. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor thereof.

11. Risk of Loss; Damage; Destruction. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will, immediately place the same in good repair with the proceeds of any insurance recovery applied to cost of such repair. If Lessor determines that the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable replacement cost. In the event that Lessee is obligated to make payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the replacement cost amount to be paid by Lessee with respect to the Equipment which has suffered the event of loss and the Lease shall remain in full force and effect for all remaining Equipment.



12. Force Majeure. The Lessor shall not be responsible for delays caused by events which are beyond Lessor's control including, but not limited to, Acts of God, strikes, material shortages, manufacturer delays, weather, and acts of terrorism certified by government. In the event of delays that are not caused by or the fault of the Lessor, an extension of time for completion shall be awarded to the Lessor which, in the sole opinion of the Lessor, equitably compensates Lessor for such delays.

13. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate of any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

14. Lessee Insurance. During the lease term, at Lessee's sole expense, Lessee shall obtain, provide, and maintain insurance coverage for all loss or damage to (i) the real property the Equipment is on, (ii) all personal property, (iii) all Lessee's property, (iv) all Lessor's property and Equipment, and (v) for all injury to persons, including death, in amounts agreeable to the Lessor. Such Insurance shall name Vanguard Modular Building Systems, LLC (located at 717 Constitution Drive, Suite 100, Exton, PA 19341) as the Certificate Holder, and PNC Bank National Association as agent (located at 200 South Wacker Drive, Suite 600, Chicago, IL 60606), as "Additional Insured" and "Loss Payee", in respect to all Vanguard modular units on the premises. A copy of such policy or certificate evidencing the existence and amounts thereof shall be delivered to Lessor within ten (10) days of executing the Lease, but in no event later than two (2) business days prior to delivery of the Equipment. Lessor reserves the right to postpone delivery of the Equipment until such policy or certificate is received by Lessor. Should such Insurance expire, be terminated, or be canceled during the Lease Term, then Lessee shall instantly provide Lessor with written notice of such expiration, termination, or cancellation, and shall immediately renew or replace such Insurance. Failure of Lessee to supply the Lessor with such insurance certificates shall be considered a default. Except as provided otherwise in this Lease, Lessee's Insurance coverage shall commence upon the date of delivery of the Equipment, and continue throughout the term of this Lease, until the Lessor removes the Equipment from Lessee's site. Nothing stated herein shall be construed to limit Lessee's obligations, covenants, or liability under the Lease.

14.1 Insurance Coverage and Amounts.

Lessee shall provide the following types and amounts of insurance, which shall be primary to any insurance coverage carried by Lessor. All policies shall be written on a "per occurrence basis".

- a. Special form "All Risk" property insurance for each modular building (Equipment) or, if different, such other form of insurance stipulated in Exhibit A. The insurance shall be in an amount not less than Fifty Thousand Dollars (\$50,000.00), per each modular building unit or, if different, such other sum as set forth in Exhibit A. The insurance shall name the Lessor, and any secured lender of Lessor, as Loss Payees. Coverage shall include theft and 100% replacement cost in like kind and quality, and shall extend to demolition and debris removal as may be required. All proceeds recovered under such insurance, due to the destruction or damage to the modular buildings (Equipment), shall be paid to and be the sole property of Lessor and/or Lessor's secured lender; and
- b. Commercial General Liability Policy against claims for bodily injury, death or property damage occurring in, on, or about the modular buildings (Equipment), in the amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injury to, or death of, one person, and One Million Dollars (\$1,000,000.00) for property damage in a single occurrence, with a general aggregate of Two Million Dollars (\$2,000,000.00) or, if different, such other amounts as set forth on Schedule A. Lessee shall provide to Lessor Certificate(s) of Insurance evidencing the required types and limits of coverage as required. Such certificate(s) shall name Lessee as an Insured, the Lessor as a Certificate Holder, Loss Payee, and Additional Insured on a primary and non-contributory basis (CG 20 01) respective of the type of loss, and shall expressly waive any and all right of contribution and subrogation against Lessor and Lessor's insurer.

Notice: Lessee is the sole insurer of the Equipment. Certificate(s) of Insurance to be provided by Lessee shall contain a provision that the Lessor and Lessor's secured lender, if requested, shall receive the maximum written notice available by the insurance carrier, under the circumstances, prior to any termination, cancellation, or alteration of the policy, but in no event shall such notice be less than thirty (30) days prior to any termination, cancellation or alteration of the terms of such certificate of insurance. Lessee shall provide Lessor, and Lessor's secured lender if requested, with a copy of each Certificate required by this Lease.

15. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or (ii) sublet the Equipment. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Lessee covenants and agrees not to assert against the



assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment, or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein Lessor will cause written notice of assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

16. Event of Default. The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; (v) an attachment, levy or execution is threatened or levied upon or against the Equipment; (vi) upon the death or insolvency of any guarantor hereof or any other default under a guaranty agreement of this Lease between the guarantor and Lessor.

17. Remedies. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all unpaid Lease Payments and other charges immediately due and payable and to recover the balance of the Lease Payments and other charges reserved hereunder, with Lessor retaining title to the Equipment; (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of the Lessee, holding Lessee liable for the balance of Lease Payments and other charges reserved hereunder for the balance of the Lease Term, or residual value of the Equipment exceeds the net amount received by Lessor from such sale or lease; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. Confessed Judgment. Additionally, upon the occurrence of an Event of Default, Lessee hereby authorizes any attorney designated by Lessor or any clerk of any court of record to appear for Lessor in any court of record and confess judgment without prior hearing against Lessee in favor of Lessor for, and in the amount of, the unpaid balance of all amounts due, all interest accrued and unpaid thereon, all other amounts payable by Lessee to Lessor under the terms of this Lease or any other agreement, documents, instrument evidencing, securing or guarantying the obligations evidenced by this Lease, costs of suit, and attorney's fees of fifteen percent (15%) of the unpaid balance of all amounts then due hereunder.

19. Indemnity. Lessee, for itself, its successors, assigns and legal representatives, does hereby, now and for the future, agree to indemnify, defend, save and hold harmless Lessor, Lessor's successors, assigns and legal representatives from and against any and all liability, damages and costs of any kind, nature or extent, including attorney's fees from all manner of action, actions, cause or causes of action, claims, proceedings, suits, debts, sums of money, claims, accounts, bonds, bills, specialties, controversies, judgments, assessments, penalties, for or on account of personal injuries, death or property damage, and all demands whatsoever, at law or in equity, arising directly or indirectly out of, or in connection with, Lessee's or any of Lessee's employees, agents, or servants, and including all third parties' use, occupancy or presence in, on or about the Equipment leased hereunder.

In the event Lessee shall receive notice of any claim, suit or action for personal injury, death or property damage, Lessee shall provide prompt written notification thereof to Lessor. In the event of commencement of any suit, action or proceeding, Lessee shall immediately assume the defense of Lessor at its sole cost and expense and shall wholly indemnify Lessor as provided herein.

20. Notices. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing. The parties intend and agree that a carbon copy, photocopy, electronic scan or facsimile of this document or of any Schedules, related agreements hereunder with their signature thereon shall be treated as an original and shall be binding as an original-signature document for all purposes.



21. Permits and Fees. Unless stated otherwise herein, Lessee shall be responsible, at Lessee's sole expense, to obtain all permits that are associated with and/or required as a result of the parties entering the Lease. Such permits include, but are not limited to, (i) Zoning, (ii) Building, (iii) Utility, (iv) Business, (v) Use, (vi) Occupancy, and (vii) Construction permits.

22. Code Requirements. The Lessor shall only be responsible for those federal and state code and/or regulations requirements specifically delineated in the Lease. All costs, including overhead and profit, incurred by the Lessor in having to conform to any code and/or regulation or ordinance requirements, other than those specifically stated in this Lease, shall be the sole responsibility of the Lessee. All additional cost(s) shall be added to the Lease price as a Change Order.

23. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

24. Governing Law. This Lease shall be construed in accordance with, and governed by the laws of, the Commonwealth of Pennsylvania.

25. Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease provided there is no cost to the Lessee, the documents comport with Law as approved by Lessee's legal counsel, and the documents do not change the substance of the original transaction.

26. Entire Agreement; Waiver. This Lease and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof. If there is a conflict between the terms, conditions or provisions of this Lease and the terms, conditions or provisions of any other document or instrument then the terms, conditions or provisions of this Lease shall prevail.

27. Use of Equipment. The Lessee may possess, occupy and use the Equipment for any lawful purpose consistent with the intended use of the Equipment provided under this Lease and shall comply with all applicable laws and ordinances and pay all claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance. Lessee further agrees to be the sole operator and end user of the Equipment described under this Lease. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee.

28. Filings. The Lessee authorizes the Lessor to make the Lessor's security interest a matter of public record by filings of any documents the Lessor deems necessary for that purpose and Lessor shall be responsible for any costs associated therewith. The Lessee agrees to sign or execute such documents to evidence its consent to such filings as long as there is no cost to Lessee other than those costs included in Exhibit B and the documents are approved by Lessee's attorney.

29. Financial Statements. If requested by Lessor, Lessee agrees to provide Lessor with a copy of its financial statements, including, but not limited to, the current period within ten (10) days of Lessor making said request.

30. Lease Renewal. The Parties, at the end of the Lease Term, may mutually agree in writing to a "Lease Term Extension". If Lessee wishes to extend the Lease Term, Lessee must notify the Lessor, in writing, sixty (60) days prior to the date the then current Lease Term ends. If Lessor agrees to grant such extension, Lessor shall give Lessee, in writing, any new lease rate and/or other conditions that will become effective under the extended lease term when executed by both Parties. The Initial Lease Term, and any lease extension periods, shall be considered the ("Lease Term"). Lessor reserves the right to refuse an extension of the Lease Term.



Provided Lessee is not then in default and the Lessee remains in possession of the Equipment after the Lease Term, then this Lease shall automatically renew for an additional twelve (12) month period on the same terms and conditions as set forth herein with the exception of the Lease Payment which shall increase by ten percent (10%).

IN WITNESS WHEREOF, the parties have executed this Lease as of the ____ day of _____, 20____.

LESSOR: Vanguard Modular Building Systems, LLC

SIGNED: _____ WITNESS: _____

PRINTED NAME/TITLE: _____

DATE: _____

LESSEE: Fayette County Public Schools

SIGNED: _____ WITNESS: _____

PRINT NAME/TITLE: _____

DATE: _____



EXHIBIT A

To LEASE AGREEMENT #38612
Dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC ("Lessor") and
Fayette County Public Schools ("Lessee")

Lessor:	Vanguard Modular Building Systems, LLC	Lessee:	Fayette County Public Schools
Main Office:	717 Constitution Drive, Suite 100 Exton, PA 19341 Phone: 1-877-GET-VMBS	Address:	701 East Main Street Lexington, KY 40502
Local Office:	Vanguard Modular Building Systems, LLC PO Box 13097 Lexington, KY 40583 Phone: 859-321-5769	Buyer Name:	<u>Scott Fitch</u>
		Phone and Fax:	<u>859-381-3908</u>
		Email:	<u>scott.fitch@fayette.kyschools.us</u>
		Billing Contact:	<u>Rob Elam</u>
		Phone and Fax:	<u>859-381-4152</u>
		Email:	<u>rob.elam@fayette.kyschools.us</u>

RENT AND LEASE TERM:

Lease Commencement Date: 9/30/2020
Term of the Lease: 36 months
Each Renewal Term: TBD months

Expiration Date of Lease: 9/29/2023
Initial Monthly Rent: \$4,574.00
Renewal Monthly Rent: TBD

One Time Charges:

\$	Delivery <u>Included to address below</u> (<i>Delivery quote is good for Forty-five (45) days from the date of this Lease</i>)
\$165,334.00	Installation <u>Block/Level/Seam/Seal per attached proposal dated 5/4/2020</u>
\$	Decks, Ramps <u>Included per attached proposal dated 5/4/2020</u>
\$	Electrical service <u>per attached proposal dated 5/4/2020</u>
\$	<u>All other Vanguard scopes of work per attached proposal dated 5/4/2020</u>
\$	Dismantle and Return – Due at end of Lease, at Current Rate at time of service unless other amount is indicated. (<i>Lessee is responsible for site restoration, including, but not limited to, removal of footings, foundations, decks and ramps, and utilities at the end of Lease</i>)

Change Orders: Shall be a One Time Charge, and must be approved in writing prior to performance of the work, and paid 100% upon completion unless specified otherwise in the Lease.

Sales and Use Taxes are additional and will be charged, if applicable, at the current rate in effect at commencement of Lease. Anticipated tax rate is: Exempt

\$174,482.00 DEPOSIT Due upon completion of VMBS' Scope of Work, includes: 1st month's rent, Damage Deposit equal to one months rent, 100% of the one-time charges Note: Balance of payment for "One Times" is due upon Commencement Date of Lease, unless special terms are provided elsewhere in the Lease.

Remit all payments to: Vanguard Modular Building Systems, LLC
PO Box 827527
Philadelphia, PA 19182-7527

EQUIPMENT DESCRIPTION:

Model: New classroom modular complex consisting of Qty (6) units measuring 84'x64'
Building Nos. TBD
Use: Education
Location: Street Address or nearest intersection: Winburn Middle School, 1060 Winburn Drive
City: Lexington State: KY Zip Code: 40511 County: Fayette



Lessee must provide proof of Insurance meeting the requirements of Article 14 of the Lease:

Special Form All Risk Property Insurance in the amount of: \$308,688.00

General Comprehensive Public Liability and Property Damage

Send the current Certificate of Insurance to: VMBS – Insurance Department,

717 Constitution Drive, Suite 100, Exton, PA 19341. Fax: 1-484-244-5060

With a copy to: Vanguard Modular Building Systems, LLC at rsanteusanio@vanguardmodular.com

INDEMNIFICATION AND INSTALLATION CERTIFICATE attached hereto as EXIBIT B. Any costs in addition to the amount specified above will be for the Lessee's account.

LESSOR: Vanguard Modular Building Systems, LLC

LESSEE: Fayette County Public Schools

BY: _____

BY: _____

PRINTED NAME/TITLE: _____

PRINT NAME/TITLE: _____

DATE: _____

DATE: _____



EXHIBIT B

To the LEASE AGREEMENT #38612
dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC. ("Lessor") and
Fayette County Public Schools ("Lessee")

DELIVERY, ACCEPTANCE, INDEMNIFICATION AND INSTALLATION CERTIFICATE

Reference is made to the Lease Agreement # 38612, dated June 3, 2020 between the undersigned and Vanguard Modular Building Systems, LLC calling for 36 monthly payments in the amount of \$4,574.00 each plus any and all taxes. We are pleased to confirm to you as follows:

1. As of the date of this Exhibit B all of the Equipment described in the Lease referenced above has been delivered to and received by the undersigned: that all installation or other work necessary prior to the use thereto has been completed; that said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the above referenced Lease, or
2. Pursuant to Section 3.a of this Lease the Lessor notified the Lessee in writing on _____, 20__ that the Equipment is ready to be delivered to the Location as provided in Exhibit A to the Lease and delivery has been delayed by more than ninety (90) days through no material fault of the Lessor. Should the delay extend beyond ninety (90) days from the date the Lessor notified the Lessee then this Lease shall commence with or without Lessee's execution of this Exhibit B and all terms of the Lease shall remain in full force and effect.

This certificate shall not be considered to alter or amend the terms of the aforesaid Lease.

Dated this _____ day of _____, _____.

Lessee: Fayette County Public Schools

Signed: _____

Printed Name: _____

Title: _____

Witnessed: _____

Witness Printed Name: _____



EXHIBIT C

To the LEASE AGREEMENT #38612
dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC ("Lessor") and
Fayette County Public Schools ("Lessee")

CUSTOMER MAINTENANCE RESPONSIBILITY

As a condition precedent to Vanguard Modular Building Systems, LLC granting a Limited Warranty of a modular building (the "Building") leased by Vanguard Modular Building Systems, LLC, certain routine maintenance of the Building is required to be performed by the Lessee. Such "Routine Maintenance" is at the sole expense of the Lessee and includes, but is not limited to, regular janitorial services as needed and the following duties:

1. Change filters on HVAC units every two (2) months, or more frequently if the Building is located in a particularly dirty environment. Maintain a log of when the filter changes occur. Clean HVAC coils and inspect units annually.
2. Ensure all return air registers are open and air passage is not blocked.
3. Clean air ducts every two years or more frequently if located in a dusty environment. Maintain a log of when ducts are cleaned.
4. Report leaks of all types, plumbing or rainwater, immediately to your local branch of Vanguard Modular Building Systems or via e-mail to service@vanguardmodular.com
If a leak occurs,
 - a. Remove water spillage immediately. Turn off all power if any affected areas contain electrical wiring or lights.
 - b. Immediately dry any wet carpet or tile and other wet surfaces by appropriate methods.
 - c. Depending on the severity of the leak, dehumidifiers may be required to ensure dryness and prevent the growth of mold.
5. Under OSHA guidelines inspect roof(s) periodically and implement the following procedures:
 - a. Clean roof of all debris, especially sharp items such as nails, screws, stones, and tree branches.
 - b. Clean debris from, and unclog as necessary, all scuppers, gutters and downspouts.
 - c. Inspect roofing for visible tears or cracks or loose roofing material.
 - d. Inspect roof penetration flashings and roof termination caulking for cracks.
 - e. Remove snow if any to prevent leaks.
 - f. If any tears, leaks or cracks are found, contact Vanguard immediately for instructions and to arrange for repairs.
6. Maintain adequate storm water drainage away from the Building and ensure that no water is allowed to pond beneath buildings.
7. Maintain floor coverings in good, safe, serviceable condition:
 - a. Dry or damp mop vinyl covered floors. Do not wet mop vinyl covered surfaces.
 - b. Strip, seal and wax vinyl tile floor covering at least once a year.
 - c. Trim carpet snags/ravels to prevent further carpet damage or creating a tripping hazard
 - d. Do not use tape on carpet to seal rips or frayed/loose seams.
8. Perform additional routine maintenance as required by use or environment:
 - a. Do not staple, tack, tape items to walls or punch holes into walls.
 - b. Replace batteries in smoke detectors/emergency exit lights at least once a year or more frequently if required to maintain them in safe condition. Test all smoke detectors per local code or manufacturer's requirements.
 - c. Replace fluorescent lamps, incandescent bulbs or other lighting as needed.
 - d. Check rain diverters caulking over doors and windows. Re-caulk as needed. If rain diverters do not keep blowing rain from penetrating doors, canopies over doors may be required.
 - e. Caulk siding materials and window frames as needed to prevent water penetration.
 - f. Maintain air conditioning temperature between 70-76 degrees in hot weather during evenings, weekends and holidays to maintain reasonable temperature and humidity in the Building and lubricate the equipment. Use programmable T-stats with lock boxes when possible.
 - g. Ensure skirting vents are not blocked at all times.
 - h. Do not remove inspection/data labels from walls, doors, windows and electrical panels.

FIRE HAZARD WARNING

- i. Maintain a 3' clearance around electrical panels
- ii. Do not overload the electrical outlets
- iii. Do not place objects on top or in front of electric heaters
- iv. Do not block any vent
- v. Clothing and flammable materials should not be stored in closets with electrical panels
- vi. Furnace and water tank closets should not be used for storage

FOR SERVICE, OR IF YOU HAVE A QUESTION, PLEASE CONTACT YOUR LOCAL VANGUARD BRANCH OFFICE:
PO Box 13097
Lexington, KY 40583
859-321-5769



EXHIBIT D

To the LEASE AGREEMENT #38612
dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC ("Lessor") and
Fayette County Public Schools ("Lessee")

STANDARD LIMITED WARRANTY

AGREEMENT NUMBER: 38612

BUILDING NUMBER: TBD

Vanguard Modular Building Systems, LLC ("VMBS") grants this restricted Standard Limited Warranty to Fayette County Public Schools. The warranty granted herein is limited to the Building(s) and services provided by VMBS, under the above referenced Agreement.

MANUFACTURER'S STANDARD LIMITED WARRANTY: In the case of a Purchase, VMBS will assign all interest held by VMBS, in such Manufacturer's Limited Warranty. In the case of a Lease, VMBS retains the ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Lessee, for whatever warranty period provided under such warranty.

VMBS STANDARD LIMITED WARRANTY: Except as otherwise provided herein, VMBS warrants, under normal use and service, the Building and services VMBS provides, under the above mentioned Agreement. VMBS warrants that all Buildings and services provided by VMBS will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Building, whichever occurs first (Refer to VMBS Scope of Work and Sales or Lease Agreement). **ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF VMBS, MAY VOID THIS WARRANTY.**

CLAIMS:

A valid warranty claim must be submitted to VMBS, within the time allow for such claim under the Agreement, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. Warranty service will be performed during daily routine business hours. VMBS will not pay warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from VMBS.

EXCLUSIVE REMEDIES: The sole and exclusive remedies, under this warranty, are those specifically provided in this Standard Limited Warranty. VMBS's obligation shall be limited solely to replacing and/or repairing defective parts or materials. VMBS neither assumes nor authorizes any person or entity to assume for VMBS any other liability or obligation in connection with this warranty.

EXCLUSIONS FROM COVERAGE: Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Building or Installation, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Building or Installation.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Building beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Building or the Installation, or any components made without the prior express written authorization of VMBS.
- e) Any portion of the Building or any materials, components or other aspects of the Building that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Building including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Building has been accepted, re-caulking of windows after acceptance of the Building, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Building or Installation, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Building. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by VMBS. If any component specified in this subparagraph proves to be defective and cannot be ordered and replaced by the supplier. VMBS shall assist in obtaining a replacement of the defective component from the supplier, however, VMBS is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. VMBS shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Building is outside the continental United States of America or Canada.

DISCLAIMER OF OTHER WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, VMBS EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL VMBS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

NOTICE OF WARRANTY CLAIMS: All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Agreement and Warranty Period. Forward all claims to: Vanguard Modular Building Systems LLC, Attn: Warranty Department 717 Constitution Drive, Suite 100, Exton, PA 19341. (1-877-GET-VMBS)

ASSIGNABILITY: This Standard Limited Warranty is not assignable, without the prior written approval of VMBS.

Lessor: _____

Lessee: _____



EXHIBIT E

To the LEASE AGREEMENT #38612
dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC ("Lessor") and
Fayette County Public Schools ("Lessee")

ADDITIONAL DOCUMENTS

Lessor's Proposal to the Lessee dated 5/4/2020 [If there is any conflict between the Proposal and any of the other Lease documents, the other Lease documents shall govern.]

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

MEETING: Regular

DATE: 6/2/2020

TOPIC: Jessie Clark 2020 Portables

PREPARED BY: Scott Fitch

Recommended Action on: 6/08/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve the contract for the Jessie Clark portable classrooms for 2020.

Background/Rationale: Portable classrooms to deal with over-crowded schools Policy: 702 KAR 4:160

Fiscal Impact: \$71,988 annually

Attachments(s): Portable lease agreement for Jessie Clark Middle School

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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



LEASE AGREEMENT #38613

This Lease Agreement #38613 ("Lease") dated June 3, 2020 is by and between Vanguard Modular Building Systems, LLC., a Limited Liability Company organized in the State of Delaware and having its principal place of business located at 717 Constitution Drive, Suite 100, Exton, PA 19341 (herein "Lessor") and Fayette County Public Schools, having its principal place of business located at 701 East Main Street, Lexington, KY 40502 (herein "Lessee").

TERMS AND CONDITIONS

Lessor hereby demises, leases and lets to Lessee and Lessee hereby rents, leases and hires from Lessor, modular building(s) and/or equipment described in Exhibit A attached hereto ("Equipment") in accordance with the following terms and conditions of this Lease.

1. Term. This Lease shall become effective upon the execution by Lessee and Lessor. Pursuant to Section #3 hereunder, the term of this Lease ("Lease Term") shall commence on the sooner of the date the Equipment is accepted by Lessee or ninety (90) days after Lessee receives notice of the Equipment's availability for delivery. This Lease shall end on the last day of the Initial Lease Term as specified in Exhibit A. In the event of any extension or renewal of this Lease, all terms and conditions of this Lease remain unchanged unless mutually agreed to in writing by both Parties.

2. Rent. Lessee agrees to pay to Lessor or its assignee the Lease Payments equal to the amounts specified in Exhibit A. Lease Payments will be due in accordance with the terms specified in Exhibit A and shall continue until all payments are made in accordance with Exhibit A attached to this Lease. Any payment(s) received later than ten (10) days from the due date will be subject to a late charge equal to five percent (5%) of the amount due per month until paid by Lessee. The Lease Payments will be payable without notice or demand at the office of the Lessor or such other place as Lessor or its assignee may from time to time designate in writing. The Lease Payment will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever.

3. Delivery, Acceptance and Removal.

- a) Lessee, at its own expense, unless otherwise agreed herein, will cause the Equipment to be delivered to Lessee at the location specified in Exhibit A. The Lease Term will commence at the sooner of: i) the Lessee receives and accepts the Equipment as soon as it has been delivered, installed and operational or upon occupancy if applicable, whichever is the earlier. Lessee will evidence the commencement by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor and attached hereto as Exhibit B; or, ii) Ninety (90) days after the Lessor has notified the Lessee in writing that the Equipment is ready to be delivered to the Location as provided in Exhibit A to the Lease and delivery is delayed through no material fault of the Lessor.
- b) Unless purchased by Lessee, Lessor will remove the Equipment from Lessee's site at the end of the Lease Term or any Lease Extension or in the Event of Default by Lessee, and Lessee agrees to pay Lessor for these services the amount specified in Exhibit A as "Dismantle and Return Freight". Lessee will be responsible for the restoration, if any, of the site.

4. Damage Deposit. Lessee shall pay the amount specified in Exhibit A as ("Damage Deposit") to be held by Lessor without liability to Lessee for interest, as security for Lessee's performance of the terms and conditions of this Lease, and in furtherance thereof, Lessee hereby grants to Lessor a security interest in the cash from time to time comprising the Damage Deposit and all proceeds thereof. In the event of Lessee's default, Lessor may apply the Damage Deposit as payment of Lessee's lease payment(s), or of Lessor's cost, expenses and attorney fees in enforcing the terms of this Lease and to indemnify Lessor against any damages sustained by Lessor, provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Damage Deposit. In the event all or any portion of the Damage Deposit is applied as aforesaid, upon demand Lessee shall deposit additional amounts with Lessor so that the Damage Deposit shall always be maintained at its original amount. Provided Lessee is not in default hereunder, upon the termination of this Lease, any unexpended balance of the Damage Deposit shall be returned to Lessee.

5. Warranties.

Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all benefits of the Manufacturer's Warranties, if any, expressed or implied with respect to the Equipment. Except as otherwise provided herein, Lessor grants Lessee its Standard Limited Warranty restricted to the Equipment and services supplied by Lessor under this Lease. A copy of the Standard Limited Warranty is attached hereto as Exhibit D.

Lessor: _____
Lessee: _____



6. Title to Equipment; Security Interest. During the term of this Lease title to the Equipment and any and all additions, repairs, replacements or modifications thereof, will rest with the Lessor, subject to the rights of Lessee under this Lease. In the Event of Default as set forth in paragraph 16, Lessee will peaceably surrender possession of the Equipment to Lessor. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and any and all repairs, replacements, substitutions and modifications thereto, in order to secure Lessee's payments of all Lease Payments and the performance of all other obligations of Lessee under this Lease. If requested by Lessor, Lessee agrees to execute such additional documents including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor that Lessor deems necessary or appropriate to protect its interest in the Equipment and in this Lease.

All right, title and interest of Vanguard Modular Building Systems, LLC hereunder have been pledged to, and is subject to, the security interest of PNC Bank, National Association, as agent, pursuant to that certain revolving credit and security agreement dated December 24, 2002, among Vanguard Modular Building Systems, LLC, Schiavi Leasing Corporation, PNC Bank, National Association, as agent and the Lenders from time to time Parties thereto, as amended, restated or otherwise modified from time to time. Vanguard Modular Building Systems, LLC shall have the right to transfer its rights, title or interest hereunder to any Party, except pursuant to and in accordance with the provisions of the relevant loan documents.

7. Maintenance and Repairs. Lessee shall be responsible for the routine cleaning and maintenance of the Equipment and will pay all costs, claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance, whether by its owners, employees, vendors or invitees. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefore. LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF, OR TO LESSEE, LESSEE'S EQUIPMENT, PERSONAL PROPERTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

8. Alterations. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

9. Location and Inspection. The Equipment will not be relocated from its initial location without the Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location during normal business hours to inspect the Equipment or observe its use and operation. Barring an emergency Lessor shall give the Lessee forty-eight (48) hours advance notice and shall not enter the Equipment unless in the presence of an employee or agent of the Lessee.

10. Liens, Taxes, and Utilities. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. In addition to the Lease Payment, and other sums owed Lessor under this Lease, Lessee shall be solely responsible for the payment of all federal, state, municipal, county, and/or city sales, use, personal property, and all other taxes, including, but not limited to, those taxes levied against (i) the price or value of the Equipment, (ii) its use or operation, (iii) the ownership of the Equipment, (iv) the rentals being paid or, (v) which results from or arises out of the parties having entered into the Lease. (Lessor is responsible for its own "Income Taxes" and "Wage Taxes"). Lessee shall be solely responsible to pay all charges and expenses associated with the installation, connection and use of utilities and the eventual disconnection of same. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor thereof.

11. Risk of Loss; Damage; Destruction. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will, immediately place the same in good repair with the proceeds of any insurance recovery applied to cost of such repair. If Lessor determines that the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable replacement cost. In the event that Lessee is obligated to make payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the replacement cost amount to be paid by Lessee with respect to the Equipment which has suffered the event of loss and the Lease shall remain in full force and effect for all remaining Equipment.



12. Force Majeure. The Lessor shall not be responsible for delays caused by events which are beyond Lessor's control including, but not limited to, Acts of God, strikes, material shortages, manufacturer delays, weather, and acts of terrorism certified by government. In the event of delays that are not caused by or the fault of the Lessor, an extension of time for completion shall be awarded to the Lessor which, in the sole opinion of the Lessor, equitably compensates Lessor for such delays.

13. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate of any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

14. Lessee Insurance. During the lease term, at Lessee's sole expense, Lessee shall obtain, provide, and maintain insurance coverage for all loss or damage to (i) the real property the Equipment is on, (ii) all personal property, (iii) all Lessee's property, (iv) all Lessor's property and Equipment, and (v) for all injury to persons, including death, in amounts agreeable to the Lessor. Such Insurance shall name Vanguard Modular Building Systems, LLC (located at 717 Constitution Drive, Suite 100, Exton, PA 19341) as the Certificate Holder, and PNC Bank National Association as agent (located at 200 South Wacker Drive, Suite 600, Chicago, IL 60606), as "Additional Insured" and "Loss Payee", in respect to all Vanguard modular units on the premises. A copy of such policy or certificate evidencing the existence and amounts thereof shall be delivered to Lessor within ten (10) days of executing the Lease, but in no event later than two (2) business days prior to delivery of the Equipment. Lessor reserves the right to postpone delivery of the Equipment until such policy or certificate is received by Lessor. Should such Insurance expire, be terminated, or be canceled during the Lease Term, then Lessee shall instantly provide Lessor with written notice of such expiration, termination, or cancellation, and shall immediately renew or replace such Insurance. Failure of Lessee to supply the Lessor with such insurance certificates shall be considered a default. Except as provided otherwise in this Lease, Lessee's Insurance coverage shall commence upon the date of delivery of the Equipment, and continue throughout the term of this Lease, until the Lessor removes the Equipment from Lessee's site. Nothing stated herein shall be construed to limit Lessee's obligations, covenants, or liability under the Lease.

14.1 Insurance Coverage and Amounts.

Lessee shall provide the following types and amounts of insurance, which shall be primary to any insurance coverage carried by Lessor. All policies shall be written on a "per occurrence basis".

- a. Special form "All Risk" property insurance for each modular building (Equipment) or, if different, such other form of insurance stipulated in Exhibit A. The insurance shall be in an amount not less than Fifty Thousand Dollars (\$50,000.00), per each modular building unit or, if different, such other sum as set forth in Exhibit A. The insurance shall name the Lessor, and any secured lender of Lessor, as Loss Payees. Coverage shall include theft and 100% replacement cost in like kind and quality and shall extend to demolition and debris removal as may be required. All proceeds recovered under such insurance, due to the destruction or damage to the modular buildings (Equipment), shall be paid to and be the sole property of Lessor and/or Lessor's secured lender; and
- b. Commercial General Liability Policy against claims for bodily injury, death or property damage occurring in, on, or about the modular buildings (Equipment), in the amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injury to, or death of, one person, and One Million Dollars (\$1,000,000.00) for property damage in a single occurrence, with a general aggregate of Two Million Dollars (\$2,000,000.00) or, if different, such other amounts as set forth on Schedule A. Lessee shall provide to Lessor Certificate(s) of Insurance evidencing the required types and limits of coverage as required. Such certificate(s) shall name Lessee as an Insured, the Lessor as a Certificate Holder, Loss Payee, and Additional Insured on a primary and non-contributory basis (CG 20 01) respective of the type of loss, and shall expressly waive any and all right of contribution and subrogation against Lessor and Lessor's insurer.

Notice: Lessee is the sole insurer of the Equipment. Certificate(s) of Insurance to be provided by Lessee shall contain a provision that the Lessor and Lessor's secured lender, if requested, shall receive the maximum written notice available by the insurance carrier, under the circumstances, prior to any termination, cancellation, or alteration of the policy, but in no event shall such notice be less than thirty (30) days prior to any termination, cancellation or alteration of the terms of such certificate of insurance. Lessee shall provide Lessor, and Lessor's secured lender if requested, with a copy of each Certificate required by this Lease.

15. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or (ii) sublet the Equipment. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Lessee covenants and agrees not to assert against the

Lessor: ____
Lessee: ____



assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment, or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein Lessor will cause written notice of assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

16. Event of Default. The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; (v) an attachment, levy or execution is threatened or levied upon or against the Equipment; (vi) upon the death or insolvency of any guarantor hereof or any other default under a guaranty agreement of this Lease between the guarantor and Lessor.

17. Remedies. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all unpaid Lease Payments and other charges immediately due and payable and to recover the balance of the Lease Payments and other charges reserved hereunder, with Lessor retaining title to the Equipment; (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of the Lessee, holding Lessee liable for the balance of Lease Payments and other charges reserved hereunder for the balance of the Lease Term, or residual value of the Equipment exceeds the net amount received by Lessor from such sale or lease; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. Confessed Judgment. Additionally, upon the occurrence of an Event of Default, Lessee hereby authorizes any attorney designated by Lessor or any clerk of any court of record to appear for Lessor in any court of record and confess judgment without prior hearing against Lessee in favor of Lessor for, and in the amount of, the unpaid balance of all amounts due, all interest accrued and unpaid thereon, all other amounts payable by Lessee to Lessor under the terms of this Lease or any other agreement, documents, instrument evidencing, securing or guarantying the obligations evidenced by this Lease, costs of suit, and attorney's fees of fifteen percent (15%) of the unpaid balance of all amounts then due hereunder.

19. Indemnity. Lessee, for itself, its successors, assigns and legal representatives, does hereby, now and for the future, agree to indemnify, defend, save and hold harmless Lessor, Lessor's successors, assigns and legal representatives from and against any and all liability, damages and costs of any kind, nature or extent, including attorney's fees from all manner of action, actions, cause or causes of action, claims, proceedings, suits, debts, sums of money, claims, accounts, bonds, bills, specialties, controversies, judgments, assessments, penalties, for or on account of personal injuries, death or property damage, and all demands whatsoever, at law or in equity, arising directly or indirectly out of, or in connection with, Lessee's or any of Lessee's employees, agents, or servants, and including all third parties' use, occupancy or presence in, on or about the Equipment leased hereunder.

In the event Lessee shall receive notice of any claim, suit or action for personal injury, death or property damage, Lessee shall provide prompt written notification thereof to Lessor. In the event of commencement of any suit, action or proceeding, Lessee shall immediately assume the defense of Lessor at its sole cost and expense and shall wholly indemnify Lessor as provided herein.

20. Notices. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing. The parties intend and agree that a carbon copy, photocopy, electronic scan or facsimile of this document or of any Schedules, related agreements hereunder with their signature thereon shall be treated as an original and shall be binding as an original-signature document for all purposes.



21. Permits and Fees. Unless stated otherwise herein, Lessee shall be responsible, at Lessee's sole expense, to obtain all permits that are associated with and/or required as a result of the parties entering the Lease. Such permits include, but are not limited to, (i) Zoning, (ii) Building, (iii) Utility, (iv) Business, (v) Use, (vi) Occupancy, and (vii) Construction permits.

22. Code Requirements. The Lessor shall only be responsible for those federal and state code and/or regulations requirements specifically delineated in the Lease. All costs, including overhead and profit, incurred by the Lessor in having to conform to any code and/or regulation or ordinance requirements, other than those specifically stated in this Lease, shall be the sole responsibility of the Lessee. All additional cost(s) shall be added to the Lease price as a Change Order.

23. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

24. Governing Law. This Lease shall be construed in accordance with, and governed by the laws of, the Commonwealth of Pennsylvania.

25. Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease provided there is no cost to the Lessee, the documents comport with Law as approved by Lessee's legal counsel, and the documents do not change the substance of the original transaction.

26. Entire Agreement; Waiver. This Lease and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof. If there is a conflict between the terms, conditions or provisions of this Lease and the terms, conditions or provisions of any other document or instrument then the terms, conditions or provisions of this Lease shall prevail.

27. Use of Equipment. The Lessee may possess, occupy and use the Equipment for any lawful purpose consistent with the intended use of the Equipment provided under this Lease and shall comply with all applicable laws and ordinances and pay all claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance. Lessee further agrees to be the sole operator and end user of the Equipment described under this Lease. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee.

28. Filings. The Lessee authorizes the Lessor to make the Lessor's security interest a matter of public record by filings of any documents the Lessor deems necessary for that purpose and Lessor shall be responsible for any costs associated therewith. The Lessee agrees to sign or execute such documents to evidence its consent to such filings as long as there is no cost to Lessee other than those costs included in Exhibit B and the documents are approved by Lessee's attorney.

29. Financial Statements. If requested by Lessor, Lessee agrees to provide Lessor with a copy of its financial statements, including, but not limited to, the current period within ten (10) days of Lessor making said request.

30. Lease Renewal. The Parties, at the end of the Lease Term, may mutually agree in writing to a "Lease Term Extension". If Lessee wishes to extend the Lease Term, Lessee must notify the Lessor, in writing, sixty (60) days prior to the date the then current Lease Term ends. If Lessor agrees to grant such extension, Lessor shall give Lessee, in writing, any new lease rate and/or other conditions that will become effective under the extended lease term when executed by both Parties. The Initial Lease Term, and any lease extension periods, shall be considered the ("Lease Term"). Lessor reserves the right to refuse an extension of the Lease Term.



Provided Lessee is not then in default and the Lessee remains in possession of the Equipment after the Lease Term, then this Lease shall automatically renew for an additional twelve (12) month period on the same terms and conditions as set forth herein with the exception of the Lease Payment which shall increase by ten percent (10%).

IN WITNESS WHEREOF, the parties have executed this Lease as of the ____ day of _____, 20____.

LESSOR: Vanguard Modular Building Systems, LLC

SIGNED: _____ WITNESS: _____

PRINTED NAME/TITLE: _____

DATE: _____

LESSEE: Fayette County Public Schools

SIGNED: _____ WITNESS: _____

PRINT NAME/TITLE: _____

DATE: _____



EXHIBIT A

To LEASE AGREEMENT #38613
Dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC ("Lessor") and
Fayette County Public Schools ("Lessee")

Lessor: Vanguard Modular Building Systems, LLC
Main Office: 717 Constitution Drive, Suite 100
Exton, PA 19341
Phone: 1-877-GET-VMBS

Lessee: Fayette County Public Schools
Address: 701 East Main Street
Lexington, KY 40502

Local Office: Vanguard Modular Building Systems, LLC
717 Constitution Drive, Suite 100
Exton, PA 19341
Phone: 859-321-5769

Buyer Name: Scott Fitch
Phone and Fax: 859-381-3908
Email: scott.fitch@fayette.kyschools.us
Billing Contact: Rob Elam
Phone and Fax: 859-381-4152
Email: rob.elam@fayette.kyschools.us

RENT AND LEASE TERM:

Lease Commencement Date: 9/30/2020
Term of the Lease: 36 months
Each Renewal Term: TBD months

Expiration Date of Lease: 9/29/2023
Initial Monthly Rent: \$5,999.00
Renewal Monthly Rent: TBD

One Time Charges:

\$ Delivery Included to address below (Delivery quote is good for Forty-five (45) days from the date of this Lease)
\$179,293.00 Installation Block/Level/Seam/Seal per attached proposal dated 5/4/2020
\$ Decks, Ramps Included per attached proposal dated 5/4/2020
\$ Electrical service per attached proposal dated 5/4/2020
\$ All other Vanguard scopes of work per attached proposal dated 5/4/2020
\$ Dismantle and Return – Due at end of Lease, at Current Rate at time of service unless other amount is indicated. *(Lessee is responsible for site restoration, including, but not limited to, removal of footings, foundations, decks and ramps, and utilities at the end of Lease)*

Change Orders: Shall be a One Time Charge and must be approved in writing prior to performance of the work and paid 100% upon completion unless specified otherwise in the Lease.

Sales and Use Taxes are additional and will be charged, if applicable, at the current rate in effect at commencement of Lease. Anticipated tax rate is: Exempt

\$191,291.00 DEPOSIT Due upon substantial completion of VMBS' Scope of Work includes: 1st month's rent, Damage deposit equal to one month's rent plus tax, if applicable and 50% of the upfront one-time charges Note: Balance of payment for "One Times" is due upon Commencement Date of Lease, unless special terms are provided elsewhere in the Lease.

Remit all payments to: Vanguard Modular Building Systems, LLC
PO Box 827527
Philadelphia, PA 19182-7527

EQUIPMENT DESCRIPTION:

Model: New modular classroom consisting of Qty (8) units measuring 112' x 64'

Building Nos. TBD

Use: Education

Location: Street Address or nearest intersection: Jessie Clark Middle School, 3341 Clays Mill Road

City: Lexington State: KY Zip Code: 40503 County: Fayette



Lessee must provide proof of Insurance meeting the requirements of Article 14 of the Lease:

Special Form All Risk Property Insurance in the amount of: \$406,326.00

General Comprehensive Public Liability and Property Damage

Send the current Certificate of Insurance to: VMBS – Insurance Department,

717 Constitution Drive, Suite 100, Exton, PA 19341. Fax: 1-484-244-5060

With a copy to: Vanguard Modular Building Systems, LLC at rsanteusanio@vanguardmodular.com

INDEMNIFICATION AND INSTALLATION CERTIFICATE attached hereto as EXIBIT B. Any costs in addition to the amount specified above will be for the Lessee's account.

LESSOR: Vanguard Modular Building Systems, LLC

LESSEE: Fayette County Public Schools

BY: _____

BY: _____

PRINTED NAME/TITLE: _____

PRINT NAME/TITLE: _____

DATE: _____

DATE: _____



EXHIBIT B

To the LEASE AGREEMENT #38613
dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC. ("Lessor") and
Fayette County Public Schools ("Lessee")

DELIVERY, ACCEPTANCE, INDEMNIFICATION AND INSTALLATION CERTIFICATE

Reference is made to the Lease Agreement # 38613, dated June 3, 2020 between the undersigned and Vanguard Modular Building Systems, LLC calling for 36 monthly payments in the amount of \$5,999.00 each plus any and all taxes. We are pleased to confirm to you as follows:

1. As of the date of this Exhibit B all of the Equipment described in the Lease referenced above has been delivered to and received by the undersigned: that all installation or other work necessary prior to the use thereto has been completed; that said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the above referenced Lease, or
2. Pursuant to Section 3.a of this Lease the Lessor notified the Lessee in writing on _____, 20__ that the Equipment is ready to be delivered to the Location as provided in Exhibit A to the Lease and delivery has been delayed by more than ninety (90) days through no material fault of the Lessor. Should the delay extend beyond ninety (90) days from the date the Lessor notified the Lessee then this Lease shall commence with or without Lessee's execution of this Exhibit B and all terms of the Lease shall remain in full force and effect.

This certificate shall not be considered to alter or amend the terms of the aforesaid Lease.

Dated this _____ day of _____, _____.

Lessee: Fayette County Public Schools

Signed: _____

Printed Name: _____

Title: _____

Witnessed: _____

Witness Printed Name: _____



EXHIBIT C

To the LEASE AGREEMENT #38613
dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC ("Lessor") and
Fayette County Public Schools ("Lessee")

CUSTOMER MAINTENANCE RESPONSIBILITY

As a condition precedent to Vanguard Modular Building Systems, LLC granting a Limited Warranty of a modular building (the "Building") leased by Vanguard Modular Building Systems, LLC, certain routine maintenance of the Building is required to be performed by the Lessee. Such "Routine Maintenance" is at the sole expense of the Lessee and includes, but is not limited to, regular janitorial services as needed and the following duties:

1. Change filters on HVAC units every two (2) months, or more frequently if the Building is located in a particularly dirty environment. Maintain a log of when the filter changes occur. Clean HVAC coils and inspect units annually.
2. Ensure all return air registers are open and air passage is not blocked.
3. Clean air ducts every two years or more frequently if located in a dusty environment. Maintain a log of when ducts are cleaned.
4. Report leaks of all types, plumbing or rainwater, immediately to your local branch of Vanguard Modular Building Systems or via e-mail to service@vanguardmodular.com
If a leak occurs,
 - a. Remove water spillage immediately. Turn off all power if any affected areas contain electrical wiring or lights.
 - b. Immediately dry any wet carpet or tile and other wet surfaces by appropriate methods.
 - c. Depending on the severity of the leak, dehumidifiers may be required to ensure dryness and prevent the growth of mold.
5. Under OSHA guidelines inspect roof(s) periodically and implement the following procedures:
 - a. Clean roof of all debris, especially sharp items such as nails, screws, stones, and tree branches.
 - b. Clean debris from, and unclog as necessary, all scuppers, gutters and downspouts.
 - c. Inspect roofing for visible tears or cracks or loose roofing material.
 - d. Inspect roof penetration flashings and roof termination caulking for cracks.
 - e. Remove snow if any to prevent leaks.
 - f. If any tears, leaks or cracks are found, contact Vanguard immediately for instructions and to arrange for repairs.
6. Maintain adequate storm water drainage away from the Building and ensure that no water is allowed to pond beneath buildings.
7. Maintain floor coverings in good, safe, serviceable condition:
 - a. Dry or damp mop vinyl covered floors. Do not wet mop vinyl covered surfaces.
 - b. Strip, seal and wax vinyl tile floor covering at least once a year.
 - c. Trim carpet snags/ravels to prevent further carpet damage or creating a tripping hazard
 - d. Do not use tape on carpet to seal rips or frayed/loose seams.
8. Perform additional routine maintenance as required by use or environment:
 - a. Do not staple, tack, tape items to walls or punch holes into walls.
 - b. Replace batteries in smoke detectors/emergency exit lights at least once a year or more frequently if required to maintain them in safe condition. Test all smoke detectors per local code or manufacturer's requirements.
 - c. Replace fluorescent lamps, incandescent bulbs or other lighting as needed.
 - d. Check rain diverters caulking over doors and windows. Re-caulk as needed. If rain diverters do not keep blowing rain from penetrating doors, canopies over doors may be required.
 - e. Caulk siding materials and window frames as needed to prevent water penetration.
 - f. Maintain air conditioning temperature between 70-76 degrees in hot weather during evenings, weekends and holidays to maintain reasonable temperature and humidity in the Building and lubricate the equipment. Use programmable T-stats with lock boxes when possible.
 - g. Ensure skirting vents are not blocked at all times.
 - h. Do not remove inspection/data labels from walls, doors, windows and electrical panels.

FIRE HAZARD WARNING

- i. Maintain a 3' clearance around electrical panels
- ii. Do not overload the electrical outlets
- iii. Do not place objects on top or in front of electric heaters
- iv. Do not block any vent
- v. Clothing and flammable materials should not be stored in closets with electrical panels
- vi. Furnace and water tank closets should not be used for storage

FOR SERVICE, OR IF YOU HAVE A QUESTION, PLEASE CONTACT YOUR LOCAL VANGUARD BRANCH OFFICE:
717 Constitution Drive, Suite 100
Exton, PA 19341
859-321-5769



EXHIBIT D

To the LEASE AGREEMENT #38613
dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC ("Lessor") and
Fayette County Public Schools ("Lessee")

STANDARD LIMITED WARRANTY

AGREEMENT NUMBER: 38613

BUILDING NUMBER: TBD

Vanguard Modular Building Systems, LLC ("VMBS") grants this restricted Standard Limited Warranty to Fayette County Public Schools. The warranty granted herein is limited to the Building(s) and services provided by VMBS, under the above referenced Agreement.

MANUFACTURER'S STANDARD LIMITED WARRANTY: In the case of a Purchase, VMBS will assign all interest held by VMBS, in such Manufacturer's Limited Warranty. In the case of a Lease, VMBS retains the ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Lessee, for whatever warranty period provided under such warranty.

VMBS STANDARD LIMITED WARRANTY: Except as otherwise provided herein, VMBS warrants, under normal use and service, the Building and services VMBS provides, under the above mentioned Agreement. VMBS warrants that all Buildings and services provided by VMBS will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Building, whichever occurs first (Refer to VMBS Scope of Work and Sales or Lease Agreement). **ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF VMBS, MAY VOID THIS WARRANTY.**

CLAIMS:

A valid warranty claim must be submitted to VMBS, within the time allow for such claim under the Agreement, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. Warranty service will be performed during daily routine business hours. VMBS will not pay warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from VMBS.

EXCLUSIVE REMEDIES: The sole and exclusive remedies, under this warranty, are those specifically provided in this Standard Limited Warranty. VMBS's obligation shall be limited solely to replacing and/or repairing defective parts or materials. VMBS neither assumes nor authorizes any person or entity to assume for VMBS any other liability or obligation in connection with this warranty.

EXCLUSIONS FROM COVERAGE: Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Building or Installation, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Building or Installation.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Building beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Building or the Installation, or any components made without the prior express written authorization of VMBS.
- e) Any portion of the Building or any materials, components or other aspects of the Building that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Building including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Building has been accepted, re-caulking of windows after acceptance of the Building, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Building or Installation, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Building. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by VMBS. If any component specified in this subparagraph proves to be defective and cannot be ordered and replaced by the supplier. VMBS shall assist in obtaining a replacement of the defective component from the supplier, however, VMBS is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. VMBS shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Building is outside the continental United States of America or Canada.

DISCLAIMER OF OTHER WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, VMBS EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL VMBS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

NOTICE OF WARRANTY CLAIMS: All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Agreement and Warranty Period. Forward all claims to: Vanguard Modular Building Systems LLC, Attn: Warranty Department 717 Constitution Drive, Suite 100, Exton, PA 19341. (1-877-GET-VMBS)

ASSIGNABILITY: This Standard Limited Warranty is not assignable, without the prior written approval of VMBS.

Lessor: _____

Lessee: _____



EXHIBIT E

To the LEASE AGREEMENT #38613
dated June 3, 2020 by and between
Vanguard Modular Building Systems, LLC ("Lessor") and
Fayette County Public Schools ("Lessee")

ADDITIONAL DOCUMENTS

Lessor's Proposal to the Lessee dated 5/4/2020 [If there is any conflict between the Proposal and any of the other Lease documents, the other Lease documents shall govern.]

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

MEETING: Planning

DATE: June 8, 2020

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

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

Recommended Action on: 6/8/2020
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: (1) 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; (2) establish June 24, 2020 at 5:30 p.m. via Zoom meeting for the Public Hearing in regards to this amended DFP; and (3) appoint Melinda Joseph-Dezarn, AIA, FCPS Director of Facility Design and Construction, to serve as the Hearing Officer for the Public Hearing. The main reasons for the Amended plan were to add the two items listed below, but KDE did require that we make some additional updates which included updating the enrollment numbers, striking through projects that were under construction, and move the Child Development Center under discretionary item 5.6. from 1c.15:

- Added under 1a.6.Girls' STEM for grades K-8 (new program and new construction); and
- Added under 1b.5.CTE Merger for grades 9-12 (combine Southside and Eastside Technical Centers into one new facility) while removing items 1c.13 and 1c.14.

Background/Rationale: Curriculum changes relative to special programs have evolved since the conclusion of the Local Planning Committee (LPC) amendment process in 2019. In consideration of instructional programs and the necessary sites and facilities needed to support them, the original 2017 District Facility Plan (DFP) was approved by the State Board of Education in April 2017 and October 2019.

A quorum of the LPC reconvened on March 26, 2020 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 May 21, 2020 and reviewed and approved the amended plan. The vote was unanimous in favor of these changes.

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
AN EQUAL OPPORTUNITY SCHOOL DISTRICT

01.11 – Powers and Duties of the Board

Fiscal Impact: **None**

Attachments(s): **Amended DFP**

On motion by _____, seconded by _____, the Board: (1) Approved 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; (2) establish June 24, 2020 at 5:30 p.m. via Zoom meeting for the Public Hearing in regards to this amended DFP; and (3) appoint Melinda Joseph-Dezarn, AIA, FCPS Director of Facility Design and Construction, to serve as the Hearing Officer for the Public Hearing.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

FAYETTE COUNTY SCHOOLS DISTRICT FACILITY PLAN

FINDING. NO. 1: APRIL 2018

FINDING. NO. 2: APRIL 2019

AMEND. NO. 1: OCT. 2019

BOLD

BOLD, UNDERLINE

BOLD, UNDERLINE, ITALICIZED**DRAFT****AMENDMENT NO. 2 AUG 2020 RED AND BOLD**

NEXT DFP DUE: APRIL 2021

Note the ~~strike through~~ means the item is removed, completed, or an active project with a KDE BG number.

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 (@ FDHS)	Permanent	6-12 Center
Martin Luther King Academy	Permanent	6-12 Center
SUCCESS Academy (@ former Linlee ES)	Permanent	6-12 Center
2. **Long Range Plan** PS, PS-5, **K-8**, 4-8, 6-8, 6-12, 9-12

SCHOOL CENTERS

- | | Status | Organization | 2019 SAAR-2017 DFP
Student Enrollment /
Capacity |
|---|---------------------|--------------------|--|
| 1. Secondary | | | |
| a. Bryan Station High School | Permanent | 9-12 Center | 1636 1747 /1867 |
| b. Moved to 1.h. School Center. | | | |
| c. Henry Clay High School | Permanent | 9-12 Center | 2195 2366 /2133 |
| d. Lafayette High School | Permanent | 9-12 Center | 2341 2222 /2100 |
| e. Locust Trace AgriScience | Permanent | 9-12 Center | 307/250 |
| f. Martin Luther King Alternative School | Permanent | 6-12 Center | 244 230 /510 |
| g. SUCCESS Newcomers Academy (currently @ Linlee Elem) | Permanent | 6-12 Center | 11/50 250 |
| Program to move to 1555 Georgetown Road upon completion of construction work | | | |
| h. Frederick Douglass High School (FDHS) | Permanent | 9-12 Center | 1278 1595 /1800 1450 |
| Carter G. Woodson Academy (@ FDHS) | Permanent | 6-12 Center | 238 81 /200 350 |
| i. Paul Laurence Dunbar High School | Permanent | 9-12 Center | 2042 2231 /2033 |
| j. STEAM Academy (currently @ Johnson Building) | Permanent | 9-12 Center | 345 324 /600 325 |
| Program to move to 1555 Georgetown Road upon completion of construction work | | | |
| k. Tates Creek High School | Permanent | 9-12 Center | 1864 1825 /2033 |
| l. The Learning Center (@ Price Road Bldg.) | Permanent | 9-12 Center | 189 465 /250 |
| m. Eastside Technical Center | Transitional | 9-12 Center | 382/240 |
| n. Southside Technical Center | Transitional | 9-12 Center | 524/240 |
| 2. Middle | | | |
| a. Beaumont Middle School | Permanent | 6-8 Center | 984 1139 /967 |
| b. Bryan Station Middle School | Permanent | 6-8 Center | 765 673 /800 |
| c. Moved to 1.h. School Center. Not used. | | | |
| d. Crawford Middle School | Permanent | 6-8 Center | 803 467 /833 |
| e. Edythe Jones Hayes Middle School | Permanent | 6-8 Center | 1139 1204 /892 |
| f. Jessie Clark Middle School | Permanent | 6-8 Center | 1140 1006 /1000 |
| g. Leestown Middle School | Permanent | 6-8 Center | 972 886 /867 |
| h. Lexington Traditional Magnet Middle School | Permanent | 6-8 Center | 466 494 /733 |
| i. Morton Middle School | Permanent | 6-8 Center | 797 757 /733 |
| j. SCAPA at Bluegrass Magnet School | Permanent | 4-8 Center | 279 468 /300 |
| k. Southern Middle School | Permanent | 6-8 Center | 879 668 /800 |
| l. Tates Creek Middle School | Permanent | 6-8 Center | 801 941 /900 |
| m. Winburn Middle School | Permanent | 6-8 Center | 787 626 /867 |
| 3. Elementary | | | |
| a. Arlington Elementary School | Permanent | PS-5 Center | 278 349 /473 |
| b. Ashland Elementary School | Permanent | PS-5 Center | 302 359 /394 |
| c. Athens Chilesburg Elementary School | Permanent | PS-5 Center | 802 822 /700 |
| d. Booker T. Washington Primary | Permanent | PS-5 Center | 260 294 /471 |
| e. Breckinridge Elementary School | Permanent | PS-5 Center | 594 580 /675 |
| f. Cardinal Valley Elementary School | Permanent | PS-5 Center | 632 586 /675 |
| g. Cassidy Elementary School | Permanent | PS-5 Center | 753 727 /617 |

h. Clays Mill Elementary School	Permanent	PS-5 Center	562 564/675
i. Coventry Oak Elementary School	Permanent	PS-5 Center	571 518/650
j. Deep Springs Elementary School	Permanent	PS-5 Center	500 535/625
k. Dixie Magnet Elementary School	Permanent	PS-5 Center	558 528/528
l. Garden Springs Elementary School	Permanent	PS-5 Center	441 450/650
m. Garrett Morgan Elementary School	Permanent	PS-5 Center	768 580/650
n. Glendover Elementary School	Permanent	PS-5 Center	629 572/650
o. Harrison Elementary School	Permanent	PS-5 Center	273 303/400
p. James Lane Allen Elementary School	Permanent	PS-5 Center	465 488/600
q. Julius Marks Elementary School	Permanent	PS-5 Center	669 672/600
r. Lansdowne Elementary School	Permanent	PS-5 Center	612 657/625
s. Liberty Elementary School	Permanent	PS-5 Center	771 706/700
t. Mary Todd Elementary School	Permanent	PS-5 Center	472 475/550
u. Maxwell Elementary School	Permanent	PS-5 Center	552 547/450
v. Meadowthorpe Elementary School	Permanent	PS-5 Center	468 538/600
w. Millcreek Elementary School	Permanent	PS-5 Center	482 473/700
x. Northern Elementary School	Permanent	PS-5 Center	491 518/525
y. Picadome Elementary School	Permanent	PS-5 Center	470 482/500
z. Rosa Parks Elementary School	Permanent	PS-5 Center	747 715/675
aa. Russell Cave Elementary School	Permanent	PS-5 Center	272 282/375
bb. Sandersville Elementary School	Permanent	PS-5 Center	585 596/650
cc. Southern Elementary School	Permanent	PS-5 Center	568 527/708
dd. Squires Elementary School	Permanent	PS-5 Center	615 502/600
ee. Stonewall Elementary School	Permanent	PS-5 Center	697 701/775
ff. Tates Creek Elementary School	Permanent	PS-5 Center	634 690/725
gg. Veterans Park Elementary School	Permanent	PS-5 Center	767 780/650
hh. Wellington Elementary School	Permanent	PS-5 Center	730 693/650
ii. William Wells Brown Elementary School	Permanent	PS-5 Center	286 328/450
jj. Yates Elementary School	Permanent	PS-5 Center	358 369/475
kk. Brenda Cowan Elementary	Permanent	PS-5 Center	505/650*

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)

97,081 sf.

600 Student capacity on new site to be determined

\$24,193,556

2. Acquire 1555 Georgetown Road

Renovate for use as:

STEAM Academy

SUCCESS ACADEMY

move-in to linlee

#NAME?

\$24,193,556

3. New Middle School

110,521 sf.

900 Student capacity (site purchase pending)

\$25,861,914

4. New Elementary School

67,898 sf.

-650 Student capacity (Athens Boonesboro Road site purchased)

\$15,570,369

5. New Elementary School

67,898 sf.

650 Student capacity (vicinity of the Hamburg area)

\$15,570,369

6. New Girls STEM School (K-8)

106,408 sf.

900 Student capacity (Acquire site for purchase)

\$24,899,472

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

\$ ————— 500,000

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.

The Kentucky Department of Education, Division of Facilities Management

A-37

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

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

5. Consolidate CTE programs from Eastside & Southside Technical Centers

1000 Student capacity (Acquire site for purchase)

\$0

1	Auto Body/Collision Repair Tech	6,675 sf.	6,675 sf.	68%	\$2,296,985
1	Automotive Technology	6,900 sf.	6,900 sf.	68%	\$2,374,412
1	Diesel/Med-Heavy Truck Tech.	6,600 sf.	6,600 sf.	68%	\$2,271,176
1	Aviation	7,200 sf.	7,200 sf.	68%	\$2,477,647
1	Fire & Emergency Med. Services	3,600 sf.	3,600 sf.	68%	\$1,238,824
1	Law Enforcement	3,600 sf.	3,600 sf.	68%	\$1,238,824
1	Cinematograph & Videography	3,300 sf.	3,300 sf.	68%	\$1,135,588
1	Digital Design & Game Dev.	4,800 sf.	4,800 sf.	68%	\$1,651,765
1	Carpentry	4,850 sf.	4,850 sf.	68%	\$1,668,971
1	Electrical	4,350 sf.	4,350 sf.	68%	\$1,496,912
1	Electronics	2,800 sf.	2,800 sf.	68%	\$963,529
1	Welding	5,060 sf.	5,060 sf.	68%	\$1,741,235
1	HVAC	4,350 sf.	4,350 sf.	68%	\$1,496,912
1	Plumbing	4,350 sf.	4,350 sf.	68%	\$1,496,912
1	Automation Engineering	4,700 sf.	4,700 sf.	68%	\$1,617,353
1	Culinary Arts	3,500 sf.	3,500 sf.	68%	\$1,204,412
1	Medical Sciences & Pre-Nursing	10,400 sf.	10,400 sf.	68%	\$3,578,824
1	Media Center/Flexible	5,720 sf.	5,720 sf.	68%	\$1,968,353
1	Auditorium/Multipurpose Room	4,500 sf.	4,500 sf.	68%	\$1,548,529
1	Kitchen	3,800 sf.	3,800 sf.	68%	\$1,307,647
1	Cafeteria	6,200 sf.	6,200 sf.	68%	\$2,133,529
1	Administration Area	2,020 sf.	2,020 sf.	68%	\$695,118
1	Custodial Receiving	250 sf.	250 sf.	68%	\$86,029

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. Bates 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	67,898 sf.	\$15,570,369
750 650 Student capacity (vicinity of Masterson Station area)		
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. LAKSS - 4 building complex**145,532 sf**Central Office (Henry Clay HS 1929-80)**112,283 sf****\$20,856,567**LAKSS 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**

Acquire property - Site development

\$901,000**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****DISTRICT NEED****\$344,648,889****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:					
			2,458 sf.		\$500,000
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. Henry Clay High School			243,178 sf.		
Major renovation to include; Title IX compliance and surface athletic fields.					\$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:					
			2,458 sf.		\$500,000
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)					
3. Lafayette High School			249,735 sf.		
Major renovation to include; Title IX compliance and surface athletic fields.					\$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:					
			2,458 sf.		\$500,000
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)					
4. Tates Creek High School			224,192 sf.		
Major renovation to include; Title IX compliance and surface athletic fields.					\$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:					
			2,458 sf.		\$500,000
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)					
5. Bryan Station			278,574 sf.		
Major renovation to include; Title IX compliance and surface athletic fields.					\$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:					
			2,458 sf.		\$500,000
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)					
6. 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.					

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

MEETING: Planning

DATE: June 8, 2020

TOPIC: Approval of Bid, Interim and Proposed Contracts, and a Revision to the BG-1 Project Application for the Construction of the New Construction of Bates Creek High School BG# 20-082

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

Recommended Action on: 6/8/2020
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Accept the base bid with Alternates #1, 4, 5, 8, 9, 10, 12, 13 and 14, as submitted by D.W. Wilburn, Inc.; approve the interim contract in the amount of \$2,500,000 (Two Million, Five Hundred Thousand Dollars) and the proposed contract in the amount of \$70,971,000.00 (Seventy Million, Nine Hundred Seventy-one Thousand Dollars); and approve a revision to the BG-1 Project Application for a total of \$84,570,295.16 (Eighty-four Million, Five Hundred Seventy Thousand, Two Hundred Ninety-five Dollars and Sixteen Cents) for the new construction of Bates Creek High School, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The construction of a new Bates Creek High School is listed as priority 1.b.3. on FCPS's 2017 (amended) District Facility Plan. The Director of FCPS Facility Design & Construction has drafted a preliminary cost estimate for the new construction, yielding a final project of approximately 304,354 SF (includes auxiliary gym) plus an additional 66,766 SF of shell space and basement, to serve 1,866 students. The program is consistent with other recent FCPS high school projects. Project cost estimates are based on the most recent construction bids and include: design and financing fees; furnishings; surveys; and other miscellaneous costs. The project is planned to start construction in July, 2020. Final completion is planned for July 2022. On Thursday, May 28, 2020, two (2) general contractors submitted proposals on a base bid with fourteen (14) alternate bids. The results of the bidding are as follows:

BIDDER	BASE BID	Alternate Bid Nos. 1,4,5,8,9,10,12,13,14	BASE BID plus Nos. 1,4,5,8,9,10,12,13,14
1 D.W. Wilburn, Inc.	\$67,555,000	\$3,416,000	\$70,971,000
2 Monarch Construction	\$75,133,000	\$3,654,000	\$78,787,000

Alternate #1=Door Hardware; Alternate #2=Plastic Laminate Casework; Alternate #3=Wood Casework; Alternate #4=Terrazzo Floor; Alternate #5=Food Service Equip.; Alternate #6=Football Locker Room; Alternate #7=Football Stadium Lights; Alternate #8=Lighting Controls; Alternate #9=Baseball/Softball Field House; Alternate #10=Security System; Alternate #11=Bipolar Ionization; Alternate #12=Paging/Intercom System; Alternate #13=Clocks; Alternate #14=Fire Alarm

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

PROPOSAL: Based on the review of these proposals, the FCPS staff and the design consultants recommend acceptance of the base bid with Alternates #1, 4, 5, 8, 9, 10, 12, 13 and 14, as submitted by D.W. Wilburn, Inc., approve the interim contract in the amount of \$2,500,000 (Two Million, Five Hundred Thousand Dollars) and approve the proposed contract in the amount of \$70,971,000.00 and approve a revision to the BG-1 Project Application for a total of \$84,570,295.16. (A separate bid has been obtained from U.S. Specialties that allows FCPS to purchase the higher quality plastic laminate (\$443,000) and wood casework (\$638,000) for the project for a total of \$1,081,000. This eliminates the need to accept Alternates 2 and 3.) The FCPS staff and the design consultants recommend approval of the proposed contract and revised BG-1. Upon the Board's approval, these documents will be submitted to the KDE District Facilities Branch for review and approval. Approval will allow the award of a contract for the new construction of Bates Creek High School to commence with minimal delay. Based on this recommendation, a revision to the BG-1 is required as follows:

	Initial BG-1 Total (11/19)	Proposed BG-1 Revision Total
Total Construction Cost:	\$74,500,000	\$70,971,000.00
Contingencies:	\$3,725,000	\$3,548,550.00
Architect/Engineer Fee:	\$3,627,428	\$3,512,660.00
Fiscal Agent Fee:	\$357,897	\$376,266.16
Bond Discount:	\$1,265,700	\$1,091,100.00
Equipment/Furnishings:	\$2,925,000	\$3,176,960.00
Equipment/Computers:	\$850,000	\$849,109.00
Technology Network Systems (KETS), Telephone, etc.:	\$125,000	\$125,000.00
Site Acquisition:	\$0	\$0
Site Survey:	\$10,000	\$25,000.00
Geotechnical / geothermal Investigation:	\$30,000	\$45,000.00
Special Inspections:	\$186,250	\$225,000.00
Commissioning:	\$260,750	\$260,750.00
Advertising:	\$0	\$0
Printing:	\$64,000	\$64,000.00
HVAC Testing:	\$90,000	\$130,000.00
Asbestos Abatement, Tree Removal:	\$0	\$129,900.00
Construction Photography:	\$0	\$40,000.00
Total Estimated Cost:	\$88,017,025	\$84,570,295.16

Policy: 702 KAR 4:160

Fiscal Impact:

Fund	Org. Code	Object Code	Balance
2017 SFCC Escrow	320	0910	\$217,187.65
Building Fund	320	0910	\$2,931,531.26
Capital Outlay	310	0910	\$3,043,956.04
Residuals 12-181	360	5210 12181	\$721,720.59
Residuals 11-263	360	5210 11263	\$454,611.74
Residuals 12-180	360	5210 12180	\$509,038.73
Residuals 12-182	360	5210 12182	\$452,249.15
General Fund	9201407	0450 BOND	\$700,000.00
General Fund	9201407	0450 DEPT	\$571,148.85
General Fund	0001113	0910	\$2,228,851.15
SFCC Bond	360	5110	\$3,656,482.00
Local Bond	360	5110	\$69,083,518.00

Attachment(s): None

On motion by _____, seconded by _____, the Board accepted the base bid with Alternates #1, 4, 5, 8, 9, 10, 12, 13 and 14, as submitted by D.W. Wilburn, Inc.; approved the interim contract in the amount of \$2,500,000 (Two Million, Five Hundred Thousand Dollars) and the proposed contract in the amount of \$70,971,000.00 (Seventy Million, Nine Hundred Seventy-one Thousand Dollars); and approved a revision to the BG-1 Project Application for a total of \$84,570,295.16 (Eighty-four Million, Five Hundred Seventy Thousand, Two Hundred Ninety-five Dollars and Sixteen Cents) for the new construction of Tates Creek High School, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Planning

DATE: 6/8/2020

TOPIC: Annual KSBA Policy Updates

PREPARED BY: Shelley Chatfield

**Recommended Action on: 6/8/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to review proposed policy changes.

Background/Rationale: Annual policy updates provided by KSBA must be brought to the Board as a First Read and then again as an Item for Vote in two (2) consecutive Board meetings.

Policy: 01.11

Fiscal Impact: N/A

Attachments(s): Procedure Updates

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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

2020 Policy Update (#43) Checklist

District: Fayette County Public Schools

To enable KSBA to track and store your District's policies in our policy database, please indicate below what action you have taken on the new/revised policies enclosed for your review. We will forward printed or reproducible copies of the policies when we receive this form and update your online manual if you belong to that service.

Policy Number	Adopt as Written	Adopt with Modification*	Adoption Date	Order Number	Keep Current Policy	Rescind Policy
01.83	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
02.31	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.121	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.131	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.21	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.27	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.29	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
04.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
04.312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
05.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
05.48	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
06.221	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
08.1312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
08.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
09.12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
09.126	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

Policy Number	Adopt as Written	Adopt with Modification*	Adoption Date	Order Number	Keep Current Policy	Rescind Policy
09.15	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
09.22	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
09.2211	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
09.227	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
09.33	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
02.4242	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
03.2231	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

*Please attach a copy of the modified policy. DO NOT RETYPE A DRAFT - simply indicate the district-initiated changes by writing in colored ink, circling, highlighting, etc.

Board Chair's Signature

Date

Superintendent's Signature

Date

**Please return this completed form to KSBA at your earliest opportunity.
Please contact your KSBA Consultant IF you need KSBA to completely reprint all policy pages or to order
additional new manuals, instead of just getting copies of the updated policies.**

LEGAL: SB 158 AMENDS KRS 160.1594 TO PROVIDE THAT CHARTER AUTHORIZER TRAINING SHALL NOT BE REQUIRED OF ANY BOARD MEMBER UNTIL A CHARTER APPLICATION IS SUBMITTED TO THE BOARD, AND SETS THE REQUIREMENT AT SIX (6) HOURS.
FINANCIAL IMPLICATIONS: FEWER HOURS REQUIRED MAY REDUCE TRAINING COSTS

POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.83

In-Service Training

Annual in-service training for all school board members in office as of December 31, 2014 shall include training on topics required by regulation that meet the minimum number of total training hours as follows:¹

1. Twelve (12) hours for school board members with zero (0) to three (3) years of experience (to include five hours on the following: three (3) hours of finance, one (1) hour of ethics, and one (1) hour of superintendent evaluation);
2. Eight (8) hours for school board members with four (4) to seven (7) years of experience (to include four hours on the following: two (2) hours of finance, one (1) hour of ethics, and one (1) hour of superintendent evaluation); and
3. Four (4) hours for school board members with eight (8) or more years of experience (to include three hours on the following: one (1) hour of finance and one (1) hour of ethics annually and, one (1) hour of superintendent evaluation biennially).

If a Board member obtains hours through any sources other than KSBA, they shall have local Board approval prior to participation in the training event and send a copy of the record (Board minutes) to KSBA.

For Board members who begin initial service on or after January 1, 2015, annual in-service training requirements shall be twelve (12) hours for Board members with zero to eight (0-8) years of experience and eight (8) hours for Board members with more than eight (8) years of experience. Required annual training hours shall include:

1. Three (3) hours of finance, one (1) hour of ethics, and one (1) hour of superintendent evaluation for members with zero (0) to three (3) years experience;
2. Two (2) hours of finance, one (1) hour of ethics, and one (1) hour of superintendent evaluation for members with four (4) to seven (7) years experience; and
3. One (1) hour of finance, one (1) hour of ethics annually, and one (1) hour of superintendent evaluation biennially for members with eight (8) or more years experience.

IN-SERVICE TRAINING REGARDING ~~(SCHOOL BOARDS AS CHARTER SCHOOL AUTHORIZATION-AUTHORIZERS)~~

Separate and apart from the above in-service training, School Board members shall participate in ~~annual~~ in-service training regarding charter school authorizers as follows:

When the Board, or a collaborative of local school boards including the Board, receives a charter school application, any member of the Board or boards who has not received charter authorization training within twelve (12) months immediately preceding the date the application was received shall receive six (6) hours of in-service training prior to evaluating the charter application. Except for training provided prior to July 15, 2020, the training shall be in addition to the annual in-service training required under KRS 160.180, and the Board shall select the trainer to deliver the training to its members. Charter authorizer training shall not be required of any Board member until a charter application is submitted to the Board or boards.²

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In-Service Training**IN-SERVICE TRAINING REGARDING ~~(SCHOOL BOARDS AS CHARTER SCHOOL AUTHORIZATION AUTHORIZERS)~~** (CONTINUED)

- ~~1. Twelve (12) hours for an authorizer or member with zero (0) to eight (8) years of experience as an authorizer;~~
- ~~2. Competency based annual in-service training;~~
- ~~1. In-service training toward the board member training requirements of KRS 160.180¹ may also count toward the required twelve (12) hours of charter school training, to the extent the requirements of both are met by training contents. The charter authorizer/school training requirements shall be approved by the Commissioner of Education and shall address~~include the following topics of authorizer responsibility and charter school formation and operation:
 1. Financial governance and transparency;
 2. Conflict of interest;
 3. Charter application;
 4. Charter school contracting;
 5. Charter school monitoring;
 6. Charter school renewal, nonrenewal, and revocation;
 7. Charter school closure;
 8. Ethics;
 9. Curriculum and instruction;
 10. Educational services provided for special needs, at risk, English learner, gifted, and other special population students; and
 11. Physical restraint and seclusion of students.

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~~a) The training shall be approved by the Commissioner of Education.~~

Orientation of New Board Members

The Superintendent/designee and/or the Board Chair shall acquaint new Board members with their duties and obligations and furnish them with a copy of the Board's policy manual and/or access to the District's online manual and such other information and guidance materials as necessary to prepare them for service. Areas should include, but not be limited to, District budgeting, planning and student learning indicators. In addition, new Board members shall be provided assistance in locating training opportunities to help them meet statutory training requirements and to support them in learning their roles and responsibilities.

REFERENCES:

- ¹KRS 160.180
²~~KRS 160.1594~~
 701 KAR 8:020
 702 KAR 1:115
 OAG 85-53; OAG 85-145

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LEGAL: SB 8 REVISES THE DEFINITION OF AN SRO, TRAINING REQUIREMENTS, AND ADDS A FIREARM REQUIREMENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

ADMINISTRATION

02.31

School Resource Officers (SROs)

DEFINITION

"School resource officer" or "SRO" means an officer [whose primary job function is to work with youth at a school site](#) who has specialized training to work with youth at a school site and is:

- (a) 1. A sworn law enforcement officer; or
2. A special law enforcement officer appointed pursuant to KRS 61.902; and
- (b) Employed:
 - 1. Through a contract between a local law enforcement agency and a school district;
 - 2. Through a contract as secondary employment for an officer, as defined in KRS 16.010, between the Department of Kentucky State Police and a school district; or
 - 3. Directly by a local Board of Education.¹

PURPOSE

The purpose of the SRO program is to: promote and foster a safe environment in schools, at school-sponsored events, and on school transportation; provide a law enforcement presence on school property and at school-sponsored events; enhance educational programs relating to safety and positive behaviors; and provide a liaison to community and law enforcement agencies. The purpose of the program is not to enforce or administer matters of school discipline and student conduct which are the responsibility of other District or school personnel.

ROLES AND EXPECTATIONS

- An SRO will have such training, certification, and commission as is required by provisions of KRS Chapters 15, 61, and 158. Per KRS 158.4414, an SRO who fails to successfully and timely complete SRO training requirements shall lose his/her SRO certification and shall no longer [serve in the capacity of an SRO](#) ~~work~~ in a school. An SRO is also expected to obtain training on the use of physical restraint and seclusion as required of all school personnel except additional training applicable to "core team" school personnel designated to respond to dangerous behavior.²
- An SRO is vested with law enforcement jurisdiction and authority as described in KRS 61.902 to KRS 61.930 and other applicable law, including, but not limited to, investigating and responding to possible criminal offenses and to health or safety threats to students or school personnel.
- As authorized under the Family Educational Rights and Privacy Act ("FERPA"), SROs are designated as the District's "law enforcement unit" possessing the law enforcement authority and exercising safety and security functions described in state law and referenced above. Records created and maintained by an SRO for a law enforcement purpose do not constitute education records under FERPA.³ District staff other than law enforcement personnel are not responsible for the creation of law enforcement records and are expected to observe restrictions on access to such records. An SRO is expected to provide guidance and insight to District officials and staff on such restrictions.

School Resource Officers (SROs)**NATURE OF EMPLOYMENT**

An SRO who is directly employed by the District is a classified employee. An SRO is therefore generally covered by District classified employee policies, including, but not limited to, policies regarding terms and conditions of employment; fringe benefits; employee discipline; and reductions in force.⁴ However, as applied to an SRO, such general District classified employee policies may be subject to the terms of his/her contract with the District; his/her job description; and his/her authority to carry out certain law enforcement functions as permitted by law, including, but not limited to, statutory provisions permitting officers to carry and use weapons.⁵

TRAINING REQUIREMENTS

~~Effective January 1, 2020, a~~All School Resource Officers (SROs) with active SRO certification shall successfully complete forty (40) hours of annual in-service training that has been certified or recognized by the Kentucky Law Enforcement Council for SROs. Any SRO who fails to successfully complete training requirements within the specified time periods, including approved extensions, shall lose his/her SRO certification and shall no longer serve in the capacity of an SRO ~~work~~ in a school.

FIREARM REQUIREMENT

Each SRO shall be armed with a firearm, notwithstanding any provision of local board policy, local school council policy, or memorandum of agreement.⁶

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SUPERINTENDENT TO REPORT

No later than November 1 of each year, the Superintendent shall report to the Center for School Safety the number and placement of SROs in the District. The report shall include the source of funding and method of employment for each position.

REFERENCES:¹KRS 158.441²704 KAR 7:160³20 U.S.C. 1232(g)(a)(4)(ii); 34 C.F.R. § 99.8⁴KRS 161.011⁵KRS 61.902 – KRS 61.930; KRS 527.020; KRS 527.070⁶KRS 158.4414

KRS 158.4415

RELATED POLICIES:

09.14; 09.2211; 09.227; 09.422; 09.425; 09.4361

LEGAL: SB 79 AMENDS KRS 160.380 REPLACING "SUBSTANTIATED" FINDING OF CHILD ABUSE OR NEGLECT WITH "ADMINISTRATIVE" FINDING OF CHILD ABUSE OR NEGLECT.
FINANCIAL IMPLICATIONS: COST OF PRINTING NEW APPLICATIONS AND STAFF TIME TO TRACK THE STATUS IF REPORT INDICATES SUBSTANTIATED FINDING IS ON APPEAL

PERSONNEL

03.11

- CERTIFIED PERSONNEL -

Hiring

SUPERINTENDENT'S RESPONSIBILITIES

When a vacancy occurs, the Superintendent shall notify the Chief State School Officer fifteen (15) days before the position is to be filled.

When a vacancy needs to be filled in less than fifteen (15) days to prevent disruption of necessary instructional or support services of the school district, the Superintendent may seek a waiver of the fifteen (15) day advance notice requirement from the Chief State School Officer. If the waiver is approved, the appointment shall not be made until the person selected by the Superintendent has been approved by the Chief State School Officer.

The Superintendent shall make all appointments, promotions, and transfers of certified personnel for positions authorized by the Board and, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in the Board minutes. No personnel action shall be effective prior to receipt of written notice of the action by the affected employee from the Superintendent. Certified employees may be appointed by the Superintendent for any school year at any time after February 1 next preceding the beginning of the school year.

QUALIFICATIONS

The Superintendent shall employ only individuals who are certified for the positions they will hold and who possess qualifications established by Board policy, except in the case where no individual applies who is properly certified and/or who meets qualifications set by Board policy.

All teachers shall meet applicable certification or licensure requirements as defined by state and federal regulation.³

ELIGIBILITY

In determining the eligibility of a particular candidate for appointment to a position, the priority of the Superintendent shall be to employ that person, who by reasons of preparation, experience and ability to work effectively with students, other staff members, and citizens of the school community, will render the highest possible level of service.

Employees who are terminated and/or non-renewed for cause by the District, or who resigned and are not eligible for a position, shall not be considered for any future employment by the District.

CRIMINAL BACKGROUND CHECK AND TESTING

Applicants, employees, and student teachers assigned within the District shall undergo records checks and testing as required by applicable statutes, regulations, and Board policy.¹

The District shall not employ or permit the assignment of, the following individuals:

1. Those who have been convicted of violent offenses or sex crimes as defined by KRS 17.165;
2. Those who have been convicted of other crimes which bear a reasonable relationship to the position for which the individual is applying, or to which the individual may transfer within the District at a later time as determined by the Superintendent; or

Hiring**CRIMINAL BACKGROUND CHECK AND TESTING (CONTINUED)**

3. Those who materially misrepresent their criminal history, credentials, or any other fact when applying for a position in the District.

Each application ~~or renewal~~ form provided by the employer to an applicants for a certified position shall conspicuously state the following:

"FOR THIS TYPE OF EMPLOYMENT, STATE LAW REQUIRES A NATIONAL AND STATE CRIMINAL HISTORY BACKGROUND CHECK AND A LETTER, PROVIDED BY THE INDIVIDUAL, FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THE APPLICANT HAS NO ADMINISTRATIVE FINDINGS 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."

Initial employment shall be contingent on receipt of records documenting that the individual does not have a conviction for a felony sex crime or as a violent offender as defined in KRS 17.165 or other conviction determined by the Superintendent to bear a reasonable relationship to the ability of the individual to perform the job. Employment shall also be contingent on receipt of a letter from the Cabinet provided by the individual documenting that the individual does not have an administrative-substantiated finding of child abuse or neglect in records maintained by the Cabinet.

"Administrative finding of child abuse or neglect" means a substantiated finding of child abuse or neglect issued by the Cabinet for Health and Family Services that is:

1. Not appealed through an administrative hearing conducted in accordance with KRS Chapter 13B;
2. Upheld at an administrative hearing conducted in accordance with KRS Chapter 13B and not appealed to a Circuit Court; or
3. Upheld by a Circuit Court in an appeal of the results of an administrative hearing conducted in accordance with KRS Chapter 13B.¹

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Probationary employment shall terminate on receipt of a criminal history background check documenting a conviction for a felony sex crime or as a violent offender.

Link to DPP-156 Central Registry Check and more information on the required CA/N check:

<http://manuals.sp.chfs.ky.gov/chapter30/33/Pages/3013RequestfromthePublicforCANCHECKSANDCentralRegistryChecks.aspx>

Criminal records checks on persons employed in Head Start programs shall be conducted in conformity with 45 C.F.R. § 1302.90.

REPORT TO SUPERINTENDENT

An employee shall report to the Superintendent if the employee has been found by the Cabinet for Health and Family Services to have abused or neglected a child, and if the employee has waived the right to appeal such a substantiated finding or the finding has been upheld upon appeal.

HIRING OF RETIRED PERSONNEL

Hiring of certified personnel who have previously retired under TRS shall be in compliance with applicable legal requirements.²

Hiring**HIRING OF RETIRED PERSONNEL (CONTINUED)**

Persons who have previously retired from the District and who subsequently are rehired shall be credited with a maximum of twelve (12) sick leave days at the outset of their new period of employment.

JOB REGISTER

The Superintendent or the Superintendent's designee shall maintain at IAKSS and on the District web site a job register listing all current job openings in the District. The register shall describe the duties and qualifications for each opening, and District employment policies shall be attached to the register. The job register shall be open to public inspection during IAKSS business hours.

VACANCIES POSTED

Under procedures developed by the Superintendent, a listing of all District job openings shall be posted at IAKSS and on the District web site on a timely basis and shall refer interested persons to IAKSS job register for additional information.

When a vacancy for a teaching position occurs in the District the Superintendent shall conduct a search to locate minority candidates to be considered for the position.

APPLICATIONS

Under procedures developed by the Superintendent, each application shall be reviewed and each applicant so notified upon initial application. Applications shall be kept on file for three (3) years. All applications for positions shall be made utilizing written or electronic forms furnished by the Department of Human Resources.

RELATIONSHIPS

The Superintendent shall not employ a relative of a member of the Board.

A relative may be employed as a substitute for a certified or classified employee if the relative is not:

1. A regular full-time or part-time employee of the District;
2. Accruing continuing contract status or any other right to continuous employment;
3. Receiving fringe benefits other than those provided other substitutes; or
4. Receiving preference in employment or assignment over other substitutes.¹

A relative of the Superintendent shall not be employed except as provided by KRS 160.380.

The Superintendent shall not employ a relative of any employee to work under the direct or indirect supervision of that employee. "Relative" means father, mother, brother, sister, husband, wife, son, daughter, aunt, uncle, (including subcategories of in-law, half and step relatives).

Exception to the above is substitute personnel.

JOB DESCRIPTION

All employees shall receive a copy of their job description and responsibilities.

AFFIRMATIVE ACTION PLAN

All employment practices shall be in keeping with the Board approved Affirmative Action Plan.

Hiring**EMPLOYEES SEEKING A JOB CHANGE**

Other than the routine transmission of administrative and personnel files, District employees are prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law and such school employee, contractor, or agent does not meet the exceptions outlined in 20 U.S.C. § 7926.

REFERENCES:

¹KRS 160.380

²KRS 161.605; 702 KAR 1:150

³P. L. 114-95, (Every Student Succeeds Act of 2015)

20 U.S.C. § 7926; 42 U.S.C. § 9843a(g)

45 C.F.R. § 1302.90

[KRS Chapter 13B](#)

KRS 17.160; KRS 17.165

KRS 156.106; KRS 160.345; KRS 160.390

KRS 161.042; KRS 161.611; KRS 161.750

KRS 335B.020; KRS 405.435

16 KAR 9:080; 702 KAR 3:320; 704 KAR 7:130

OAG 18-017; OAG 73-333; OAG 91-10; OAG 91-149; OAG 91-206

OAG 92-1; OAG 92-59; OAG 92-78; OAG 92-131; OAG 97-6

Records Retention Schedule, Public School District

RELATED POLICIES:

01.11; 02.4244; 03.132

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LEGAL: SB 174 AMENDS KRS 157.395 TO PROVIDE THAT FOR TEACHERS OBTAINING NBCT CERTIFICATION AFTER JULY 1, 2020, IF THE AMOUNT APPROPRIATED BY THE GENERAL ASSEMBLY IS LESS THAN \$2,000, THE BOARD MAY PROVIDE AN ADDITIONAL SUPPLEMENT TO THE TOTAL ANNUAL SUPPLEMENT OF \$2,000 FOR THE LIFE OF THE CERTIFICATE.
FINANCIAL IMPLICATIONS: POSSIBLE COST SAVINGS IF A BOARD DOES NOT CHOOSE TO PROVIDE THE FULL \$2,000 AMOUNT

PERSONNEL

03.121

- CERTIFIED PERSONNEL -

Salaries

SINGLE-SALARY BASIS

All salaries for certified personnel shall be based on a single-salary schedule providing, at minimum, for the number of working days required by law.

A District may provide monetary compensation, in addition to that provided through the single salary schedule, to all classroom teachers employed in a school that is identified by the Kentucky Department of Education as being in targeted or comprehensive support and improvement status.

Although a school may submit a request for an increment for an extended employment position, extra service, or related adjustments, the Board must set increments in pay for positions requiring services beyond those normally expected of other positions if the duties rendered extend beyond the regular school day or require extended days.

EXTENDED EMPLOYMENT

Compensation for employment contracted beyond the number of work days approved by the Board for a position shall be prorated on the base pay for that position.

Extended employment positions shall be established and funded in the District and/or school level budgets, and specified in a letter from the District to the employee.

Addition of days to be worked beyond the original contract or additional days of extended employment for a position require prior Board notification before the change goes into effect.

Employees receiving an administrative additive, including but not limited to Principals, Associate Principals and IAKSS administrators, shall not hold supplemental duty positions.

EXTRA SERVICES, SUPPLEMENTS AND SUPERVISION

The Board shall annually establish a schedule of compensation for extra services, and supervision. The Board may also establish a schedule of compensation for ~~special~~hazardous duty supplements.

NATIONAL BOARD CERTIFIED TEACHER (NBCT) SUPPLEMENT

As provided under law, teachers who attain certification from the National Board for Professional Teaching Standards on or before July 1, 2020, shall be given an annual salary supplement of two thousand dollars (\$2,000) for the life of the certificate. A teacher who attains certification after July 1, 2020, shall be given an annual salary supplement for the life of the certificate, in accordance with the amount appropriated for this purpose by the General Assembly. If an annual supplement amount appropriated by the General Assembly is less than two thousand dollars (\$2,000), the Board may provide an additional supplement up to the amount required for the total annual supplement to equal two thousand dollars (\$2,000).

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Salaries**RANK AND EXPERIENCE**

The rank and experience of certified personnel shall be determined at time of hire. The Superintendent will validate all experience of professional personnel employed in the District.

Credits and/or rank changes to be considered in determining the salary of a teacher must be completed prior to September 15 with appropriate documentation submitted to the Department of Human Resources by December 30.

To assist with the budgeting process, candidates for ~~NBCT~~[National Board](#) certification shall notify the Superintendent/designee in writing prior to September 15 that certification is pending in order for the employee to receive any rank-related increase retroactive to the beginning of the school year.

EXCEPTION

The Superintendent's salary may be established without regard to the above-mentioned schedules.

PAYROLL DISTRIBUTION

Checks and direct deposit vouchers will be issued according to a schedule approved annually by the Board. The District shall furnish the employee with either a paper or electronic statement. If statements are provided electronically, employees shall be provided access to a computer and printer for review and printing of their statement.

At the close of the school year, employees who have completed all responsibilities and duties may request to be paid their remaining salary prior to the end of the fiscal year.

REQUIRED DOCUMENTS

Employees shall be responsible for providing the Superintendent with all required certificates, other credentials and health examinations prior to beginning work.

NOTICE OF SALARY

Not later than forty-five (45) days before the first student attendance day of the succeeding school year or June 15, whichever occurs earlier, the Superintendent shall notify all certified personnel of the best estimate of the salary for the coming year. All personnel shall be paid in accordance with Board-adopted salary schedules.

PAYROLL DEDUCTIONS

The Board shall approve all payroll deductions as specified by KRS 161.158 and Board Policy 03.1211.

REFERENCES:

KRS 157.075; KRS 157.320; KRS 157.350; KRS 157.360
KRS 157.390; KRS 157.395; KRS 157.397; KRS 157.420
KRS 160.290; KRS 160.291
KRS 161.1211; KRS 161.134; KRS 161.168; KRS 161.760
KRS 337.070; KRS 424.120
702 KAR 3:060; 702 KAR 3:070; 702 KAR 3:100; 702 KAR 3:310
16 KAR 1:040; OAG 97-25
29 C.F.R. Section 541.303; 29 C.F.R. section 541.602.29; C.F.R. section 541.710

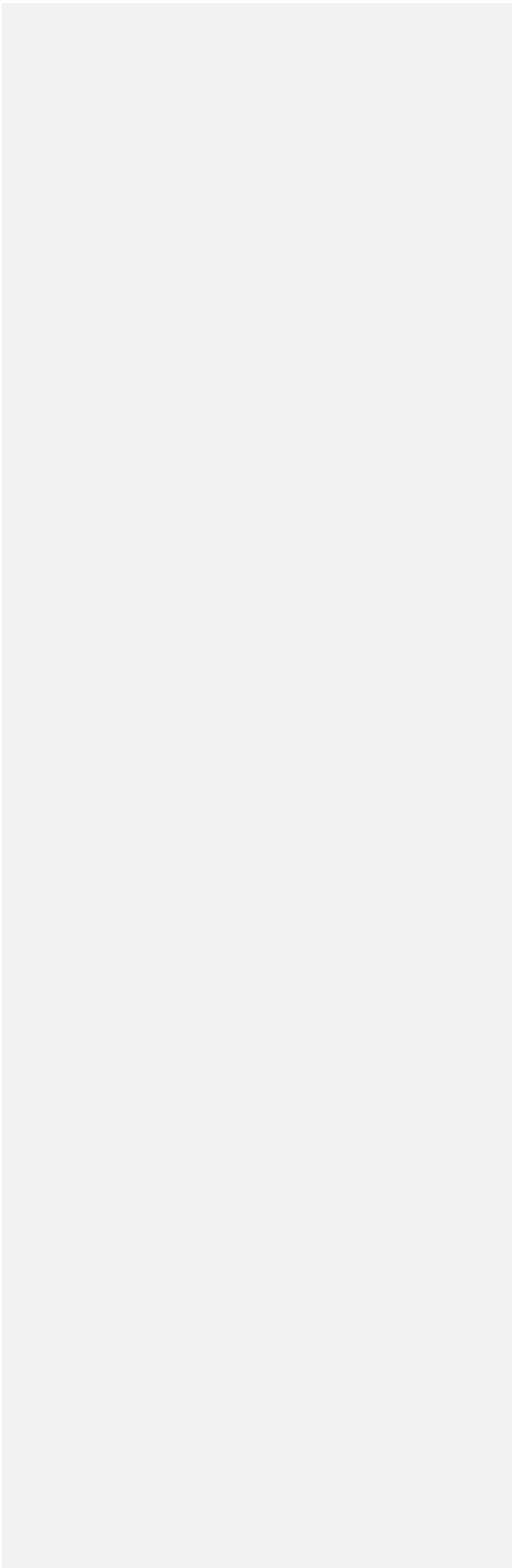
PERSONNEL

03.121
(CONTINUED)

Salaries

RELATED POLICIES:

03.114; 03.1211; 03.4



LEGAL: SB 15 (2019) AMENDED KRS 160.380 TO REMOVE THE EXCEPTION TO HIRING LANGUAGE FOR THE SPOUSE OF A PRINCIPAL.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.131

- CERTIFIED PERSONNEL -

Assignment

The assignment of all certified personnel shall be made by the Superintendent.¹ The Superintendent shall make all appointments, promotions, and transfers of certified personnel for positions authorized by the Board and, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in the Board minutes. No personnel action shall be effective prior to receipt of written notice of the action by the affected employee from the Superintendent.

The Superintendent shall assign personnel who are certified for the positions they will hold and who possess qualifications established by Board policy, except in the case where no individual applies who is properly certified and/or who meets qualifications set by Board policy.

The Superintendent shall not assign the relative of a school Principal to the school where the Principal is assigned ~~unless the relative is not the spouse and was employed in that school during the 1989-90 school year. No spouse of a Principal shall be assigned to the school where the Principal is assigned unless the spouse was assigned in that school during the 1989-90 school year and there is no other position in the District for which the spouse is certified or unless the spouse was employed in the 1989-90 school year and the District has no more than one (1) elementary school, one (1) middle school, and one (1) high school. A Principal's spouse employed in the Principal's school shall be evaluated by another school administrator.~~¹

The Superintendent shall not assign a certified employee to an alternative education program as defined in KRS 160.380 as part of any disciplinary action pursuant to KRS 161.790 or as part of a corrective action plan established pursuant to the District's evaluation plan.

REFERENCES:

¹KRS 160.380; ~~OAG 76-360~~
KRS 156.095; KRS 158.060
KRS 160.345; KRS 160.390
KRS 161.760; KRS 161.790
OAG 11-001; OAG 78-266
OAG 91-28; OAG 91-149
OAG 92-1; OAG 92-135

RELATED POLICY:

02.4244

LEGAL: SB 8 CHANGES THE ACTIVE SHOOTER TRAINING REQUIREMENT TO PROVIDED OR PREPARED BY THE KY DEPARTMENT OF CRIMINAL JUSTICE TRAINING IN COLLABORATION WITH KDE INSTEAD OF PROVIDED OR PREPARED BY KDE.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.19

- CERTIFIED PERSONNEL -

Professional Development

PROGRAM TO BE PROVIDED

The District shall provide a high quality, personalized, and evidence based professional development (PD) program that meets the goals established in KRS 158.6451, the Every Student Succeeds Act (ESSA), and in the local needs assessment. At the direction of the Superintendent or designee and in conjunction with each school, the PD coordinator shall facilitate the development and implementation of this program for all certified employees. School-wide programs may also include classified staff and parent members of school councils and committees.

The PD program for the District and each school shall be incorporated into the Comprehensive School/District Improvement Plan. Prior to the implementation of the program, the school PD plan shall be made public, and the District PD plan shall be posted to the District web site.

The program shall be based on the Board-approved Comprehensive District Improvement Plan and District Strategic Plan for the District, which is designed;

1. to help achieve student capacities established by KRS 158.645 and goals established by KRS 158.6451;
2. to support the District's mission, goals and assessed needs; and
3. to increase teachers' understanding of curriculum content and methods of instruction appropriate for each content area based on individual school plans.

These plans shall reflect individual needs of schools and be aligned with the Comprehensive School/District Improvement Plan, ESSA requirements, and teacher growth plans. The District Professional Development Council may recommend areas of focus to the Superintendent for professional development in the District based upon the District's Improvement and Strategic Plans, legal mandates, and local needs assessments. The Superintendent shall determine that the focus areas properly address the mission and goals of the District and meet existing legal requirements before recommending them to the Board for approval.

The Superintendent and Board may require any or all schools, or any or all classifications of personnel, to participate in training established by the District in one (1) or more of the approved areas of focus.

ACTIVE SHOOTER SITUATIONS

By November 1, annually, a minimum of one (1) hour of training on how to respond to an active shooter situation shall be required for all District employees with job duties requiring direct contact with students. The training shall be provided either in person, by live streaming, or via a video recording prepared by the [Kentucky Department of Criminal Justice Training](#), ~~Kentucky Department of Education~~ in collaboration with the Kentucky Law Enforcement Council, [the Kentucky Department of Education](#), and the Center for School Safety and may be included in the four (4) days of professional development under KRS 158.070. When a staff member subject to the training requirements of this subsection is initially hired after the training has been provided for the school year, the District shall provide materials on how to respond to an active shooter situation.

Professional Development**SCHOOL RESPONSIBILITIES**

Each school shall coordinate professional development with the PD coordinator and, when appropriate, with other schools to maximize training opportunities.

The District Professional Development Council or its designee shall review all individual school PD plans to determine that they meet current state and local mandates and directives, and address the identified focus areas approved by the Board.

The District Improvement and Strategic Plans shall be reviewed annually by the District Professional Development Council.

DOCUMENTATION

The school/District PD plan shall include the method for evaluating impact on student learning and using evaluation results to improve professional learning.

Documentation of completed professional development shall be required. Unless an employee is granted leave under an appropriate Board policy, failure to complete and document the required hours of professional development during the academic year shall result in a reduction in salary and may be reflected in the employee's evaluation.

REFERENCES:

KRS 156.095; KRS 156.553
KRS 158.070; KRS 158.645; KRS 158.6451; KRS 160.345
704 KAR 3:035; 704 KAR 3:325
P. L. 114-95 (Every Student Succeeds Act of 2015)

RELATED POLICIES:

03.1911; 09.22

LEGAL: SB 79 AMENDS KRS 160.380 REPLACING "SUBSTANTIATED" FINDING OF CHILD ABUSE OR NEGLECT WITH "ADMINISTRATIVE" FINDING OF CHILD ABUSE OR NEGLECT.
FINANCIAL IMPLICATIONS: COST OF PRINTING NEW APPLICATIONS AND STAFF TIME TO TRACK THE STATUS IF REPORT INDICATES SUBSTANTIATED FINDING IS ON APPEAL

PERSONNEL

03.21

- CLASSIFIED PERSONNEL -

Hiring

SUPERINTENDENT'S RESPONSIBILITIES

All appointments, promotions, and transfers of classified personnel for positions authorized by the Board shall be made by the Superintendent who, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in the Board minutes.

ELIGIBILITY

In determining the eligibility of a particular candidate for appointment to a classified position, the sole concern of the Superintendent shall be to employ that person who, by reasons of preparation, experience and ability to work effectively, will render the highest possible level of service.

Employees who are terminated and/or non-renewed for cause by the District, or who resigned and are not eligible for a position, shall not be considered for any future employment by the District.

EFFECTIVE DATE

Personnel actions shall not be effective until the employee receives written notice from the Superintendent.

CRIMINAL BACKGROUND CHECK AND TESTING

Applicants and employees shall undergo records checks and testing as required by applicable statutes and regulations.^{1&2} Bus drivers and applicants requiring a Commercial Driver's License (CDL) must undergo additional background and substance use checks per Board Policy 06.221.

Each application ~~or renewal~~ form provided by the employer to an applicants for a classified position shall conspicuously state the following:

"FOR THIS TYPE OF EMPLOYMENT, STATE LAW REQUIRES A NATIONAL AND STATE CRIMINAL HISTORY BACKGROUND CHECK AND A LETTER, PROVIDED BY THE INDIVIDUAL, FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THE APPLICANT HAS NO ADMINISTRATIVE FINDINGS 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."

Initial employment shall be contingent on receipt of records documenting that the individual does not have a conviction for a felony sex crime or as a violent offender as defined in KRS 17.165 or other conviction determined by the Superintendent to bear a reasonable relationship to the ability of the individual to perform the job. Employment shall also be contingent on receipt of a letter from the Cabinet provided by the individual documenting that the individual does not have an administrative-substantiated finding of child abuse or neglect in records maintained by the Cabinet.

Hiring**CRIMINAL BACKGROUND CHECK AND TESTING (CONTINUED)**

“Administrative finding of child abuse or neglect” means a substantiated finding of child abuse or neglect issued by the Cabinet for Health and Family Services that is:

1. Not appealed through an administrative hearing conducted in accordance with KRS Chapter 13B;
2. Upheld at an administrative hearing conducted in accordance with KRS Chapter 13B and not appealed to a Circuit Court; or
3. Upheld by a Circuit Court in an appeal of the results of an administrative hearing conducted in accordance with KRS Chapter 13B.¹

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Probationary employment shall terminate on receipt of a criminal history background check documenting a conviction for a felony sex crime or as a violent offender.

Link to DPP-156 Central Registry Check and more information on the required CA/N check:

<http://manuals.sp.chfs.ky.gov/chapter30/33/Pages/3013RequestfromthePublicforCANCChecksandCentralRegistryChecks.aspx>

Criminal records checks on persons employed in Head Start programs shall be conducted in conformity with 45 C.F.R. § 1302.90.

REPORT TO SUPERINTENDENT

An employee shall report to the Superintendent if the employee has been found by the Cabinet for Health and Family Services to have abused or neglected a child, and if the employee has waived the right to appeal such a substantiated finding or the finding has been upheld upon appeal.

HIRING OF RETIRED PERSONNEL

Except for cases involving disability retirement, persons who have previously retired from the District and who subsequently are rehired shall be considered first-year employees for the purposes of sick leave. (See Policy 03.2232.) Classified retirees are eligible to be hired in a permanent position working four (4) hours or more each day. Classified retirees may work as substitutes up to seventy (70) days per school year. Exemptions may be granted by the Senior Director of Administrative Services.

EDUCATIONAL REQUIREMENTS

No person shall be initially hired unless s/he holds at least a high school diploma or high school certificate of completion or High School Equivalency Diploma. Employees shall hold the qualifications for the position as established by the Commissioner of Education.³

All paraprofessionals shall satisfy educational requirements specified by federal law.⁴

JOB REGISTER

The Superintendent or the Superintendent's designee shall maintain in the Central Office a job register listing all current job openings in the District. The register shall describe the duties and qualifications for each opening, and District employment policies shall be attached to the register. The job register shall be open to public inspection during Central Office business hours.

Hiring**VACANCIES POSTED**

Under procedures developed by the Superintendent, a listing of all District job openings shall be posted in the Department of Human Resources/Central Office, on the District web site, in each school building, and in all work areas on a timely basis and shall refer interested persons to the Central Office job register for additional information.

APPLICATION

All applications for positions shall be made utilizing written or electronic forms furnished by the Department of Human Resources.

Intentional misrepresentation shall be sufficient grounds to refuse to hire or to terminate, if the employee has been hired prior to discovery of falsification.

REVIEW OF APPLICATIONS

Under procedures developed by the Superintendent, each application shall be reviewed and each applicant so notified. Completed applications for candidates not employed shall be retained for three (3) years.

RELATIONSHIPS

The Superintendent shall not employ a relative of a member of the Board.

A relative may be employed as a substitute for a certified or classified employee if the relative is not:

1. A regular full-time or part-time employee of the District;
2. Accruing continuing contract status or any other right to continuous employment;
3. Receiving fringe benefits other than those provided other substitutes; or
4. Receiving preference in employment or assignment over other substitutes.¹

A relative of the Superintendent shall not be employed except as provided by KRS 160.380.¹

The Superintendent shall not employ a relative of any employee to work under the direct or indirect supervision of that employee. "Relative" means father, mother, brother, sister, spouse, son, daughter, aunt, uncle, son-in-law, and daughter-in-law (including subcategories of in-law, half and step relatives).

Exception to the above is substitute personnel.

EMERGENCY HIRING

During emergency situations, job openings may be filled without listing in the job register or posting in District buildings.

JOB DESCRIPTION

All employees shall receive a copy of their job description and responsibilities.

AFFIRMATIVE ACTION PLAN

All employment practices shall be in keeping with the Board approved Affirmative Action Plan.

CONTRACT

All regular full-time and part-time employees shall receive a contract.

REASONABLE ASSURANCE OF CONTINUED EMPLOYMENT FOR TEMPORARY EMPLOYEES

Temporary employees shall be notified in writing by April 30 of each year as to whether they have reasonable assurance of continued employment for the following year.

Hiring**EMPLOYEES SEEKING A JOB CHANGE**

Other than the routine transmission of administrative and personnel files, District employees are prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law and such school employee, contractor, or agent does not meet the exceptions outlined in 20 U.S.C. § 7926.

REFERENCES:

¹KRS 160.380

²702 KAR 5:080

³KRS 161.011; Kentucky Local District Classification Plan; 13 KAR 3:030

⁴P. L. 114-95, (Every Student Succeeds Act of 2015)

20 U.S.C. § 7926; 42 U.S.C. § 9843a(g)

34 C.F.R. § 200.58; 45 C.F.R. § 1302.90

[49 C.F.R. § 382.701; 49 C.F.R. § 382.703](#)

[KRS Chapter 13B](#)

KRS 17.160; KRS 17.165

KRS 160.345, KRS 160.390; KRS 335B.020; KRS 405.435

OAG 18-017; OAG 91-10; OAG 91-149; OAG 91-206; OAG 92-1; OAG 92-59

OAG 92-78; OAG 92-131; OAG 97-6; 702 KAR 3:320

[Records Retention Schedule, Public School District](#)

RELATED POLICIES:

01.11; 02.4244; 03.232; 03.27; 03.5; 06.221

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LEGAL: SB 15 (2019) AMENDED KRS 160.380 TO REMOVE THE EXCEPTION TO HIRING LANGUAGE FOR THE SPOUSE OF A PRINCIPAL.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.231

- CLASSIFIED PERSONNEL -

Assignment

The assignment of all classified personnel shall be made by the Superintendent.¹ The Superintendent shall make all appointments, promotions, and transfers of classified personnel for positions authorized by the Board and, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in the Board minutes. No personnel action shall be effective prior to receipt of written notice of the action by the affected employee from the Superintendent.

The Superintendent shall assign personnel only in positions for which they are qualified.

The Superintendent shall not assign the relative of a school Principal to the school where the Principal is assigned ~~unless the relative is not the spouse and was employed in that school during the 1989-90 school year. No spouse of a Principal shall be assigned to the school where the Principal is assigned unless the spouse was employed in the 1989-1990 school year and the District has no more than one (1) elementary school, one (1) middle school, and one (1) high school. A Principal's spouse employed in the Principal's school shall be evaluated by another school administrator.~~¹

The Superintendent shall not assign a classified employee to an alternative education program as defined in KRS 160.380 as part of any disciplinary action pursuant to KRS 161.011 or as part of a corrective action plan established pursuant to the District's evaluation plan.

REFERENCES:

- ¹KRS 160.380
- KRS 160.390
- KRS 161.011
- OAG 91-28
- OAG 92-1
- OAG 92-135

LEGAL: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION REGULATIONS (FMCSA) PROVIDE THAT CDL HOLDER CONSENT IS TO BE OBTAINED IN CONNECTION WITH MANDATORY QUERYING OF THE FEDERAL ELECTRONIC "CLEARINGHOUSE" AND SUCH EMPLOYEES ARE DISQUALIFIED FROM SERVING IN POSITIONS REQUIRING LICENSURE IF THEY REFUSE TO CONSENT. IN ADDITION, IF A QUERY RESULTS IN A DISQUALIFYING DEPARTMENT OF TRANSPORTATION (DOT) DRUG OR ALCOHOL VIOLATION, A CDL HOLDER CANNOT WORK IN A SAFETY SENSITIVE POSITION. IN SUCH CASES, PERSONNEL ACTION MAY BE NECESSARY. FINANCIAL IMPLICATIONS: COST OF QUERY

PERSONNEL

03.27

- CLASSIFIED PERSONNEL -

Discipline, Suspension and Dismissal of Classified Employees

DISCIPLINARY OPTIONS

Classified employees may be subject to the following actions, to include, but not be limited to:

1. Verbal warning or reprimand by Superintendent/designee
2. Written warning or reprimand by Superintendent/designee
3. Probation imposed by Superintendent/designee
4. Reassignment (temporary or permanent) by Superintendent
5. Suspension without pay by Superintendent
6. Nonrenewal of contract by Superintendent
7. Dismissal (termination of contract) by Superintendent

This listing does not require that the options be invoked in progressive order. Any option may be invoked based on the severity of the disciplinary issue and all applicable facts and circumstances.

Classified employees may be terminated or suspended with or without pay only by the Superintendent who, at the first meeting following the actions, shall notify the Board of same. Such notification shall be recorded in the Board minutes. No personnel actions shall be effective prior to receipt of written notice of the action by the affected employee from the Superintendent.

An employee may be suspended from duty without pay for the remainder of the work day by the immediate supervisor when drugs, alcohol, and/or the safety of students or staff are involved.

An employee shall be placed on administrative leave with pay only when the Superintendent determines there is a justifiable need to protect the safety of students and staff or to prevent significant disruption of the workplace and/or educational process. The period of administrative leave with pay shall not exceed the time needed to determine whether the employee is to return to active service or face disciplinary action. However, placement on administrative leave with pay shall not exceed twenty (20) working days. If circumstances arise that require an investigation or other proceedings that may extend beyond twenty (20) days, the Superintendent may lengthen the period of leave.

Employees placed on administrative leave with pay with pay shall remain available for immediate recall to active service.

The Superintendent shall see that documentation to support the grounds for administrative leave with pay is provided to the employee and retained on file in the District.

Discipline, Suspension and Dismissal of Classified Employees**CAUSES FOR ACTION**

Any classified employee may be subject to appropriate disciplinary or job action for one (1) or more of the following reasons:

1. Dishonesty, neglect of duty, incompetence, inefficiency or insubordination.
2. Reporting to work under the influence of, or illegal use of, or possession of alcohol or controlled substances while on duty, as set out in Policy 03.23251.
3. Unsatisfactory evaluation of any factor on the employee's performance evaluation report.
4. Repeated unexcused absence, tardiness, absence without notification or abuse of, or misrepresentation concerning, sick leave.
5. Job abandonment: An employee who fails, refuses, or is unable to return to work after the exhaustion of any authorized leave may be terminated unless the employee is granted additional leave by the Board.
6. Violation of or refusal to obey local policies or state regulations adopted by the Kentucky Board of Education or by the Board.
7. Failure to notify the Superintendent if the classified employee has been found by the Cabinet for Health and Family Services to have abused or neglected a child, and if the employee has waived the right to appeal such a substantiated finding or the finding has been upheld upon appeal.
8. Violation of or refusal to obey administrative procedures or directives from the Superintendent or a supervisor.
9. Refusal to comply with safety directives.
10. Falsifying information supplied to the District including information on application forms, absence reports, or any other information.
11. Violation of local policy, state, or federal statutes or regulations that apply to assigned duties.
12. Conviction of a violent crime or a sex crime as defined in KRS 17.165.
13. Immorality or other unprofessional conduct.
14. Violation of a provision of his/her classified contract.
15. Loss of licensure or certification required for the position; failure to provide cooperation or consents necessary to serve or continue serving in positions requiring licensure; or being disqualified from serving in a licensed position based on information obtained by the District from the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol electronic "Clearinghouse" or otherwise.
16. Failure to maintain the confidentiality of information about students or staff obtained in the course of employment, unless disclosure serves a legitimate job-related purpose or is required by law.
17. Engaging in any sexually related behavior with a student with or without consent, including, but not limited to, behavior such as sexual jokes; sexual remarks; sexual kidding or teasing; sexual innuendo; pressure for dates or sexual favors; inappropriate physical touching, kissing, or grabbing; rape, threats of physical harm; and sexual assault.

Discipline, Suspension and Dismissal of Classified Employees**CAUSES FOR ACTION (CONTINUED)**

18. Physical or mental disability, consistent with applicable laws protecting employees with disabilities.¹

DUE PROCESS PROVISIONS (SUSPENSION WITHOUT PAY/TERMINATION)

The employee shall be given notification of the specific charges against him/her by his/her supervisor and an opportunity to deny the charges.

The Superintendent shall develop procedures to implement due process provisions.

OTHER DISCIPLINARY ACTIONS

When charges result in disciplinary actions other than termination or suspension without pay and employees wish to contest the charges, they may submit a written response, which shall be placed in their file along with the written charges.

REFERENCES:

¹Americans with Disabilities Act
42 U.S.C. § 12111 et seq.
[49 C.F.R. § 382.701; 49 C.F.R. § 382.703](#)
KRS Chapter 344
KRS 160.380; KRS 160.390; KRS 161.011
OAG 92-135, OAG 96-3; OAG 05-006
Consolidated Omnibus Budget Reconciliation Act

RELATED POLICIES:

03.212; 03.23251; 03.26; 03.271; 03.2711
06.221; 07.162; 09.14; 09.42811

LEGAL: SB 8 CHANGES THE ACTIVE SHOOTER TRAINING REQUIREMENT TO PROVIDED OR PREPARED BY THE KY DEPARTMENT OF CRIMINAL JUSTICE TRAINING IN COLLABORATION WITH KDE INSTEAD OF PROVIDED OR PREPARED BY KDE.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.29

- CLASSIFIED PERSONNEL -

Staff Development

At the direction of the Superintendent, the designated administrator shall develop and implement the Board-approved program of continuing staff development/training for all classified employees.

ACTIVE SHOOTER SITUATIONS

By November 1, annually, a minimum of one (1) hour of training on how to respond to an active shooter situation shall be required for all District employees with job duties requiring direct contact with students. The training shall be provided either in person, by live streaming, or via a video recording prepared by the [Kentucky Department of Criminal Justice Training](#) ~~Kentucky Department of Education~~ in collaboration with the Kentucky Law Enforcement Council, ~~the Kentucky Department of Education~~, and the Center for School Safety and may be included in the four (4) days of professional development under KRS 158.070. When a staff member subject to the training requirements of this subsection is initially hired after the training has been provided for the school year, the District shall provide materials on how to respond to an active shooter situation.

REFERENCES:

KRS 156.095; KRS 158.070
P. L. 114-95, (Every Student Succeeds Act of 2015)
34 C.F.R. 200.58

LEGAL: SB 79 AMENDS KRS 160.380 REPLACING "SUBSTANTIATED" FINDING OF CHILD ABUSE OR NEGLECT WITH "ADMINISTRATIVE" FINDING OF CHILD ABUSE OR NEGLECT.
FINANCIAL IMPLICATIONS: COST OF PRINTING NEW APPLICATIONS AND STAFF TIME TO TRACK THE STATUS IF REPORT INDICATES SUBSTANTIATED FINDING IS ON APPEAL

PERSONNEL

03.4

Substitute Teachers

QUALIFICATIONS

All substitute teachers shall meet background records check requirements (including a letter from the Cabinet for Health and Family Services ~~provided by the individual documenting~~ stating that the individual does not have an administrative ~~there are no findings of substantiated~~ child abuse or neglect ~~in~~ on records maintained by the Cabinet) and medical examination requirements as specified in policies 03.11 and 03.111. In addition, substitutes serving in a position on a long-term/extended basis (more than twenty (20) days) must meet all certification requirements established by the Education Professional Standards Board.

Link to DPP-156 Central Registry Check and more information on the required CAN check Cabinet Letter:

<http://manuals.sp.chfs.ky.gov/chapter30/33/Pages/3013RequestfromthePublicforCANCChecksandCentralRegistryChecks.aspx>

SUBSTITUTE LIST

The Superintendent or designee shall maintain a list of qualified substitute teachers. The Superintendent or designee shall engage substitutes from this list.

RETIRED TEACHERS

Retired teachers may be reemployed as a part-time, temporary or substitute teacher in keeping with requirements of the Teacher's Retirement System.

HOURS OF DUTY

Substitute teachers shall observe the same hours of duty as the regular teacher.

Substitute teachers shall follow daily lesson plans as outlined by the regular teacher and leave a written record of the work completed during their length of duty.

SUBSTITUTE SALARY AND PAYMENT SCHEDULE

Substitutes shall be paid on a per diem basis according to the salary schedule approved by the Board. The salary schedule may reflect adjustments for long-term/continuous assignment substitutes.

Payment shall be made on the next scheduled payday for substitutes.

EMPLOYMENT NOTIFICATION

Substitute teachers on the District's substitute list shall be notified in writing by April 30 of each year as to whether they have reasonable assurance of continued employment for the following school year.

Nonrenewal of substitute teachers on limited contracts shall be made in compliance with the requirements of KRS 161.750.

REFERENCES:

KRS 17.160; KRS 17.165; KRS 156.106; KRS 160.380; KRS 161.605; KRS 161.611
16 KAR 2:030; 16 KAR 2:120; 102 KAR 1:030
702 KAR 1:035; 702 KAR 3:075
OAG 69-296

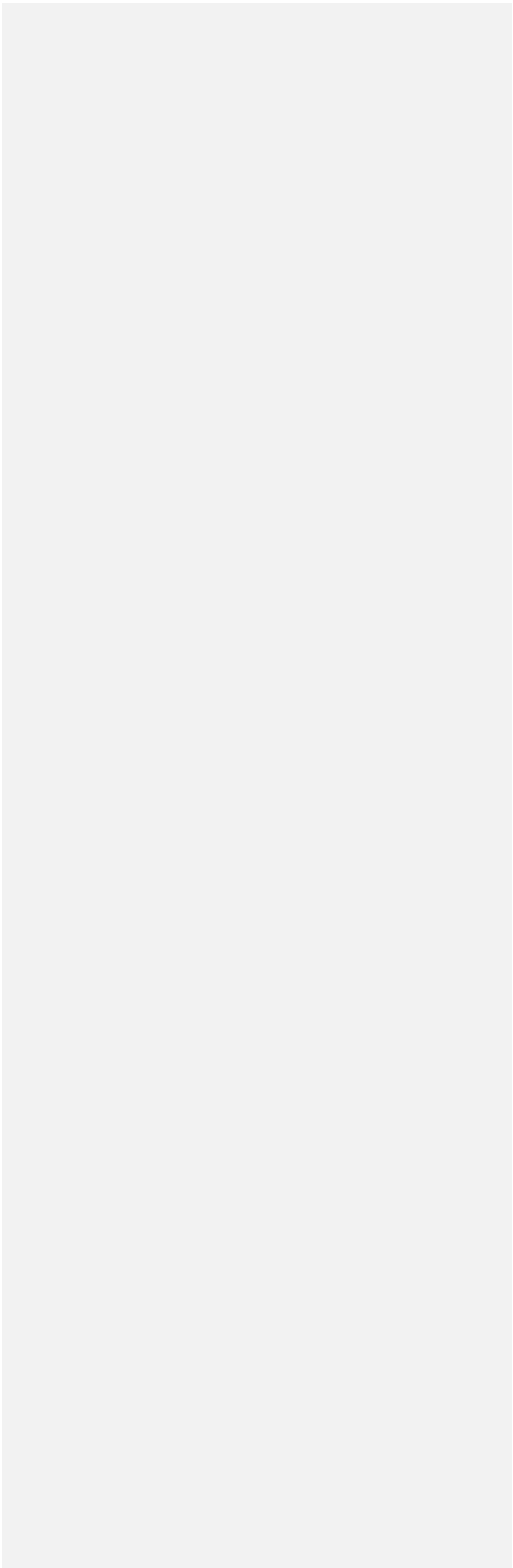
PERSONNEL

03.4
(CONTINUED)

Substitute Teachers

RELATED POLICIES:

03.11; 03.111; 03.121



LEGAL: HB 352 (2020-2021 BUDGET BILL) INCLUDES AN EXCEPTION FOR A WORKING BUDGET WITH A MINIMUM RESERVE OF LESS THAN 2%. THIS EXPIRES JUNE 30, 2021.
FINANCIAL IMPLICATIONS: EXCEPTION TO THE MINIMUM RESERVE

FISCAL MANAGEMENT

04.1

Budget Planning and Adoption

PLANNING

The Superintendent shall establish procedures to provide for community and professional input in the development of recommendations to be considered for the District budget. These procedures shall include a process to identify and prioritize recommendations for establishing District goals and financial priorities.

PREPARATION OF BUDGETS

As part of the annual budget process, the Board shall determine priorities to guide the Superintendent in developing draft budgets for the next fiscal year. Prior to the Board setting budget priorities, the Superintendent shall provide the Board with the estimated amounts that will be received from available sources, including tax rate(s) necessary to generate such amounts. In setting budget priorities, the Board shall consider the following:

1. Results of the current needs assessment, recommendations resulting from that process, and current District/school improvement and/or long-range plans.
2. Revenue projections for the coming year.

After receiving the Board's budget priorities, the Superintendent shall prepare for Board consideration and action proposed District budgets for all active MUNIS fund accounts. Budgets shall address the educational needs of the District as reflected by priorities established by the Board and shall show the amount of money needed and source of funds for the upcoming school year.

Each year, school councils shall review the budgets for all categorical programs and provide comments to the Board prior to the adoption of the budgets.

The Superintendent shall have the responsibility to assure that procedures are established for budget control and reporting throughout the District.

NEW/ADDITIONAL BUDGET ALLOCATIONS

No new discretionary programs or new/additional budget allocations shall be made without prior written documentation, for presentation to the Superintendent/designee/Board of the following information:

1. Statement of measurable goal(s)/objective(s) relative to improved District operations, including direct indicators of student academic performance;
2. Description of how the goal(s)/objective(s) will be measured and tracked over time;
3. Implementation and accountability check timelines;
4. Responsibility for the program; and
5. Impact on staffing, facilities, and other District programs.

Budget Planning and Adoption**BUDGET TRANSFERS**

Once a Working Budget has been approved by the Board in September, budget transfers within the general fund, in excess of \$100,000 between function codes shall be reported monthly to the Board for informational purposes. The reporting period shall be from October 1st through June 30th of each year, with the first report being provided to the Board in November for the month of October. In addition, any budgetary transfers between funds, regardless of the dollar amount, shall be reported to the Board during this same period.

BUDGET DEFICIT PROHIBITED

The Superintendent shall not recommend and a Board member shall not knowingly vote for an expenditure in excess of the revenue and income of any year as shown by the approved budget.

TIMELINE

On or before January 31, the Board shall formally and publicly examine a detailed estimate of revenues and proposed expenditures by line item for the following fiscal year. On or before May 30, the Board shall adopt a tentative working budget which includes a minimum reserve of two percent (2%) of the total budget. During the ~~2020-2021~~ ~~2018-19~~ and ~~2019-2020~~ school years, the District may adopt, and the Kentucky Board of Education may approve, a working budget that includes a minimum reserve less than two percent (2%) of the total budget.

Within thirty (30) days of receipt of the District's certified property assessment data and maximum permissible tax rates from the Department of Education, the District upon authorization by the Board shall levy tax rates for the District and forward them to the Kentucky Board of Education for approval or disapproval. The Fayette County Board of Education shall adopt a close estimate or working budget for the District by September 30.

REFERENCES:

KRS 156.160; KRS 157.330; KRS 157.350; KRS 157.360
KRS 157.440; KRS 160.370; KRS 160.390
KRS 160.460; KRS 160.470; KRS 160.530; KRS 160.550; KRS 424.250;
~~2020-2021~~ Budget Bill (~~HB 352~~)
702 KAR 3:100; 702 KAR 3:110; 702 KAR 3:246; OAG 67-510

RELATED POLICIES:

01.11; 02.4242; 02.4331; 04.91; 08.5

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LEGAL: REQUIREMENTS FOR BOOSTER CLUBS AND SCHOOL ACTIVITY FUNDS HAVE BEEN UPDATED IN THE REVISED ACCOUNTING PROCEDURES FOR KENTUCKY SCHOOL ACTIVITY FUNDS (REDBOOK) ISSUED BY THE KENTUCKY DEPARTMENT OF EDUCATION, WHICH WENT INTO EFFECT AUGUST 2019. THE BOARD HAS DISCRETION DETERMINING DONATION VALUE TO BE RETAINED AT SCHOOL LEVEL.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

FISCAL MANAGEMENT

04.312

School Activity Funds

School activity funds may be expended for purposes which contribute generally to the benefit of the students, provided expenditures are consistent with requirements set out in Accounting Procedures for Kentucky School Activity Funds (Redbook). Based on a schedule developed by the Superintendent, the Board shall review the status of school activity funds at least twice each fiscal year.

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UNIFORM ACCOUNTING

All personnel shall comply with the uniform financial accounting system¹ and activity fund accounting procedures set out in Kentucky Administrative Regulation,² including but not limited to the Model Procurement Code.

TWO SIGNATURES REQUIRED

The Principal, or school councils in SBDM schools, shall be responsible for the manner in which accounts are kept and preserved. Two (2) signatures shall be required on each check drawn against school activity funds, neither of which may be a signature stamp. The two (2) signatures shall be the manual signatures of the Principal/designee and the school bookkeeper.

PURCHASE ORDERS

Activity funds may only be expended as authorized in the Accounting Procedures for Kentucky School Activity Funds.

Activity fund purchases must be supported by a properly executed purchase request and authorization for payment by the Principal.

Because no school activity fund is permitted to end the fiscal year with a deficit balance, the school shall not expend or commit to expend any activity fund in excess of revenue received (including verified carry forward from the previous year) for the fiscal year. Should this occur, the employee(s) responsible shall be subject to appropriate disciplinary action, and the Superintendent may require the school/council to present for Board approval a plan for reimbursement of any deficit amount.

FINANCIAL REPORTS/BUDGETS

Each month the Principal shall provide the District Finance Officer with a financial report for activity fund accounts, which shall include the amount of school activity funds raised by the school and by each school group. On or before July 25, following the end of the fiscal year, the Principal shall submit to the District Finance Officer an annual financial report for those accounts.

The Principal shall submit a tentative Form F-SA-3 (Principal's Combining Budget), along with Form F-SA-4A (Individual Activity Account Budget Worksheet), for each item listed on Form F-SA-3 to the Department of Financial Services by May 15 for the upcoming school year. The Principal shall submit a final Form F-SA-3 with accompanying Forms F-SA-4A within thirty (30) days after the school year begins to the Department of Financial Services.

School Activity Funds**DEFINITION OF SCHOOL ACTIVITY FUNDS**

School Activity funds refer to all school funds including funds derived from fund-raising activities and Board approved fees sponsored under the auspices of the school by student clubs or student organizations. Funds raised or received by organizations that do not come under the direct supervision of school authorities shall not be considered school activity funds.¹³

DEFINITION OF DISTRICT ACTIVITY FUNDS

Non-student generated funds collected at the school level to be used for operating costs. Operating costs are the expenses which are related to the operation of a District, or to the operation of a device, component, or a piece of equipment or facility. They are the cost or resources used by a District just to maintain its existence.¹

Funds carry over at year end subject to board policy.

DONATIONS

With the Principal's approval, schools may receive donations, including gifts of personal property, for the benefit of the school or for the students of the school, that are valued at an amount as determined by the Board in Policy 04.61 and hold and use as requested. Donations valued at more than that amount must be approved by the Board.

Donations specifically for instructional materials or operating expenses must be sent to the District as District Activity Funds.

Donations valued at \$250 or more require a Donation Acceptance Form be completed.

A listing of all donations shall be submitted to the Board at the end of each fiscal year.

AUDIT OF FUNDS

All activity funds shall be audited annually by a certified public accountant. All audit reports shall be reviewed and appropriate action taken as required by Kentucky Administrative Regulation.¹

SUPPORT/BOOSTER CLUBS

Parent-teacher associations and booster club funds are not subject to deposit and accounting procedures as school activity funds.³ However, each year the Principal shall be provided the following from all support/booster club organizations as required by state activity fund accounting procedures:

1. Within the first thirty (30) days of the school year or within thirty (30) days of the first transaction for the group:
 - a. Names of club officers and their Federal Employer Identification Number (FEIN) at the beginning of the school year or within 30 days of the first transaction of the organization;
 - b. Federal tax exempt number; and
 - c. A copy of the annual budget.
2. An annual financial report by July ~~25~~¹⁵ for the year ending June 30 reporting receipts, expenditures, and beginning and ending balances;¹ and

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School Activity Funds**SUPPORT/BOOSTER CLUBS (CONTINUED)**

3. All other information required by Accounting Procedures for Kentucky School Activity Funds.

The Principal shall forward the report to the Superintendent.

External support/booster organization officers are solely responsible for ensuring that their group is in compliance with District policies, external support/booster organization guidelines in the Redbook, and state and federal regulations. The District, including any District employee, shall not be held responsible for any deficiencies by the external support/booster organization.

All ~~support/booster organizations~~ ~~groups~~ wishing to work with or on behalf of the District's schools shall comply with the following:

- Adhere to applicable state and federal laws, including taxable income reporting requirements, when conducting fund-raising activities to benefit the school or District; and
- Conduct fund-raising activities to benefit the entire group and not permit credit to be earned through fund-raising for an individual student ~~in lieu of participation fees or related activity costs.~~

Each year the Superintendent shall report to the Board when all ~~support/booster organizations~~ have been informed of requirements from the Accounting Procedures for Kentucky School Activity Funds that apply to them.

External support/booster organizations shall obtain prior Board approval to establish and lend support, seek assistance, and/or raise funds in the name of the District or school or students or a District or school program.

All funds expended by a support/booster organization shall be from their fund-raising activities and donations. No dues, fees, or charges shall be assessed to students or parents, except for the PTA forwarding membership fees to national/state/district/local chapters.

External support/booster organizations cannot reimburse District employees for personal and booster club purchases.

Although they may be general members, Board members and employees shall not serve as the treasurer or any other officer with check-signing authority on a bank account for an external support/booster organization. Employees may serve as a member of the executive board of an organization.

FUND-RAISING PROJECTS

Schoolwide fund-raising projects must be approved by the Board.⁴

Proof of general liability insurance for external support/booster organizations must be submitted to the Principal prior to commencing any fund-raising activities.

All fund-raising activities conducted by school-sponsored groups, and/or school staff shall be for the benefit of the entire school or group.

FISCAL MANAGEMENT

04.312
(CONTINUED)

School Activity Funds

REFERENCES:

¹702 KAR 3:130; Accounting Procedures for Kentucky School Activity Funds

²702 KAR 3:120

³OAG 79-556

⁴KRS 158.290

KRS 139.497; KRS 156.070; KRS 160.290; KRS 160.340

RELATED POLICIES:

04.61: 09.33

LEGAL: SB 8 REMOVES THE REQUIREMENT THAT A DISTRICT SCHOOL SAFETY COORDINATOR BE A DISTRICT LEVEL ADMINISTRATOR. IT ALSO ADDS EXCEPTIONS FOR WHEN CLASSROOM DOORS ARE TO BE LOCKED.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

SCHOOL FACILITIES

05.4

Safety

BOARD TO ADOPT PLAN

The Board shall adopt a plan for immediate and long-term strategies to address school safety and discipline, which shall be reviewed annually and revised, as needed. This plan shall utilize information gathered from school and District assessments of school safety and student discipline required by law and shall include the Board's code of acceptable behavior and discipline and a description of instructional placement options for threatening or violent students. The committee that develops the plan for Board consideration shall consist of school staff, students, parents, and key agencies in the community, such as law enforcement, courts, local prosecutors, etc.

The plan shall identify measures to be taken in protecting students, staff, visitors, and property. Areas addressed by the plan shall include, but not be limited to, the following:

1. Employment practices and employee management;
2. School facility design, maintenance and usage;
3. Safety and security procedures, orientation and training in use and management of equipment and facilities;
4. Supervision of students;
5. Compliance with state and federal safety requirements;
6. Annual reports to the Board concerning implementation of the plan and its effects on District students, personnel and operations.
7. Emergency/crisis intervention;
8. Community involvement.

DISTRICT SCHOOL SAFETY COORDINATOR

The Superintendent shall appoint an individual a District level school administrator to serve as the District's School Safety Coordinator (SSC) and primary point of contact for public school safety and security functions.¹ The SSC shall:

1. Complete the school safety coordinator training program developed by the Center for School Safety within six (6) months of his or her date of appointment;
2. Designate a school safety and security threat assessment team at each school in the District consisting of two (2) or more staff members to identify and respond to students exhibiting behavior that indicates a potential threat to school safety or security. Members of a threat assessment team may include school administrators, school counselors, school resource officers, school-based mental health services providers, teachers, and other school personnel;
3. Provide training to school Principals on procedures for completion of the school security risk assessment;
4. Review all school security risk assessments completed within the District and prescribe recommendations as needed in consultation with the state school security marshal;

Safety**DISTRICT SCHOOL SAFETY COORDINATOR (CONTINUED)**

5. Advise the Superintendent by July 1, 2021, and annually thereafter of completion of required security risk assessments;
6. Formulate recommended policies and procedures, which shall be excluded from the application of KRS 61.870 to KRS 61.884, for an all-hazards approach including conducting emergency response drills for hostage, active shooter, and building lockdown situations in consultation and coordination with appropriate public safety agencies to include but not be limited to fire, police, and emergency medical services for review and adoption as part of the school emergency plan required by KRS 158.162. The recommended policies shall encourage the involvement of students, as appropriate, in the development of the school's emergency plan; and
7. Ensure each school campus is toured at least once per school year, in consultation and coordination with appropriate public safety agencies, to review policies and procedures and provide recommendations related to school safety and security.

The SSC, and any school employees participating in the activities of a School Safety and Security Threat Assessment Team, acting in good faith upon reasonable cause in the identification of students, shall be immune from any civil or criminal liability that might otherwise be incurred or imposed from:

- a. Identifying the student and implementing a response pursuant to policies and procedures adopted as required above; or
- b. Participating in any judicial proceeding that results from the identification.

SUPERINTENDENT TO REPORT

No later than November 1 of each year, the Superintendent shall report to the Center for School Safety the number and placement of School Resource Officers (SROs) in the District. The report shall include the source of funding and method of employment for each position.

SCHOOL EMERGENCY PLANNING

The school council or, if none exists, the Principal shall adopt an emergency plan for the school that shall include procedures to be followed in cases of fire, severe weather, earthquake or a building lockdown as defined in KRS 158.164. A copy of the emergency plan, including a diagram of the facilities shall be given to first responders, including local fire, police, and emergency medical personnel.

Following the end of each school year, the school council, or if none exists, the Principal, and first responders shall review the emergency plan and revise it as needed.

The school emergency plan shall address staff responsibilities for safely evacuating students needing special assistance during safety drills and actual emergency situations, including students with disabilities and those with 504 plans. The Principal shall discuss the emergency plan with all school staff prior to the first instructional day annually and shall document the date and time.

Whenever possible, first responders shall be invited to observe emergency response drills.

Safety**SCHOOL EMERGENCY PLANNING (CONTINUED)**

In addition, the school council or, if none exists, the Principal shall:

1. Establish and post primary and secondary evacuation routes in each room by any doorway used for evacuation;
2. Identify the best available severe weather safe zones, in consultation with local and state safety officials and informed by guiding principles set forth by the National Weather Service and the Federal Emergency Management Agency, and post the location of the safe zones in each room;
3. Develop school procedures to follow during an earthquake; and
4. Develop and adhere to practices to control access to the school. As soon as practicable but no later than July 1, 2022, practices shall include but not be limited to:
 - Controlling outside access to exterior doors during the school day;
 - Controlling the main entrance of the school with electronically locking doors, a camera, and an intercom system;
 - Controlling access to individual classrooms;
 - Requiring classroom doors to be equipped with hardware that allows the door to be locked from the outside but opened from the inside;
 - Requiring classroom doors to remain closed and locked during instructional time, except in instances when only one (1) student and one (1) adult are in the classroom or when approved in writing by the State School Security Marshal;
 - Requiring classroom doors with windows to be equipped with material to quickly cover the window during a building lockdown;
 - Requiring all visitors to report to the front office of the building, provide valid identification, and state the purpose of the visit; and
 - Providing a visitor's badge to be visibly displayed on a visitor's outer garment.

No later than November 1 of each school year, the Superintendent shall send verification to the Kentucky Department of Education that all schools are in compliance with school emergency planning requirements.

PRECAUTIONS

Precautions will be taken for the safety of the students, employees, and visitors.

AED PROGRAM

An Automated External Defibrillator ("AED") is a medical device that may be used for the purpose of saving the life of a person in cardiac arrest. An AED is an external defibrillator capable of cardiac rhythm analysis that will charge and, with or without further operator action, deliver a shock after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia. AEDs are also known as fully or semi-automatic defibrillators.

Safety**AED PROGRAM (CONTINUED)**

In the event the District acquires one or more AEDs, the Superintendent/designee shall establish an AED program. In order to ensure public health and safety, the AED program shall require:

1. Designation of a physician licensed in Kentucky to serve as the program's physician of record ("Medical Advisor"). The Medical Advisor shall:
 - provide medical oversight for the AED program to ensure compliance with requirements for training, maintenance, notification, and communication with the local emergency medical services system,
 - work with each AED site to establish protocols for AED deployment, and
 - conduct a review of each use of an AED.
2. That expected AED users receive American Heart Association or American Red Cross training in CPR and AED use, or an equivalent nationally recognized course in CPR and AED use;
3. That each AED is maintained and tested according to the manufacturer's operational guidelines;
4. That an agent of the local emergency medical services system and the local emergency communications or vehicle dispatch center is notified of the existence, location, and type of each AED acquired; and
5. That any person who renders emergency care or treatment on a person in cardiac arrest by using an AED activates the local emergency medical services system as soon as possible and reports any clinical use of the AED to the physician providing medical oversight of the AED program.

REPORTING

Each employee observing a potential safety or security hazard shall report such hazard in writing to his immediate supervisor who shall cause the situation to be remedied or reported to the proper authority for remedy. Any injury suffered while on the job shall be reported to the Division of Risk Management and Safety.

COMMUNICATION SYSTEM

The Board shall establish a process for a two-way communication system for employees to notify the Principal, supervisor or other administrator of an existing emergency. The process may include, but is not limited to, use of intercoms, telephones, and two-way radios.

EMERGENCY MANAGEMENT PLAN

The Superintendent's designee shall be responsible for the development of a current Emergency Management Plan to cover any local or regional emergency which occurs when schools are in session and the welfare of students, employees and visitors may be in danger. The designee shall review this plan annually and distribute any changes to appropriate personnel.

SCHOOL FACILITIES

05.4
(CONTINUED)

Safety

REFERENCES:

¹KRS 158.4412
KRS 61.870 to KRS 61.884
KRS 158.148; KRS 158.162; KRS 158.164; KRS 158.445
KRS 160.290; KRS 160.445
KRS 311.667; KRS 411.148

RELATED POLICIES:

02.31; 03.14; 03.24; 05.2; 05.21; 05.41; 05.411; 05.42; 05.45; 05.47; 05.5
09.214; 09.22; 09.221; 09.4 (entire section); 10.5

LEGAL: SB 8 ADDS A FIREARM REQUIREMENT FOR SCHOOL RESOURCE OFFICERS.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

SCHOOL FACILITIES

05.48

Weapons

This policy applies to students, staff members, and visitors to the school.

WEAPONS PROHIBITED

Except where expressly and specifically permitted by Kentucky Revised Statute, the carrying, bringing, using, or possessing any weapon or dangerous instrument in any school building, on school grounds, in any school vehicle, at any school-sponsored activity, or on the way to and from school is prohibited.

Violation of this policy by staff members shall constitute reason for disciplinary action, including possible termination.

Violation of this policy by students shall require that the Principal immediately make a report to the Superintendent. The Superintendent shall refer students in possession of a deadly weapon to the Board for expulsion. The Superintendent shall determine if charges for expulsion from the District schools should be filed under Policy 09.435 and the Student Code of Conduct for students in possession of other weapons. In addition, when they have reasonable belief that a violation has taken place, principals shall immediately report to law enforcement officials when an act has occurred on school property or at a school-sponsored function that involves student possession of a firearm in violation of the law or assault involving the use of a weapon.

Violations by visitors shall be reported to a law enforcement agency.

Exceptions:

- Each School Resource Officer (SRO) shall be armed with a firearm, notwithstanding any provision of local board policy, local school council policy, or memorandum of agreement.²
- An exception may be made for students participating in an authorized curricular or extracurricular activity or team involving the use of firearms and to those persons listed in KRS 527.070.
- An exception may be made for staff members in possession of ordinary pocket knives or knives authorized by the Superintendent.
- Law enforcement officials, including peace officers and police as provided in KRS 527.070 and KRS 527.020, are authorized to bring weapons onto school property in performance of their duties.

FEDERAL AND STATE REQUIREMENTS REGARDING STUDENTS

The penalty for students possessing a firearm at school or bringing a firearm, other deadly weapon, destructive device, or booby trap device to school or onto the school campus/property under jurisdiction of the District shall be expulsion for a minimum of twelve (12) months under Policy 09.435. However, the Board may modify such expulsions on a case-by case basis. Any case-by-case modification of the one (1)-year expulsion requirement, including those made for students with disabilities to meet the requirements of IDEA and Section 504, shall be in writing and may be based upon a recommendation of the Superintendent/designee.¹

Any student who possesses a firearm at school or brings to school a firearm or other deadly weapon, destructive device, or booby trap device shall be referred to the criminal justice or juvenile justice system.

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Weapons**STATE POSTING REQUIREMENTS**

The Superintendent shall post the following notice in prominent locations in the schools, including, but not limited to, sports arenas, gymnasiums, stadiums, and cafeterias. The notice shall be at least six (6) inches high and fourteen (14) inches wide and shall state:

UNLAWFUL POSSESSION OF A WEAPON ON SCHOOL PROPERTY IN KENTUCKY IS A FELONY PUNISHABLE BY A MAXIMUM OF FIVE (5) YEARS IN PRISON AND A TEN THOUSAND DOLLAR (\$10,000) FINE.¹

The above criminal penalty shall not apply to those persons listed in KRS 527.070 (3).

STATE REPORTING REQUIREMENTS

Employees of the District shall promptly make a report to the local police department, sheriff, or Kentucky State Police and the Division of Law Enforcement, by telephone or otherwise, if they know or have reasonable cause to believe that conduct has occurred which constitutes the carrying, possession, or use of a deadly weapon on the school premises or within one thousand (1,000) feet of school premises, on a school bus, or at a school sponsored or sanctioned event. For state reporting purposes, a deadly weapon shall be defined as:

1. a weapon of mass destruction;
2. any weapon from which a shot, readily capable of producing death or serious physical injury, may be discharged;
3. any knife other than an ordinary pocket knife or hunting knife;
4. billy, nightstick or club;
5. blackjack or slapjack;
6. nunchaku karate sticks;
7. shuriken or death star; or
8. artificial knuckles made from metal, plastic, or other similar hard material.

Employees who receive information from a student or other person regarding conduct required to be reported shall report the conduct in the same manner as stated above.

ENFORCEMENT

In the enforcement of this policy, principals may authorize, if they have reasonable suspicion, searches in compliance with applicable Board policies.

REFERENCES:

¹KRS 527.070; KRS 158.150; 20 U.S.C. §7141 (Gun-Free Schools Act)

²[KRS 158.4414](#)

18 U.S.C. §921(a)

KRS 158.154; KRS 158.155; KRS 160.290; KRS 160.340; KRS 161.790

KRS 237.106; KRS 237.110; KRS 237.138 to KRS 237.142

KRS 500.080; KRS 508.075; KRS 508.078; KRS 527.020

[20 U.S.C. § 1400 et seq.](#) Individuals with Disabilities Education ~~Improvement~~ Act (IDEA) Section 504 of the Rehabilitation Act of 1973, as amended

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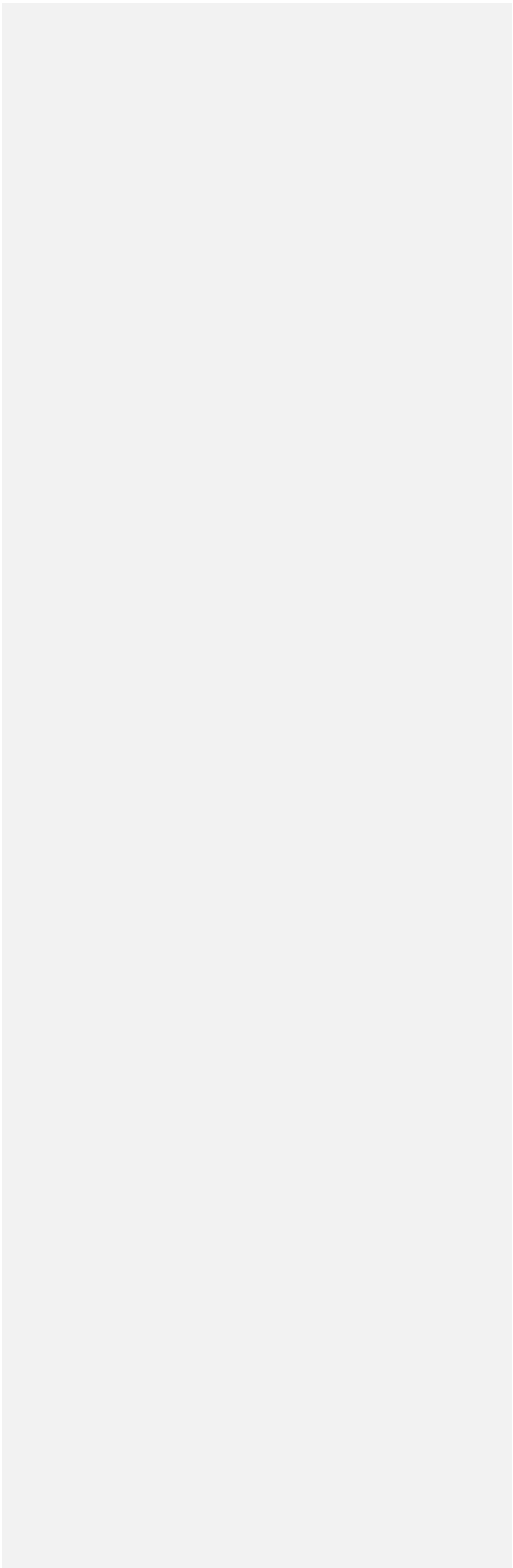
SCHOOL FACILITIES

05.48
(CONTINUED)

Weapons

RELATED POLICIES:

09.435; 09.436; 09.4361



LEGAL: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) REGULATIONS REQUIRE THAT AS OF JANUARY 6, 2020 DISTRICTS ARE TO COMPLY WITH FEDERAL BUS DRIVER "CLEARINGHOUSE" RULES REQUIRING CHECKS ON APPLICANTS, ANNUAL CHECKS ON CURRENT DRIVERS, INFORMING DRIVERS OF REPORTABLE CONDUCT, AND REPORTING OF DISQUALIFYING INCIDENTS TO THE FMCSA DATABASE.

FINANCIAL IMPLICATIONS: COST OF CLEARINGHOUSE CHECKS

TRANSPORTATION

06.221

Bus Drivers' Use of Tobacco, Drugs and Alcohol

(Including all CDL holders)

TOBACCO, ALTERNATIVE NICOTINE, OR VAPOR PRODUCTS

The use of any tobacco product, alternative nicotine product, or vapor product as defined in KRS 438.305 is prohibited for all persons and at all times on or in all property, including any vehicle, that is owned, operated, leased, or contracted for use by the Board and while attending or participating in any school-related student trip or student activity and is in the presence of a student or students.¹

Adequate notice shall be provided to students, parents and guardians, school employees, and the general public.

Signage shall be posted on or in all property, including any vehicle that is owned, operated, leased, or contracted for use by the Board, clearly stating that the use of all such products is prohibited at all times and by all persons on or in the property.

School employees shall enforce the policy.

OTHER SUBSTANCES

Employees of the District shall not operate a District-owned motor vehicle while under the influence of alcohol or any other substance which may impair their ability to safely operate the vehicle. Employees found to be under the influence of such substance, while in a duty status, may be suspended pending further disciplinary action.

School bus drivers convicted of any violation of laws related to illegal substances, or for use of intoxicants at any time that may impair the safe operation of a vehicle, shall be immediately suspended from duty pending termination proceedings.

DEFINITIONS

The following definitions apply for purposes of drug and alcohol testing required by federal and state law:

"Drugs" refers to controlled substances as prohibited by the Omnibus Act, including, but not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

"Alcohol" refers to the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including but not limited to, methyl and isopropyl. Alcohol use includes the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

USE PROHIBITED

All employees subject to commercial driver's license (CDL) requirements shall be prohibited from:

1. The use of any drugs, that may affect the employee's ability to safely drive a school bus or perform other job responsibilities;

Bus Drivers' Use of Tobacco, Drugs and Alcohol**USE PROHIBITED (CONTINUED)**

2. The use of alcohol:
 - a. While on duty;
 - b. Four (4) hours before driving;
 - c. Eight (8) hours following an accident; or
 - d. Consumption at any time resulting in alcohol in the system while on duty.

REQUIRED REPORTS

- Drivers taking medication either by prescription or without prescription shall report to the immediate supervisor and shall not drive if that medication may affect the driver's ability to safely drive a school bus or perform other driver responsibilities.²
- Drivers shall immediately report to the Superintendent or designee any traffic violation specified in Kentucky Administration Regulation:²
 1. Revocation of driver's license;
 2. Conviction for DUI/DWI;
 3. Conviction for reckless driving; or
 4. Citation for any moving motor vehicle violation including DUI/DWI and reckless driving.

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE

The Clearinghouse is a secure online database that gives employers, the FMCSA, State Driver Licensing Agencies (SDLAs), and State law enforcement personnel real-time information about commercial driver's license (CDL) and commercial learner's permit (CLP) holders' drug and alcohol program violations. The Clearinghouse enables employers to identify drivers who commit a drug and alcohol program violation while working for one employer, but who fail to subsequently inform another employer (as required by current regulations).

<https://www.fmcsa.dot.gov/>

The District must not employ a driver subject to controlled substances and alcohol testing to perform a safety-sensitive function without first conducting a pre-employment query of the Clearinghouse to obtain information about whether the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test in violation of law; or that an employer has reported actual knowledge, as defined by federal regulation, that the driver used alcohol on duty, used alcohol before duty, used alcohol following an accident, or used a controlled substance, in violation of federal regulations.

The District must conduct a query of the Clearinghouse at least once per year for information for all CDL drivers subject to controlled substance and alcohol testing to determine whether information exists in the Clearinghouse about those employees. The District shall not allow a driver to perform any safety-sensitive function if the results of a Clearinghouse query on the driver demonstrate a disqualification as provided by regulation and described above and such driver may be subject to personnel action up to and including termination.

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Bus Drivers' Use of Tobacco, Drugs and Alcohol**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE (CONTINUED)**

Reporting of the following information on individual drivers to the federal Clearinghouse is required: verified positive, adulterated, or substituted test results; confirmed alcohol tests at .04 or higher; refusal to submit to required tests; the reporting of actual knowledge (as defined by federal regulation) of Department of Transportation (DOT) regulatory violations, including violations based on prohibited on duty, pre-duty, or post-accident alcohol use and controlled substance use; and regulatory return to duty and follow-up testing information as applicable.

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TESTING

All covered applicants and employees shall be subject to pre-employment testing (controlled substances only), and reasonable suspicion, random and post-accident testing for drugs and alcohol. Return-to-duty and follow-up testing shall also be required.

All offers of employment with the District shall be made contingent upon testing results. An applicant who tests positive shall not be employed.

Current employees who test positive shall be subject to immediate disciplinary action up to and including dismissal in accordance with Board policy and administrative procedures. A school bus driver, substitute driver, school bus mechanic or anyone performing safety-sensitive pupil transportation duties who tests 0.02 percent or higher on the confirmation alcohol test immediately before, during, or immediately following the performance of these duties shall be relieved of these duties immediately. (Drivers found under the influence of alcohol or any illegal drugs while on duty or with remaining driving responsibilities that same day shall be dismissed from employment in accordance with Kentucky Administrative Regulation and Board policy and shall not be eligible for reemployment.)

Employees who test positive shall be notified of referral services. Additionally, employees shall be subject to CDL prohibitions and penalties under the Omnibus Act and applicable Federal Motor Carrier Safety Regulations.

Applicants who refuse drug and alcohol testing shall be terminated immediately from employment consideration. Current employees who refuse to comply with testing requirements will be regarded as insubordinate and shall be subject to disciplinary action, up to and including dismissal.

Refusal to submit to an alcohol or controlled substance test means that the individual demonstrated noncompliance, including but not limited to the following actions:

- Failed to appear for any test within a reasonable period of time as determined by the employer and consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a sample specimen for any required test;
- Failed to provide a sample in an amount sufficient for testing without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;

Bus Drivers' Use of Tobacco, Drugs and Alcohol**TESTING (CONTINUED)**

- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

TESTING COSTS

Pre-employment drug testing costs shall be paid for by the District. All current employee drug and alcohol testing including reasonable suspicion, random and post-accident testing cost shall be paid for by the District.

MATERIALS TO BE PROVIDED

The Superintendent/designee shall distribute educational materials to explain state and federal legal requirements for alcohol and controlled substance testing of CDL drivers and the District's policies and procedures to implement it and answer questions about the materials. Materials shall meet content requirements of state and federal regulations, including information on required reporting to the federal Clearinghouse, and shall be distributed to each driver prior to the start of alcohol and controlled substances testing each year and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle. Each member is required to sign a statement certifying that s/he has received a copy of these materials.

NOTIFICATION OF SUPERINTENDENT/DESIGNEE

Employees of the District whose duties require them to operate a motor vehicle owned or leased by the District shall notify their supervisor immediately of a conviction or guilty plea for any traffic violation (except parking), including violations while operating a privately-owned vehicle.

REFERENCES:

¹KRS 438.050; KRS 438.305; KRS 438.345

²702 KAR 5:080

49 C.F.R. Part 382

49 C.F.R. § 382.701; 49 C.F.R. § 382.703; 49 C.F.R. § 390

Omnibus Employee Testing Act of 1991, Public Law 102-143, Title V

RELATED POLICIES:

03.11; 03.13251; 03.1327; 03.17

03.21; 03.23251; 03.2327; 03.27

09.4232; 10.5

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LEGAL: HB 458 REPEALS KRS 157.270 AND CREATES A NEW SECTION OF KRS CHAPTER 158 AS IT RELATES TO HOME/HOSPITAL INSTRUCTION.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.1312

Home/Hospital Instruction

PURPOSE

Home/hospital instruction provides educational services to students who cannot attend school for extended periods, due to temporary or recurring conditions, including fractures, surgical recuperation, or other physical, health, or mental conditions. An extended period refers to an absence greater than five (5) consecutive school days.

For purposes of KRS 157.360, a student who receives Hhome/hhospital instruction for will be a minimum of two (2) instructional sessionsvisits per week, with a minimum of one (1) hour of instruction per sessionvisit, by a certified teacher provided by the Board, shall equal the student attendingwhich is equivalent to one (1) child's attendance in school for five (5) days in school. An instructional session may be delivered in person, electronically, or through other means established in regulation.⁺ A parent/guardian or responsible adult must be present in the home/hospital room during the time the home/hospital teacher is present or is otherwise delivering instruction.

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ELIGIBILITY

Determination of a student's eligibility and provision of services for home/hospital instruction shall be made in compliance with applicable statutes and regulations. In accordance with KRS 159.030(2), the Board shall require evidence for students exempted from school attendance more than six (6) months. An exemption shall be reviewed annually.

Before granting an exemption for homebound instruction, a signed statement from a licensed physician, psychologist or psychiatrist, or public health official must be submitted verifying the condition of the child that prevents or renders inadvisable attendance at school or application of study for an extended time of five (5) or more consecutive school days.

EXTENDED PLACEMENT

Students exempted from school attendance more than six (6) months shall provide two (2) signed statements of support from health personnel, as permitted by law and Kentucky Administrative Regulation.²¹

An exemption shall be reviewed annually. At any time based on changes in the student's condition, the home/hospital review committee appointed in keeping with the requirements of Kentucky Administrative Regulations shall review the student's placement in home/hospital instruction.¹

In accordance with medical documentation, the home/hospital review committee shall develop a plan and timeline for returning the student to regular classroom instruction, or documentation verifying why a return to the regular school setting is not feasible. More frequent evaluations may be made if deemed necessary.

Home/Hospital Instruction**EXTENDED PLACEMENT (CONTINUED)**

A high school student placed on home/hospital instruction may carry all appropriate credits during the first semester of placement.¹ Classes that require laboratory facilities shall not be taught during home/hospital instruction.¹ Except for students with an Individual Education Plan (IEP) or a 504 plan, the number of credits to be carried during all subsequent semesters of placement shall be determined on a case-by-case basis by the review committee, based on the following criteria:

1. The student's ability to work independently during extended periods without direct assistance.
2. The student's capacity to complete assignments within a reasonable time frame.
3. The likelihood that the student will be able to complete course criteria required for graduation, as required by the Kentucky Academic Standards.
4. When considering the student's condition, should s/he take a full or reduced course load?¹ If a reduced course load is appropriate, the committee shall determine the number of courses to be taken.

Exemptions of students based on these provisions shall be reviewed annually, and the required evidence shall be updated accordingly.

STUDENTS WITH DISABILITIES

Based on documentation of student need, including medical or mental health evaluation information, a student with disabilities may be placed in the home/hospital instructional program if his/her individual education plan (IEP) specifies such placement is the least restrictive environment for providing services. The ARC Chair shall provide written notice of eligibility and documentation to the District Director of Pupil Personnel for purposes of program enrollment.

The Admissions and Release Committee (ARC) or 504 Team shall determine on a case-by-case basis the type and extent of home/hospital services for a student, including the number of credits a student at the secondary level will be permitted to earn while on home/hospital instruction.

REFERENCES:

~~KRS 157.270~~

¹²704 KAR 7:120

KRS 157.360; New Section of KRS 158; KRS 159.030

704 KAR 3:303

707 KAR 1:320; 707 KAR 1:350

20 U.S.C. § 1400 et seq. Individuals with Disabilities Education Improvement Act (IDEA)

Section 504 of the Rehabilitation Act of 1973

34 C.F.R. 104.35

RELATED POLICIES:

09.122; 09.123

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LEGAL: SB 63 AMENDS 158.100 TO ALLOW VIRTUAL HIGH SCHOOL COMPLETION PROGRAMS; GIVES THE BOARD AUTHORITY TO ESTABLISH PROGRAM, OUTLINE ENROLLMENT ELIGIBILITY/GRADUATION REQUIREMENTS, CHARGE STUDENTS TUITION/FEES; REQUIRES ENROLLEES TO BE AT LEAST 21, ESTABLISH SCHOOL REQUIREMENTS FOR ELIGIBILITY; ALLOWS DISTRICT TO CHOOSE BETWEEN REQUIRING COMPLETION OF GRADUATION REQUIREMENTS AT THE TIME OF DROP OUT OR THE REQUIREMENTS IN PLACE CURRENTLY.
FINANCIAL IMPLICATIONS: COST OF PROVIDING INSTRUCTION

CURRICULUM AND INSTRUCTION

08.4

Adult and Community Education

PURPOSES OF PROGRAM

On recommendation of the Director of High Schools, the Board may provide adult and community education programs based upon the needs and interests of the adults and children in the community.

The conduct of adult and community education programs and determination of eligibility for participation in the High School Equivalency Diploma program shall be consistent with requirements established by statutes, regulations promulgated by the Kentucky Board of Education and local Board policy, including, but not limited to, those addressing minimum age requirements and enrollment status.

VIRTUAL HIGH SCHOOL COMPLETION PROGRAMS

The Board may establish a high school completion program consistent with KRS 158.100.¹

USE OF FACILITIES

The Board authorizes the use of school funds for conducting adult and community education sponsored programs and further authorizes the formulation of agreements with governmental and community agencies for operation of the programs.

FEES TO BE CHARGED

The Superintendent shall prepare for Board approval a schedule of fees to be charged.

REFERENCES:

¹KRS 158.100

KRS 158.143

KRS 160.155; KRS 160.156; KRS 160.157

KRS 162.050; KRS 164.0064

OAG 80-78

13 KAR 3:010; 13 KAR 3:050

RELATED POLICIES:

08.113; 09.1223; 09.124

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LEGAL: HB 312 AMENDS KRS 158.140 RELATING TO CHILDREN IN FOSTER CARE TO REQUIRE COLLABORATION BETWEEN CHILD-CARING FACILITIES, CHILD-PLACING AGENCIES, A CHILD'S STATE AGENCY CASEWORKERS, SCHOOL DISTRICTS, AND FOSTER PARENTS TO ENSURE THE EDUCATIONAL STABILITY OF EACH CHILD, AND TO ASSIST ONE ANOTHER WITH MEETING THE EDUCATIONAL NEEDS OF EACH CHILD.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.12

Admissions and Attendance

RESIDENCE DEFINED

Pupils who reside with parents or legal guardians who are residents of the school district or as otherwise provided by state or federal law, shall be considered residents and entitled to the privileges of the District's schools.

All other pupils shall be classified as nonresidents for school purposes.¹

HOMELESS CHILDREN AND UNACCOMPANIED YOUTH

The District shall provide educational and related services to homeless children and youth, including preschool-aged homeless children, and homeless children or youth not in the physical custody of a parent or guardian (unaccompanied youth) in a manner that does not segregate or stigmatize students on the basis of their homeless status.

The District shall provide its schools with guidelines that detail the rights of homeless students and the responsibilities that schools have to meet their needs and eliminate barriers to school attendance. These guidelines shall emphasize the right of homeless students to:

1. Have equal access to all educational programs and services, including transportation, that non-homeless children enjoy;
2. Have access to preschool programs as provided to other children in the District;
3. Continue attending their school of origin, when deemed in the best interest of the child, for the duration of homelessness;
4. Attend regular public school with non-homeless students; and
5. Continue to receive all services for which they are eligible (i.e., special education, gifted and talented, English learner).

The District shall provide transportation to the school of origin for homeless children at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison) if the child continues to live within the area served by the District in which the school of origin is located. If the child locates to a District other than that of his/her school of origin, the districts shall work together to apportion transportation to and from the school of origin and associated costs. If the districts are unable to reach agreement, responsibility and costs for transportation shall be shared equally.

The District shall designate an appropriate staff person to serve as liaison to homeless children and unaccompanied youth. In addition to coordination of McKinney-Vento implementation in the District, the liaison is responsible for:

- "Outreach" to other entities and agencies so that homeless students are identified;
- Providing public notice of the educational rights of homeless children in locations frequented by parents/guardians and unaccompanied youths. This notice is to be in a manner and form that is understandable;²

Admissions and Attendance**HOMELESS CHILDREN AND UNACCOMPANIED YOUTH (CONTINUED)**

- Seeing that school personnel who provide McKinney-Vento Services receive professional development and other support; and
- Ensuring that unaccompanied youths are enrolled in school and receive support to accrue credits and access to higher education.

The District shall inform school personnel, service providers, advocates working with homeless families, parents, guardians and homeless children and unaccompanied youths of the duties of the liaison.

All concerns regarding the education of homeless children and unaccompanied youth shall be referred to the District liaison. If a complaint arises regarding services or placement of homeless children and unaccompanied youth, the dispute resolution procedures as set forth in 704 KAR 7:090 shall apply.

Disputes over eligibility, school selection, or enrollment are to be appealed to the Kentucky Department of Education using the Dispute Resolution for Homeless form located at the link below:

<https://education.ky.gov/federal/progs/txc/Documents/Homeless%20Dispute%20Resolution%20Form.pdf>

The liaison shall provide a copy of the referenced form to the complainant.

The District shall provide services for homeless children and unaccompanied youths with disabilities as required by law.

CHILDREN IN FOSTER CARE

Students in foster care shall have equal access to all educational programs and services, including transportation, which all other students enjoy.

Foster children are to be immediately enrolled in a new school. The District shall collaborate with the Cabinet to ensure immediate and appropriate enrollment of the child and immediately contact the student's previous school for relevant records. The previous school shall provide the new school records ~~maintained~~ within the student information system ~~maintained~~ by the Kentucky Department of Education ~~within by the end of the working day on the day~~ ~~three (3) working days~~ of receipt of a request. If a record provided to the new school is incomplete, the previous school shall provide the completed record within three (3) working days of the original request. Remaining records shall be provided within ten (10) working days of the request.

The Superintendent shall appoint a Foster Care Liaison to coordinate activities relating to the District's provision of services to children placed in foster care, including transportation services, when the District is notified by the Cabinet for Health and Family Services in writing that the Cabinet has designated its foster care point of contact for the District. The Superintendent may appoint the District Foster Care Liaison prior to such notice from the Cabinet.

Children in foster care, including preschool aged children if the District offers a preschool program, shall be eligible to attend their "school of origin" unless a determination is made that it is not in the child's best interest. Such determination will be made in collaboration with the child welfare agency. Dispute resolutions shall be handled by all agencies involved in the determination of the foster child's placement.

When possible, a child exiting the foster care program during the school year shall be allowed to complete the school year in the school of origin.

Admissions and Attendance**BEST INTEREST OF THE CHILD**

Determining the best interest of the child takes into consideration the following factors, including but not limited to:

- The benefits to the child of maintaining educational stability;
- The appropriateness of the current educational setting;
- The child's attachment and meaningful relationships with staff and peers at the current educational setting;
- The influence of the school's climate on the child;
- The safety of the child; and
- The proximity of the placement to the school of origin, and how the length of a commute would impact the child.

Upon the determination that changing a child's school of enrollment is in the best interest of the child, the Cabinet, any applicable child-caring facility, child-placing agency, school, districts, and the child's state agency caseworker shall collaborate to ensure the immediate and appropriate enrollment of the child;

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1. The child's state agency caseworker shall immediately contact the receiving district to inform the district of the pending enrollment changes.
2. The child's state agency caseworker or child-caring facility or child placing agency case manager shall either accompany the child and the foster parent to the new school to enroll the child or contact applicable staff at the new school via telephone during the day of enrollment, to assist with the enrollment, to share information relating to the child's unique needs and prior experiences that may impact their education, and to identify and prevent disruptions in any instructional or support services that the child may have been receiving prior to that time, including but not limited to medical and behavioral health history and individual service plans.⁷

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IMMIGRANTS

No student shall be denied enrollment based on his/her immigration status, and documentation of immigration status shall not be required as a condition of enrollment.

The District may provide an approved high school program to a student who is a refugee or legal alien until the student graduates or until the end of the school year in which the student reaches the age of twenty-one (21), whichever comes first.

NONRESIDENTS

The Board does not, under ordinary circumstances, accept tuition or nonresident students. Nonresident pupils may be admitted to the District's schools only under extenuating circumstances and upon approval of the Superintendent.³

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Admissions and Attendance**NONRESIDENTS (CONTINUED)**

Nonresident pupils may be admitted to the District schools upon transfer of the pupil's average daily attendance (as defined under Kentucky's public school fund^{4&5}) from the home school district or payment of tuition, as determined to be appropriate by the Superintendent.

Written nonresident pupil contract information shall be kept on file at both the attending and resident districts.

Nonresident students designated as homeless or foster children may be required to be enrolled consistent with the "best interest of the child" or "school of origin" requirements under the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by ESSA.

NONRESIDENT FOREIGN AND EXCHANGE STUDENTS

The Fayette County Public Schools shall regulate the admission and participation of nonresident foreign and exchange students in any education program of the District.

All nonresident foreign and exchange students shall register with and be approved by the Director of Pupil Personnel.

NON-IMMIGRANT FOREIGN STUDENTS

Non-immigrant foreign students qualifying for F-1 immigration status or who obtain an F-1 student visa may be admitted to the District based on the following guidelines:

1. These students shall not be permitted to attend any publicly funded adult education program.
2. These students may be permitted to attend in grades nine through twelve (9-12), but not at earlier grade levels.
3. Students must apply to the Director of Pupil Personnel by August 1 in order to be considered for admission for the upcoming school year.
4. As required by law, these students shall pay a tuition fee in advance equal to the full, unsubsidized per capita cost to the District for providing education to the student for the period of attendance.
5. The period of attendance shall not exceed twelve (12) months.

These requirements do not apply to immigrant students residing in the District or foreign students in any other immigration status, including exchange students.

EXPELLED/CONVICTED STUDENTS

The parent, guardian, Principal, or other person or agency responsible for the student shall provide to the school prior to admission, a sworn statement or affirmation concerning any of the following that have occurred in or outside Kentucky:

1. If a student has been expelled from school; or
2. If a student has been adjudicated guilty/convicted of, homicide, assault, or an offense in violation of state law or school regulations relating to weapons, alcohol, or drugs.

Assault shall mean any physical assault, including sexual assault.

Admissions and Attendance**EXPELLED/CONVICTED STUDENTS (CONTINUED)**

The sworn statement or affirmation shall be on a form provided by the appropriate state agency and shall be sent to the receiving school within five (5) working days of official notification that a student has requested enrollment in the new school.⁶

If a student is suspended or expelled for any reason, or faces charges that may lead to suspension or expulsion, but withdraws prior to a hearing from any public or private school in Kentucky or any other state and then moves into the District and seeks to enroll, the District shall review the details of the charges, suspension, or expulsion and determine if the student will be admitted, and if so, what conditions may be imposed upon the admission. Prior to a decision to deny admission, the District shall offer the student, parent/guardian, or other persons having legal custody or control of the student a hearing before the Board.

REFERENCES:

¹KRS 159.010; OAG 78-64

²42 U.S.C. 11431 et seq. (McKinney-Vento Act)

³KRS 158.120; OAG 80-47; OAG 79-327; OAG 75-602

⁴KRS 157.320

⁵KRS 158.155; KRS 157.330

⁶KRS 158.150

⁷KRS 158.140

KRS 157.360; KRS 158.100

KRS 199.802

702 KAR 7:125; 704 KAR 7:090

OAG 91-171; P. L. 104-208

P. L. 114-95 (Every Student Succeeds Act of 2015), 20 U.S.C. § 6301 et seq.

8 U.S.C. Sections 1101 and 1184; 8 C.F.R. Section 214

Plyler v. Doe, 457 U.S. 202 (1982)

22 C.F.R. §62.25

Equal Educational Opportunities Act of 1974 (EEOA)

RELATED POLICIES:

06.32; 08.1114

09.11; 09.121; 09.1223; 09.123; 09.124; 09.125

09.126 (re requirements/exceptions for students from military families)

09.14; 09.211

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LEGAL: HB 266 AMENDS KRS 159.075 TO INCLUDE PARENTS OR GUARDIANS WHO ARE TRANSFERRING TO A RESERVE COMPONENT OR SEPARATING FROM THE MILITARY UNDER HONORABLE CONDITIONS; INCLUDE A HOME UNDER CONTRACT TO BE BUILT AS A QUALIFYING RESIDENCE; ALLOWS QUALIFYING STUDENTS TO TEMPORARILY RESIDE OUTSIDE OF DISTRICT IF THE HOUSING IS UNAVAILABLE, REMOVES TUITION BUT STUDENT TO BE INCLUDED IN THE ATTENDING DISTRICT'S AVERAGE DAILY ATTENDANCE.
FINANCIAL IMPLICATIONS: STUDENT INCLUDED IN THE ATTENDING DISTRICT'S ADA

STUDENTS

09.126

Students of Military Families

The following are key provisions that apply to students from military families that are based on the compact agreed upon by states belonging to the Interstate Commission on Educational Opportunity for Military Children:

ENROLLMENT

A child of a military family may pre-enroll or participate in pre-admission in the District if the parent or guardian of the child:

- a) ~~is~~ transferred to or is pending transfer to a military installation or to a reserve component within the state while on active military duty pursuant to an official military order.
- b) Is returning to the state after within one (1) year of being separated from the military with an honorable discharge, discharge under honorable conditions, or a general discharge under honorable conditions.

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The District shall accept an application for enrollment and course registration by electronic means for the child, including enrollment in a specific school or program within the District.

The parent or guardian of a child of a military family shall provide proof of residence to the District within ten (10) days after the arrival date provided on official documentation. The parent or guardian may use, as proof of residence, the address of:

1. A temporary on-post billeting facility;
2. A purchased or leased home or apartment; ~~or~~
3. Any federal government housing or off-post military housing, including off-post military housing that may be provided through a public-private venture; or
- 3-4. A home under contract to be built.

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Until actual attendance or enrollment in the District, the child of a military family shall not:

1. Count for the purposes of average daily attendance; or
2. Be charged tuition pursuant to KRS 158.120; or
- 3-2. Be included in the state assessment and system.⁺

To accommodate for temporary housing, if a child utilizes this section to enroll in the District, but the residence identified above has not yet become available, then the District shall allow the child to enroll and begin attending the District regardless of the child's temporary residence and subsequently be included in the District's calculation of average daily attendance under KRS 157.320, for a period of up to one (1) year from the parent's or guardian's reporting for duty date or separation date before being considered a resident of another District.¹

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Students of Military Families**ENROLLMENT (CONTINUED)**

Students from a household of an active duty service member who are moving into the District shall be enrolled and appropriately placed as quickly as possible based on information provided in the student's unofficial records pending validation by the official record that the District shall request from the sending school.

Special power of attorney, relative to the guardianship of a child of a military family and executed under applicable law shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent. A transitioning child of a military family who is placed in the care of a non-custodial parent or other person standing in loco parentis and living in a jurisdiction other than that of the custodial parent may continue to attend the school in which s/he was enrolled while residing with the custodial parent.

TUITION

Tuition shall not be charged for a transitioning child of a military family who is placed in the care of a non-custodial parent or other person standing in loco parentis and living in the jurisdiction other than that of the custodial parent.

IMMUNIZATION REQUIREMENTS

Students from military families shall have thirty (30) days from the date of enrollment to obtain required immunizations or additional time as may be determined by the Interstate Commission Compact rules.

PLACEMENT

Kindergarten and first grade students from a household of an active duty service member moving into the District from an accredited school in another state shall be allowed to continue placement at their current grade level, regardless of age.

Decisions about placement of students from military families in educational programs shall be based on current educational assessments conducted at the sending school or participation/placement in like programs in the sending state. Such programs include, but are not limited to the following programs:

1. Gifted and talented; and
2. English as a second language (ESL).

This shall not preclude the District/school from performing subsequent evaluations to ensure appropriate placement of a student.

SPECIAL EDUCATION SERVICES

The District shall initially provide comparable services to a student with disabilities based on his or her current Individualized Education Program (IEP).

The District shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities, subject to an existing Section 504 (Title II) Plan*, to provide the student with equal access to education. This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement of the student.

* In Kentucky, a student Title II Plan is the same as a Section 504 Plan.

Students of Military Families**DEPLOYMENT-RELATED ABSENCES**

Students whose parent or legal guardian is an active member of the uniformed services, as defined by this compact, and has been called to active duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the Superintendent to visit with their parent or legal guardian relative to such leave or deployment.

EXTRACURRICULAR PARTICIPATION

The District shall facilitate the opportunity for transitioning children of military families to participate in extracurricular activities to the extent they are otherwise qualified, regardless of application deadlines.

GRADUATION REQUIREMENTS

The District shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another school district or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the District shall provide alternative means of acquiring required coursework so that graduation may occur on time. Otherwise, the District shall ensure receipt of a diploma from the sending school district if the student completed graduation requirements of that district.

Exit exam scores from sending schools shall be accepted in accordance with the Interstate Commission Compact.

CHILDREN OF CIVILIAN MILITARY EMPLOYEES

Children of civilian military employees shall be afforded the same rights as children of military families under KRS 156.730 if the parents are required to move to perform their job responsibilities resulting in the students having to change schools.

REFERENCES:

¹KRS 159.075

KRS 156.730; KRS 156.735; [KRS 157.320](#); KRS 158.020

[20 U.S.C. § 1400 et seq.](#) Individuals with Disabilities Education ~~Improvement~~ Act (IDEA) ~~of 2004~~

Section 504 of the Rehabilitation Act; District 504 procedures
Americans with Disabilities Act

RELATED POLICIES:

02.4241; 08.113; 08.131; 08.132; 08.13452; 08.222

09.12; 09.121; 09.123; 09.124; 09.211; 09.3; 09.313

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LEGAL: REQUIREMENTS FOR SCHOOL ACTIVITY FUNDS HAVE BEEN UPDATED IN THE REVISED ACCOUNTING PROCEDURES FOR KENTUCKY SCHOOL ACTIVITY FUNDS (REDBOOK) ISSUED BY THE KENTUCKY DEPARTMENT OF EDUCATION, WHICH WENT INTO EFFECT AUGUST 2019.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.15

Student Fees

BOARD APPROVAL REQUIRED

~~Fees for rental or purchase of instructional resources may be charged.~~ All student fees and charges shall be approved by the Board, including any student activity fees or membership dues. Approved fees shall remain in place until modified or removed by Board resolution. Fees for rental or purchase of instructional resources may be charged.

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.²

Fees collected for a specific purpose shall be used for that purpose only. Fees sponsored under the auspices of the school by student clubs or student organizations shall be accounted for in the school activity fund bank account.

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INABILITY TO PAY

No child shall be denied full participation in any educational program due to an inability to pay for, or rent, necessary instructional resources.¹ This requirement shall apply to all school-sponsored activities.

WAIVER OF FEES

The Superintendent shall recommend and the Board shall approve a process to waive fees for students who qualify for free and reduced price lunches or who are enrolled in the Community Eligibility Provision (CEP). At the beginning of the school year or at the time of enrollment, all students shall be given clear and prominent written notice of the fee waiver provisions. The written notice of the fee waiver process shall include a form that parents may use to request waiver of fees. Mandatory waiver of fees for qualifying students shall be accomplished in compliance with applicable statutory and regulatory requirements.²

REFERENCES:

¹KRS 158.108; 704 KAR 3:455

²KRS 160.330; 702 KAR 3:220

OAG 79-381

OAG 78-835

Accounting Procedures for Kentucky School Activity Funds

RELATED POLICIES:

04.312; 08.232; 09.36

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LEGAL: SB 8 AMENDS KRS 158.070 TO CHANGE SUICIDE PREVENTION TRAINING FROM EVERY OTHER YEAR TO EVERY YEAR.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: SB 42 CREATES A NEW SECTION OF KRS 158 TO REQUIRE ANY STUDENT ID BADGE ISSUED TO A PUBLIC MIDDLE/HIGH SCHOOL STUDENT TO CONTAIN THE CONTACT INFO FOR NATIONAL CRISIS HOTLINES RE: DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND SUICIDE.

FINANCIAL IMPLICATIONS: COSTS OF NEW ID BADGES

STUDENTS

09.22

Student Health and Safety

PRIORITY

Student health, welfare and safety shall receive priority consideration by the Board.

Rules and regulations on health and safety promulgated by the Kentucky Board of Education under Kentucky statute and by local and state boards of health relating to student safety and sanitary conditions shall be implemented in each school.

HEALTH SERVICES TO BE PROVIDED

In keeping with applicable legal requirements, only licensed medical professionals or school employees who have been appropriately trained and authorized to do so shall provide health services to students.

Employees to whom health service responsibilities have been delegated must be approved in writing by the delegating physician or nurse. The approval form shall state the employee consents to perform the health service when the employee does not have the administration of health services in his/her contract or job description as a job responsibility, possesses sufficient training and skills, and has demonstrated competency to safely and effectively perform the health service. The approval form shall be maintained as required by law. Delegation of health service responsibilities shall be valid only for the current school year.¹

If the delegation involves administration of medication, the District will maintain proof that the employee has completed the required training provided by the Kentucky Department of Education (KDE) or as allowed under KRS 158.838.

Employees to whom health service responsibilities have been delegated shall notify their immediate supervisor by April 15 of each year if they are not willing to perform the service(s) during the next school year.

SAFETY PROCEDURES

All pupils shall receive annual instruction in school bus safety.

The Superintendent shall develop procedures designed to promote the safety of all students. Said procedures shall specify specific responsibilities for line positions having responsibility for student supervision.

STUDENT IDENTIFICATION BADGES

Any student identification badge issued to a student in grades six (6) through twelve (12) by a school in the District shall contain the contact information for:

a) A national domestic violence hotline;

b) A national sexual assault hotline; and

c) A national suicide prevention hotline.⁴

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Student Health and Safety**ANIMALS IN THE CLASSROOM**

When there is a specific and appropriate educational purpose, the Principal may authorize the housing of animals or insects in classrooms. However, the health and safety of students and staff shall be a priority consideration when considering such requests. When a request is granted, teachers shall adhere to guidelines set out in administrative procedures.

SUICIDE PREVENTION

All employees with job duties requiring direct contact with students in grades six (6) through twelve (12) shall [annually](#) complete a minimum one (1) hour of high-quality suicide prevention training, including the recognition of signs and symptoms of possible mental illness. Such training shall be in-person, by live streaming, or via video recording and may be included in the four (4) days of professional development required by statute. The District shall provide suicide prevention materials for review by any employee subject to training hired during a year in which the in-person, live streaming, or video recording training is not required.³

By September 15 of each year, each public school shall provide suicide prevention awareness information to students in grades six (6) through twelve (12), as provided by the Cabinet for Health and Family Services or a commercially developed suicide prevention training program.²

SEIZURE DISORDER MATERIALS

All principals, guidance counselors, and teachers shall complete at least one (1) hour of self-study review of seizure disorder materials no later than July 1, 2019. At least one (1) hour of self-study review of seizure disorder materials shall also be required for all principals, guidance counselors, and teachers hired after July 1, 2019.³

REFERENCES:

¹KRS 156.501; KRS 156.502; 702 KAR 1:160

²KRS 156.095

³KRS 158.070

⁴[New Section KRS 158](#)

KRS 156.160; KRS 158.836; KRS 158.838
702 KAR 5:030

RELATED POLICY:

09.2241

LEGAL: SB 72 AMENDS KRS 620.030 TO ADD A VICTIM OF FEMALE GENITAL MUTILATION TO REQUIRED REPORTING.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.2211

Employee Reports of Criminal Activity

To promote the safety and well-being of students, the District requires employees to make reports required by state law in a timely manner. Supervisors and administrators shall inform employees of the following required reporting duties:

KRS 158.154

When the Principal has a reasonable belief that an act has occurred on school property or at a school-sponsored function involving assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property, the Principal shall immediately report the act to the appropriate local law enforcement agency. For purposes of this section, "school property" means any public school building, bus, public school campus, grounds, recreational area, or athletic field, in the charge of the Principal.

KRS 158.155

An administrator, teacher, or other employee shall promptly make a report to the local police department, sheriff, or the Department of Kentucky State Police, by telephone or otherwise, if:

- 1 The person knows or has reasonable cause to believe that conduct has occurred which constitutes:
 - a. A misdemeanor or violation offense under the laws of this Commonwealth and relates to:
 - i Carrying, possession, or use of a deadly weapon; or
 - ii Use, possession, or sale of controlled substances; or
 - b. Any felony offense under the laws of this Commonwealth; and
- 2 The conduct occurred on the school premises or within one thousand (1,000) feet of school premises, on a school bus, or at a school-sponsored or sanctioned event.

KRS 158.156

Any employee of a school or a local board of education who knows or has reasonable cause to believe that a school student has been the victim of a violation of any felony offense specified in KRS Chapter 508 committed by another student while on school premises, on school-sponsored transportation, or at a school-sponsored event shall immediately cause an oral or written report to be made to the Principal of the school attended by the victim. The Principal shall notify the parents, legal guardians, or other persons exercising custodial control or supervision of the student when the student is involved in an incident reportable under this section. The Principal shall file a written report with the local school board and the local law enforcement agency or the Department of Kentucky State Police or the county attorney within forty-eight (48) hours of the original report.

KRS 209A.100

Upon the request of a victim, school personnel shall report an act of domestic violence and abuse or dating violence and abuse to a law enforcement officer. School personnel shall discuss the report with the victim prior to contacting a law enforcement officer.

STUDENTS

09.2211
(CONTINUED)

Employee Reports of Criminal Activity

KRS 209A.110

School personnel shall report to a law enforcement officer when s/he has a belief that the death of a victim with who s/he has had a professional interaction is related to domestic violence and abuse or dating violence and abuse.

KRS 620.030

Any person who knows or has reasonable cause to believe that a child is dependent, neglected, or abused, or is a victim of human trafficking, or is a victim of female genital mutilation, shall immediately cause an oral or written report to be made to a local law enforcement agency or the Department of Kentucky State Police; the cabinet or its designated representative; the Commonwealth's Attorney or the County Attorney; by telephone or otherwise. Any supervisor who receives from an employee a report of suspected dependency, neglect, or abuse shall promptly make a report to the proper authorities for investigation.

REFERENCES:

KRS 158.154
KRS 158.155
KRS 158.156
KRS 209A.100
KRS 209A.110
New Section of KRS 508
KRS 525.070; KRS 525.080
KRS 527.070; KRS 527.080
KRS 620.030

RELATED POLICIES:

03.13251; 03.23251
03.13253; 03.23253
05.48
09.227
09.422
09.423
09.425
09.426
09.438

LEGAL: SB 72 AMENDS KRS 620.030 TO ADD A VICTIM OF FEMALE GENITAL MUTILATION TO REQUIRED REPORTING.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.227

Child Abuse

REPORT REQUIRED

Any teacher, school administrator, or other school personnel who knows or has reasonable cause to believe that a child under age eighteen (18) is dependent, abused or neglected¹, or a victim of human trafficking, or is a victim of female genital mutilation, shall immediately make a report to a local law enforcement agency or the Kentucky State Police, the Cabinet for Health and Family Services or its designated representative, the Commonwealth's Attorney or the County Attorney in accordance with KRS 620.030.²

After making the report, the employee shall notify the Principal of the suspected abuse, who then shall also promptly make a report to the proper authorities for investigation. If the Principal is suspected of child abuse, the employee shall notify the Superintendent/designee who shall also promptly report to the proper authorities for investigation.

Only agencies designated by law are authorized to conduct an investigation of a report of alleged child abuse. Therefore, the District shall not first investigate a claim before an employee makes a report to the proper authorities. However, in certain situations, reports involving claims made under state and federal laws, such as Title IX, shall require the District, after making the required report, to conduct an independent investigation of the allegations in order to determine appropriate personnel action.

WRITTEN REPORT

The person reporting shall, if requested, in addition to the report required above, file with the local law enforcement agency or the Kentucky State Police or the Commonwealth's or County's Attorney or the Cabinet for Health and Family Services or its designated representative within forty-eight (48) hours of the original report a written report containing specific information regarding the child, the child's parents or guardians, and the person allegedly responsible for the abuse or neglect.

WRITTEN RECORDS

Copies of reports kept by the District that are submitted to authorities in compliance with the child abuse law are educational records and subject to inspection by the parents of the alleged victim of child abuse. Whether the records are considered "internal records", and not maintained with the students' "permanent records", is immaterial if such records are directly related to students and are maintained by the school or school District.

INTERVIEWS

If the student is an alleged victim of abuse or neglect, school officials shall follow directions provided by the investigating officer or Cabinet for Health and Family Services representative as to whether to contact a parent³ and shall provide the Cabinet access to a child subject to an investigation without parental consent.⁴

Child Abuse**AGENCY CUSTODY**

If, as a result of dependency, neglect, or abuse, a child has been placed in the custody of the Cabinet, the Principal, or any Assistant Principal, of the school in which the child is enrolled, and the District's Director of Pupil Personnel shall be notified of the names of persons authorized to contact the child at school, in accordance with school visitation or communication policy, or remove the child from school grounds.

The notification shall be provided to the school by the Cabinet:

- a) By written notice via email or fax on the day that a court order is entered and again on any day that a change is made with regard to persons authorized to contact or remove the child from school. Verbal notification shall occur on the next school day immediately following the day a court order is entered or a change is made if the court order or change occurs after the end of the current school day; and
- b) By email, fax, or hand delivery of a copy of the court order within ten (10) calendar days following the Cabinet's receipt of the court order of a change of custody or change in contact or removal authority.

REQUIRED TRAINING

All current school administrators, certified personnel, office staff, instructional assistants, coaches, and extracurricular sponsors shall complete Board selected training on child abuse and neglect prevention, recognition, and reporting by January 31, 2017, and every two (2) years thereafter. School administrators, certified personnel, office staff, instructional assistants, coaches, and extracurricular sponsors hired after January 31, 2017, shall complete the training within ninety (90) days of being hired, and every two (2) years thereafter.

OTHER

Each school shall prominently display the statewide child abuse hotline number administered by the Cabinet for Health and Family Services and the National Human Trafficking Reporting Hotline number administered by the United States Department for Health and Human Services.

REFERENCES:

¹KRS 600.020-~~(1)-(15)~~

²KRS 620.030; KRS 620.040

³OAG 85-134; OAG 92-138

⁴KRS 620.072

KRS 17.160; KRS 17.165; KRS 17.545; KRS 17.580

KRS 156.095; KRS 199.990; KRS 209.020

New Section of KRS 508

KRS 620.050; KRS 620.146

OAG 77-407; OAG 77-506; OAG 80-50; OAG 85-134

34 C.F.R. 106.1-106.71, U.S. Department of Education Office for Civil Rights
Regulations Implementing Title IX

RELATED POLICIES:

09.1231; 09.3; 09.31; 09.42811; 09.4361; 10.5

LEGAL: REQUIREMENTS FOR BOOSTER CLUBS AND SCHOOL ACTIVITY FUNDS HAVE BEEN UPDATED IN THE REVISED ACCOUNTING PROCEDURES FOR KENTUCKY SCHOOL ACTIVITY FUNDS (REDBOOK) ISSUED BY THE KENTUCKY DEPARTMENT OF EDUCATION, WHICH WENT INTO EFFECT AUGUST 2019.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.33

Fund-Raising Activities

DEFINITION

Fund-raising is an organized activity of soliciting and collecting money for school or student organizations. Contributions and collections derived from school-sponsored fund-raising activities shall be deposited in the school's activity fund bank account or the District bank account.⁴

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APPROVAL REQUIRED

All school-wide fund-raising activities, including the proposed use of the funds, must be approved by the Board.⁴ Requests must be channeled through the Principal to the School Director to be placed on the Board agendas in October and/or February of each school year. School-wide fund-raising activities that occur prior to presentation to the Board in October should be included for post approval.

All other fund-raising activities, including the proposed use of the funds, shall be approved by the Principal or a designee.

All funds raised for a specific purpose shall be used for that purpose.

CAMPAIGN RESTRICTIONS

No school or school group shall have more than six (6) school-wide fund-raising projects per year. A school-wide fundraising project is a for profit activity in which the proceeds benefit the entire school. This does not include "profit sharing" activities such as box top collections or "service activities" such as school pictures or market day. Elementary schools and middle schools are prohibited from conducting fund-raising activities which involve elementary or middle school students soliciting door-to-door.

No fund-raising shall occur during the instructional day.

CONDUCT OF ACTIVITIES

- All staff members, and school-sponsored groups ~~and any booster group working with or on behalf of the District's schools or groups~~ shall conduct fund-raising activities to benefit the entire group and shall not permit credit to be earned through fund-raising for an individual student in lieu of participation fees or related activity costs.
- Any support/booster organization wishing to be recognized by and/or affiliated with the District shall conduct fund-raising activities to benefit the entire group and shall not permit credit to be earned through fund-raising for an individual student. No dues, fees, or charges shall be assessed to students or parents.

PUPIL NOT COMPELLED

No student shall be compelled to participate in or meet any kind of quota in a fund-raising activity.¹ Students choosing not to participate in a fund-raiser shall not be excluded from benefitting from the fund-raiser or otherwise penalized in any way.⁴

STUDENTS

09.33
(CONTINUED)

Fund-Raising Activities

SOLICITATION OF STUDENTS

There shall be no solicitation of students while they are under the supervision of school personnel without the approval of the Superintendent or Board.

Teachers shall not collect funds from students under their authority, except for school purposes or to aid group members who have been affected by a catastrophic event. Competition in giving among pupils of varying ability is not permitted.

School officials shall not send home coin cards or other comparable devices to be filled and returned by the student.

CHARITABLE NON-PROFIT SOLICITATIONS

The Superintendent shall develop procedures whereby charitable, non-profit organizations may solicit donations in the schools up to two (2) days each year.

Collections shall not take place in classrooms.

SUBSCRIPTION SALES OF PRINTED MATERIALS

The Superintendent shall provide written approval to the county clerk for all subscription sales of printed materials. This approval shall identify the product(s) being sold, the students involved as solicitors and the duration of sales.²

REFERENCES:

¹KRS 158.290

²KRS 367.515 (3)

³KRS 238.505; KRS 238.535; KRS 238.540

⁴Accounting Procedures for Kentucky School Activity Funds

KRS 156.160; KRS 158.854

OAG 78-508; OAG 79-330; OAG 79-556

RELATED POLICY:

04.312

School Budget and Purchasing

BOARD ALLOCATIONS

Through the budgeting process, the Board shall appropriate to each school an amount of funds equal to or greater than the formula prescribed in 702 KAR 3:246: School Council Allocation Formula.

An amount for professional development shall be allocated as required by Kentucky Administrative Regulation.

The Board shall allocate Section 7 funds according to the options provided in 702 KAR 3:246. Notice of the Section 7 allocation shall be provided in accordance with that regulation. Funding for supplemental District-wide itinerant and categorical positions shall be provided as approved by the Board. Additional funds to support special, alternative, and magnet programs and schools may be provided as determined by the Board.

SCHOOL RESPONSIBILITY

Priorities requiring funding beyond the allocations made to councils through Sections 4, 5, and 6 of 702 KAR 3:246 shall be submitted to the appropriate School Director. The school shall, in expending allocated funds, comply with all state and Board budgeting, purchasing and reporting laws, regulations, policies, procedures, audits, and Accounting Procedures for School Activity Funds published by the Kentucky Department of Education.

The Board allocation is the total financial resource available to that school in those budget categories for the fiscal year. The school shall not expend or commit to expend any funds in excess of those allocated to the school. Should this occur, the employee(s) responsible shall be subject to appropriate disciplinary action, and the Superintendent may require the school/council to present, for Board approval, a plan to reimburse the District for the amount spent in excess of the allocation.

To ensure that funds are spent on student programs and services in a timely manner, all 702 KAR 3:246 Section 6 funds managed by the school, but not expended by the end of the fiscal year, that are over ~~fifteen percent (15%)~~ 10% of the previous year's allocation shall revert to the District general fund, ~~unless the school council has received Board approval to escrow the funds to be used at a future date for an approved project.~~ By the date designated by the Superintendent/designee each year, the council shall include with its request a description of how the funds to be carried forward will be spent to improve student achievement. All funds allocated/provided through Sections 4, 5, 7, 8, and 9 shall be expended during the fiscal year or revert to the District general fund unless an exception is specified at the time the funds are allocated or is subsequently approved by the Board.

BOARD APPROPRIATION

The council shall determine, within available resources, the instructional resources, travel, equipment, and student support services to be provided in the school.

PURCHASING

In order to comply with state accounting and bidding requirements, all purchases of goods and services shall be made in conformity with Board policy.

| ADMINISTRATION

02.4242
(CONTINUED)

School Budget and Purchasing

EXPENDITURE OF FUNDS

In schools where SBDM has been implemented, the school council shall determine the expenditure of funds allocated to the school. In a school not operating under SBDM, the school improvement council shall make recommendations to the Principal concerning expenditure of these funds.

REFERENCES:

702 KAR 3:246; School Council Allocation Formula
704 KAR 3:510; KRS 160.345
OAG 91-10; OAG 91-206; OAG 92-59

RELATED POLICIES:

04.1; 04.312

PERSONNEL

- CLASSIFIED PERSONNEL -

Personal Leave**NUMBER OF DAYS**

Regular full-time or eligible part-time classified employees shall be granted three (3) days of personal leave each school year without loss of pay and without affecting other types of leave granted by law, regulation or Board policy.

Persons employed for less than a full year contract shall receive a prorata part of the authorized personal leave days calculated to the nearest ½ day.

Persons employed on a full year contract but scheduled for less than a full work day shall receive the authorized personal leave days equivalent to their normal working day.

~~Personal leave may be taken in whole day or half day increments.~~

PART-TIME EMPLOYEES

Beginning with their second consecutive year of employment with the District, all eligible, regular part-time classified employees may be granted three (3) days of personal leave with pay each school year.

In determining eligibility for personal leave, part-time classified personnel are those who are employed for ten (10) or more hours per week in positions that are established for a full school year in the work calendar for each job classification. Personal leave shall be for the number of hours the employee is normally scheduled to work.

APPROVAL

The employee must obtain prior approval from his/her immediate supervisor for the leave date and should give at least two (2) days notice, but no reasons shall be required for the leave.

LIMITED NUMBER

No more than 5% or one (1) employee (whichever is greater) of a school's or division's classified employees may take personal leave on a given day. If requests exceed the limit, those making earliest application will be given preference.

The immediate supervisor is authorized to limit the use of personal leave during emergencies which result in the unavailability of an adequate number of qualified substitute employees.

PROHIBITIONS

Personal leave shall not be taken on the opening or closing day of school (first or last day of classes for students and first and last non-flexible records/conference day for teachers). A request to waive this prohibition to use personal leave on the opening or closing day of school may be granted by the Superintendent on a case-by-case basis.

AFFIDAVIT

Employees taking personal leave must file a personal affidavit no later than five (5) days after their return to work stating that the leave was personal in nature.

PERSONNEL

03.2231
(CONTINUED)

Personal Leave

TRANSFER OF UNUSED DAYS

On June 30 of each year, personal leave days not taken during the current school year shall be transferred and credited to the employee's sick leave account.

REFERENCE:

OAG 77-115

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

MEETING: Planning

DATE: 6/8/2020

TOPIC: Annual KSBA Procedure Updates

PREPARED BY: Shelley Chatfield

**Recommended Action on: 6/8/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: N/A

**Background/Rationale: Procedure updates must be brought to the Board for
review. Policy: 01.11**

Fiscal Impact: N/A

Attachments(s): Procedure Updates

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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

2020 Policy Update (#43) Checklist

District: Fayette County Public Schools

To enable KSBA to track and store your District's policies in our policy database, please indicate below what action you have taken on the new/revised policies enclosed for your review. We will forward printed or reproducible copies of the policies when we receive this form and update your online manual if you belong to that service.

Policy Number	Adopt as Written	Adopt with Modification*	Adoption Date	Order Number	Keep Current Policy	Rescind Policy
01.83	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
02.31	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.121	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.131	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.21	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.27	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.29	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
03.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
04.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
04.312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
05.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
05.48	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
06.221	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
08.1312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
08.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
09.12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
09.126	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

Policy Number	Adopt as Written	Adopt with Modification*	Adoption Date	Order Number	Keep Current Policy	Rescind Policy
09.15	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
09.22	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
09.2211	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
09.227	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
09.33	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
02.4242	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
03.2231	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

*Please attach a copy of the modified policy. DO NOT RETYPE A DRAFT - simply indicate the district-initiated changes by writing in colored ink, circling, highlighting, etc.

Board Chair's Signature

Date

Superintendent's Signature

Date

**Please return this completed form to KSBA at your earliest opportunity.
Please contact your KSBA Consultant IF you need KSBA to completely reprint all policy pages or to order
additional new manuals, instead of just getting copies of the updated policies.**

EXPLANATION: SB 158 AMENDS KRS 160.1594 TO PROVIDE THAT CHARTER AUTHORIZER TRAINING SHALL NOT BE REQUIRED OF ANY BOARD MEMBER UNTIL A CHARTER APPLICATION IS SUBMITTED TO THE BOARD, AND SETS THE REQUIREMENT AT SIX (6) HOURS.
FINANCIAL IMPLICATIONS: FEWER HOURS REQUIRED MAY REDUCE TRAINING COSTS

POWERS AND DUTIES OF BOARD OF EDUCATION

01.3 AP.2

Board Vacancy Forms

FORM TO PROVIDE NOTICE THAT A VACANCY EXISTS:

Date: _____

To Whom it May Concern:

A vacancy exists on the _____ Board of Education, as of _____,¹ in the seat [Division # ____ (*for county school systems*) or the District at large (*for independent school systems*)] formerly held by _____. The unexpired term for this seat is set to end on _____. The Board will proceed to appoint an individual to fill this seat for the unexpired term pursuant to KRS 160.190 and Board Policy 01.3.

Sincerely,

Superintendent/Board Secretary

cc: Secretary of State, State Capitol, 700 Capital Ave., Room #152, Frankfort, KY 40601

County Clerk
Commissioner of Education, Kentucky Department of Education, 300 Sower Blvd.,
Frankfort, KY 40601
Director of Board Team Development, KSBA, 260 Democrat Dr., Frankfort, KY 40601

REFERENCE:

¹OAG 81-316

Board Vacancy Forms**SAMPLE NEWSPAPER ADVERTISEMENT ANNOUNCING A BOARD VACANCY****NOTICE OF VACANT _____ BOARD OF EDUCATION SEAT**

The _____ Board of Education ("Board") is seeking applications for appointment to fill a vacancy on the Board representing seat [Division # ____ (*for county school systems*) or the District at large (*for independent school systems*)]. This appointment will be effective until the November ____ regular election (use if the next November regular election is scheduled more than one [1] year prior to end of the remaining term) or the end of the term in ____ (use if the next November regular election is scheduled one [1] year or less prior to end of remaining term).

Responsibilities include: setting policy to govern the District; hiring/evaluating the Superintendent; and levying taxes and adopting the District budget. Board members must:

- Be at least 24 years old and a Kentucky citizen for the last three years;
- Be a registered voter in the particular District of the vacancy;
- Have completed the 12th grade or have a GED certificate;
- Meet all other legal qualifications (KRS 160.180); and
- Complete required annual in-service training.

Applications are available at _____ or online at _____. Mail applications to: Superintendent, ATTN: Board Vacancy, _____, _____, KY _____.

Board Vacancy Forms

FORM TO PROVIDE NOTICE THAT VACANCY HAS BEEN FILLED BY THE BOARD:

Date: _____

To Whom it May Concern:

Pursuant to KRS 160.190, and Board Policy 01.3, the _____ Board of Education, by vote of the Board on _____, has appointed _____ to fill the vacancy created on _____ in the seat [Division # ____ (*for county school systems*) or the District at large (*for independent school systems*)] formerly held by _____.

The appointment is effective immediately. _____'s address is _____

and email address is _____.

The term for this appointment will end on _____.

Sincerely,

Superintendent/Board Secretary

cc: Secretary of State, State Capitol, 700 Capital Ave., Room #152, Frankfort, KY 40601

County Clerk
Commissioner of Education, Kentucky Department of Education, 300 Sower Blvd.,
Frankfort, KY 40601
Director of Board Team Development, KSBA, 260 Democrat Dr., Frankfort, KY 40601

Board Vacancy Forms**FORM LETTER TO NEWLY APPOINTED MEMBER, ON DISTRICT LETTERHEAD:**

Date: _____

Mr./Ms. _____

_____, KY _____

Dear Mr./Ms. _____:

Pursuant to KRS 160.190, and Board Policy 01.3, the _____ Board of Education, by vote of the Board on _____, has appointed you to fill the vacancy created on _____ in the seat [Division # ____ (*for county school systems*) or the District at large (*for independent school systems*) formerly held by _____. The appointment is effective immediately. Upon being duly sworn in, you may assume the duties of the office.

The term of this appointment is set to end _____. Pursuant to KRS 160.190, this seat will be open to election in the November _____ general election. The _____ County Clerk should be consulted for election and candidacy filing information regarding this seat.

All new local Board of Education members must receive a minimum of twelve (12) hours of in-service training annually, per KRS 160.180 and 702 KAR 1:115, on a calendar year basis. These hours shall include certain mandated topics of ethics, finance, and Superintendent evaluation, as well as on various other topics such as Board member roles and responsibilities, and the Board's role in student achievement. Additionally, when the Board, or a collaborative of local school boards including the Board, receives a charter school application, any member of the Board or boards who has not received charter authorization training within twelve (12) months immediately preceding the date the application was received shall receive six (6) hours of in-service training prior to evaluating the charter application~~per 701 KAR 8:020, local Board members are required to complete twelve (12) hours of in-service training annually in their capacity as charter school authorizers.~~ This requirement is separate from, and in addition to, the training required by KRS 160.180, ~~but certain hours may count towards both requirements.~~ Depending on the date of appointment, special provisions may apply.

The Kentucky School Boards Association (KSBA) provides local Board member in-service training, and maintains the legal records relating to required Board member training completion. KSBA makes efforts to offer training courses that will meet legal requirements for both general training and charter authorizer training. KSBA will contact you soon to begin scheduling training for the current calendar year. You may contact KSBA by calling 1-800-372-2962.

Sincerely,

Superintendent/Board Secretary

cc: Secretary of State, State Capitol, 700 Capital Ave., Room #152, Frankfort, KY 40601

County ClerkCommissioner of Education, Kentucky Department of Education, 300 Sower Blvd.,
Frankfort, KY 40601

Director of Board Team Development, KSBA, 260 Democrat Dr., Frankfort, KY 40601

POWERS AND DUTIES OF BOARD OF EDUCATION

01.3 AP.2
(CONTINUED)

Board Vacancy Forms

RELATED PROCEDURE:

01.3 AP.21

EXPLANATION: THIS CHANGE CLARIFIES THE QUESTION RELATING TO A POTENTIAL CANDIDATE'S EMPLOYMENT STATUS WITH THE SCHOOL DISTRICT AND MODIFIES A QUESTION ABOUT LONG RANGE BOARD GOALS TO REFLECT THAT APPOINTEES WILL SERVE LESS THAN FOUR (4) YEARS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

POWERS AND DUTIES OF BOARD OF EDUCATION

01.3 AP.21

Application for Board Vacancy

Name of School District: _____			
[Division # ____ (for county school systems) or the District at large (for independent school systems)]			
Name: _____		Birthdate: _____	
Last	First	MI	
Address: _____			
Street or Box #	State	Zip Code	
Telephone: _____			
Business	Home	Cell	
Email Address: _____			

1. Have you been a citizen of Kentucky for a minimum of at least the last three (3) years? ☐ Yes ☐ No
2. Are you registered to vote in the Division (in the case of a county school District) or District (in the case of an independent school District) you wish to serve? ☐ Yes ☐ No
3. Are you an officer of, or employed by, any city, county, consolidated local government, or other municipality? ☐ Yes ☐ No
If yes, please identify. _____
4. Does the School District~~city or county Board~~ where you reside presently employ you? ☐ Yes ☐ No
5. Do you have any relatives employed by the District? ☐ Yes ☐ No
If yes, please indicate their relationship to you:
☐ Brother ☐ Sister ☐ Husband ☐ Wife ☐ Son ☐ Daughter ☐ Father ☐ Mother
☐ Other _____
6. Have you ever been a member of any local Board of Education in Kentucky? ☐ Yes ☐ No
If so, which District _____ and when _____?
7. Do you currently hold any elective federal, state, county, or city office? ☐ Yes ☐ No
If yes, please identify. _____
8. Do you own or are you a stockholder in a business involved in sales or other contracts with the Board or with individual schools of the District? ☐ Yes ☐ No
If yes, please identify. _____
9. Do you work for a company that provides any goods or services to the District or with the individual schools of the District? Do you receive any commissions or other benefits as a result of any contracts or business with the District? ☐ Yes ☐ No
If yes, please describe. _____
10. Have you ever been fined or convicted for violation of any law? Are you now facing any charges for any violation of law? ☐ Yes ☐ No
If yes, please describe. _____

Application for Board Vacancy

11. Do you serve on any county, city, or joint agency government boards? ☐ Yes ☐ No
If yes, please describe. _____
12. Do you currently hold a leadership position with any organization that provides financial support or raises funds in the name of the District, a school in the District, or students of the District? ☐ Yes ☐ No
13. Have you completed at least the twelfth (12th) grade or been issued a High School Equivalency Diploma? ☐ Yes ☐ No
14. Please circle the highest level of formal education you have completed:

GRADE SCHOOL	HIGH SCHOOL	COLLEGE	GRADUATE SCHOOL
1 2 3 4 5 6 7 8	9 10 11 12	1 2 3 4	1 2 3 4

Note: Application must include a transcript evidencing completion of the twelfth (12th) grade, or, if appropriate, the results of a twelfth (12th) grade equivalency examination. ~~A diploma is not acceptable.~~

High School Attended	Address	Dates Attended/Graduated
----------------------	---------	--------------------------

College/University Attended	Address	Dates Attended/Degree
-----------------------------	---------	-----------------------

Graduate Schools Attended	Address	Dates Attended/Degree
---------------------------	---------	-----------------------

15. List schools or school related activities in which you are currently involved or with which you have had previous involvement: _____

16. Work Experience (Please provide employment history and attach current resume.)

a.	Current Employer	Address
	Date of Employment	Duties
b.	Previous Employer	Address
	Date of Employment	Duties
c.	Previous Employer	Address
	Date of Employment	Duties

Application for Board Vacancy

17. Please describe why you are interested in serving on the local Board of Education:

18. Please describe the benefits that you believe strong public schools bring to a community:

Application for Board Vacancy

19. Please describe one (1) goal or objective that you think the local Board of Education should seek to complete during your service on the Board in the next four (4) years:

Note: Board members must complete annual in-service training as required by law.

This application constitutes my letter of intent to seek appointment to the Board under KRS 160.190, and I hereby affirm that to the best of my knowledge the information being submitted on this application and any required attachments thereto is accurate and that I am eligible to be appointed to the Board under law.

Signature: _____ Date: _____

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Application for Board Vacancy

COUNTY CLERK'S CERTIFICATION

RESIDENCE AND VOTER REGISTRATION FOR SCHOOL BOARD APPOINTMENT

COUNTY CLERK: Please complete this form as it applies to the legal residence status of the applicant for school board appointment.

_____ who resides at _____
Name Address

is a resident and registered voter in _____ School District
[Division # ____ (*for county school systems*) or the District at large (*for independent school systems*).]

Certified by: _____

_____ County Clerk's Office Date: _____

NOTE: This form must be completed by the County Clerk and returned to Central Office along with the other four (4) pages of the application.

RELATED PROCEDURE:

01.3 AP.2

EXPLANATION: SB 79 AMENDS KRS 160.380 REPLACING "SUBSTANTIATED" FINDING OF CHILD ABUSE OR NEGLECT WITH "ADMINISTRATIVE" FINDING OF CHILD ABUSE OR NEGLECT.
FINANCIAL IMPLICATIONS: COST OF PRINTING NEW APPLICATIONS AND STAFF TIME TO TRACK THE STATUS IF REPORT INDICATES SUBSTANTIATED FINDING IS ON APPEAL

PERSONNEL

03.121 AP.22

- CERTIFIED PERSONNEL -

Certified New Hire Paperwork Checklist

LAST NAME _____ FIRST NAME _____
SSN# _____

STREET ADDRESS _____ APT# _____ CITY _____ STATE _____

BIRTH DATE _____ GENDER ____ (M) ____ (F) ETHNICITY _____

LOCATION: _____ POSITION: _____ RETIREE Y / N.

HUMAN RESOURCES STAFF WILL VERIFY RECEIPT OF THE ITEMS BELOW:

Teaching Certificate: ____ Attached ____ On File ____ Pending ____ Ordered
Bachelor's Degree Transcripts: ____ Attached ____ On File ____ Pending/Requested
Master's Degree Transcripts: ____ Attached ____ On File ____ Pending/Requested

PAPERS IN NEW HIRE FOLDER:

____ Start Date Verification
____ Job Description
____ I-9 (____ Driver's License ____ Social Security Card ____ Other)
____ Education Verification Form
____ Previous Experience Summary
____ Verification of Previous Teaching Experience Forms (How many? ____)
____ Benefits Acknowledgement Form
____ Letter from Cabinet for Health and Family Services stating that there are no
~~administrative~~ findings ~~or of substantiated~~ child abuse or neglect on record
(applicants hired on or after April 4, 2018)

Physical Examination Form ____ On File ____ Received

ELECTRONIC DOCUMENTS:

____ New Employee Agreement
____ Federal SSA 1945 (Social Security Statement)
____ W-4 ____ K-4
____ Disability Notice
____ Direct Deposit Form and voided check
____ W2 Electronic Enrollment Form (Elected to receive via email Y / N)
Criminal Background Check ____ On File ____ Date Completed ____ Received

RETIREES ONLY:

____ DWT (\$ _____) ____ Notification of Working as a Certified Retiree Letter

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EXPLANATION: SB 8 AMENDS KRS 158.070 TO CHANGE SUICIDE PREVENTION TRAINING FROM EVERY OTHER YEAR TO EVERY YEAR.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.19 AP.23

District Training Requirements

SCHOOL YEAR: _____

This form may be used to track completion of local and state employee training requirements that apply across the District and maintain a record for the information of the Superintendent and Board.

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
District planning committee members.		01.111			✓	
Board member training hours	KRS 160.180; 702 KAR 1:115; 701 KAR 8:020	01.83			✓	
Certified Evaluation Training	KRS 156.557; 704 KAR 3:370	02.14/03.18	✓		✓	
Superintendent training program to be completed within two (2) years of taking office	KRS 160.350	02.12			✓	
Council member training required for Principal selection	KRS 160.345	02.4244			✓	
Supervisors shall receive appropriate training to equip them to meet the standards of Personnel Management		02.3			✓	
Effective January 1, 2020, a All School Resource Officers (SROs) shall successfully complete forty (40) hours of annual in service training that has been certified or recognized by the Kentucky Law Enforcement Council for SROs.	KRS 158.4414	02.31			✓	
Council member training hours.	KRS 160.345	02.431			✓	
Asbestos Containing Building Material (ACBM), Lockout/Tagout and personal protective equipment (PPE) training for designated employees.	40 C.F.R. Part 763 401 KAR 58:010 803 KAR 2:308 OSHA 29 C.F.R. 1910.132 29 C.F.R. 1910.147 29 C.F.R. 1910.1200	03.14/03.24			✓	
Bloodborne pathogens	OSHA 29 C.F.R. 1910.1030	03.14/03.24		✓		
Behaviors prohibited/required reporting of harassment/discrimination.	34 C.F.R. 106.1-106.71, U.S. Department of Education Office for Civil Rights Guidance	03.162/03.262		✓		
Training for Supervisors of Student Teachers	16 KAR 5:040				✓	

PERSONNEL

03.19 AP.23
(CONTINUED)**District Training Requirements**

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
Orientation materials for volunteers	KRS 161.048	03.6			✓	
Teacher professional development/learning	KRS 156.095	03.19	✓			
Instructional leader training	KRS 156.101	03.1912			✓	
The Superintendent shall develop and implement a program for continuing training for selected classified personnel.		03.29			✓	
Training of the instructional teachers' aide with the certified employee to whom s/he is assigned	KRS 161.044	03.5			✓	
Integrated Pest Management (7a) Certification	302 KAR 29:060	05.11			✓	
Training for designated personnel on use and management of equipment		05.4			✓	
If District owns automated external defibrillator (AEDs), training on use of such	KRS 311.667	05.4			✓	
School Safety Coordinator (SSC) training program developed by the Kentucky Center for School Safety (KCSS) School Principal training on procedures for completion of the required school security risk assessment.	KRS 158.4412	05.4			✓	
Fire drill procedure system.	KRS 158.162	05.41		✓		
Lockdown drill procedure system.	KRS 158.162 KRS 158.164	05.411		✓		
Active Shooter Situations	KRS 156.095	03.19/03.29			✓	
Severe Weather/Tornado drill procedure system.	KRS 158.162 KRS 158.163	05.42		✓		
Earthquake drill procedure system.	KRS 158.163	05.47		✓		
Annual in-service school bus driver training	702 KAR 5:030	06.23			✓	
Career Tech – If funds available, High School teachers to receive training regarding embedding reading, math, and science in career tech courses.	KRS 158.818				✓	
Committee for Mathematics Achievement – training for teachers based on available funds.	KRS 158.832		✓			
KDE to provide or facilitate statewide training for teachers and administrators regarding content standards, integrating performance assessments, communication and higher order thinking.	KRS 158.6453 (SB 1)		✓			

PERSONNEL

03.19 AP.23
(CONTINUED)**District Training Requirements**

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
Grants regarding training for state-funded community education directors	KRS 160.156				✓	
Local Board to develop and implement orientation program for adjunct instructors	KRS 161.046				✓	
Designated training for School Nutrition Program Directors and food service personnel	702 KAR 6:045 KRS 158.852 7 C.F.R. §210.31	07.1 07.16			✓	
Teachers of gifted/talented students required training on identifying and working with gifted/talented students. All other personnel working with gifted students shall be prepared through appropriate professional development to address the individual needs, interests, and abilities of the students.	704 KAR 3:285	08.132	✓		✓	
KDE to provide training to address the characteristics and instructional needs of students at risk of school failure and most likely to drop out of school	KRS 156.095	08.141	✓		✓	
Student training on appropriate online behavior on social networking sites and cyberbullying awareness and response	47 U.S.C. 254/Children's Internet Protection Act; 47 C.F.R. 54.520	08.2323			✓	
Confidentiality of student record information	34 C.F.R. 300.623	09.14		✓		
Student suicide prevention training: Minimum of one (1) hour in-person, live stream, or via video recording every other year including the recognition of signs and symptoms of possible mental illness. New hires during off year to receive suicide prevention materials to review. [Employees with job duties requiring direct contact with students in grades six (6) through twelve (12).]	KRS 156.095, KRS 158.070	09.22			✓	
Training on employee reports of criminal activity	KRS 158.148, KRS 158.154, KRS 158.155, KRS 158.156, KRS 620.030	09.2211		✓		
Personnel training on restraint and seclusion and positive behavioral supports	704 KAR 7:160	09.2212		✓	✓	

PERSONNEL

03.19 AP.23
(CONTINUED)**District Training Requirements**

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
Personnel training child abuse and neglect prevention, recognition, and reporting	KRS 156.095	09.227	✓		✓	
Initial/follow-up training for coaches of interscholastic athletic activities or sports	KRS 160.445, KRS 161.166, KRS 161.185, 702 KAR 7:065	03.1161 03.2141 09.311			✓	
Training for school personnel authorized to give medication	KRS 158.838 KRS 156.502 702 KAR 1:160	09.22 09.224 09.2241			✓	
At least one (1) hour of self-study review of seizure disorder materials required for all principals, guidance counselors, and teachers by July 1, 2019, and for all principals, guidance counselors, and teachers hired after July 1, 2019.	KRS 158.070	09.22			✓	
Age appropriate training for students during the first month of school on behaviors prohibited/required reporting of harassment/discrimination	34 C.F.R. 106.1-106.71, U.S. Department of Education Office for Civil Rights Guidance	09.42811			✓	
KDE shall provide technical assistance and training for Response to Intervention upon District request.	KRS 158.305				✓	
Training to build capacity of staff and administrators to deliver high-quality services and programming in the District's Alternative Education Program	704 KAR 19:002	09.4341			✓	
Student discipline code	KRS 158.148, KRS 158.156, KRS 158.444, KRS 525.070, KRS 525.080	09.438		✓		
Intervention and response training on responding to instances of incivility.		10.21		✓		

THIS IS NOT AN EXHAUSTIVE LIST – CONSULT OSHA/ADA AND BOARD POLICIES FOR OTHER TRAINING REQUIREMENTS.For training provided in person, participants should sign in at the end of the meeting to document their attendance. The sign-in sheet shall be maintained in paper or electronic format as required by the Kentucky Records Retention/Public School District Schedule.

EXPLANATION: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) REGULATIONS REQUIRE THAT AS OF JANUARY 6, 2020 DISTRICTS ARE TO COMPLY WITH FEDERAL BUS DRIVER "CLEARINGHOUSE" RULES REQUIRING CHECKS ON APPLICANTS, ANNUAL CHECKS ON CURRENT DRIVERS, INFORMING DRIVERS OF REPORTABLE CONDUCT, AND REPORTING OF DISQUALIFYING INCIDENTS TO THE FMCSA DATABASE.
FINANCIAL IMPLICATIONS: COST OF CLEARINGHOUSE CHECKS

PERSONNEL

03.21 AP.254

Driving Record Violations and Personnel Actions

NEW/RETURNING BUS DRIVERS

The District shall perform a driving history check on school bus drivers prior to initial employment and after a break in service (excluding summers). Decisions to employ or re-employ an individual shall be contingent on receipt of records revealing no driving history convictions that would, as determined by the Superintendent, affect the individual's ability to perform the job. Driver applicants and current drivers are subject to checks of the Federal Motor Carrier Safety Administration Clearinghouse (FMCSA) and related rules as described in Policy 06.221.

A person shall not be employed as a school bus driver if convicted within the past five (5) years of driving a motor vehicle under the influence or driving while intoxicated ~~of alcohol or any illegal drug.~~

CURRENT EMPLOYEES

Current bus drivers shall undergo driving records checks at intervals determined by Board policy. Those whose driving record checks reveal the following violations ~~are~~ may be subject to appropriate disciplinary action, up to and including, termination/nonrenewal.

1. Speeding/major - speeding more than sixteen (16) miles per hour faster than the speed limit within the last two (2) years;
2. Speeding/minor – speeding less than sixteen (16) miles faster than the speed limit more than once within the last two (2) years;
3. Collision resulting in a citation being issued to applicant for being at fault;
4. Under the influence of alcohol or any illegal drugs while on duty or with remaining driving responsibilities that same day;
5. Revocation of driver's license;
6. Conviction for DUI/DWI;
7. Conviction for reckless driving;
8. Citation for any moving motor vehicle violation including that includes either ~~including that includes either~~ DUI/DWI and reckless driving;
~~(A minor motor vehicle violation such as failing to make a full stop at a traffic signal need not be reported to the Superintendent.)~~
9. Citation for violation of state or local law governing motor vehicle traffic control other than a parking violation;
- 9-10. Conviction for a felony sex crime or as a violent offender as defined in KRS 17.165;

Driving Record Violations and Personnel Actions**CURRENT EMPLOYEES (CONTINUED)**

~~40.11~~ Failure to notify the Superintendent if the classified employee has been found by the Cabinet for Health and Family Services to have abused or neglected a child, and if the employee has waived the right to appeal such a substantiated finding or the finding has been upheld upon appeal; or

~~44.12~~ Other criminal or moving vehicle violation, as determined by Superintendent/designee to bear a reasonable relationship to the ability of the individual to perform the job.

NOTE: 702 KAR 5:080 requires bus drivers to report to the Superintendent/designee any violations falling under points five through ~~nineeight~~ (5-98) above.

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EXPLANATION: SB 79 AMENDS KRS 160.380 REPLACING "SUBSTANTIATED" FINDING OF CHILD ABUSE OR NEGLECT WITH "ADMINISTRATIVE" FINDING OF CHILD ABUSE OR NEGLECT.
FINANCIAL IMPLICATIONS: COST OF PRINTING NEW APPLICATIONS AND STAFF TIME TO TRACK THE STATUS IF REPORT INDICATES SUBSTANTIATED FINDING IS ON APPEAL

PERSONNEL

03.221 AP.22

- CLASSIFIED PERSONNEL -

Classified Personnel File Checklist

LAST NAME _____ FIRST NAME _____ SSN# _____
STREET ADDRESS _____ APT# _____ CITY _____ STATE _____
BIRTH DATE _____ GENDER _____ (M) _____ (F) ETHNICITY _____
LOCATION: _____ POSITION: _____ RETIREE Y / N.

HUMAN RESOURCES STAFF WILL VERIFY RECEIPT OF THE ITEMS BELOW:

____ FINGERPRINTS ____ MONEY ORDER ____ CHECK
____ H.S. DIPLOMA ____ HIGH SCHOOL EQUIVALENCY DIPLOMA ____ COLLEGE TRANSCRIPT
____ JOB DESCRIPTION
____ OFFICIAL START DATE FORM
____ NEW EMPLOYEE AGREEMENT (*COMPLETED ONLINE?* Yes ____ No ____)
____ DISABILITIES ACT FORM (*COMPLETED ONLINE?* Yes ____ No ____)
____ I-9: ____ DRIVERS LICENSE ____ SOCIAL SECURITY CARD OR BIRTH CERTIFICATE
____ W4 & K4 TAX FORMS (*COMPLETED ONLINE?* Yes ____ No ____)
____ DIRECT DEPOSIT ENROLLMENT FORM (*COMPLETED ONLINE?* Yes ____ No ____)
____ PHYSICAL EXAMINATION W/ TB ASSESSMENT (*On File* ____ *Received* ____)
____ W2 ELECTRONIC ENROLLMENT FORM (*COMPLETED ONLINE?* Yes ____ No ____)
 * Elected to Receive W2: Electronic Form ____ Paper ____ (please select which option was chosen)
____ EMPLOYEE BENEFITS ACKNOWLEDGEMENT FORM
____ FINGERPRINTS ____ MONEY ORDER ____ CHECK
____ LETTER FROM CABINET FOR HEALTH AND FAMILY SERVICES: Applicants (hired on or after April 4, 2018) must provide a letter from the Cabinet for Health and Family Services stating there are no administrative findings of substantiated child abuse or neglect on record.
____ EDUCATION/EXPERIENCE VERIFICATION SUMMARY SHEET
____ EXPERIENCE VERIFICATION FORM(S):
 HOW MANY _____ DATE SENT FOR PROCESSING: _____
____ KRS FORM 6751-RETIREE'S RETURNING TO WORK (IF APPLICABLE)
____ FOOD HANDLERS CARD (FOOD SERVICE ONLY)

HR Use Only: Contract Sent? _____ (Date and Initial)

EXPLANATION: NEW FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) REGULATIONS FOR ALL CDL OPERATORS CALL FOR CONSENTS FROM DRIVERS SO THAT DISTRICTS CAN CONDUCT REQUIRED SEARCHES OF THE CLEARINGHOUSE DATABASE. THIS AP COVERS WRITTEN CONSENT FOR A "LIMITED" INQUIRY AND POSSIBLE CONSEQUENCES OF REFUSAL TO CONSENT TO INQUIRIES MANDATED BY THE CLEARINGHOUSE REGULATION. FINANCIAL IMPLICATIONS: COST OF CLEARINGHOUSE CHECKS

TRANSPORTATION

06.221 AP.2

Drug and Alcohol Testing Notification and General Consent
NOTIFICATION AND GENERAL CONSENT FOR LIMITED QUERIES OF THE
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA)
DRUG AND ALCOHOL CLEARINGHOUSE

NOTIFICATION

The Commercial Driver's License (CDL) Drug & Alcohol Clearinghouse is a federal database containing information about CDL drivers who have violated the Federal Motor Carrier Safety Administration's (FMCSA's) drug or alcohol regulations in 49 CFR Part 382. Whether you have committed a violation or not, the District or the District's Consortium/Third Party Administer (C/TPA) (as applicable) is required to check whether the Clearinghouse has any information about you at the time of employment and annually. When conducting an annual inquiry, the District or C/TPA will request a "limited" report that only indicates whether the Clearinghouse has any information about you. Before the District or C/TPA can request a limited report, your written authorization is required, per 49 CFR 382.701(b). If a limited query reveals that the Clearinghouse has information about you, you will then be asked to log in to the Clearinghouse website within twenty-four (24) hours to grant electronic consent to obtain your full Clearinghouse record. FMCSA will not disclose detailed information without first obtaining additional specific consent from you.

CONSENT AND ACKNOWLEDGEMENT

I, _____, hereby provide consent to the District
(Employee Name - please print)

and the District's Consortium/Third Party Administer (C/TPA) to conduct pre-hiring and annual limited queries of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about me exists in the Clearinghouse. This consent permits an unlimited number of such queries. My consent is valid from the date shown below until my employment with the District terminates or until I am no longer subject to the drug and alcohol testing rules in 49 CFR Part 382 for the District.

I understand that if I refuse to provide consent to conduct a limited query, or if I refuse to consent to a full query if requested by the District following a limited query, then the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations. I also understand that failure to provide cooperation to allow checking of the database as required by law may be grounds for personnel action based on loss of or legal inability to utilize licensure or certification required for the position.

Employee Signature

Date

RELATED POLICY:

03.27

Bus Driver Alcohol/Drug Testing**SPLIT SAMPLE TESTING**

Controlled substance tests shall follow split sample procedures. Under this provision, a driver whose urine sample has tested positive for a controlled substance has the option (within 72 hours of being notified by the Medical Review Officer) of having the other portion of the split sample tested at another laboratory. If the second portion of the sample also tests positive, then the driver is subject to the sanctions contained in Board policy. If the second portion produces a negative result, or for any reason the second portion is not available, the test is considered negative, and no sanctions shall be imposed.

PRE-EMPLOYMENT ALCOHOL AND DRUG TESTING

Prior to the first time a driver performs safety-sensitive functions (such as time spent driving a vehicle, inspecting a vehicle, loading a vehicle, or a pre-employment road test), the driver must submit to testing for alcohol and controlled substances.

No driver shall perform a safety-sensitive function unless his/her result of the breath alcohol test indicates a blood alcohol level of less than 0.02 and he/she has received a controlled substance test result from the Medical Review Officer (MRO) indicating a verified negative result.

POST-ACCIDENT ALCOHOL AND DRUG TESTING

As soon as practical, following an accident involving a commercial motor vehicle, each surviving driver(s) shall be tested for alcohol and controlled substances when:

1. The accident involved a fatality;
2. The driver received a citation under state or local law for a moving traffic violation arising from the accident.
3. A driver or passenger had to receive emergency medical attention away from the accident scene; or
4. A vehicle had to be towed away from the accident scene.

DRIVER'S RESPONSIBILITY

A driver who is subject to post-accident testing must remain available for testing or the District may consider the driver to have refused to submit to testing. The driver subject to post-accident testing must refrain from consuming alcohol for eight (8) hours following the accident, or until he/she submits to an alcohol test, whichever comes first.

DISTRICT'S RESPONSIBILITY

The Director of Transportation shall provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this rule.

Bus Driver Alcohol/Drug Testing**RANDOM ALCOHOL TESTING**

Random alcohol testing shall be conducted in accordance with the requirements listed below:

1. The District shall use a scientific method, such as a random number table matched with the driver's social security number.
2. Random alcohol testing shall be administered at a minimum annual rate of 25 percent of the average number of drivers and safety sensitive transportation positions as of the date specified in the regulations.
3. Random alcohol tests shall be unannounced and spread reasonably throughout the calendar year.
4. Persons selected for random alcohol tests shall proceed immediately to the testing site upon notification of being selected.
5. The employee shall be tested for alcohol only while the employee is performing safety-sensitive functions, immediately prior to performing, or immediately after performing, a safety-sensitive functions.

In the event a person who is selected for a random alcohol test is on vacation or an extended medical absence, the Superintendent can either select another person for testing or keep the original selection confidential until the person returns.

METHODS OF ALCOHOL

Alcohol tests shall consist of a screening test, and if that test shows a positive reading of 0.02 or greater, a confirmation test shall be administered. The confirmation test shall be administered within 20 minutes of a positive screening.

RANDOM DRUG TESTING

Random controlled substance testing shall be conducted in accordance with the requirements as listed below:

1. A scientifically valid method, such as a random number table which is matched with the driver's social security number, shall be used.
2. Random controlled substance testing shall be administered at a minimum annual rate of 50 percent of the average number of driver positions.
3. Random controlled substance tests shall be unannounced and spread reasonably throughout the calendar year.
4. Drivers selected for random controlled substance tests shall proceed immediately to the testing site upon notification of being selected.
5. In the event a person who is selected for random controlled substance tests is on vacation or an extended medical absence, the Superintendent can either select another driver for testing or keep the original selection confidential until the driver returns.

Bus Driver Alcohol/Drug Testing**BUS CONTRACTORS**

Bus contractors shall be subject to, and participate in, the District's drug and alcohol testing program. All contract drivers shall be included in the District's random testing pool.

ALCOHOL AND DRUG TESTING RATE

The FHWA Administrator may decide to increase or decrease the minimum annual percentage rate for random controlled substance testing based on the reported violation rate for the entire industry. Each year the FHWA Administrator will publish in the Federal Register the minimum annual percentage rate for random alcohol and controlled substance testing of drivers. The new rates will become applicable on January 1 of the following year.

REASONABLE SUSPICION TESTING

The driver shall be required to submit to an alcohol or controlled substance test when the District has reasonable suspicion to believe the driver has violated the alcohol or controlled substance prohibitions.

"Reasonable suspicion" is the belief that the driver has violated the alcohol or controlled substance prohibitions, based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech or body odors of the person."

SUPERVISOR TRAINING

The required observations for alcohol and/or controlled substance reasonable suspicion testing shall be made by a supervisor or District official trained in accordance with the requirements listed below:

1. Persons designated to determine whether reasonable suspicion exists to require a driver to undergo alcohol or controlled substance testing shall receive at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substance use.
2. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
3. The training shall be a total of 120 minutes.

ALCOHOL

Alcohol testing is authorized only if the observations are made during, just before, or just after the period of the work day the driver is required to be in compliance.

If a reasonable suspicion alcohol test is not administered within two (2) hours following the observations, the District shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. If the test is not administered within eight (8) hours the District shall cease attempts to administer the test and shall prepare and maintain the record listed above.

Only one (1) supervisor or District official is required to make the observations necessary to require the controlled substance or alcohol test. The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test.

Bus Driver Alcohol/Drug Testing**RECORDS**

A written record shall be made of the observations leading to an alcohol and/or controlled substance test and shall be signed by the supervisor or District official who made the observations within 24 hours of observation or before results are released, whichever is earlier.

NOTE - The mere possession of alcohol does not constitute a need for reasonable suspicion testing which must be based on observations concerning the driver's appearance, behavior, speech, or body odor.

RETENTION OF RECORDS

Records shall be maintained in a secure location with controlled access.

REQUIRED PERIOD OF RETENTION

<u>DOCUMENT TO BE MAINTAINED</u>	<u>TIME PERIOD</u>
Alcohol test results indicating a breath alcohol concentration of 0.02 or greater	5 years
Verified positive controlled substance test results	5 years
Refusals to submit to required alcohol or controlled substance test	5 years
Required calibration of Evidential Breath Testing Devices (EBTS)	5 years
Substance Abuse Professional's (SAP's) evaluations and referrals	5 years
Annual calendar year summary	5 years
Records related to the collection process (except calibration) and required training	2 years
Negative and canceled controlled substance test results	1 year
Alcohol test results indicating a breath alcohol concentration less than 0.02	1 year

TYPES OF RECORDS TO BE MAINTAINED

1. Records related to the collection process shall include:

- ☐ collection logbooks (if used)
- ☐ documents related to the random selection process
- ☐ calibration documentation of EBTs
- ☐ documentation of Breath Alcohol Technician (BAT) training
- ☐ documentation of reasoning for reasonable suspicion testing
- ☐ documentation of reasoning for post-accident testing
- ☐ documents verifying a medical explanation for the inability to provide adequate breath or urine for testing
- ☐ consolidated annual calendar year summaries

Bus Driver Alcohol/Drug Testing**TYPES OF RECORDS TO BE MAINTAINED (CONTINUED)**

2. Records related to the person's test results shall include:
 - ☐ the District's copy of the alcohol test form, including results
 - ☐ the District's copy of the drug test chain of custody and control form
 - ☐ documents sent to the District by the Medical Review Officer
 - ☐ documentation of any person's refusal to submit to a required alcohol or controlled substance test
 - ☐ documents provided by a person to dispute results of test
3. Documentation of any other violations of controlled substance use or alcohol misuse rules shall include.
4. Records related to evaluations and training shall include:
 - ☐ records pertaining to substance abuse professionals (SAPs) determination of person's need for assistance
 - ☐ records concerning a person's compliance with SAPs recommendations
5. Records related to education and training shall include:
 - ☐ materials on drug and alcohol awareness, including a copy of the District's policy on drug use and alcohol misuse
 - ☐ documentation of compliance with requirements to provide persons with educational material, including person's signed receipt of materials
 - ☐ documentation of supervisor training
 - ☐ certification that training conducted under this rule complies with all requirements of the rule
6. Records related to drug testing shall include:
 - ☐ agreements with collection site facilities, laboratories, Medical Review Officers, and consortia
 - ☐ names and positions of officials and their roles in the person's alcohol and controlled substance testing program
 - ☐ monthly statistical summaries of urinalysis (40.29 (g)(6))
 - ☐ the District's drug testing policy and procedures

LOCATION OF RECORDS

All required records shall be maintained in a secure location with limited access. Records shall be made available for inspection at IAKSS within two (2) business days after a request has been made by an authorized representative of the Federal Highway Administration.

Bus Driver Alcohol/Drug Testing**ANNUAL CALENDAR YEAR SUMMARY**

The Director of Transportation shall prepare and maintain an annual calendar year summary of the results of its alcohol and controlled substance testing programs. The annual summary shall be completed by February 15 of each year, covering the previous calendar year.

NOTIFICATION OF MEDICAL REVIEW

The Medical Review Officer, a licensed physician Officer (Medical Doctor or Doctor of Osteopathy), is responsible for receiving laboratory results generated by a District's drug testing program. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

NOTIFICATION TO DISTRICT

The MRO may report controlled substance test results to the District by any means of communication; however, a signed, written notification must be forwarded within three (3) business days of the completion of the MRO'S evaluation.

The MRO must report to the District the following:

1. that the controlled substance test being reported was in accordance with 49 CFR Part 40;
2. the name of the individual for whom the test results are being reported;
3. the type of test indicated on the custody and control form (random, pre-employment, etc.);
4. the date and location of the test collection;
5. the identification of the persons or entities performing the collection and analysis of the specimens and serving as the MRO for the specific test;
6. the verified results of the controlled substance test (positive or negative) and, if positive, the identity of the controlled substance(s) for which the test was verified positive; and
7. that the MRO has made every reasonable attempt to contact the driver or person performing a safety sensitive service.

NOTIFICATION TO EMPLOYEE

Prior to verifying a "positive" result, the MRO shall make every reasonable effort to contact the employee (confidentially) and afford him/her the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated District official who shall direct the employee to contact the MRO as soon as possible (within 24 hours).

Under split-sample collection procedures, the employee has 72 hours following notification of a positive result to request that the secondary sample be analyzed. In the event a split-sample was not taken or was of inadequate quantity, the original test would be voided, and the employee would not be subject to a retest.

Bus Driver Alcohol/Drug Testing**NOTIFICATION TO EMPLOYEE (CONTINUED)**

While the primary sample is tested at specific thresholds for each controlled substance, the secondary (split) sample is analyzed only for the presence of controlled substances. If a negative result is reached on the secondary test, the original test results shall be disregarded.

CONFIDENTIALITY

Without a specific, written authorization from the tested employee, the MRO shall not release the individual controlled substance test results of any employee to any person, other than to the authorized representatives of the District and Federal, State, or local officials with regulatory authority over the controlled substance testing program.

DISTRIBUTION OF POLICY AND PROCEDURE

A copy of the District's policy and procedures and materials explaining alcohol and drug testing regulations shall be distributed to each affected employee (who shall sign for receipt of the documents), prior to the start of alcohol and controlled substance testing. The materials required to be made available to drivers shall include, as a minimum, detailed discussion of the following:

1. the identity of the person designated by the District to answer driver questions about the materials;
2. which drivers are subject to the alcohol misuse and controlled substance requirements;
3. explanation of what constitutes a safety-sensitive function, so as to make clear what period of the work day the driver is required to be in compliance;
4. specific information concerning employee conduct that is prohibited;
5. the circumstances under which an employee will be tested for alcohol and/or controlled substances;
6. the procedures that will be used to test for the presence of alcohol and controlled substances;
7. the requirement that an employee submits to alcohol and controlled substance testing;
8. an explanation of what constitutes a refusal to submit to an alcohol and controlled substance test;
9. the consequences for employees found to have violated the prohibitions of this rule, including the immediate removal of the employee from safety-sensitive functions;
10. the consequences for employees found to have an alcohol concentration level above 0.02 percent; and
11. information concerning the effects of alcohol and controlled substance use on a individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem and available methods of intervening when an alcohol or a controlled substance problem is suspected, including confrontation, referral to an employee assistance program and/or referral to management.

EXPLANATION: HB 312 AMENDS KRS 159.170 AND KRS 158.140 TO ADDRESS SHARING EDUCATIONAL RECORDS INFORMATION RELATING TO CHILDREN PLACED IN FOSTER CARE BETWEEN THE CABINET, OTHER AGENCIES SERVING THE CHILD AT THE BEHEST OF THE CABINET, AND SCHOOL DISTRICTS "IN ACCORDANCE WITH" FERPA. CONSISTENT WITH THE "UNINTERRUPTED SCHOLARS ACT" WHICH AMENDED FERPA IN 2013 TO ALLOW SHARING OF EDUCATIONAL RECORDS WITH REPRESENTATIVES OF STATE WELFARE AGENCIES HAVING ACCESS TO THE AGENCY CASE PLAN AND RESPONSIBLE FOR CARING FOR SUCH CHILDREN, THIS UPDATE MODIFIES THE SUBJECT FORM WITH THE AIM OF OBTAINING CONFIRMATION FROM THE CABINET THAT CHILD PLACING OR CHILD CARE AGENCY/REPRESENTATIVES QUALIFY FOR ACCESS TO EDUCATIONAL RECORDS INFORMATION AS REPRESENTATIVES OF THE CABINET IN THE EVENT SUCH ACCESS IS NEEDED IN CONNECTION WITH PROPER TRANSFER, ENROLLMENT AND EDUCATIONAL PLACEMENT.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.14 AP.232

Release of Records to State Child Welfare Agency

In order to facilitate the proper transfer, enrollment and educational placement of a child placed in foster care, authorized representatives of a child welfare agency (Cabinet for Health and Family Services) who must be authorized to access the child's case plan may be granted access to student records without parental consent if such agency presents to the District an official court order placing the student whose records are requested under the care and protection of said agency. This form provides access to student records that may be granted on a confidential basis to a child-caring facility or child-placing agency case manager for the same purposes where Cabinet officials with authorized access as stated above certify in writing that such persons or entities are acting in a representative capacity for the Cabinet, are responsible for care of the child, and are authorized to access the child's case plan. Any persons/agencies receiving access to education records as provided above are prohibited by federal law from releasing a child's education records to any individual or entity, except those engaged in addressing the child's educational needs. All applicable information in the below form must be provided/completed.

~~School district administrators may authorize release of protected student education record information to authorized representatives of a Kentucky state child welfare agency if such agency presents to the District an official court order placing the student whose records are requested under the care and protection of said agency. The state welfare agency representative receiving such records must be authorized to access the child's case plan. All information in the below form must be provided/completed.~~

On behalf of the _____ (agency), I am requesting access to and/or release of information in the educational records of the following student enrolled in the District:

Name of Student

School

SPECIFIC INFORMATION REQUESTED

☐ All cumulative records

☐ Grade records only

☐ Attendance record only

☐ Standardized test data only

☐ Other: _____

I understand that I and my agency are prohibited by federal law from releasing a child's education records to any individual or entity, except for those at my agency engaged in addressing that child's educational needs.

I also understand that if the United States Department of Education determines that a third party outside the educational agency or institution discloses educational record information in violation of the law, the educational agency or institution may not allow that third party access to personally identifiable information from education records for at least five (5) years.

By virtue of my signature, I certify:

- I am a representative/caseworker for the following state child welfare agency: _____;
- This agency is responsible under state law for care and protection of the student as provided in the court order referenced below;
- A case plan for the student has been established or is in process for the student; and
- As representative/caseworker I have the right to access such case plan.

CONTACT INFORMATION

Signature of Requesting Individual

Title

Date

Telephone Number

Email Address

STUDENTS

09.14 AP.232

(CONTINUED)

Release of Records to State Child Welfare Agency

CERTIFICATION REGARDING CHILD CARING OR PLACING AGENCIES (IF APPLICABLE)

On behalf of the Cabinet, I additionally confirm that the following individuals/agencies are serving the child as representatives of the Cabinet, are responsible for the care of the child, are authorized to access the child's agency case plan and that access to educational records as checked above is necessary in order to facilitate the transfer, enrollment and educational placement of the child.

Name: _____ Position: _____ Signature: _____
(on behalf of the Kentucky Cabinet for Health and Family Services)

Date: _____

Contact Information: _____

Telephone/Address/Email Address

☐ Child-caring facility _____

Name: _____ Position: _____ Signature: _____

Date: _____

Contact Information: _____

Telephone/Address/Email Address

☐ Child placing facility case manager _____

Name: _____ Position: _____ Signature: _____

Date: _____

Contact Information: _____

Telephone/Address/Email Address

Persons/agencies receiving access to education records as signing above acknowledge they are prohibited by federal law from releasing a child's education records to any individual or entity, except those engaged in addressing the child's educational need and that if the United States Department of Education determines that a third party outside the educational agency or institution discloses educational record information in violation of the law, the educational agency or institution may not allow that third party access to personally identifiable information from education records for at least five (5) years.

**(THE SECTION BELOW TO BE COMPLETED BY DISTRICT RECORDS
CUSTODIAN/DESIGNEE)**

- ☐ The District has an attested or certified original court order placing the student whose records are released under the care and protection of the requesting agency, which order is still in effect.
- ☐ The requesting individual presented appropriate credentials and identification.
- ☐ Payment has been made for any copies requested.

The requesting individual was notified of the following on _____ (date):

- The request was ☐ approved ☐ not approved.
- If approved, the records will be available on _____ (date).

Signature of Records Custodian/Designee

Date

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LEGAL: SB 72 AMENDS KRS 620.030 TO ADD A VICTIM OF FEMALE GENITAL MUTILATION TO REQUIRED REPORTING.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.227 AP.1

Child Abuse/Neglect/Dependency

MAKING AN ORAL REPORT

District employees who receive information from or about a student that causes them to know or gives them reasonable cause to believe that a child is dependent, neglected, abused, or is a victim of human trafficking, or is a victim of female genital mutilation, will promptly make an oral report to the proper authorities listed in Policy 09.227 and may assist the student in making such a report. All employees who know or have reasonable cause to believe that a child is dependent, neglected, or abused have the responsibility to report. Any attempt to prevent such a report is illegal.

The individual making an oral report should make a personal record of the report, including the date and time of report and name of the individual to whom the report was made.

The confidentiality of identifying information pertaining to individuals making a report is protected as provided by statute (KRS 620.050).

EXPLANATION: REQUIREMENTS FOR BOOSTER CLUBS HAVE BEEN UPDATED IN THE ACCOUNTING PROCEDURES FOR KENTUCKY SCHOOL ACTIVITY FUNDS (REDBOOK) ISSUED BY THE KENTUCKY DEPARTMENT OF EDUCATION, WHICH WENT INTO EFFECT AUGUST 2019.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.33 AP.2

Booster Club Agreement

This Agreement is entered into by and between the Fayette County Board of Education (hereafter referred to as “Board”) and an entity known as _____ (hereafter referred to as the “Booster Club”). Through this Agreement, the parties intend to set forth the Terms and Conditions under which the Booster Club may operate and associate with students, teachers, coaches and school administrators at _____ School.

TERMS AND CONDITIONS

1. The Booster Club acknowledges that the Board is responsible for the promotion of education and the general health and welfare of all students attending the Fayette County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public education (KRS 160.290). ~~No dues, fees, or charges shall be assessed to students or parents (exception for PTA/PTO membership fees). All such fees charged to students and/or parents related to students must have prior approval by the Board.~~
2. The Booster Club acknowledges that its activities may affect compliance with Title IX of the Educational Amendments of 1972 (Title 20, U.S.C. §§ 1681-1687, et seq.) by _____ School and the Board. Likewise, any athletic Booster Club acknowledges that, as a condition of membership in the Kentucky High School Athletic Association, representatives of _____ School and the Board must verify that the school complies with Title IX (702 KAR 7:065, Section 2[13]). Accordingly, any Booster Club agrees to provide all information requested by _____ School, the Board, or the Kentucky High School Athletic Association for purposes of determining Title IX compliance. All Booster Clubs further agree to refrain from engaging in any activity which, in the opinion of the Principal or athletic director of _____ School, District Athletic Director or the Superintendent of the Fayette County Public Schools, adversely affect the school’s or the Board’s ability to comply with Title IX.
3. The Booster Club shall, on or before September 15 of each year, designate a representative for purposes of communicating with and providing true and accurate information to the Board and _____ School.
4. Upon request of the Principal or athletic director of _____ School, District Athletic Director or upon request of the Superintendent of the Fayette County Public Schools, the Booster Club shall make available a full and complete list of its members.
5. In addition to complying with the requirements of Title 702 of the Kentucky Administrative Regulations, Chapter 3:130 (internal accounting), and all other relevant statutes and regulations, the Booster Club shall, upon the request of the Principal or athletic director of _____ School, or upon the request of the Superintendent or Board of the Fayette County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. In addition, if requested to do so, the Booster Club shall also provide financial records, certified by the Booster Club president as true and accurate, concerning its activities.

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Booster Club Agreement

6. On or before September 15 of each year, the Booster Club shall advise the Principal and athletic director (if applicable) of _____ School of all fund raising activities planned for the upcoming year. To the extent the Booster Club seeks to engage in additional fund raising activities, it shall give at least _____ days notice of the intended activity.

7. The Principal and athletic director of _____ School and the District Athletic Director and Superintendent and Board of the Fayette County Public Schools expressly reserve the right to reject any fund raising activity for athletic Booster Clubs for any reason. The Principal of _____ School and the Superintendent, or Superintendent designee, and Board of the Fayette County Public Schools expressly reserve the right to reject any fund raising activity for any other Booster Clubs for any reason. The Booster Club agrees that it shall not engage in any fund raising activity which has not been approved or which has been rejected by the Principal or athletic director of _____ School or the Superintendent or Superintendent designee or Board of the Fayette County Public Schools.

8. By executing this document through its designated representative, all members, officers and representatives of the Booster Club agree to abide by the terms and conditions set forth below as well as those additional terms and conditions which may be required by the Board. The designated representative of the Booster Club represents and agrees that he/she will provide a copy of this Agreement to all members of the Booster Club.

** ** *

I hereby acknowledge that I am a representative of the _____ Booster Club and that I am authorized to act on its behalf. I further agree that this Booster Club and its members shall abide by the Terms and Conditions set forth above. I further agree to immediately report to the Principal and athletic director (if applicable) of _____ School and to the Superintendent of the Fayette County Public Schools any violation or breach of this agreement.

(Name of Booster Club)

BY: _____

TITLE: _____

STATE OF KENTUCKY
COUNTY OF FAYETTE

Subscribed and sworn to before me on this the ____ day of _____, 20____, by
_____.

NOTARY PUBLIC

My commission expires: _____

EXPLANATION: SB 8 AMENDS KRS 508.078 TO CHANGE THE DEFINITION OF TERRORISTIC THREATENING. THIS UPDATE ALSO INCLUDES A MORE COMPLETE DESCRIPTION OF CRIMINAL/JUVENILE PENALTIES.

FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE

STUDENTS

09.425 AP.22

Assault and Threats of Violence - Notice of Penalties and Provisions

KRS 158.1559 requires written notice to all students, parents and guardians of students within ten (10) days of the first instructional day of the school of the provisions of KRS 508.078 (making it a crime to make the described threats against school-affiliated persons and persons lawfully on school property or against school operations). In compliance with this requirement, the text of KRS 508.078 is set forth below. ~~Please be advised that there are serious penalties for this second degree terroristic threatening offense. Potential penalties upon conviction of this Class D felony include a term of imprisonment of not less than one (1) year nor more than five (5) years and a fine of not less than one thousand (\$1,000) and not greater than ten thousand (\$10,000) as provided in KRS 532.060 and KRS 532.030, respectively. In addition, a court in a juvenile case dealing with charges based on bomb threats or other criminal threats that disrupt school operations may order the child or his parent(s) to make restitution (pay expenses) caused by the threat to parties such as the District or first responders (KRS 635.060).~~

KRS 508.078 (TERRORISTIC THREATENING, SECOND DEGREE)

1. A person is guilty of terroristic threatening in the second degree when, other than as provided in KRS 508.075, he or she intentionally:
 - a) With respect to any scheduled, publicly advertised event open to the public, any place of worship, or any school function, threatens to commit any act likely to result in death or serious physical injury to any person at a place of worship, or any student group, teacher, volunteer worker, or employee of a public or private elementary or secondary school, vocational school, or institution of postsecondary education, or to any other person reasonably expected to lawfully be on school property or at a school-sanctioned activity, if the threat is related to their employment by a school, or work or attendance at school, or a school function. A threat directed at a person or persons or at a school does not need to identify a specific person or persons or school in order for a violation ~~of this section~~ to occur;
 - b) Makes false statements by any means, including by electronic communication, indicating that an act likely to result in death or serious physical injury is occurring or will occur for the purpose of:
 1. Causing evacuation of a school building, school property, or school sanctioned activity;
 2. Causing cancellation of school classes or school sanctioned activity; or
 3. Creating fear of death or serious physical injury ~~serious bodily harm~~ among students, parents, or school personnel;
 - c) Makes false statements that he or she has placed a weapon of mass destruction at any location other than one specified in KRS 508.075; or
 - d) Without lawful authority places a counterfeit weapon of mass destruction at any location other than one specified in KRS 508.075.

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Assault and Threats of Violence - Notice of Penalties and Provisions**KRS 508.078 (TERRORISTIC THREATENING, SECOND DEGREE) (CONTINUED)**

2. A counterfeit weapon of mass destruction is placed with lawful authority if it is placed as part of an official training exercise by a public servant, as defined in KRS 522.010.
3. A person is not guilty of commission of an offense under this section if he or she, innocently and believing the information to be true, communicates a threat made by another person to school personnel, a peace officer, a law enforcement agency, a public agency involved in emergency response, or a public safety answering point and identifies the person from whom the threat was communicated, if known.
4. Terroristic threatening in the second degree is a Class D felony.

5. Terroristic threatening in the second degree is a Class C felony when, in addition to the violations above, the person intentionally engages in substantial conduct required to prepare for or carry out the threatened act, including but not limited to gathering weapons, ammunition, body armor, vehicles, or materials required to manufacture a weapon of mass destruction.

*****POTENTIAL PENALTIES UNDER KRS 532.060 AND KRS 534.030 UPON CONVICTION*****

Please be advised that there are serious penalties for this second degree terroristic threatening offense. Potential penalties for adults convicted of this offense include terms of imprisonment of not less than one (1) year nor more than five (5) (Class D felony) or not less than five (5) years nor more than ten (10) years (Class C felony) and a fine of not less than one thousand dollars (\$1,000) and not greater than ten thousand dollars (\$10,000) as provided in KRS 532.060 and KRS 532.030, respectively.

Juveniles face sanctions that may include fines up to five hundred dollars (\$500.00) (KRS 635.085); probation or supervision subject to court imposed conditions and graduated sanctions for violations (KRS 635.060); and more serious sanctions if they have prior adjudications or an offense is determined to involve a deadly weapon. In addition, a court in a juvenile case dealing with charges based on bomb threats or other criminal threats that disrupt school operations may order the child or his or her parent(s) to make restitution (pay expenses) caused by the threat to parties such as the District or first responders (KRS 635.060).

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PRINCIPAL'S SIGNATURE: _____

DATE: _____

Request to Examine and/or Copy District Records

NOTE: When a document is submitted that provides information requested by this form, there is no need to require the applicant to complete this form.

PUBLIC ACCESS

~~Records of the Board, except those specifically exempted by statute, are open to public inspection at the Office of the Superintendent. Persons desiring to examine records that are not exempt from public disclosure may do so during regular working hours. Regular working hours shall be posted at the main entrance of IAKSS, as appropriate.~~

Records exempted from public access include:

1. Records of a personal nature where public disclosure is an invasion of personal privacy.
2. Records or information confidentially disclosed to the Board whose disclosure would permit an unfair advantage to competitors.
3. Records or negotiation of real estate transactions until such time as property has been acquired.
4. Test questions and scoring keys before an exam, examinations that are to be reused, and tests that are copyrighted.
5. Preliminary drafts and recommendations.
6. Student records that are prohibited from being released by the Family Educational Rights and Privacy Act and/or the Kentucky Family Education Rights and Privacy Act.
7. Any record, the disclosure of which would have a reasonable likelihood of threatening the public safety.
8. Emergency plan and diagram of a school.

~~For complete information, see the District's CONFIDENTIALITY HANDBOOK, which is available on the FCPS web site.~~

~~Records Custodian:~~ _____

Records Requested By:

Name (**MUST BE PRINTED**): _____

Address: _____

Date: _____ Phone #: _____

~~Are you the parent/guardian of a child enrolled in one of the District's schools?~~ ☐ Yes ☐ No

(CONTINUED)

I am requesting the following records be provided for my inspection:

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I would like to inspect the records by:

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☐ Email, sent to: _____

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☐ U.S. Mail, sent to: _____

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☐ I will come to the FCPS District office to review the documents.

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Signature of Person Requesting Record(s)

Month/Day/Year

| Please attach requests made by letter, ~~email~~, or FAX to this form.

Request to Examine and/or Copy District Records

Any fees associated with the cost of copying shall be collected at the time copies are made. Fees shall not exceed actual copying costs. Copying cost per page shall not exceed 10 cents for requested copies and postage may be charged if the requester does not pick up the copies.

Applicants requesting copies of public records for a commercial purpose (KRS 61.874) shall provide a certified statement to the District stating the commercial purpose for which the records shall be used and shall be required to enter into a contract with the District. The contract shall state the fee required by the District to produce copies to be used for a commercial purpose.

NOTE: Except when individuals designated by the Superintendent are reviewing records, an authorized employee shall provide appropriate supervision while records are being inspected.

For Office Use Only

Records Request received by _____	Date _____
Records Request referred to (if applicable) _____	Date _____
Records Request complied with by _____	Date _____
Records request <input type="checkbox"/> Approved <input type="checkbox"/> Not approved (explanation attached)	

EXPLANATION: SB 8 REVISES THE DEFINITION OF AN SRO.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

ADMINISTRATION

02.31 AP.1

School Resource Officers (SROs)

DEFINITION

"School resource officer" or "SRO" means an officer whose primary job function is to work with youth at a school site who has specialized training to work with youth at a school site and is:

- (a)
 - 1. A sworn law enforcement officer; or
 - 2. A special law enforcement officer appointed pursuant to KRS 61.902; and
- (b) Employed:
 - 1. Through a contract between a local law enforcement agency and a school district;
 - 2. Through a contract as secondary employment for an officer, as defined in KRS 16.010, between the Department of Kentucky State Police and a school district; or
 - 3. Directly by a local Board of Education.¹

ROLES AND EXPECTATIONS

This procedure describes the roles and expectations in addition to the matters covered in Policy 02.31, of SROs directly employed by the District as well as other school employees who work with SROs as follows.¹

- An SRO, as assigned and coordinated with the Central Office administration or Principal, is expected to provide or assist with presentations, trainings, and instruction to students, faculty, administration, and school-related groups regarding law enforcement, safety, drug education and prevention, crime prevention and emergency preparedness, and laws intended to protect the safety and well-being of students, staff, and the community. An SRO is expected to develop appropriate, positive relationships to promote crime prevention, good citizenship, and healthy behaviors intended to prevent the need for disciplinary or law enforcement interventions.
- An SRO will not be responsible for enforcement or administration of discipline of students by other school staff, the Superintendent, school administration, or the Board, nor are SROs responsible for discipline of school employees. Other school employees are likewise not responsible for law enforcement functions or investigations and are not vested with criminal law enforcement authority.
- In furtherance of the promotion of school safety and security, and consistent with Policy 09.14 and corresponding procedures/notices under the Family Educational Rights and Privacy Act ("FERPA"), an SRO may access personally identifiable information ("PII") contained in student records in which s/he has a legitimate educational interest as a "school official." An SRO is expected to observe prohibitions on the redisclosure of PII to which s/he is permitted access unless a FERPA exception applies.

School Resource Officers (SROs)**ROLES AND EXPECTATIONS (CONTINUED)**

- An SRO is expected to assist other school staff as needed in order to determine whether conduct implicates a criminal reporting standard under KRS 158.154; KRS 158.155, or KRS 158.156. After receiving assistance from an SRO regarding the conduct at issue, the staff person and SRO may jointly contact outside law enforcement where it is determined that such a report is required.¹
- In the event an SRO is involved in an interview of a student or others, an SRO or other law enforcement officer is expected to determine within his/her discretion whether *Miranda* warnings are required and for administering such warnings.²
- An SRO is expected to consult and provide input as requested by the Superintendent, Principal, the District School Safety Coordinator and other school staff on school safety issues and requirements including, but not limited to, physical security measures, emergency planning, drills and trainings, school safety plans, security risk assessments, and threat assessment planning and implementation.
- An SRO is expected to serve as a liaison to outside law enforcement, first responders, the court system and other state and local agencies in coordination with and under the direction of the Principal or Superintendent/designee.
- An SRO is expected to solicit support and develop understanding of the SRO program, as requested by the Superintendent/designee. An SRO is expected to be available for conferences with students, parents, and faculty members in furtherance of the purposes of the SRO program.
- An SRO is expected to become familiar with community agencies and school-based resources, which offer assistance to youth and their families such as mental health and drug intervention and counseling services in order to make or assist with referrals to such resources when necessary.

REFERENCES:

¹KRS 158.154; KRS 158.155; KRS 158.156

²N.C. vs. Commonwealth, Ky. 386 S.W.3d 852 (2013)

RELATED POLICIES:

09.14; 09.2211; 09.227; 09.422; 09.425; 09.4361

Magnet and Gifted and Talented Allocations

Magnet School: Maxwell Spanish Immersion Magnet

Magnet Programs: Dixie, Magnet, Bryan Station Middle Spanish Immersion and Bryan Station Senior Spanish Immersion, Lexington Traditional Magnet, Frederick Douglas High School – Biomedical Sciences, and Tates Creek High School International Baccalaureate Program.

Gifted/Talented Programs: Gifted Accelerated Program for Elementary and Middle Feeder Schools, SCAPA Bluegrass, SCAPA Lafayette, Henry Clay Liberal Arts Accelerated Cluster and MSTC at Paul Laurence Dunbar.

International Baccalaureate Program: Tates Creek Elementary and Middle Schools.

ELEMENTARY GIFTED AND TALENTED, MAGNET SCHOOLS AND PROGRAMS	
Dixie Magnet Primary 24:1 4 th Grade 28:1 5 th Grade 29:1	Maxwell Primary 24:1 4 th Grade 28:1 5 th Grade 29:1
Elementary Accelerated Cluster: 4 th Grade 28:1 5 th Grade 29:1	
MIDDLE SCHOOLS	
Lexington Traditional Magnet 6 th Grade 29:1 7 th -8 th Grade 31:1	Bryan Station Middle Bryan Station's Spanish Immersion 6 th Grade 29:1 7 th -8 th Grade 31:1 1 Spanish Immersion Facilitator shared with BSHS <u>(District Position)</u>
Tates Creek Middle Teachers Middle Accelerated Cluster program 6 th Grade 29:1 7 th -8 th Grade 31:1	Winburn Accelerated Cluster program 6 th Grade 29:1 7 th -8 th Grade 31:1
SCAPA Teachers/Consultants = 5.8 positions	

Magnet and Gifted and Talented Allocations

HIGH SCHOOLS	
Bryan Station's Spanish Immersion Staffed at 31:1 1 Spanish Immersion Facilitator shared with <u>BSMS (District Position)</u> <u>BSHS</u>	Frederick Douglas High School Biomedical Sciences Academy Program staffed at 31:1
Henry Clay Liberal Arts Accelerated Academy 1 G/T Facilitator (0.8 assigned to the school with 0.2 assigned to G/T IAKSS) .50 G/T Enrollment counted toward G/T staff and .50 G/T enrollment counted toward regular staff 0.2 Teacher for Program Enrichment Program staffed at 31:1	Lafayette - SCAPA SCAPA Teachers/Consultants = 4.4 positions 1 G/T Facilitator shared with SCAPA Bluegrass (0.8 assigned to the school with 0.2 assigned to G/T IAKSS)
Paul Laurence Dunbar 1 G/T Facilitator (0.8 assigned to the school with 0.2 assigned to G/T IAKSS) .50 G/T Enrollment counted toward G/T staff and .50 G/T enrollment counted toward regular staff 0.2 Teacher for Program Enrichment Program staffed at 31:1	
<u>International Baccalaureate Program</u>	
<u>Tates Creek Elementary</u> <u>Primary 24:1</u> <u>4th Grade 28:1</u> <u>5th Grade 29:1</u> <u>International Baccalaureate 0.5 IB Facilitator shared with TCM (District Position)</u>	<u>Tates Creek Middle</u> <u>6th Grade 29:1</u> <u>7th-8th Grade 31:1</u> <u>International Baccalaureate 0.5 IB Facilitator shared with TCE (District Position)</u>
<u>Tates Creek High School</u> <u>International Baccalaureate 1 IB Facilitator (District Position)</u>	

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EXPLANATION: SB 79 AMENDS KRS 160.380 REPLACING "SUBSTANTIATED" FINDING OF CHILD ABUSE OR NEGLECT WITH "ADMINISTRATIVE" FINDING OF CHILD ABUSE OR NEGLECT.

FINANCIAL IMPLICATIONS: COST OF PRINTING NEW APPLICATIONS

PERSONNEL

03.11 AP.1

- CERTIFIED PERSONNEL -

Hiring

The following procedures shall apply in the recruitment, selection, and employment of all certified personnel hired in the District.

RECRUITMENT

Recruiting shall be the responsibility of the Superintendent/designee. Efforts shall be made to recruit a quality staff to include, but not be limited to:

1. Working through placement bureaus of regional and state colleges and universities;
2. Working with state educational associations and the state department of education;
3. Advertising through appropriate media.

POSTING

Vacancies shall be posted on the Kentucky Department of Education and District web sites.

CERTIFIED VACANCIES

The Superintendent/designee shall notify the Chief State School Officer of the vacancy at least fifteen (15) days prior to filling the position. When such a vacancy needs to be filled in fewer than fifteen (15) days to prevent disruption of necessary instructional or support services, a waiver may be requested from the Chief State School Officer. If the waiver is approved, the appointment shall not be made until the person selected has been approved by the Chief State School Officer.

APPLICATIONS

All applications for positions shall be made utilizing electronic forms furnished by the Department of Human Resources.

The Superintendent/designee shall review each application for completeness and shall send an e-mail notice to each applicant indicating (a) the date of the review and (b) any additional materials requested.

CRIMINAL RECORD INQUIRY

The District shall make appropriate inquiries with law enforcement agencies to ascertain if an applicant has a criminal record. The applicant shall submit with the application his/her check or money order in the required amount made payable to the "Fayette County Board of Education." To complete this requirement, the applicant recommended for hire shall be finger-printed by the Department of Human Resources.

EEOC COMPLIANCE

The Equal Employment Opportunity Commission recordkeeping regulations require the District to maintain records in chronological order of the name, address, sex and race of all persons who have applied for employment, including the dates on which such applications are made.

Hiring

ELIGIBILITY VERIFICATION

The United States Immigration and Naturalization Service (INS), Immigration Reform and Control Act of 1986, requires that eligibility for employment in the United States shall be verified. Accordingly, the applicant shall file with the Department of Human Resources the required documents for verification as specified by the INS. The applicant shall advise the Department of Human Resources, in advance, of the need to determine appropriate alternative documents if s/he is unable to provide the required documents.

SUPPORTING MATERIALS

Certification - Certified personnel shall hold valid certification issued by the state of Kentucky and shall file the certificate with the Department of Human Resources. Individuals who are to complete the beginning teacher internship shall file a valid Confirmation of Employment/Statement of Eligibility.

The Department of Human Resources shall review the files of all certified employees appointed to positions and provide the appropriate administrator with a listing of any credentials that are incomplete.

References - Beginning teachers shall include in their list of references the names of their supervising or cooperating teacher and college coordinator of student teaching. Experienced personnel should include the name of their present principal and/or supervisor. The applicant shall provide specific and correct names, mailing addresses (including ZIP code), and email addresses for all references.

For other applicants, three (3) confidential references are required. The applicant shall provide specific and correct names, addresses (including ZIP code), and email addresses for all references.

EXPIRATION OF CERTIFICATION/LICENSURE

When an employee's required certification/license has expired, the following process shall be implemented:

1. The employee will be notified in writing of the expired certificate/license and temporary placement and guidelines.
2. When an employee has allowed a certification/license to expire, the employee will be temporarily placed in a non-certificate/license required position for thirty (30) days to allow for follow up on renewal of the certificate/license.
3. When the period of thirty (30) days has lapsed and certificate/license has not been renewed/updated, the employee will be terminated.
4. The employee may reapply when the certificate/license has been renewed; however the District will be under no obligation to rehire the individual.
5. The employee's salary will be adjusted to the thirty (30) temporary placement job salary, and the District will be under no obligation to retroactively pay the individual once the certificate/licenses has been renewed/updated.

Hiring

EXPIRATION OF CERTIFICATION/LICENSURE (CONTINUED)

6. If the employee is able to renew/update the certificate/license before the thirty (30) day timeline, they will be placed in a position similar to the one previously held; however, there is no guarantee of placement in the same position or at the same location.

ADDITIONAL DOCUMENTS

In the event employment is offered to the applicant, s/he shall submit the following additional required support documents/items or take the appropriate additional action, as specified:

Health Certificate - Prior to beginning work, employees are required to submit a health certificate. The certificate shall verify a completed medical examination within the ninety (90) day period immediately prior to the employment date.

ADA Form - The Special Notice to Disabled Individuals shall be available to employees who wish to volunteer information concerning any personal physical or mental disability in accordance with the Rehabilitation Act and Americans with Disabilities Act.

Tax Exemption Certificates - The W-4 (federal) and K-4 (Kentucky) tax exemption certificates shall be completed for income tax purposes.

Employment Eligibility Verification - The Form I-9 shall be completed for employment eligibility.

Job Description - New employees shall sign their job description, which shall delineate the general duties and responsibilities of the position. (Job descriptions shall not be considered all-inclusive descriptions of the job, but shall indicate the general parameters of the duties and responsibilities of the position.)

Letter from the Cabinet for Health and Family Services – stating there are no administrative findings of substantiated child abuse or neglect on record.

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SELECTION FACTORS

The Superintendent/designee shall screen applicants based on the following factors:

1. Certification (when required for the position)
2. Educational background
3. Previous work experience
4. Recommendations
5. Results from required testing

HIRING OF RELATIVES OF THE PRINCIPAL/HIRING MANAGER

The Superintendent shall not employ a relative of a member of the Board.

A relative of the Superintendent shall not be employed except as provided by KRS 160.380.

The Superintendent shall not employ a relative of any employee to work under the direct or indirect supervision of that employee. "Relative" means father, mother, brother, sister, husband, wife, son, daughter, aunt, uncle, (including subcategories of in-law, half and step relatives).

Exception to the above is substitute personnel.

Hiring**COMPLETION OF EMPLOYMENT PROCESS**

For SBDM schools, hiring shall follow statutory guidelines and the provisions of Policy 02.4244, and the Superintendent shall complete the hiring process. Decisions on It's About Kids Support Services and District-wide personnel shall be made by the Superintendent/designee. The Superintendent shall inform the Board of the appointment of all personnel.

HIRING OF RETIRED PERSONNEL

Re-employment on a full-time basis of persons previously retired from the District shall not be a standard practice. In an emergency situation, however, consideration and employment of retired personnel is acceptable, as long as it can be demonstrated that the individual is the best qualified person for a particular vacancy.

SCREENING/INTERVIEW

Interview teams, as appointed by the Superintendent/designee, shall determine those applicants to be interviewed in accordance with the needs of the school system.

The first phase of applicant screening for basic qualifications shall be conducted by the Department of Human Resources. Interview teams led by the school Principal, hiring manager, and/or the SBDM council, as appropriate under law, which include subject area specialists and principals, shall review and evaluate only those applicants who have successfully completed the credential screening by the Department of Human Resources.

The Division of Human Resources shall make available to the Principal and SBDM councils information regarding qualified applicants.

Applicants may be requested to provide additional information or to undergo further interviews regarding position-specific qualifications.

The Principal shall communicate the candidate selected for employment to the Department of Human Resources for validation and presentation to the Superintendent. In schools operating under SBDM, the Principal shall confer with the Council before submitting the selection.

The Department of Human Resources shall prepare and distribute necessary forms and instructions to all administrators responsible for interviewing and placement of District employees. However, the official offer of employee shall be made by the Division of Human Resources.

USE OF CONSULTANTS

Consultant contracts must be approved in accordance with Board policy 01.11.

Consultants are those individuals retained by the District via contract to provide services to the District or an individual school that present District staff are unable to provide. The kinds of assistance sought from consultants may include, but are not necessarily limited to, services such as: conducting fact-finding studies, surveys, and research; providing counsel and/or training in areas requiring special expertise; and, assisting the District with policy development and/or program recommendations.

Hiring**USE OF CONSULTANTS (CONTINUED)**

Before entering into any agreement with a consultant, the District shall obtain from the consultant a written proposal that details, at a minimum, the following information regarding the consultant and services to be provided:

1. The qualifications held by the consultant, which offer proof of the individual's experience and expertise in the appropriate service area;
2. The specific measurable objectives to be accomplished;
3. The specific tasks to be performed;
4. The target dates for completion of tasks;
5. The method to be used to report results to the District and/or to deliver any "product," e.g., plans, recommendations, training, etc.; and;
6. Total costs.

Written contracts, based on the above proposal, shall be required in all cases where a consultant is employed by the District. Such contracts shall specify the full amount to be expended for the contracted services, including amounts for travel and related expenses.

Employees that have retired under the ~~Kentucky~~ Teachers' Retirement System (~~K~~TRS) may be used as consultants on a limited basis, but only in keeping with requirements of ~~K~~TRS.

CONTRACT

Personnel hired by the Superintendent shall be notified of their contractual obligations electronically. Electronic contracts must be signed and returned to the Department of Human Resources within thirty (30) days of receipt.

Student Fee Procedures

SCHEDULE APPROVED ANNUALLY

A schedule of fees charged to students shall be reviewed and approved annually by the Board. The approved schedule shall be published in student handbooks or other written notice, as appropriate.

NO CHILD DENIED

Students will not be denied access to any educational program due to an inability to pay a fee, purchase school supplies, or rent or purchase instructional resources. This requirement shall apply to all school-planned activities.

FEE WAIVERS

Principals shall determine those students who qualify for free school supplies and instructional resources as follows:

1. Principals shall use the guidelines of the free and reduced-price meal program to determine the inability of students to rent instructional resources, pay fees, and purchase necessary school supplies. *
2. During the first week of school, the Principal shall send to the parents of each student the eligibility guidelines for free and reduced-price meals. The eligibility guidelines form shall include a statement that if the student qualifies for free or reduced-price meals, s/he also qualifies for free necessary school supplies.
3. Parents shall be informed that they must complete the required documentation to be eligible for exemption from payment of fees for necessary school supplies.

*If a school or District participates in the Community Eligibility Provision (CEP) meal program, the Principal shall use the Household Income Form (HIF) to determine the inability of students to rent instructional resources, pay fees, and purchase necessary school supplies.

All students who qualify for free or reduced price meals shall be informed of fee waiver provisions. At the beginning of each school year, the Superintendent's designee shall provide Principals with written notices explaining this procedure to be distributed to all qualifying students.

Qualifying students shall receive a waiver for all mandatory charges, direct or indirect, which would otherwise be required for participation in the following school- sponsored courses, activities, programs, events or services:

1. Charges and deposits collected by a school for use of school property, including but not limited to, locks, towels, laboratory equipment and special workbooks;
2. Charges for field trips, any portion of which fall within the school day;
3. Charges or deposits for uniforms or equipment related to intramural sports, music, or fine arts programs;
4. Special supplies or fees required for particular class projects. The Board may choose to return such projects after completion or provide them to students at a nominal cost;
5. Graduation fees required for participation;
6. Special education fees;
7. School records fees;
8. School health service fees;
9. General activities fees;

Student Fee Procedures**FEE WAIVERS (CONTINUED)**

10. Dual Credit tuition, and International Baccalaureate (IB) fees;
11. Vocational education fees; and
12. Any other fees not exempt under Board policy or procedure.

Students who do not qualify for a waiver may be charged a fee in these areas. Inability to pay, however, shall not exclude a student from participation in any school-sponsored activity.

The Principal shall notify the parent of students of approval or denial of fee waiver within five (5) school days after receipt of the application. Any denial shall explain specific grounds and permit appeal to the Principal to discuss the decision.

The Principal shall be responsible for maintaining records of the number of students eligible for fee waivers, those students requesting a waiver, those receiving a fee waiver, and copies of related documents used by the school.

Fee waiver funds may not be used for:

1. Activities or rental of property taking place or for exclusive use outside the normal six (6) hour school day (and any District extension of such) and having no impact upon graduation from or credit for any instructional course(s) included in or authorized by the Program of Studies for Kentucky Schools, Grades K-12; and
2. Costs for materials, equipment, or supplies beyond those necessary for full credit for instructional courses and essential for meeting student performance objectives.

In SBDM schools, councils shall provide free supplies and/or instructional resources from funds allocated to the school.

DUAL CREDIT TUITION

Dual credit allows junior and senior high school students to receive both high school and postsecondary credit at the same time for approved coursework. The District shall cover dual credit fees for up to two (2) classes per year for students eligible for free and reduced lunch after all Dual Credit Scholarship (KHEAA) opportunities have been exhausted. If a school participates in the Community Eligibility Provision (CEP) meal program, the Principal shall use the Household Income Form (HIF) to determine the inability of students to pay tuition for dual credit classes.

The District has collaborated with Kentucky public post-secondary institutions of higher education to expand opportunities to students participating in the Opportunity Middle College and The STEAM Academy. The District shall cover dual credit fees for up to ~~eight (8)~~^{four (4)} classes ~~over a~~^{per} two (2)-year period (Junior and Senior Year) for students eligible for free and reduced lunch after all Dual Credit Scholarship (KHEAA) opportunities have been exhausted. If a school participates in Community Eligibility Provision (CEP) meal program, the Principal shall use the Household Income Form (HIF) to determine the inability of students to pay tuition for dual credit classes.

Student Fee Procedures**INTERNATIONAL BACCALAUREATE FEES**

The IB Diploma program is open to junior and seniors and allows students to participate in a rigorous college preparation program while providing students the opportunity to receive college credit. The District shall cover up to five (5) IB courses needed to obtain Full IB Diploma Program for students eligible for free and reduced lunch. If a school participates in Community Eligibility Provision (CEP) meal program, the Principal shall use the Household Income Form (HIF) to determine the inability of students to pay IB fees.

ADVANCED PLACEMENT FEES

The Advanced Placement program allows high school students the opportunity for college credit with a required standardized end-of-course exam. KRS 160.348 requires all AP examinations fees to be covered by KDE. Advanced Placement fees are required to be covered for all students qualifying for free and reduced lunch. In the event that KDE no longer provides funding, the District shall cover up to two (2) classes per year for eligible students. If a school participates in Community Eligibility Provision (CEP) meal program, the Principal shall use the Household Income Form (HIF) to determine the inability of students to pay exam fees for Advanced Placement.

RELATED PROCEDURES:

09.15 AP.2

09.15 AP.21

Public Records Notice

To be posted at the main entrance of the IAKSS Office and of each school building, as appropriate.

RULES/REGULATIONS FOR INSPECTION

Pursuant to KRS 61.870 to KRS 61.884, the public is notified that, as provided herein, the public records of the Fayette County Board of Education are open for inspection.

Public records may be inspected Monday through Friday, except holidays, during regular working hours as posted at the main entrance of the IAKSS Office and of each school building. Upon request, a designated District employee will furnish application forms for the inspection of the public records and, if required, s/he will be available to provide assistance in completing the application form. The official custodian may require:

- a) Written application, signed by the applicant and with his/her name printed legibly on the application, describing the records to be inspected; ~~and~~
- ~~a) b)~~ The written application shall be hand delivered, mailed, or sent via facsimile to the public agency;
- ~~b) Facsimile transmission of the written application; or~~
- ~~Email of the application.~~

Completed application forms should be submitted to Superintendent Emmanuel Caulk, the Board's official custodian of public records, by fax to (859)381-4149 or at one of the following addresses:

It's About Kids Support Services IAKSS Office	Mailing Address
701 E. Main Street Lexington, KY 40502	<u>1126 Russell Cave Road</u> <u>Lexington, KY 40505</u>

An individual who applies to review public records shall be advised of the availability of the records requested and shall be notified in writing, within the time allotted by law ~~not later than three (3) working days~~ after receipt of an application for inspection, of any reason the records s/he requested are not available for public inspection.

Copies of written materials in the public records of this district shall be furnished to the person requesting them on payment of a fee of ten cents (.10) per page. Copies of nonwritten records (photographs, maps, material stored in computer files or libraries, etc.) shall be furnished to the person requesting them upon payment of a fee equal to the actual cost of producing copies of the requested records by the most economical process that is unlikely to damage or alter the records.

Applicants requesting copies of public records for a commercial purpose (KRS 61.874) shall provide a certified statement to the District stating the commercial purpose for which the records shall be used, and shall be required to enter into a contract with the District. The contract shall state the fee required by the District to produce copies to be used for a commercial purpose.

Persons who live outside the area and who wish to request copies of public records should contact the person listed above.

Designated Representative

Date

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

MEETING: Planning

DATE: 6/8/2020

TOPIC: Employee Leave Policy Updates

PREPARED BY: John White

**Recommended Action on: 6/8/2020
Action Item First Read**

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to review proposed policy changes to policies 03.122; 03.222; and 03.123 AP .2.

Background/Rationale: Proposed policy changes requires the policies to be presented at (2) consecutive Board meetings prior to Board approval. Once, as a first read item, and, secondly, as an action item for vote.

Policy: 01.11

Fiscal Impact: N/A

Attachments(s): 03.122; 03.222; and 03.123 AP .2

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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

-CERTIFIED PERSONNEL-**Holidays and Vacations****HOLIDAYS**

All certified or classified salaried employees shall be paid for four (4) holidays, which shall be designated in the official school calendar.¹

HOLIDAY RESTRICTIONS

Employees who do not work both the day before and the day after a holiday and who are not on paid leave authorized by their supervisor shall not receive pay for the holiday.

VACATIONS

Twelve-month certified and salaried classified employees shall be eligible for twelve (12) days paid vacation annually.

Twelve-month certified and salaried classified employees whose base salaries are paid from the teachers' salary schedule shall be eligible for vacation leave as specified.

<u>Years of Experience*</u>	<u>Number of Days</u>
0 - 5 years	12 days
6 - 10 years	13 days
11 - 15 years	14 days
16+ years	15 days

*Based upon years of experience credit as determined by the Director of Human Resources at time of employment.

Vacations must be scheduled in advance by the immediate supervisor for staff members under their supervision.

~~Thirty (30)~~~~Eighteen (18)~~ days of unused vacation time shall be the maximum carried over to the next fiscal year.

VACATION RESTRICTIONS

Twelve-month employees who have been on duty less than twelve (12) months shall earn vacation on a prorated basis. Employees who start the first work day of the month shall earn vacation for the entire month. Employees who start after the first work day but prior to the 16th day of the month shall earn one-half (½) vacation leave for the month. Employees who start on the 16th day of the month or after shall not earn vacation for that month.

Recognition of annual leave for TRS purposes shall be governed by applicable statutes and regulations. For an individual who became a member of TRS on or after July 1, 2008, payment for annual or compensatory leave shall not be included in determining the member's last annual compensation.

PERSONNEL

03.122
(CONTINUED)

Holidays and Vacations

REFERENCES:

¹KRS 158.070
KRS 160.291
KRS 161.220; KRS 161.540
KRS 2.110; KRS 2.190

PERSONNEL

- CLASSIFIED PERSONNEL -

Holidays and Vacations

HOLIDAYS

All regular full-time and part-time classified personnel (those employed 175 days or more) shall be eligible for the four (4) paid holidays designated in the official school calendar.

HOLIDAY RESTRICTIONS

Employees who do not work both the day before and the day after a holiday and who are not on paid leave authorized by their supervisor shall not receive pay for the holiday.

EXCEPTIONS

The Superintendent may require, for security or other reasons, certain classified personnel to work on holidays. In this case, the employee shall be granted the holiday on another day.

VACATIONS

Regular twelve-month employees shall be eligible for twelve (12) days paid vacation annually. Vacations must be scheduled in advance by the immediate supervisor for staff members under their supervision.

Thirty (30)~~Eighteen (18)~~ days of unused vacation time shall be the maximum carried over to the next fiscal year.

VACATION RESTRICTIONS

Twelve-month employees who have been on duty less than twelve (12) months shall earn vacation on a prorated basis. Employees who start the first work day of the month shall earn vacation leave for the entire month. Employees who start after the first work day but prior to the 16th day of the month shall earn one-half (½) vacation leave for the month. Employees who start on the 16th day of the month or after shall not earn vacation leave for that month.

REFERENCES:

KRS 158.070
KRS 160.291
KRS 161.154
KRS 2.110
KRS 2.190

Leave Form

SCHOOL LOCATION: _____	SALARIED EMPLOYEE <input type="checkbox"/>
PLEASE USE BLUE OR BLACK INK ONLY	HOURLY EMPLOYEE <input type="checkbox"/>

☐ **SICK LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1232/03.2232. (**AFFIDAVIT OR PHYSICIAN STATEMENT REQUIRED)**

DATE(S) OF SICK LEAVE: _____ ☐ SALARIED # OF DAYS OR ☐ HOURLY # OF HOURS

REASON FOR ABSENCE (CHECK ONE)

☐ EMPLOYEE'S ILLNESS ☐ FAMILY MEMBER ILLNESS ☐ MOURNING (RELATIONSHIP TO EMPLOYEE)

☐ **PERSONAL LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1231/03.2231. (**AFFIDAVIT REQUIRED)**

DATE(S) OF PERSONAL LEAVE: _____ ☐ SALARIED # OF DAYS OR ☐ HOURLY # OF HOURS

*Two (2) day prior supervisor approval required

**Comes the affiant/employee, _____, after being duly sworn, and states as follows:

I am submitting this request for the use of leave for the purpose(s) checked above; that the facts supporting the request for leave as indicated are true and correct; and that to the best of my knowledge, information, and belief, I am qualified for the leave requested pursuant to applicable state statute and Board policy.

Affiant/Employee Signature: _____ Date: _____

Affiant/Employee Printed Name: _____ Affiant/Employee No.: _____

(Legal Name on Master File)

Subscribed and sworn before me in the county of Fayette, state of Kentucky, on this the _____ day of _____, 20____.

My Commission Expires: _____

Notary Public _____ Notary signature indicates the employee swore under oath to the information contained herein as truthful. It does not verify or certify the employee's actual leave time.

☐ **EMERGENCY LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1236/03.2236.**

DATE(S) OF EMERGENCY LEAVE: _____ ☐ SALARIED # OF DAYS OR ☐ HOURLY # OF HOURS

*OTHER REASONS FOR ABSENCE THAT DO NOT REQUIRE TWO (2) DAY APPROVAL (CHECK ONE):

☐ *BEREAVEMENT ☐ *DISASTERS ☐ LEGAL PROCEEDINGS (SUBPOENA REQUIRED – COURT DOCUMENTATION TO ACCOMPANY LEAVE FORM)

☐ *OTHER, AS APPROVED BY THE SUPERINTENDENT/DESIGNEE (MUST SPECIFY): _____

☐ **VACATION LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.122/03.222.**

DATE(S) OF EMERGENCY LEAVE: _____ ☐ SALARIED # OF DAYS OR ☐ HOURLY # OF HOURS

☐ **JURY LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1237/03.2237.**

DATE(S) OF JURY LEAVE: _____ ☐ SALARIED # OF DAYS OR ☐ HOURLY # OF HOURS

☐ FEDERAL COURT ☐ OTHER (COURT DOCUMENTATION IS REQUIRED TO ACCOMPANY LEAVE FORM (DISTRICT WILL BE REIMBURSED BY DEDUCTION FROM EMPLOYEE'S PAYCHECK.).)

☐ **MILITARY LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1238/03.2238.**

DATE(S) OF MILITARY LEAVE: _____ ☐ SALARIED # OF DAYS OR ☐ HOURLY # OF HOURS

Employee's Signature _____ Date _____

Employee's Printed Name (Legal Name on Master File) _____ Employee Number _____

Superintendent/designee's Signature Approving Leave as Requested _____ Date _____

This form should accompany Payroll Reports.

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Leave Form

Leave time must be used in half-day or whole-day increments for salaried employees and in quarter hour increments for classified hourly employees.

****AFFIANT SIGNATURE/NOTARIZATION REQUIRED FOR SICK LEAVE (WITHOUT PHYSICIAN STATEMENT) AND PERSONAL LEAVE**

SICK LEAVE: BOARD POLICIES 03.1232/03.2232

In accordance with provisions stated in KRS 161.155, administrators, teachers, full-time classified employees and eligible part-time classified employees of the Fayette County Board of Education may be granted sick leave days not to exceed twelve (12) days per school year for the following:

- a) For personal illness, including illness or temporary disabilities arising from pregnancy. Sick leave may not be used for any period of absence required for child rearing.
- b) For the purpose of attending to a member of the immediate family who is ill. Immediate family includes the employee's spouse, children (including stepchildren) foster children, grandchildren, parents, spouse's parents, grandparents, spouse's grandparents without reference to the location or residence of said relative, siblings, son/daughter-in-law, and any other blood relative who resides in the employee's home.
- c) For the adoption of a child up to thirty (30) days following the adoption of the child or children.
- d) For mourning an immediate member of employee's family.
- e) The Board may allow employees to use up to three (3) days sick leave per school year for emergency leave according to policy.

PERSONAL LEAVE: BOARD POLICIES 03.1231/03.2231

Personal leave shall not be taken on the Opening or Closing day of school. Personal leave notice shall be given at least two (2) days in advance to Principal or Supervisor for approval. The maximum number of employees that may be absent on personal leave on any given day shall not exceed five percent (5%) within the major job categories or (one [1] person classified, two [2] people certified) whichever is greater. The immediate Supervisor is authorized to limit the use of Personal leave in emergencies.

DOES NOT REQUIRE NOTARIZATION

EMERGENCY LEAVE: BOARD POLICIES 03.1236/03.2236, IN ACCORDANCE WITH PROVISIONS STATED IN KRS 161.152

*Other: Leave reasons that do not require two (2) day prior approval from immediate Supervisor are as follows:

- a) Natural disasters of the magnitude of tornadoes, fires, floods, etc. This applies only in cases not covered by sick leave.
- b) Weather-related transportation problems which prevent travel from another area to home and/or workstation, such as airport closing and flight cancellations.
- c) Bereavement
- d) Court/Legal proceedings. Subpoena required and court documentation must accompany leave form.
- e) Personal disasters such as water heater bursts, sewage backups, pet injuries/deaths, etc.
- f) Other emergency reasons as approved by the Superintendent or Superintendent's Designee where there exists a pressing necessity that requires immediate attention.

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Leave Form**VACATION LEAVE: BOARD POLICIES 03.122/03.222**

- a) Regular twelve-month employees shall be eligible for Vacation leave as specified:
- b) Vacations must be scheduled in advance with the immediate Supervisor.
- c) No more than thirty (30) vacation days can be carried over into the next fiscal year.

JURY LEAVE: BOARD POLICIES 03.1237/03.02237

Employees who will be absent from work to serve on jury duty must give advance notice to their immediate Supervisor.

In accordance with KRS 161.153 and Board policies 03.1237/03.2237, certified staff and all eligible permanent classified employees of the FCBE shall be granted leave with full pay, less any compensation received as jury pay for jury duty in any duly constituted Local, State or Federal Court for the period of actual jury service. This jury duty leave shall be in addition to all other leave to which the employee may be entitled.

- a) Inform the courtroom clerk on the first day of service that you are employed by the FCBE and your certificate of jury service should indicate: date(s) served, amount of jury pay, amount of expenses and juror ID#. This court documentation must be attached to employee's leave form.
- b) Employees reporting for jury duty and released from service for part of a day or any full day(s) shall report to their respective school or department for assignment if released with at least one hour remaining in their workday.
- c) The jury duty pay (not including expenses) will be deducted from the employee's wages by the Payroll department.

MILITARY LEAVE: BOARD POLICIES 03.1238/03.2238

All regular employees who are members of the National Guard, any reserve component of the Armed Forces of the United States, or of the Reserve Corps of the United States Public Health Services shall be entitled to military leave of absence without loss of time, pay, regular leave, impairment of efficiency rating, or any other rights or benefits to which they are entitled, while in the performance of military duty or training in the service of Kentucky of the United States under competent orders for a period in any federal fiscal year not to exceed twenty-one (21) working days.

Such employees while on military leave shall be paid their salaries or compensation. Military leave shall not be available to an employee not employed on a twelve-month basis during any period when such employee is working at other than the usual work assignment; nor shall it be available when the employee is working on a temporary or a special project basis or during any period of active military service when the employee is not carrying out regular duties.

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

MEETING: Planning

DATE: 6/3/2020

TOPIC: Fayette County School District Finance Corporation Special Meeting

PREPARED BY: John White, Chief Finance Officer

**Recommended Action on: 6/8/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: Financing the new construction of Tates Creek High School

Policy: 01.1, 05.1 and 05.11

Fiscal Impact: TBD

Attachments(s): Several attached

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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

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.**

Virtual Meeting - June 22, 2020

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

B. A motion is in order to:

Approve the minutes of the, July 8, 2019 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 2020 in the approximate amount of \$(_____) for the purposes of financing the construction, installation, equipping and other improvements for Tate Creek High School, Lexington, Kentucky 40517; 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 _____

CONTINUING DISCLOSURE AGREEMENT

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

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by Fayette County School District Finance Corporation (the “Issuer”) and the Board of Education of Fayette County, Kentucky (the “Board”) in connection with the issuance of the above referenced Bonds (the “Bonds”), said Bonds being issued by the Issuer for the purpose of providing funds to finance the construction, installation, and equipping of a new Bates Creek High School to be located at 1111 Centre Parkway, Lexington, Kentucky, including buildings, additions, structures, fixtures, equipment, furnishings, appurtenances, improvements, and the sites thereof (the “Projects”). The Issuer and the Board covenant and agree as follows:

Section 1. In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (the “Commission”), the Issuer and the Board hereby agree to provide or cause to be provided through a designated agent (the “Agent”), if so appointed by the Issuer or the Board, in a timely manner, to the Electronic Municipal Market Access system (“EMMA”) at <http://www.emma.msrb.org>, audited financial statements prepared in accordance with generally accepted accounting principles (“GAAP”) and operating data (collectively the “Annual Report”) of the Issuer and the Board generally consistent with the information contained in Appendix A of the Official Statement used in the marketing of the Bonds. Such Annual Report will be available on or before January 1st of each year for the fiscal year ending on the preceding June 30, beginning with the fiscal year ending June 30, 2020, and each fiscal year thereafter and will be available to the Agent, EMMA and to each holder of Bonds who requests such information by written request to the Issuer or the Board.

Section 2. The Issuer and the Board hereby agree to provide or cause to be provided, in a timely manner not in excess of 10 business days after the occurrence of such event, to EMMA, notice of the occurrence of any of the following events with respect to the Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;

- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds;
- (g) modifications to rights of the Bondholders, if material;
- (h) Bond calls, if material and tender offers;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the Issuer or the Board;
- (m) consummation of a merger, consolidation, or acquisition involving the Issuer or a borrower or the sale of all or substantially all of the assets of the Issuer or a borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (o) incurrence of a financial obligation of the Issuer or the Board, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or the Board, any of which affect Bondholders, if material; and/or
- (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or the Board, any of which reflect financial difficulties.

The Issuer or the Board may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, if it is determined that such other event is material with respect to the Bonds, but the Issuer and/or the Board do not undertake to commit to provide any such notice of the occurrence of any material event except those events listed above.

If the Issuer and/or the Board are unable to provide to EMMA an Annual Report by the date required in this Disclosure Agreement, the Board's Finance Officer shall send a notice to EMMA, notifying it of the inability, at that time, and the reasons why the Issuer or the Board failed, to file the Annual Report.

If the Issuer's and the Board's fiscal year changes, then the Issuer and/or the Board, through the Board's Finance Officer, shall send a notice of such change to EMMA. If such change will result in the Issuer's or the Board's fiscal year ending on a date later than the ending date prior to such change, the Board's Finance Officer shall provide notice of such change to EMMA, on or prior to the deadline for filing the Annual Report in effect when the Issuer and the Board operated under their prior fiscal year. Such notice may be provided to EMMA along with the Annual Report, provided that it is filed at or prior to the deadline described above.

Section 3. The Issuer and the Board agree to provide or to cause to be provided in a timely manner, to EMMA, notice of a failure by the Issuer or the Board to provide the required notices set out in Section 2 above.

Section 4. The obligations of the Issuer and the Board described above will remain in effect only for such period that (i) the Bonds are outstanding in accordance with their terms and (ii) that the Board remains an “obligated person” with respect to the Bonds within the meaning of the Rule. The Issuer and the Board reserve the right to terminate its obligations to provide notices of material events as set forth above, if and when the Issuer and the Board no longer remain an obligated person with respect to the Bonds within the meaning of the Rule.

Section 5. The Issuer and the Board acknowledge that this undertaking pursuant to the Rule described in this Disclosure Agreement is intended to be for the benefit of the Bondholders (including holders of beneficial interests in the Bonds) and shall be enforceable by any Bondholder, provided that a Bondholder's right to enforce the provisions of this undertaking shall be limited to a right to obtain specific performance of the Issuer's and the Board's obligations pursuant to the provisions of this undertaking, and any failure by the Issuer and the Board to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds under the Bond Resolution. In the event of a failure of the Issuer and the Board to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate to obtain specific performance by court order to cause the Issuer and/or the Board to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Bond Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer and the Board to comply with this Disclosure Agreement shall be an action to compel specific performance.

Section 6. Notwithstanding any other provision of the Bond Resolution, these continuing disclosure requirements may be amended, if the Issuer and the Board receive an opinion of independent legal counsel to the effect that:

(i) such amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the types of activities in which the Issuer and the Board are engaged;

(ii) the amendment would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) such amendment does not materially impair the interests of the Bondholders.

Section 7. The Issuer and the Board have adopted Guidelines and Procedures Relating to the Compliance with the Rule.

Section 8. The Issuer and the Board agree to make publicly available its Annual Report. Such information regarding the Issuer and the Board can be obtained from the Board's Finance Officer, 701 East Main Street, Lexington, Kentucky 40502; Telephone (859) 381-4165.

Section 9. It is the intention and expectation of the Issuer and the Board that the Annual Report with respect to each fiscal year will be either transmitted to the Agent with the request that the information be immediately filed with, or shall otherwise be filed directly with, EMMA, as required under the Rule and this Disclosure Agreement, no later than 180 days after the end of the fiscal year of the Issuer and the Board ended June 30. If the Issuer and the Board appoint an Agent to undertake the filing requirements of the Rule and this Disclosure Agreement, the Board's Finance Officer shall request confirmation from the Agent that the Annual Report has been timely and appropriately filed with EMMA, as required under the Rule and this Disclosure Agreement.

Section 10. As of the date of this Disclosure Agreement, the Issuer and the Board are in compliance with the reporting requirements of the Rule for all undertakings for which they are an "obligated person" as defined in the Rule.

Section 11. This Disclosure Agreement is being executed and delivered by the Issuer and the Board for the benefit of the Bondholders and in order to assist the

Underwriter of the Bonds in complying with the Rule and shall create no rights in any other person or entity.

Date: July 29, 2020.

FAYETTE COUNTY SCHOOL
DISTRICT FINANCE CORPORATION

BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

By _____
President

By _____
Chairman

The undersigned hereby acknowledges
having received a copy of this
Continuing Disclosure Agreement and
has read and understands the duties
assigned hereunder:

By _____
Finance Officer, Board of Education of
Fayette County, Kentucky

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

The Board of Education of Fayette County, Kentucky, on June 22, 2020, at approximately 6:00 p.m., EDT, conducted a special called session pursuant to a virtual meeting streamed online as it was not feasible for the Board to “provide meeting room conditions” in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another and pursuant to call and written notice duly given in accordance with KRS 61.823. Present were Stephanie Spires, Chairperson, in the chair presiding, and the following additional members of the Board: Raymond Daniels, Daryl Love, Tyler Murphy and Christy Morris.

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

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

* * *

(Other Business)

* * *

Chairperson Spires presented a Resolution (1) directing the Fayette County School District Finance Corporation, acting through its Board of Directors, to authorize and offer at public sale its School Building Revenue Bonds, Series 2020A, in the principal amount of \$_____,000 (subject to adjustment) and to apply the proceeds thereof to the construction, installation, and equipping of a new Tates Creek High School to be located at 1111 Centre Parkway, Lexington, Kentucky (the “Projects”) and (2) authorizing a Contract of Lease and Rent covering the use and occupancy of the Projects. Following review and discussion of the Resolution, _____ moved that the Resolution, a copy of which is appended to the agenda, be adopted, seconded by _____. The Chairperson put the question, the roll was called and the following voted:

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

Voting Nay: None.

Accordingly, the Chairperson declared the Resolution adopted.

* * *

(Other Business)

* * *

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

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

Attest:

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

CERTIFICATION

I, the undersigned, Secretary of the Board of Education of Fayette County, Kentucky, do hereby certify that the foregoing constitutes true and correct excerpts of the minutes of a special called meeting of said Board held on June 22, 2020, related to the adoption of the Resolution referred to therein.

IN WITNESS WHEREOF, the undersigned has executed this Certification this June 22, 2020.

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

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

A special meeting of the Board of Directors of Fayette County School District Finance Corporation (the “**Corporation**”) was convened on June 22, 2020, at approximately 5:50 p.m., EDT, pursuant to a virtual meeting streamed online as it was not feasible for the Corporation to “provide meeting room conditions” in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another and pursuant to call and written notice duly given in accordance with KRS 273.257 and KRS 61.823.

The following Directors were present: Stephanie Spires, President; Raymond Daniels, Vice President; Tyler Murphy; Christy Morris and Daryl Love. Also present, among others, were Emmanuel Caulk, Secretary of the Board of Education and Superintendent of Fayette County Schools; Myron Q. Thompson, Chief Operating Officer of the Board of Education; and John White, Treasurer of the Board of Education and Treasurer of the Corporation. It having been determined that a quorum of the Directors was present for the transaction of business, the meeting was called to order by President Spires.

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

Mr. John White next reviewed the proposed financing of the construction, installation, and equipping of a new Bates Creek High School to be located at 1111 Centre Parkway, Lexington, Kentucky, and noted that the Board of Education, in a Resolution proposed for adoption on this date, is expected to direct the Corporation to proceed with such financing by authorizing, selling and issuing approximately \$_____,000 of the Corporation’s School Building Revenue Bonds, Series 2020A (the “**Series 2020A Bonds**”), secured by year-to-year lease payments to be made by the Board of Education to the Corporation (for lease of the school building properties being financed) in amounts sufficient to pay debt service on the Series 2020A Bonds.

The President then presented and opened discussion of a proposed Resolution of the Board providing for the financing transaction. The terms of and documentation relating to the proposed financing by the Corporation through the authorization, sale, and issuance of its School Building Revenue Bonds, Series 2020A, were discussed; and after discussion Director _____ introduced and moved adoption of the proposed Resolution, seconded by Director _____, identified by its title as follows:

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
FAYETTE COUNTY SCHOOL DISTRICT FINANCE
CORPORATION AUTHORIZING THE SALE AND ISSUANCE
OF SCHOOL BUILDING REVENUE BONDS, SERIES 2020A,
FOR THE PURPOSES OF (A) FINANCING THE
CONSTRUCTION, INSTALLATION, AND EQUIPPING OF A**

NEW TATES CREEK HIGH SCHOOL TO BE LOCATED AT 1111 CENTRE PARKWAY AND (B) PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2020A 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 2020A BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

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

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

CERTIFICATION

I, the undersigned Secretary of the Fayette County School District Finance Corporation (the "**Corporation**"), do hereby certify that (1) the foregoing is a true copy of portions of the minutes of a special meeting of the Board of Directors of the Corporation duly held on June 22, 2020, 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 June 22, 2020.

Emmanuel Caulk, Secretary
Fayette County School District
Finance Corporation

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 2020A

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 2020A (the “**Series 2020A Bonds**”), for the purpose of paying the costs (not otherwise paid) of the construction, installation, and equipping of a new Tates Creek High School located at 1111 Centre Parkway, 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 Robert W. Baird & Co. Incorporated, 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 Tate Hill Jacobs Architects, as the architect, for the Projects, as described above, to be paid from the proceeds of the Series 2020A 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 2020A, 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 \$_____,000 (subject to any adjustment provided for in the proposed Resolution); (b) for application of the proceeds of sale of the Series 2020A Bonds in accordance with the provisions of the Resolution of the Board of Directors of the Corporation authorizing the Series 2020A 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 2020A Bonds, including the fees and expenses of the financial advisor, bond counsel, and other advisors incurred in connection with the issuance of the Series 2020A 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 2020A 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 2020A 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 2020A 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 2020A Bonds a Preliminary Official Statement and a final Official Statement (collectively the “**Official Statement**”) of the Corporation, as issuer of the Series 2020A Bonds, and the Board of Education will be distributed. The Official Statement and the use thereof in offering and selling the Series 2020A 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 2020A 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 2020A Bonds. When the Series 2020A 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 2020A, 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 2020A Bonds in each year the Contract of Lease and Rent are in effect. Sufficient funds for each year means the difference between the total of all debt service requirements and the sum of the Board of Education’s SEEK capital outlay (80%), five cent equivalent tax, and the FSPK equalization (if any) for that year.

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

(Signature page immediately follows)

Adopted on June 22, 2020.

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

Attest:

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

CERTIFICATION

I, the undersigned, Secretary of the Board of Education of Fayette County, Kentucky, do hereby certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Board of Education at a properly convened regular meeting of the Board of Education held on June 22, 2020, signed by the Chairperson thereof and attested by me as Secretary, as shown by the official records in my possession and under my control.

IN WITNESS WHEREOF, I have executed this Certification this June 22, 2020.

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

STAFF CONTACT: John White, Chief Financial Officer

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

RECOMMENDATION: A motion is in order to:

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

CONTRACT OF LEASE AND RENT

This **CONTRACT OF LEASE AND RENT** (this “**Contract**”), is dated as of July 29, 2020, by and between the **FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION** (the “**Corporation**”), a Kentucky nonprofit corporation created pursuant to Sections 162.385, 58.180, and 273.161 through (and including) 273.390 of the Kentucky Revised Statutes and acting as the agency, instrumentality, and constituted authority of the Board of Education of Fayette County, Kentucky, as lessor, and the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY** (the “**Board of Education**”), as lessee, both of which have a mailing address of 1126 Russell Cave Road, Lexington, Fayette County, Kentucky 40505-3412.

WITNESSETH:

WHEREAS, that in order to carry out the duty and authority vested in it by the Constitution and Statutes of the Commonwealth of Kentucky, the Board of Education finds it necessary, desirable, and in the public interest to cause the construction, installation, and equipping of a new Tate Creek High School to be located at 1111 Centre Parkway, 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, adopted on June 22, 2020 (the “**Bond Resolution**”), authorized, offered, and competitively sold its School Building Revenue Bonds, Series 2020A in a preliminary aggregate principal amount of \$_____,000 (subject to adjustment as provided therein) (the “**Series 2020A Bonds**”) for the purposes of financing the major portion of the costs of the construction, 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 2020A 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 31st

(the last such rental year ending on July 31, 2040) shall be a sum equal to the interest payment on the Series 2020A Bonds which will become due on February 1st and August 1st during such rental year plus the principal amount of Series 2020A Bonds which will mature and interest which will become due on August 1st immediately following the close of such rental year, based upon the interest rates made applicable to the Series 2020A 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, 2021, and shall be paid by the Board of Education in immediately available funds.

The Board of Education further agrees to pay as additional rental the appropriate fees and charges of the Paying Agent and Bond Registrar named in the Bond Resolution and any other administrative costs of the Series 2020A 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 31, 2040, then upon the completion of such payments the leased premises shall be and become the property of the Board of Education and shall be reconveyed to it or its nominee, subject, however, to the provisions of similar agreements or contracts which may hereafter be entered into between the Board of Education and the Corporation. The consideration of such deed of conveyance shall be the recital of the fulfillment of this Contract.

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

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

Notwithstanding the foregoing provisions of this Section 4, the Board of Education shall have a continuing beneficial interest in the Projects and the Projects' site, which continuing beneficial interest is hereby acknowledged and granted and shall survive any such termination of this Contract, consisting of the unqualified right for a ninety-day period following any such termination or default to elect in writing to acquire and receive title to the Projects and the Projects' site when all Series 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A Bonds that so long as any of the Series 2020A Bonds remain outstanding, each of them adopts and will comply or cause compliance with the tax covenants and representations contained in Section 21 of the Bond Resolution, which provisions are adopted by reference as a part of this Contract.

(Signature Page To Follow)

[SIGNATURE PAGE TO CONTRACT OF LEASE AND RENT]

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

**FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION**

By: _____
Stephanie Spires
President

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

By: _____
Stephanie Spires
Chairperson

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

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

My Commission expires: _____

WITNESS my hand this _____ day of _____, 2020.

Notary Public, State at Large

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

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

My Commission expires: _____

WITNESS my hand this _____ day of _____, 2020.

Notary Public, State at Large

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

J. David Smith, Jr.

APPENDIX A

Legal Descriptions of the Project Site

NOTICE OF BOND SALE

Fayette County (Kentucky) School District Finance Corporation (the “**Corporation**”) will, until 11:00 a.m., EDT, on July 8, 2020 (or such later date and time as described below), receive in the office of the Kentucky School Facilities Construction Commission, 700 Louisville Road, Carriage House, Frankfort, Kentucky 40601, bids for the purchase of its \$_____,000 (subject to adjustment) School Building Revenue Bonds, Series 2020A (the “**Series 2020A Bonds**”), as described in the Preliminary Official Statement.

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

NOTICE AND OFFICIAL TERMS AND CONDITIONS OF BOND SALE

\$ _____,000* Fayette County School District Finance Corporation
School Building Revenue Bonds, Series 2020A
Bids due by 11:00 a.m., Eastern Daylight Time ("EDT"), July 8, 2020

Bid Date: July 8, 2020

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 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 2020A Bonds**"). Bids for the Series 2020A 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 2020A 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 2020A Bonds. Purchases of beneficial interests in the Series 2020A Bonds may be made in book-entry form only, in the principal amount of \$5,000 or any multiple of \$5,000. The Series 2020A Bonds will mature, or be subject to mandatory sinking fund redemption, as described in the Preliminary Official Statement for the Series 2020A 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 2020A Bonds:

* Preliminary, subject to change.

<u>Maturity Date</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u> *	<u>Maturity Date</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u> *
2021	\$ _____,000	2031	\$ _____,000
2022	,000	2032	,000
2023	,000	2033	,000
2024	,000	2034	,000
2025	,000	2035	,000
2026	,000	2036	,000
2027	,000	2037	,000
2028	,000	2038	,000
2029	,000	2039	,000
2030	,000	2040	,000

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The Series 2020A Bonds maturing on and after August 1, 2029, are subject to redemption by the Corporation, at its option, before maturity on and after August 1, 2028.

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 2020A Bonds" and hand delivered to the office specified above before the deadline for submission of bids or (ii) faxed to the attention of Ms. Chelsey Bizzle to fax number (888) 979-6152; provided that, before the deadline for submission of bids, the bidder must have confirmed with Ms. Bizzle, at phone number (502) 564-5582, actual receipt by Ms. Bizzle of the bidder's facsimile bid before the appointed time bids are due. The Corporation and its officials, the Financial Advisor, Robert W. Baird & Co. Incorporated, and Co-Bond Counsel, Stoll Keenon Ogden PLLC and Rubin & Hays, assume no responsibility for assuring that such bids submitted via facsimile are received before such deadline. It is the bidder's sole responsibility, and not that of the Corporation, to assure that any bid is submitted to and received by the Corporation at the appointed time in accordance with the bidding conditions. No certified or bank cashier's check will be required to accompany a bid, but the successful bidder for the Series 2020A Bonds shall be required to wire transfer, by the close of business on July 9, 2020, to Old National Wealth Management, Evansville, Indiana, for the credit of the Corporation, an amount equal to 2.0% of the amount of Series 2020A 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 2020A Bonds. If the successful bidder should fail to accept and pay for the Series 2020A Bonds when tendered for delivery and payment, the Good Faith Deposit will be retained by the Corporation as agreed liquidated damages.

Bidders are required to bid a cash price for each maturity of the Series 2020A Bonds and a cash price of not less than 98.5% of the aggregate principal amount of the Series 2020A Bonds

* Preliminary, subject to change.

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 2020A Bonds, which shall be in multiples of 1/8 or 1/20 of 1%. All Series 2020A 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 2020A Bonds. On delivery of the Series 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A BONDS

The Series 2020A Bonds will be awarded to the bidder offering to purchase the Series 2020A 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 2020A Bonds will be deemed to mature on August 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 2020A Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2020A 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 2020A Bonds in the aggregate, or in the amounts of the Series 2020A 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 2020A 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 2020A Bonds in any amount (in \$5,000 denominations) not to exceed \$_____,000 if the Corporation determines the total amount of such increase in

the total amount of the Series 2020A 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 2020A Bonds (or mandatory sinking fund installments for Term Bonds). The Corporation also reserves the right to adjust the aggregate principal amount of the Series 2020A 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 2020A 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 2020A Bonds (or mandatory sinking fund installments for Term Bonds). The Corporation further reserves the right to adjust the stipulated maturities of the Series 2020A Bonds (or mandatory sinking fund installments for Term Bonds) without changing the total amount of the Series 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A Bonds.

ISSUE PRICE CERTIFICATION

The Corporation is offering the Series 2020A 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 2020A 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 2020A 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 2020A Bonds to the bidder who submits a firm offer to purchase the Series 2020A 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 2020A Bonds to the public will satisfy the competitive sale requirements.

In the event that the initial sale of the Series 2020A 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 2020A 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 2020A Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2020A 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 2020A Bonds, the winning bidder shall agree, on behalf of the underwriters participating in the purchase of the Series 2020A Bonds, that the underwriters will neither offer nor sell any maturity of the Series 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A 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 2020A Bonds to the public), and

(iii) a purchaser of any of the Series 2020A 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 2020A 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 2020A 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 2020A 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 2020A Bonds is expected to be made at DTC in New York, New York, on or about July 29, 2020.

If any purchaser shall wrongfully fail or refuse to accept and pay for the Series 2020A 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 2020A Bonds, any event should occur which adversely affects the tax-exempt status of interest on the Series 2020A Bonds, the purchaser of the Series 2020A 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 2020A 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 2020A Bonds.

BOND INSURANCE

If the successful bidder for the Series 2020A Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Series 2020A Bonds, the successful bidder does so at its own risk and expense and the obligation of the successful bidder to pay for the Series 2020A 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 2020A Bonds. A summary description of the tax treatment of the Series 2020A 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 2020A 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 2020A Bonds.

ADDITIONAL INFORMATION

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

The Corporation deems, for purposes of Securities and Exchange Commission Rule 15c2-12, its Preliminary Official Statement relating to the Series 2020A 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 2020A 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 2020A Bonds, without cost to the successful bidder for the Series 2020A Bonds, within seven business days of the award of the Series 2020A 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 2020A 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 2020A Bonds to ultimate purchasers.

Dated: July __, 2020

**FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION**

By: /s/ John White
Treasurer

EXHIBIT A
OFFICIAL BID FORM
(Written Alternative)

July 8, 2020
(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 \$_____,000* School Building Revenue Bonds, Series 2020A (the "**Series 2020A 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 2020A 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 2020A Bonds to be issued and will pay you therefor the aggregate price described below (such aggregate purchase price may not be less than \$_____ or 98.5% of the aggregate par amount of the Series 2020A Bonds), provided the Series 2020A 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>August 1</u>	<u>Principal</u> <u>Amount[*]</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount[*]</u>	<u>Interest</u> <u>Rate</u>
2021	\$ _____,000	____%	2031	\$ _____,000	____%
2022	_____,000	____	2032	_____,000	____
2023	_____,000	____	2033	_____,000	____
2024	_____,000	____	2034	_____,000	____
2025	_____,000	____	2035	_____,000	____
2026	_____,000	____	2036	_____,000	____
2027	_____,000	____	2037	_____,000	____
2028	_____,000	____	2038	_____,000	____
2029	_____,000	____	2039	_____,000	____
2030	_____,000	____	2040	_____,000	____

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We understand that this bid may be accepted in any amount up to \$_____,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 2020A 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 2020A 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 2020A Bonds (or mandatory sinking fund installments for Term Bonds) without changing the total amount of the Series 2020A 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 2020A 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	_____

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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 2020A Bonds, we will wire transfer, by the close of business on July 9, 2020, to Old National Wealth Management, Evansville, Indiana, for the credit of the Corporation, an amount equal to 2.0% of the amount of Series 2020A Bonds awarded, as a good faith deposit to secure faithful performance of the terms of our bid (the “**Good Faith**

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

Deposit”). We understand that the Good Faith Deposit shall be applied (without interest) to the purchase price of the Series 2020A Bonds. If the undersigned should fail to accept and pay for the Series 2020A 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 2020A 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 2020A 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 2020A Bonds and the amounts of the premium and taxes related to any municipal bond insurance policy purchased by us in respect of the Series 2020A 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 2020A Bonds in the aggregate, or in the amounts of the Series 2020A 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 2020A Bonds to final maturity

\$ _____
- [b] Purchase price of the Series 2020A 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 July 8, 2020.

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

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*Term Bond (if applicable)

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

By: _____

Title: _____
Robert W. Baird & Co. Incorporated

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

CERTIFICATE OF UNDERWRITER

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

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

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

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

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

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

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

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

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

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

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

(1) the close of the fifth (5th) business day, _____, 2020 after the Sale Date; or

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

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

4. Defined Terms.

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

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

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

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

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

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

To the best of our knowledge and belief, the facts, circumstances and expectations set forth in this Certificate are true, correct, complete and reasonable and there are no other facts, circumstances or expectations, which would materially change those set forth herein. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws,

including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder.

Dated this _____, 2020.

By: _____

Name:

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY

THIS PAYING AGENT/BOND REGISTRAR AGREEMENT (this "Agreement"), is entered into as of July 29, 2020 by and between the Fayette County School District Finance Corporation (the "Issuer"), and Old National Wealth Management (the "Bank"), as Paying Agent and Bond Registrar.

RECITALS

WHEREAS the Issuer has duly authorized and provided for the issuance of its Bonds, entitled Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020A (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 Old National Wealth Management, a national banking association organized and existing under the laws of the United States of America.

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

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

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

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

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

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

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

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

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

Section 2.01. Appointment and Acceptance.

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

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

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

Section 2.02. Compensation.

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

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

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

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

Section 3.02. Payment Dates.

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

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

Section 3.03 Receipt of Funds.

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

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ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds.

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

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

Section 4.02. Duties of Registrar.

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

Section 4.03. Unauthenticated Bonds.

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

Section 4.04. Form of Bond Register.

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

Section 4.06. Cancelled Bonds.

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

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

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

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

ARTICLE FIVE

THE BANK

Section 5.01.Duties of Bank.

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

Section 5.02.Reliance on Documents, Etc.

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

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

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

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

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

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

Section 5.03. Recitals of Issuer.

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

Section 5.04. May Own Bonds; Other Transactions.

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

Section 5.05. Money Held by Bank.

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

Section 5.06. Interpleader.

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

Section 5.07. Indemnification.

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

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

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

Section 6.02. Assignment

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

Section 6.03. Notices.

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

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

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

Section 6.04. Effect of Headings.

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

Section 6.05. Successors and Assigns.

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

Section 6.06. Severability.

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

Section 6.07. Benefits of Agreement.

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

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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: _____

Old National Wealth Management,
as Paying Agent and Bond Registrar

By _____
Authorized Representative

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

MEETING: Planning

DATE: 6/8/2020

TOPIC: Henry Clay Change to Grading Scale Proposal

PREPARED BY: Paul Little, Principal

Recommended Action on: 6/22/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Approve the attached grading scale change.

Background/Rationale: Henry Clay High School would like the SBDM Council to consider changing the current grading scale at Henry Clay to be more reflective of post-secondary grading scales at the college level and be more competitive with other high schools for scholarships based on GPA. At their January 15, 2020 meeting, the SBDM approved to do further research and request a FCPS Board of Education waiver to the district grading scale and consider a 10-point grading scale which would be 90-100=A, 80-99=B, 70-89=C, 60-79=D, and 0-59=F.

Policy: Grading Policy #08.221

Fiscal Impact: There is no fiscal impact on Henry Clay or Fayette County Public Schools.

Attachments(s): FCPS Board of Education Policy 08.221, Proposal presented to the Henry Clay SBDM on January 15, 2020, and Henry Clay SBDM January 15, 2020 Minutes.

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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

PROPOSAL TO REQUEST A CHANGE TO THE CURRENT GRADING SCALE AT HENRY CLAY HIGH SCHOOL

**Submitted on January 15, 2020 to the Henry Clay SBDM
by the Henry Clay Counseling Office
Bonnie Barnes - April Cain - Josh Edwards - Ashley Harris
Rachael Howard - Lyndsey Timothy - Sharron Wesley-Porter**

Henry Clay High School Counselors would like the SBDM Council to consider changing the current grading scale at Henry Clay to be more reflective of post-secondary grading scales at the college level and be more competitive with other high schools for scholarships based on GPA. Schools on a 10 point scale include Frederick Douglass, Lexington Christian Academy, Sayre High School, Clark County, Madison County, Jefferson County, and Woodford County, to name a few.

Henry Clay's current grading scale is:

92% - 100%	A
83% - 91%	B
74% - 82%	C
65% - 73%	D
0% - 64%	F

The proposed 10-point scale is:

90% - 100%	A
80% - 89%	B
70% - 79%	C
60% - 69%	D
0% - 59%	F

To be more in line with post-secondary education, the 10-point grading scale would match that of the University of Kentucky, Eastern Kentucky University, Western Kentucky University, University of Louisville, and the Kentucky Community and Technical College System, which includes the Bluegrass Community and Technical College. These are only a few named, but each college we researched within Kentucky and surrounding states uses a 10-point grading scale.

Henry Clay has seven dual credit courses on their subject choice cards for next school year. All BCTC dual credit courses use a 10-point scale. These students may be earning an A for a 90% in their dual credit class whereas they earn a B in their non-dual credit courses, including AP courses.

Henry Clay students have a disadvantage earning scholarships and KEES money, which are determined by a student's unweighted GPA. A quick example of the KEES money difference looks like this: a student with a 3.0 GPA earns \$1,000 towards college (\$250 per year over four years) whereas a student at Douglass with a 4.0 GPA earns \$2,000 towards college (\$500 per year over four years). With a 10-point grading scale, Henry Clay students could earn higher GPA's for the same grades. In order for Henry Clay to be academically competitive, this 10-point grading scale would put us on a more equitable playing field with other high school students, not only in the district, but in the state.

In addition, this addresses a percentage of our failure rate, especially our 9th grade population. We had over 100 students earn 117 failing grades that were between the 60% - 64% range last semester alone. This scale would lower our retention rate and improve our graduation rate. In terms of athletics, it levels the playing field for our students in regards to high school tryout eligibility. It also provides a better eligibility opportunity for student athletes registering with NCAA and NAIA (college eligibility clearinghouse organizations).

It is our understanding the SBDM must submit a waiver to the school board requesting this change be considered by Henry Clay's SBDM. This waiver does not implement a change. Upon approval of the waiver from the school board, the SBDM would then consider making this change and would implement a policy, if approved. Therefore, at this time, we are only requesting for the members of the Henry Clay SBDM to request a waiver from the FCPS Board of Education so this change can be further researched and considered at a later date.

Henry Clay High School
SBDM Council Meeting
January 15th, 2020
Media Center 5:30 PM

Call to Order: Mr. Little called the SBDM Council meeting to order at 5:35 p.m.

Members Present: Paul Little, Chris Gilligan, Time Bernardi, Jody Cabble, Joshua Edwards, Steven Riley, Kim Thompson Winkler, Amanda Hurley, Leon Sachs and David Cohen.

Members Absent: Paul Brown

Guests: Reece Ingram, Nina Rennard, William Andrews, Molly Jones, Shevon Threats, Dr. Readdy, Dr. Ehrenborg, Carla Vanhorn and Sharon Wesley Porter.

I. Opening Business

- 1.) Adoption of Agenda: Mr. Little presented the council with the January 15th, SBDM agenda and asked for their approval to accept the agenda as presented. Mr. Gilligan made a motion to approve the agenda as presented to the council. Mrs. Cabble seconded the motion and it was approved by consensus of the council.
- 2.) Adoption of Minutes: Mr. Little presented the council with the minutes of the December 8th, SBDM council meeting for their review and approval. Mrs. Cabble made a motion to approve the minutes as presented to the council. Mr. Riley seconded the motion and it was approved by consensus of the council.
- 3.) Public Comment: Carla Vanhorn spoke in favor of the proposed grade scale change.

II. New Business/Guest

- 1.) Grade Scale Change Proposal: Mrs. Sharon Wesley Porter explained the process to request a change to the current grading scale. There was discussion on the difference between Henry Clay's current grading scale and the proposed 10 point scale. Mrs. Wesley Porter explained that the waiver being requested does not implement change but allows the SBDM to do some further research and consider the change at a later date. Mr. Bernardi made a motion to approve the request for a Grade Scale Change Waiver. Mr. Riley seconded the motion and it was approved by consensus of the council.
- 2.) Mr. Little discussed the FRYSC SBDM/Principal Agreement. The SBDM reviewed the document and Mr. Little signed the form.

III. Committee Reports

- 1.) Technology Committee: Mr. Bernardi shared that 498 new Chromebooks continue to be distributed throughout building. An additional 105 Chromebooks were purchased by the school to be used with our new EOS System.
- 2.) MTSS Committee: Mrs. Cabble shared information from the ROIS System and current data the committee has been working with. She also shared the MTSS Student Support Form teachers have been asked use.

IV. Student Achievement

- 1.) No items for this phase at this time

Curriculum, Instruction & Planning Committee

- 1.) No items for this phase at this time.

V. Budget

- 1.) SCIF Budget – January: Mr. Little presented the council with the January SCIF budget for their review and approval. Mr. Gilligan made a motion to approve the January SCIF budget as presented to the council. Mr. Riley seconded the motion and it was approved by consensus of the council.
- 2.) Activities Budget- January: Mr. Little presented the council with the January Activities Budgets for their review and approval. Mr. Riley made a motion to approve the January Activities Budget as presented to the council. Mr. Gilligan seconded the motion and it was approved by consensus of the council.

VI. Remove, Revise, Add, Disseminate: By-Laws, Policy

- 1.) No items for this phase at this time.

VII. First & or Second Reading

- 1.) No items for this phase at this time.

VIII. On-Going Learning

- 1.) No items for this phase at this time.

IX. Emergency Items

- 1.) No items for this phase at this time.

X. Reports and Discussions

- 1.) Block Scheduling: The committee agreed to change the April 8th meeting to April 15th. Mrs. Hurley suggested the council charge all standing committees. The council decided that every standing committee would be invited to report on three main issues which are college and career readiness, failure and retention rate and increased need for remediation and re-teaching. The deadline to report for all committees is April 15th. The council requested that all charged committees provide a written report summarizing their research, discussions and suggestions at or prior to the April 15th SBDM meeting. Additionally, the council requested that each charged committee send a representative to the April 15th meeting to answer any questions the council may have.
- 2.) Adjourn: Mr. Little asked the council for a motion to adjourn the meeting. Mr. Riley made a motion to adjourn the meeting at 7:20p.m. Mr. Gilligan seconded the motion and it was approved by consensus of the council.

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

MEETING: Planning

DATE: 6/8/2020

TOPIC: Pay Date Schedule FY21

PREPARED BY: Rodney Jackson

Recommended Action on: 6/8/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to: “Accept the Pay Date Schedule FY21 as presented to the Board.

Background/Rationale: We are required annually to get approved pay dates for the upcoming fiscal year.

Policy: 03.121 03.221 (Personnel – Salaries)

Fiscal Impact: NA

Attachments(s): Pay date schedule attached.

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

Superintendent Emmanuel Caulk

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FY 2020/2021 PAY DATE SCHEDULE

Reporting Period	Pay Date
June 13 - June 26	July 15, 2020*
June 27 - July 10	July 31, 2020*
July 11 - July 24	August 14, 2020*
July 25 - August 7	August 31, 2020
August 8 - August 28	September 15, 2020
August 29 - September 11	September 30, 2020
September 12 - September 25	October 15, 2020
September 26 - October 9	October 30, 2020
October 10 - October 23	November 13, 2020
October 24 - November 6	November 24, 2020
November 7 - November 20	December 15, 2020
November 21 - December 4	December 22, 2020
December 5 - December 25	January 15, 2021
December 26 - January 8	January 29, 2021
January 9 - January 22	February 12, 2021
January 23 - February 5	February 26, 2021
February 6 - February 19	March 15, 2021
February 20 - March 5	March 26, 2021
March 6 - March 19	April 15, 2021
March 20 - April 9	April 30, 2021
April 10 - April 23	May 14, 2021
April 24 - May 7	May 28, 2021
May 8 - May 21	June 15, 2021
May 22 - June 11	June 30, 2021
June 12 - June 25	July 15, 2021*
June 26 - July 9	July 30, 2021*
July 10 - July 23	August 13, 2021*

12-month employees (24 Pays) paycheck dates: July 15, 2020 - June 30, 2021.

Less than 12-month employees (24 Pays) paycheck dates: August 31, 2020 - August 13, 2021

Transportation employees (21 Pays Option) paycheck dates: August 31, 2020 - June 30, 2021

* Pay Dates denotes Summer pay checks for FY 20-21 earnings.

Bold print Reporting Period dates denotes 3 week reporting periods.

Highlighted Pay Dates denotes exceptions to the 15th and last day of the month pay date schedule due to holiday office closures. All other pay dates reflect the actual date unless the pay date falls on a weekend or holiday.

Insurance premiums will be deducted based on the beginning and end date of your pay cycle, the number of days worked and the number of paychecks per fiscal year.

Note: All salaries are annualized. The reporting periods listed are used as cut-off dates for reporting absences, docked days, overtime, stipends, ESS and compensating substitute employees. Reporting periods and/or pay dates are subject to change as necessary to allow for holidays and/or other scheduled breaks.

STAFF CONTACT: Rodney Jackson, Director of Finance 381-4141

Related Policies: 03.121, 03.221

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

MEETING: Planning

DATE: 6/8/2020

TOPIC: School Activity Funds Report Placeholder

PREPARED BY: Rodney Jackson

**Recommended Action on: 6/22/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: N/A

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

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

Fiscal Impact: N/A

Attachments(s): School Activity Funds Report

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

MEETING: Planning

DATE: 6/8/2020

TOPIC: Monthly Financial Reports Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 6/22/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to: “Accept the Monthly Treasurer’s Report of Revenue/Expense reports as presented to the Board.”

Background/Rationale: Our goal is to report monthly the financial status of the district to our community, board and staff, in an easy to understand format. We invite suggestions for improving these reports.

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

Fiscal Impact: N/A

Attachments(s): Four attachments

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

MEETING: Regular

DATE: 06/22/2020

TOPIC: Personnel Changes

PREPARED BY: Jennifer Dyar

Recommended Action on: 06/22/2020
Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: N/A

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

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

Fiscal Impact: N/A

Attachments(s): Personnel Changes for June 22, 2020 Board Agenda

Personnel Status	CERT / CLASS SAL	CLASS HR	SUB	SUPP
New Hires		2		12
Retirement	25	7		
Termination	1			
Resignations	11	10		

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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
BEAMAN HANNAH	BRECKINRIDGE ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	6/30/2020
BOYD LORI	WINBURN MIDDLE	MID SCIENCE INSTRUCTOR	6/30/2020
DUNLAP MORGAN	GARRETT MORGAN ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2020
EMBRY CATHERINE	GARDEN SPRINGS ELEMENTARY	ELEM PHYSICAL EDUC INSTRUCTOR	6/30/2020
LIVINGOOD AMBER	DIXIE MAGNET ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2020
NUTT JANET	HENRY CLAY HIGH SCHOOL	EXC CHILD LEARNING & BEHAVIOR	6/30/2020
PRUITT JORDAN	FREDERICK DOUGLASS HIGH SCHOOL	HS SCIENCE INSTRUCTOR	6/30/2020
ROOT JESSICA	DIXIE MAGNET ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2020
SYMONS KENDALL	DIXIE MAGNET ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2020
TUCKER ALLYSON	TATES CREEK HIGH	EXC CHILD LEARNING & BEHAVIOR	6/30/2020
WRIGHT ENRIKA	ASHLAND ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	6/30/2020

- 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
BOWLIN KATHY	CARDINAL VALLEY ELEMENTARY	ELEM PRESCHOOL INSTR	7/1/2020
FERGUSON REBECCA	BEAUMONT MIDDLE SCHOOL	MID MATH INSTRUCTOR	7/1/2020
FRYE CANDICE	CASSIDY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	10/1/2020
FRYE CANDICE	CASSIDY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	10/1/2020
GEISSLER JANET	GLENDOVER ELEMENTARY	ELEM ART INSTRUCTOR	7/1/2020
GOLDEN MARGARET	BEAUMONT MIDDLE SCHOOL	MID SCIENCE INSTRUCTOR	6/1/2020
HOULIHAN VALERIE	LIBERTY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
JONES SHERYL	SOUTHERN MIDDLE	MID PHYSICAL ED INSTRUCTOR	7/1/2020
KERNS LAURA	EDYTHE J HAYES MIDDLE SCHOOL	MID SPANISH INSTRUCTOR	7/1/2020
KLEINE-KRACHT LINDA	HENRY CLAY HIGH SCHOOL	HS MATH INSTRUCTOR	7/1/2020
KNIGHT CHARLES	SOUTHERN MIDDLE	MID SAFE INSTRUCTOR	7/1/2020
OWENS PATRICIA	SOUTHERN MIDDLE	SPEECH THERAPIST-CERT NO ASHA	7/1/2020
PARSONS-MILLER MICHELLE	JESSIE M CLARK MIDDLE	MID SOCIAL STUDIES INSTRUCTOR	7/1/2020
REXFORD BRANDON	HENRY CLAY HIGH SCHOOL	HS SCIENCE INSTRUCTOR	7/1/2020

ROBINSON	VIRGINIA	SUCCESS ACADEMY	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
RYMOND	ROSEMARY	BOOKER T WASHINGTON ELEMENTARY	SPEECH THERAPIST-CERT W/ ASHA	8/1/2020
SHAW	ANN	TATES CREEK HIGH	SCHOOL ASSOCIATE PRINCIPAL	7/1/2020
SMITH	LAURA	EDYTHE J HAYES MIDDLE SCHOOL	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
TURNER	REBECCA	ROSA PARKS ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
UEBELHOR	VALERIE	SPECIAL EDUCATION	504 COORDINATOR	7/1/2020
WEBSTER	DENISE	SOUTHERN MIDDLE	MID SPANISH INSTRUCTOR	7/1/2020
WILLETT	BARBARA	SANDERSVILLE ELEMENTARY	ELEM ART INSTRUCTOR	7/1/2020
WYLIE	VEDA	BEAUMONT MIDDLE SCHOOL	MID MATH INSTRUCTOR	6/1/2020
WYLIE	VEDA	BEAUMONT MIDDLE SCHOOL	MID MATH INSTRUCTOR	7/1/2020
ZELLER	CYNTHIA	THE LEARNING CENTER	HS ART INSTRUCTOR	7/1/2020

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

Name	Location	Assignment	Effective Date
MEADOWS, JIMMY	SCHOOL IMPV & INNOVATION	SCHOOL LD SUPP SPC	06/05/2020

2. HOURLY CLASSIFIED PERSONNEL

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

Name	Location	Assignment	Effective Date
BANION CLAY	LAW ENFORCEMENT	LAW ENFORCEMENT OFFICER	5/11/2020
TRAN THIEN-KIM	LAW ENFORCEMENT	LAW ENFORCEMENT OFFICER	5/11/2020

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

Name	Location	Assignment	Effective Date
BEAVEN WESTON	FREDERICK DOUGLASS HIGH SCHOOL	SP ED PARA	8/1/2020
BROGAN BERKLEIGH	PAUL LAURENCE DUNBAR HIGH	SP ED PARA	6/30/2020
ELLIS KEQUANE	MILLCREEK ELEMENTARY	SP ED PARA	6/30/2020
HELTON ANTHONY	WINBURN MIDDLE	LEAD CUSTODIAL SERVICE WORKER	5/3/2020
JACKSON SHALETA	ATHENS CHILESBURG ELEM	SCHOOL OFFICE ASSISTANT	6/30/2020
MEADOWS CATHERINE	CLAYS MILL ELEMENTARY	SP ED PARA	6/30/2020
PARIDO KAREN	TATES CREEK MIDDLE	SCHOOL ADMIN ASST II - MIDDLE	6/30/2020
PRICE MORGAN	LAFAYETTE HIGH SCHOOL	SP ED PARA	6/30/2020

SCHNEIDER	KERRY	GARRETT MORGAN ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	6/30/2020
SCHROERING	EMILY	DIXIE MAGNET ELEMENTARY	SP ED PARA	6/30/2020

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

Name	Location	Assignment	Effective Date
BIDDLE	DENISE	VETERANS PARK ELEM FOOD SERV	7/1/2020
BOWDY	DEBORAH	SOUTHERN ELEMENTARY	7/1/2020
CARTER	HATTIE	LIBERTY ELEMENTARY	7/1/2020
CHANDLER	ALAN	CASSIDY ELEMENTARY	6/1/2020
HAMMOND-MERRITT	REBECCA	BOOKER T WASHINGTON ELEMENTARY	7/1/2020
PENNINGTON	CATHERINE	BRYAN STATION HIGH	7/1/2020
REAVES	MICHAEL	EDYTHE J HAYES MIDDLE SCHOOL	9/1/2020

3. SUPPLEMENTARY DUTY ASSIGNMENTS

a. This is to report the appointments of the following employees to the supplementary duty assignment as indicated. Supplementary duty employment is for the current school year and shall terminate at the close of the current school year, unless sooner terminated by the Superintendent or by the employee written notice:

Name	Location	Assignment
GILLES	JEANA	FREDERICK DOUGLASS HIGH SCHOOL
PATRICK	LINDSEY	MARY TODD ELEMENTARY
SMITH	CRAIG	BEAUMONT MIDDLE SCHOOL
DAVIS	LEE	BEAUMONT MIDDLE SCHOOL
POFF	JAMES	MARY TODD ELEMENTARY
BROADNAX	KATHLEEN	BRYAN STATION HIGH
KEINATH	KATHLEEN	JAMES LANE ALLEN ELEMENTARY
DEXTER	MICHELLE	BRYAN STATION HIGH
SKEEL	MELISSA	CLAYS MILL ELEMENTARY
STEWART	CARYNN	LEXINGTON TRAD MAGNET MIDDLE
LAYNE	LOGAN	LOCUST TRACE TECHNICAL CENTER
FLUTY	LORA	JAMES LANE ALLEN ELEMENTARY

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

MEETING: Regular

DATE: 6/22/2020

TOPIC: District Statement of Assurances

PREPARED BY: Julane Mullins

Recommended Action on: 6/22/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Approve Fayette County Public Schools' submission of Statement of Assurances for the 2020-2021 school year.

Background/Rationale: Yearly requirement by KDE

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

Fiscal Impact: N/A

Attachments(s): District Assurance Statement

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DISTRICT STATEMENT OF ASSURANCES

BACKGROUND AND RATIONALE: Annually school districts in Kentucky are required to provide KDE written assurances (attached) that all schools in the school district (including private schools receiving services through the district) are in compliance with district improvement planning requirements as well as all state and federal funding requirements. This Statement of Assurances complies with the requirements of Kentucky's Comprehensive District Improvement Plan funding. Staff have reviewed requirements and the district is in compliance with all assurances.

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Statement of Assurances	N/A	N/A	N/A	Measurable progress toward district achievement goals

STAFF CONTACT:

Julane Mullins, Director Budget and Staffing, X4109

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

RECOMMENDATION: A motion is in order to:

“Approve Fayette County Public Schools’ submission of Statement of Assurances for the 2020-2021 school year.”

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0*** The LEA assures that it will comply with the following provisions:**

1.	A comprehensive and current needs assessment, consistent with local board policy, supports the district improvement plan. The needs assessment is considered comprehensive and current if all of the following areas have been assessed at some point in the last three years: 1) curriculum; 2) classroom evaluation/assessment; 3) instruction; 4) school culture; 5) family and community involvement; 6) professional growth and evaluation; 7) leadership; 8) organizational structure and resources; and 9) an effective planning process.	* Yes ▼
2.	The district has a planning policy in place for school councils to follow that describes the form and function of school improvement planning in the district as per KRS 160.345(3) (c). This policy includes a description of the district's annual planning cycle (with dates). The district and all schools develop their improvement plans in accordance with this policy and with the involvement of representative groups, including required members of the needs assessment team.	* Yes ▼
3.	The local school district reviews its district improvement plan at least annually and revises as needed. Implementation of activities and strategies described in the action plan are evaluated for impact on student performance and classroom practices. The local school district assures that at least annually, an updated district improvement plan is approved by the local board and posted on the appropriate school or district website. The Comprehensive District Improvement Plan (CDIP) for each district shall be posted to the district's Web site. The Comprehensive School Improvement Plan (CSIP) for each school shall be posted to the school's Web site.	* Yes ▼

4.	The local school district will cooperate in carrying out any evaluation of each program conducted by or for the Kentucky Department of Education (KDE), or the U.S. Department of Education ("Covered Program").	* Yes ▼
5.	The local school district will administer each Covered Program in accordance with all program plans and applications.	* Yes ▼
6.	Before its district improvement plan is posted, the district has afforded a reasonable opportunity for public comment on the plan and has considered such comment.	* Yes ▼
7.	Where appropriate, the local school district will consult with private school officials in a timely and meaningful way to assure equitable participation of children and/or teachers in the private schools	* Yes ▼
8.	The local school district will coordinate and collaborate with other agencies as required by the Every Student Succeeds Act (ESSA) Title I, Parts A, C, and D; ESSA Title II, Parts A, B, and D; ESSA Title IV, Title VII, Title X, Part C, the Individuals with Disabilities Education Act (IDEA), and the Carl D. Perkins Vocational and Technical Education Act of 2006 or its successor.	* Yes ▼
9.	The local school district will adopt and use proper methods of administering the Covered Programs, including: implementation of obligations, the correction of deficiencies in program operations as identified through technical assistance, program audits, monitoring or evaluation, and the adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs	* Yes ▼
10.	The local school district will:	* Yes ▼
	a. Provide timely program reports to the Kentucky Department of Education on activities and expenditures, including reports requested by the U. S. Department of Education	
	b. Maintain records, provide information, and afford access to the records as the Kentucky Department of Education or the federal offices may find necessary to carry out their responsibilities	

11.	The local school district will comply with the Civil Rights Act of 1964, Title IV, Title VI, Title VII; the Equal Educational Opportunities Act of 1974; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act prohibiting discrimination on the basis of race, color, national origin, age, religion, marital status, sex, or disability.	* Yes ▼
12.	The local school district assures that its district improvement plan describes steps it will take to ensure equitable access to, and equitable participation in, the project or activity to be conducted with such assistance, by addressing the special needs of students, teachers, and other program beneficiaries in order to overcome barriers to equitable participation, including barriers to gender, race, color, national origin, disability, and age. [General Education Provisions Act (GEPA) Section 427].	* Yes ▼
13.	The local school district will comply with the Single Audit Act. (2 C.F.R. Part 200 Subpart F)	* Yes ▼
14.	The local school district has control of Covered Programs and holds title to property acquired with the funds. The district will administer the funds and property as required by the authorizing law and for the purpose for which they are granted. The district retains control in the event of contractual arrangements made with other parties.	* Yes ▼
15.	The local school district will use fiscal control and fund accounting procedures (MUNIS) to ensure proper disbursement of and accounting for federal and state funds paid to the district under the Covered Programs.	* Yes ▼
16.	The local school district will submit an amendment prior to opening an object code series or to purchase equipment that costs \$5,000 or more per unit after the initial budget has been submitted and approved.	* Yes ▼
17.	The local school district assures that:	* Yes ▼

	a.	Federal appropriated funds have not been paid and shall not be paid by or on behalf of the local school district, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the making of any federal grant, for entering any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.	
	b.	No funds other than federal appropriated funds have been paid, and shall not be paid, to any person for influencing or attempting to influence an officer or employee of any agency in connection with the federal grant. The Superintendent shall complete and file Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions for any payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
18.	The superintendent shall require that these assurances and certifications be included in the award documents for all sub-grantees.		* Yes ▼
19.	Federal funds received under Covered Programs are used only to supplement and in no case supplant funds from non-federal sources.		* Yes ▼
20.	If the project involves construction, the project is consistent with overall state plans for the construction of school facilities; and, in developing plans for construction, due consideration is given to excellence of architecture and design, compliance with the Americans with Disabilities Act and standards prescribed by the Secretary under Section 504 of the Rehabilitation Act of 1973 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities [GEPA, Sec. 436].		* Yes ▼

21.	Federal funds received will not be used to acquire equipment (including computer software) when such acquisition results in a direct financial benefit to an organization representing the interests of the school district or its employees or any affiliate of such organization [GEPA, Sec. 436].	* Yes ▼
22.	The local school district will maintain procedures to minimize the time elapsing between the transfer of federal grant funds and their disbursement (2 C.F.R. Part 200.305).	* Yes ▼
23.	Any plan, budget, evaluation, periodic program plan, or report relating to the covered programs is made readily available to parents and other members of the general public for the purpose of public inspection (34 C.F.R. 76.304). The local school district will comply with the Kentucky Open Records Act set forth at KRS 61.870-884.	* Yes ▼
24.	Children served in Covered Programs will have access to all state and locally funded instructional, social, health, transportation, and nutritional services on the same basis as any other child and have the opportunity to meet the same challenging content and performance standards as any other child.	* Yes ▼
25.	The local school district will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards as applicable.	* Yes ▼
26.	The local school district will comply with 2 C.F.R. Part 200 Subpart E as it relates to cost principles for federal fund uses.	* Yes ▼
27.	The local school district will comply with 2 C.F.R. Part 200 Subpart D Property Standards (200.310-200.316).	* Yes ▼
28.	The local school district will comply with the Debarment, Suspension, and other Responsibility matters regulation (34 C.F.R. 85.110).	* Yes ▼
29.	The local school district will comply with assurance of Compliance (Form HEW 441) or any court ordered desegregation plan that applies to this application.	* Yes ▼
30.	The local school district will comply with the Gun-Free Schools Act of 1994.	* Yes ▼

31.	The local school district will comply with the Pro-Children Act of 1994.	* Yes ▼
32.	The local school district will comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Protection of Pupil Rights Amendment (PPRA).	* Yes ▼
33.	The local school district will comply with the Procurement Standards as describe in 2 C.F.R. 200.318-200.326.	* Yes ▼
34.	The local school district shall certify that no policy of the district or the school prevents or otherwise denies participation in constitutionally protected prayer in the public schools (K-12) (20 U.S.C. 7904).	* Yes ▼
35.	The local school district will comply with all provisions of KRS 158.649 relating to the reduction of achievement gaps among student populations.	* Yes ▼
36.	The district improvement plan includes specific strategies based on data in the School Report Card to support schools.	* Yes ▼
37.	The district improvement plan includes specific strategies to support schools that have not met the goals of the Interim Performance Report for the Kentucky Performance Rating for Educational Progress (K-PREP).	* Yes ▼
38.	All current school improvement plans are on file in the district's central office for review.	* Yes ▼
39.	The local school district will have a technology plan in place to support the technology initiatives that are funded through various federal and state programs including the Every Student Succeeds Act (ESSA), the Universal Service Administrative Company (USAC) E-Rate program, and the Kentucky Education Technology System (KETS) program.	* Yes ▼
40.	The local district assures that all students have had access and opportunity to learn the standards contained in the Kentucky Academic Standards at 704 KAR 3:303 and 704 KAR Chapter 8.	* Yes ▼
41.	The local district assures that all students have met the minimum graduation requirements upon graduation. 704 KAR 3:305.	* Yes ▼

42.	The local district assures that all students in grades 6-12 have an Individual Learning Plan. KRS 158.6459 and 704 KAR 3:305.	* Yes ▼
43.	As it relates to student interventions, the local district assures:	* Yes ▼
	a. A high school student whose highest score on the college admissions examination under KRS 158.6453 (5)(b)5 in English, reading, or mathematics is below the system-wide standard established by the Council on Postsecondary Education for entry into a credit-bearing course at a public postsecondary institution without placement in a remedial course or an entry-level course with supplementary academic support shall be provided the opportunity to participate in accelerated learning designed to address his or her identified academic deficiencies prior to high school graduation. KRS 158.6459(1).	
	b. By February 1 of each year, the school-based decision making council, or the principal if there is not a council, with the involvement of parents, faculty, and staff shall set the school's targets for eliminating any achievement gap and submit them to the superintendent for consideration. The superintendent and the school-based decision making council, or the principal if there is not a council, shall agree on the targets before they are submitted to the local board of education for adoption. KRS 158.649(4).	
44.	All students not meeting benchmarks established by the Council on Postsecondary Education on the college readiness exam are provided intervention/transition courses. 704 KAR 3:305.	* Yes ▼
45.	The local district assures that all courses in the local course catalog are linked to Kentucky's Uniform Academic Course Codes. 704 KAR 3:540.	* Yes ▼
46.	The local district assures that a library media center has been established in every elementary and secondary school and that a school librarian is employed to organize, equip, and manage the operations of the school media library and holds the appropriate certificate in accordance with KRS 161.020, 161.030, and 158.102.	* Yes ▼

47.	The local district assures that all students grades K-3 have been provided learning experiences that include developmentally appropriate educational practices; multiage and multiability classrooms; continuous progress; authentic assessment; qualitative reporting methods; professional teamwork; and positive parent involvement. 704 KAR 3:440		* Yes ▼
48.	The local district assures that any courses being identified as advanced placement courses are identified as an advanced placement course by the College Board; include the content as described in the college board overview, description, and recommended course syllabus for the appropriate course; are aligned with Kentucky's Academic Expectations as established in KRS 158.6451 and Kentucky's Academic Standards as established in 704 KAR 3:303 and 704 KAR Chapter 8; and prepares a student to take and be successful on the appropriate advanced placement examination administered by the college board. Advanced placement courses must be accessible to all students. 704 KAR 3:510		* Yes ▼
49.	The district assures compliance with KRS 158.791 which requires:		* Yes ▼
	Elementary Schools to:		
	a.	Provide comprehensive school-wide reading program;	
	b.	Provide diagnostic reading assessments and intervention services for those students who need them to learn to read at the proficient level;	
	c.	Ensure quality instruction by highly trained teachers;	
	d.	Provide high quality library media programming; (defined in KDE's Beyond Proficiency @ your library)	
	Middle and High Schools:		

	<p>a. Provide direct, explicit instruction to students lacking skills in how to read, learn, and analyze information in key subjects, including language, reading, English, mathematics, science, social studies, arts and humanities, practical living, and career studies;</p> <p>b. Ensure that teachers have the skills to help all students develop critical strategies and skills for subject-based reading.</p>	
50.	The district assures compliance with KRS 156.160 which requires every public middle and high school curriculum to include instruction on the Holocaust and other cases of genocide, as defined by the United Nations Convention on the Prevention and Punishment of the Crime of Genocide, that a court of competent jurisdiction, whether a court in the United States or the International Court of Justice, has determined to have been committed by applying rigorous standards of due process.	* Yes ▼
51.	If a school council or, if none exists, the principal adopts a curriculum for human sexuality or sexually transmitted diseases, instruction shall include but not be limited to the following content: (1) Abstinence from sexual activity is the desirable goal for all school-age children; (2) Abstinence from sexual activity is the only certain way to avoid unintended pregnancy, sexually transmitted diseases, and other associated health problems; and (3) The best way to avoid sexually transmitted diseases and other associated health problems is to establish a permanent mutually faithful monogamous relationship.	* Yes ▼
52.	As required by the Every Student Succeeds Act, the school district assures that its employees, contractors, or agents, shall not assist a school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or school district knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law. [20 U.S.C.A. 7926]	* Yes ▼

53. The district ensures data collection and reporting requirements are met as defined in state or federal law. This includes ensuring collection, reporting and quality control measures are in place within schools. Examples include: school and district report cards (ESSA S.1177(h); KRS 158.6453 and 703 KAR 5140), biennial federal Civil Rights Data Collection (20 U.S.C. 3413(c)(1)).

* Yes ▼

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0

***The LEA assures that it will comply with the following provisions:**

1.	The local school district will designate a point of contact for the district for foster care.	* Yes ▼
2.	<p>The local school district will collaborate with the State or local child welfare agency to develop and implement clear written procedures governing how transportation will be provided, arranged and funded to ensure children in foster care can remain in their school of origin when in their best interest for the duration of the time in foster care.</p> <p>Procedures shall:</p> <p>a. Ensure that children in foster care needing transportation to the school of origin will promptly receive it in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and</p> <p>b. Ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if:</p> <p>i. The local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation;</p> <p>ii. The local educational agency agrees to pay for the cost of such transportation; or</p> <p>iii. The local educational agency and the local child welfare agency agree to share the cost of such transportation.</p>	* Yes ▼

3. The local school district will adopt policies and practices to ensure that any child in foster care remains in the child's school of origin, unless a determination is made that it is not in such child's best interest. Such decisions shall be based on all factors relating to the child's best interest, including consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement. ESEA Sec. 1111(g)(1)(E)(i)

* Yes ▼

4. The local school district will adopt policies and practices to ensure that if it is not in the child's best interest to remain in the school of origin, the child will be immediately enrolled in a new school even if the child is unable to produce records normally required for enrollment. ESEA Sec. 1111(g)(1)(E)(ii)

* Yes ▼

5. The enrolling school shall immediately contact the school last attended by any such child to obtain relevant academic and other records. ESEA Sec. 1111(g)(1)(E)(iii)

* Yes ▼

Use of Physical Restraint and Seclusion in Public Schools (704 KAR 7:160) Local Education Agency (LEA) Assurances

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0

Use of Physical Restraint and Seclusion in Public Schools (704 KAR 7:160) Local Education Agency (LEA) Assurances

***The LEA assures that it will comply with the following provisions:**

1.	The local school district will fully comply with the requirements of <u>704 KAR 7:160</u> . Use of Physical Restraint and Seclusion in public schools, including but not limited to policy development and reporting incidents of physical restraint and seclusion.	* Yes ▼
2.	If selected, the district will submit to monitoring of its compliance with <u>704 KAR 7:160</u> and will comply with all corrective actions that result from said monitoring.	* Yes ▼

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*** The LEA assures the that it will comply with the following provisions:**

1.	Districts and schools receiving Title I, Part A funds will comply with all requirements outlined in Title I, Part A of the Every Student Succeeds Act, unless an approved notice of the waiver of specific requirements has been issued by the Kentucky Department of Education.	* Yes ▼
2.	Districts and schools receiving Title I, Part A funds will maintain records that support their compliance with Title I, Part A requirements and approved plans.	* Yes ▼
3.	If selected, the local school district will submit to state-conducted Title I, Part A monitoring and will comply with all corrective actions that result of such monitoring.	* Yes ▼
4.	Districts will comply with the following assurances as outlined within Title I, Part A, Section 1112 of the Every Student Succeeds Act, unless a notice of the waiver of specific requirements has been issued by the Kentucky Department of Education.	* Yes ▼
	The local school district will	
	<ul style="list-style-type: none"> ensure that migratory children and former migratory children who are eligible to receive services under this part are selected to receive such services on the same basis as other children who are selected to receive services under this part; 	

- | | |
|--|--|
| | <ul style="list-style-type: none"> provide services to eligible children attending private elementary schools and secondary schools within and outside the district that serve students residing in the district in accordance with section 1117, including timely and meaningful consultation with private school officials regarding such services. This consultation occurs during development of the district's programs under Title I, Part A and is done with the goal of reaching an agreement on how to provide equitable services to eligible private school students. This assurance is also required pursuant to Section 1112(c)(2) of ESSA; |
| | <ul style="list-style-type: none"> participate, if selected, in the National Assessment of Educational Progress in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act (20 U.S.C. 9622(b)(3)); |
| | <ul style="list-style-type: none"> coordinate and integrate services provided under this part with other educational services at the local school district or individual school level, such as services for English learners; children with disabilities; migratory children; American Indian, Alaska Native, and Native Hawaiian children; and homeless children and youths, in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program; |
| | <ul style="list-style-type: none"> ensure all schools in the district give timely notice to parents of students taught for four or more consecutive weeks by a teacher who does not meet applicable state certification requirements at the grade level and subject area assigned; |
| | <ul style="list-style-type: none"> ensure that all teachers and paraprofessionals working in a program supported with Title I, Part A funds meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification. KRS 161.020 prohibits a person from holding a public school position for which certificates may be issued, unless he or she holds a certificate for the position, issued by the Education Professional Standards Board; and |
| | |

	<ul style="list-style-type: none"> in the case of a local school district that chooses to use Title I, Part A funds to provide early childhood education services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act (42 U.S.C. 9836a(a)). 	
5.	Local school districts shall:	* Yes ▼
	<ul style="list-style-type: none"> provide technical assistance and support to schoolwide and targeted assistance programs, including consulting with schools as they develop plans pursuant to section 1114 and 1115 and assisting schools with the implementation of such plans; 	
	<ul style="list-style-type: none"> take into account the experience of model programs for the educationally disadvantaged and the findings of relevant evidence based research when implementing services at Title I-served schools; 	
	<ul style="list-style-type: none"> ensure that its Title I, Part A plan was developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, other appropriate school personnel, and with parents of children served under Title I, Part A; 	
	<ul style="list-style-type: none"> ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; 	
	<ul style="list-style-type: none"> use the results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the district, to review annually the progress of each school served by the district and receiving funds under this part to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3); and 	

	<ul style="list-style-type: none"> ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand; 	
	<ul style="list-style-type: none"> unless exempt, demonstrate compliance with the supplement, not supplant requirement by demonstrating that the methodology used to allocate State and local funds to each school receiving assistance under Title I ensures that such school receives all of the State and local funds it would otherwise receive if it were not receiving assistance under Title I (ESSA Section 1118 (b) (2)). 	
	<ul style="list-style-type: none"> notify parents of each student attending any Title I school in the district at the start of the school year that they have the right to request, and the agency will provide the parents on request (and in a timely manner), information on the professional qualifications of their children's classroom teachers and paraprofessionals (ESSA Section 1112 (e)) 	
	<ul style="list-style-type: none"> notify parents of each student attending any Title I school in the district at the start of the school year that the parents may request, and the local school district will provide the parents on request (and in a timely manner), information regarding any State or local school district policy regarding student participation in any assessments mandated by section 1111(b)(2) and by the State or local school district (ESSA Section 1112(e)(2)(A). 	
	<ul style="list-style-type: none"> make widely available through public means (including by posting in a clear and easily accessible manner on the local educational agency's website), information on each assessment required by the State to comply with section 1111, other assessment required by the State, and where such information is available and feasible to report, assessments required districtwide by the local educational agency (ESSA Section 1112(e)(2)(B). 	

	<ul style="list-style-type: none"> not later than 30 days after the beginning of the school year, inform parents of an English learner identified for participation or participating in a language instruction educational program of the information described in ESSA Section 1112(e)(3)(A). The notice and information provided to parents shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand. 	
	<ul style="list-style-type: none"> For those children who have not been identified as English learners prior to the beginning of the school year but are identified as English learners during such school year, the district shall notify the children's parents during the first 2 weeks of the child being placed in a language instruction educational program (1112(e)(3)(B). The notice and information provided to parents shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand. 	
	<ul style="list-style-type: none"> Implement an effective means of outreach to parents of English learners to inform the parents regarding how the parents can be involved in the education of their children; and be active participants in assisting their children to attain English proficiency, achieve at high levels within a well-rounded education, and meet the challenging State academic standards expected of all students. Implementing an effective means of outreach to parents shall include holding, and sending notice of opportunities for, regular meetings for the purpose of formulating and responding to recommendations from parents of students assisted under Title I or Title III. The notice and information provided to parents shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand (1112(e)(3)(C). 	
6.	Comply with Section 1113(c)(3) of ESSA, which requires a portion of Title I, Part A funds be set-aside for neglected institutions in the district (if applicable), and ensures such funds are spent on identified student needs as required by the Code of Federal Regulations (CFR).	* Yes ▼

7. Pursuant to Section 1116(a)(3)(B) of ESSA, the district ensures that parents and family members of students receiving services under Title I, Part A are involved in decisions regarding the allotment of federal funding for parental involvement activities.
8. Pursuant to Section 1116(c)(1) of ESSA, the district ensures that each school served under Title I, Part A convenes an annual meeting, at a convenient time, to inform parents of their school's participation and explain requirements under Title I, Part A, including the right of parents to be involved.
9. Pursuant to Section 1118(c), the district ensures it has established and implemented a district-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; and, a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies.

* Yes ▼

* Yes ▼

* Yes ▼

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0

*** The LEA assures the that it will comply with the following provisions:**

1.	Districts will not discriminate against children who are not legally admitted to the United States by denying them access to educational programs offered to children of U. S. citizens. Neither shall the district:	* Yes ▼
a.	Require students or parents to disclose or document their immigration status.	
b.	Make inquiries of students or parents which may expose their undocumented status.	
c.	Require social security numbers of all students, as it may expose the undocumented status of students or parents (Plyler v. Doe, 457 U.S. 202, (1982))	
2.	Section 1304(b)(3) of the Every Student Succeeds Act states that the Kentucky Department of Education must promote interstate and intrastate coordination of migrant education services, including the transfer of pertinent school records, for migratory children. School districts must meet privacy requirements of FERPA. In carrying out this requirement, the signed Certificate of Eligibility (COE), by the migrant child's parent or legal guardian will serve as a consensual written permission to share personally identifiable information from their migrant record with local educational agencies and migrant regional service centers and to transfer such information to appropriate education officials in other states having migrant programs. Regional migrant service centers will have oversight of district programs in their region.	* Yes ▼

a.	Districts and regional offices agree to comply with any and all requests for data and documentation made by the Regional Service Centers and/or KDE in the manner in which it is requested (hard copy, electronic, etc.) within the timeline requested.
b.	Districts will comply with the written requirements of the state migrant regional service centers to ensure the accuracy of data and the transfer of migrant student records. Districts, educational cooperatives or public colleges and universities serving as a local operating agency or migrant regional service centers will maintain a written record (Certificate of Eligibility) of the basis on which each child was determined to be eligible.
c.	Districts and local operating agencies will supply the Kentucky Department of Education with all of the Migrant Student Information eXchange (MSIX) minimum data elements applicable to the child's age and grade within the timeframe established in 34 CFR 200.85 regardless of the type of school in which the child is enrolled (e.g. public, private, or home school), or whether a child is enrolled in any school.
	<div>i.</div> <div>For migratory children who are or were enrolled in private schools, the local operating agency meets its responsibility of this section for collecting minimum data elements (MDEs) applicable to the child's age and grade level by advising the parent of the migratory child, or the migratory child if the child is emancipated, of the necessity of requesting the child's records from the private school, and by facilitating the parent or emancipated child's request to the private school that it provide all necessary information from the child's school records-</div>
	<div>1)</div> <div>Directly to the parent or emancipated child, in which case the local operating agency must follow up directly with the parent or child; or</div>

		2) To the SEA, or a specific local operating agency, for forwarding to MSIX, in which case the SEA or local operating agency must follow up with the parent, emancipated child, or the private school to make sure that the records requested by the parent or emancipated child have been forwarded.	
	ii.	For migratory children who are or were enrolled in home schools, the local operating agency meets its responsibility for collecting MDEs applicable to the child's age and grade level by requesting these records, either directly from the parent or emancipated child.	
	d.	The local operating agency is required to use the Consolidated Student Record for all migratory children who have changed residence to a new school district within the State or in another State in order to facilitate school enrollment, grade and course placement, accrual of high school credits, and participation in the migrant education program.	
	e.	The local operating agency is required to use reasonable and appropriate measures determined by the Kentucky Department of Education to ensure that all data submitted to MSIX are accurate and complete; and to respond promptly to any request by the US Department of Education for information needed to meet the Department's responsibility for the accuracy and completeness of data in MSIX.	
	f.	The local operating agency is required to follow the procedures outlined in the Kentucky MSIX Policies and Procedures guidebook for correcting data as requested by parents, guardians, and migratory children, and other SEAs.	
3.	Sections 1304 and 1306 of the Every Student Succeeds Act states that the Kentucky Department of Education shall identify and address the needs of migrant students through the appropriate coordination of local, state and federal funds. Districts will coordinate the migrant program with schoolwide projects and other programs within the district. Districts should identify all available resources for migrant students who are most academically at need.		* Yes ▼

4.	Each local operating agency will fully participate in a system for the storage of data and the transfer of migrant student records.	* Yes ▼
5.	Each local operating agency must employ personnel to recruit and advocate, ensuring the identification and recruitment of all eligible migrant children. It is highly recommended that these positions be full-time and bilingual.	* Yes ▼
6.	Each local operating agency shall implement effective parent involvement activities in accordance with the program Service Delivery Plan (SDP).	* Yes ▼
7.	The local operating agency will consult with parents of migratory children, including parent advisory councils, for programs not less than 1 school year in duration. All such programs and projects are carried out	* Yes ▼
	a. In a manner that provides for the same parental involvement as is required for programs and projects under section 1116, unless extraordinary circumstances make such provision impractical; and	
	b. In a format and language understandable to the parents (ESSA Section 1304 (c)(3)).	
8.	In providing services with funds received under this part, each recipient of such funds shall give priority to migratory children who have made a qualifying move within the previous 1-year period and who:	* Yes ▼
	a. Are failing, or most at risk of failing, to meet the challenging State academic standards; or	
	b. Have dropped out of school (ESSA Section 1304 (d)).	

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0*** The LEA assures the that it will comply with the following provisions:**

1.	Districts and schools receiving Title I, Part D, Subpart 2 funds will comply with all applicable requirements outlined in Sections 1421-1432 of the Every Student Succeeds Act. This includes submission of an application to the state by prescribed deadlines and the maintenance of records supporting program compliance and adherence to state-approved plans.	* Yes ▼
2.	The local school district will submit to state-conducted Title I, Part D monitoring and will comply with all corrective actions/findings that result from such monitoring.	* Yes ▼
3.	The programs and services provided under this grant will be used to address the needs set forth in the application and fiscal related information will be provided within the fiscal year timelines established for new, reapplying, and/or continuing programs.	* Yes ▼
4.	The local school district will comply with civil rights and nondiscrimination requirement provisions and equal opportunities to participate for all eligible students, teachers, and other program beneficiaries. The programs and services provided with federal funds under this grant will be operated so as not to discriminate on the basis of age, gender, race, national origin, ancestry, religion, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disabilities.	* Yes ▼
5.	The local school district will evaluate its program periodically to assess its progress toward achieving its goals and objectives and use its evaluation results to refine, improve, and strengthen its program and to refine its goals and objectives as appropriate. The local school district will submit to the department such information, and at such intervals, that the department requires to complete state and/or federal reports.	* Yes ▼

6.	Each local school district receiving Title I, Part D Subpart 2 funds will ensure accurate and timely submission of neglected and delinquent student data as requested by the Kentucky Department of Education, including reports requested by the U.S. Department of Education. The district ensures that child counts submitted to KDE pursuant to Title I, Part D, which is found in Sections 1401-1432 of ESSA, are supported by appropriate documentation.	* Yes ▼
7.	The local school district will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program.	* Yes ▼
8.	Each agency receiving funds under this grant shall use these funds only to supplement, and not to supplant, state and local funds that, in the absence of such funds, would otherwise be spent for activities under this section.	* Yes ▼
9.	The local school district will administer such funds and property to the extent required by the authorizing statutes.	* Yes ▼
10.	Where feasible, the local school district will ensure educational programs in juvenile facilities are coordinated with the student's home school, particularly with respect to special education students with an individualized education program. Pursuant to Sections 1423(3) of ESSA, the district ensures that participating schools coordinate with facilities working with delinquent children to ensure such children are participating in a comparable education program.	* Yes ▼
11.	Where feasible, the local school district will provide transition assistance to help the youth stay in school, including coordination of services for counseling, assistance, in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.	* Yes ▼
12.	The local school district will provide support programs which encourage youth who have dropped out to re-enter school once their term has been completed or provide such youth with the skills necessary for such youth to gain employment or seek a high school diploma or its recognized equivalent.	* Yes ▼

13.	The local school district will ensure facilities for neglected, delinquent, or at-risk students are staffed with teachers and other qualified staff who are trained to work with children with disabilities and other students with special needs taking into consideration the unique needs of such children and students.	* Yes ▼
14.	The local school district will use, to the extent possible, technology to assist in coordinating educational programs between the juvenile facility and the community school.	* Yes ▼
15.	Where feasible, the local school district will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.	* Yes ▼
16.	The local school district will coordinate funds received under this program with other local, state, and federal funds available to provide services to participating youths, such as funds under the Job Training Partnership Act, and vocational education funds.	* Yes ▼
17.	The local school district will coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 as amended by the Juvenile Justice Reform Act of 2018 and other comparable programs, if applicable.	* Yes ▼
18.	If appropriate, the local school district will work with local businesses to develop training and mentoring programs for participating youth.	* Yes ▼

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0

***Districts receiving ESSA Title II, Part A funds shall:**

1.	Submit an application to the Kentucky Department of Education (KDE) at such time, in such manner, and containing such information as required;	* Yes ▼
2.	Ensure activities carried out under this program are in accordance with the purpose of Title II as stated in Section 2001 of the ESSA, which is to:	* Yes ▼
a.	Increase student achievement consistent with the challenging State academic standards;	
b.	Improve the quality and effectiveness of teachers, principals, and other school leaders; and	
c.	Increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and	
d.	Provide low-income and minority students greater access to effective teachers, principals, and other school leaders;	
3.	Comply with all applicable requirements outlined in Sections 2102-2104 of the ESSA or its successor;	* Yes ▼
4.	Comply with section 8501 of the ESSA regarding the participation by private/non-public school children and teachers;	* Yes ▼
5.	Coordinate professional learning activities authorized under this part with professional learning activities provided through other Federal, State, and local programs;	* Yes ▼
6.	Engage shareholders in the following ways:	* Yes ▼

	a.	Meaningfully consult with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in a local school district that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this title;	
	b.	Seek advice from the individuals and organizations described in the bullet above regarding how best to improve the local school district's activities to meet the purpose of this title; and	
	c.	Coordinate the local school district's activities under this part with other related strategies, programs, and activities being conducted in the community;	
7.	Use Title II, Part A funds to develop, implement, and evaluate the comprehensive programs and activities carried out under this program;		* Yes ▼
8.	Ensure that if funds are used for class size reduction, classes will be reduced to a level that is evidence-based, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, to improve student achievement through the recruiting and hiring of additional effective teachers;		* Yes ▼
9.	Ensure that if funds are used for professional learning, it is high-quality, personalized and evidence-based, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, for teachers, instructional leadership teams, principals or other school leaders, that is focused on improving teaching and student learning and achievement, including supporting efforts to:		* Yes ▼
	a.	Train educators to effectively integrate technology into curricula and instruction (including education about the harms of copyright piracy);	
	b.	Train educators to use data to improve student achievement and understand how to ensure individual student privacy is protected, (FERPA) and State and local policies and laws in the use of such data;	

	c.	Train educators to effectively engage parents, families, and community partners, and coordinate services between school and community;	
	d.	Train educators to help all students develop the skills essential for learning readiness and academic success;	
	e.	Train educators to develop policy with school, local educational agency, community or State leaders; and	
	f.	Train educators to participate in opportunities for experiential learning through observation.	
10.	Ensure that if funds are used to recruit a diverse workforce, it is not limited to race only;		* Yes ▼
11.	Ensure the activities carried out under Title II, Part A address the learning needs of all students, including children with disabilities, English learners, and gifted and talented students;		* Yes ▼
12.	Ensure and provide written affirmation to KDE that timely, meaningful and on-going consultation with each nonpublic school occurs prior to any decision about the equitable services to be provided to eligible nonpublic school students, teachers, and other educational personnel;		* Yes ▼
13.	Retains control of Title II, Part A funds used to provide equitable services to nonpublic schools and ensures that services are provided by either an employee of the district or through a contract with an individual, agency or organization independent of the nonpublic school and any religious organization.		* Yes ▼

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* The LEA assures the that it will comply with the following provisions:

1.	The eligible entity (LEA/school district/consortium) assures that it has developed a district plan for educating all English Learners (EL) students within its jurisdiction and submitted the plan and budget to KDE for approval each year it receives Title III funds. It also assures that a copy of the district EL plan will be provided to all schools receiving Title III funds and that the plan and its contents will be made available to EL families and the public in compliance with open records laws.	* Yes ▼
2.	The eligible entity (LEA/school district/consortium) assures that it will provide equal educational opportunities to all EL and immigrant students and uphold such rights regardless of citizenship or nationality status, as provided under Titles IV and VI of the Civil Rights Act of 1964, the Equal Educational Opportunity Act of 1974, Sec. 204(f), and as affirmed in the Supreme Court ruling in Plyler v. Doe, (1982), and any other civil rights guaranteed by federal law.	* Yes ▼
3.	The eligible entity (LEA/school district/consortium) assures that it will expend all Title III funds to improve the education of EL children by assisting the children to speak, read, write and comprehend the English language and to meet challenging state content and performance standards.	* Yes ▼
4.	The eligible entity (LEA/school district/consortium) with substantial increases in immigrant children and youth students assures that it will use Title III immigrant funds in a manner consistent with activities under ESEA Sec.3114 (d) of Title III.	* Yes ▼
5.	The eligible entity (LEA/school district/consortium) assures that its proposed EL plan is based on effective approaches and methodologies for teaching EL students.	* Yes ▼

6.	The eligible entity (LEA/school district/consortium) assures that its proposed EL plan describes how language instruction programs will ensure that EL students develop English proficiency.	* Yes ▼
7.	The eligible entity (LEA/school district/consortium) assures that all teachers in its EL programs are fluent in English and any other language used for instruction, including written and oral communication skills.	* Yes ▼
8.	The eligible entity (LEA/school district/consortium) assures that it will use Title III funds in ways that will build district and school capacity to continue to offer effective language instruction educational programs for EL students. This includes allocating Title III funds for effective professional development.	* Yes ▼
9.	The eligible entity (LEA/school district/consortium) assures that its EL and immigrant programs, strategies and funding allocations are aligned and integrated with the Comprehensive District Improvement Plan (CDIP) and Comprehensive School Improvement Plans (CSIP).	* Yes ▼
10.	The eligible entity (LEA/school district/consortium) assures that a Program Services Plan (PSP) will be developed for each EL student in the district. The Program Services Plan will, at a minimum, include all essential elements required by ESEA Section 1112(e)(3) and Kentucky's Regulations on Inclusion of Special Populations in State Assessment and Accountability (703 KAR 5:070).	* Yes ▼
11.	The eligible entity (LEA/school district/consortium) assures that all EL students enrolled on the first day of the Kentucky State-Required Assessment testing window shall be assessed in all parts of the state-required assessments and their scores shall be included in accountability calculations consistent with state law, unless the students are in their first year of enrollment in a United States (U.S.) school.	* Yes ▼

12.	The eligible entity (LEA/school district/consortium) assures that parents/legal guardians of all EL students in the district will be notified within 30 calendar days after the beginning of the school year of a) the reason for their child's identification as EL, b) the child's level of English proficiency, c) the child's program instructional services, d) the specific exit requirements for the program, and e) parental rights to opt out of services or to seek alternative services as outlined in ESEA Section 1112(e)(3) and in the case of a child with a disability, how such program meets the objectives of the individualized education program of the child, as described in section 614(d) of the Individuals with Disabilities Education Act. For a child who has not been identified for participation in a language instruction education program prior to the beginning of the school year, the eligible entity (LEA/school district/consortium) assures that it will carry out subsections (a) through (e) within two (2) weeks of the child's being placed in such a program.	* Yes ▼
13.	The eligible entity (LEA/school district/consortium) assures that it will implement an effective means of outreach to promote parent, family, and community engagement activities for EL and immigrant students as outlined in ESEA Section 3115(c)(3).	* Yes ▼
14.	The eligible entity (LEA/school district/consortium) assures that it will determine primary or home languages of EL children through the use of a home language survey administered to all students enrolled in the district as a first screening process to identify students as English learners (703 KAR 5:070).	* Yes ▼
15.	The eligible entity (LEA/school district/consortium) assures that it will submit to the Kentucky Department of Education all demographic and programmatic information, including the requirements of ESEA Sec. 3121 of Title III, pertinent to the implementation of the Title III program and the provision of services to EL and immigrant students.	* Yes ▼
16.	The eligible entity (LEA/school district/consortium) assures that it developed its proposed EL and immigrant plans in consultation with teachers, school administrators, parents, researchers, and if appropriate, with education-related community groups and nonprofit organizations, and institutions of higher education.	* Yes ▼

17. The eligible entity (LEA/school district/consortium) assures that it has consulted with non-public schools within its area of service in the development of the district EL plan, and that it will administer and provide on an equitable basis educational services to EL students in non-public schools through a public agency or a contractual entity independent of the non-public schools or religious organizations.

* Yes ▼

18. The eligible entity (LEA/school district/consortium) assures that all Title III funds will supplement, but in no case supplant, federal, state and local public funds for programs for EL and immigrant students as set forth in Sec. 3115 (g) of Title III.

* Yes ▼

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In accordance with ESEA section 4106(e) (2) and (f), a local school district or consortium of local school districts must assure in its application that it will:

354	1.	Prioritize the distribution of funds to schools served by the local school district based on one or more of the following criteria-	* Yes ▼
	a.	Are among the schools with the greatest needs;	
	b.	Have the highest percentages or numbers of children counted under section 1124(c) (i.e., children counted for purposes of basic grants to local school districts under Title I, Part A of the ESEA);	
	c.	Are identified for comprehensive support and improvement under section 1111(c)(4)(D) (i) (i.e., are among the lowest-achieving schools);	
	d.	Are implementing targeted support and improvement plans as described in section 1111(d)(2) (i.e., have consistently underperforming student subgroups; or	
	e.	Are identified as a persistently dangerous public elementary school or secondary school under section 8532. (ESEA section 4106(e)(2)(A)).	
	2.	For a local school district or consortium that receives \$30,000 or more, use-	* Yes ▼
a.	Not less than 20 percent of funds to support one or more of the activities authorized under section 4107 pertaining to well-rounded educational opportunities;		
b.	Not less than 20 percent of funds to support one or more activities authorized under section 4108 pertaining to safe and healthy students; and		

	c.	A portion of funds to support one or more activities authorized under section 4109(a) pertaining to the effective use of technology; including an assurance that it will not use more than 15 percent of the remaining portion for purchasing technology infrastructure as described in section 4109(b). (ESEA section 4106(e)(2)(C)-(E)).	
	d.	Comply with section 8501-8504, regarding equitable participation of private school children and teachers. (ESEA section 4106(e)(2)(B)).	
	e.	Complete an annual state report regarding how funds for the SSAE program are being used. (ESEA section 4106(e)(2)(F)).	
3.	Comply with all applicable requirements outlined in Sections 4106-4109 of the ESSA or its successor.		* <input type="text" value="Yes"/> ▼

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*** The LEA assures the that it will comply with the following provisions:**

1.	Districts and schools receiving Title V, Part B, Subpart 2 funds will comply with all program requirements outlined in the Every Student Succeeds Act.	* Yes ▼
2.	Districts and schools receiving Title V, Part B, Subpart 2 funds will maintain records that support their compliance with program requirements and approved plans.	* Yes ▼
3.	If selected, the local school district will submit to state-conducted Title V, Part B, Subpart 2 monitoring and will comply with all corrective actions that result of such monitoring.	* Yes ▼
4.	Rural-Low Income Funds will be used to support strategies authorized under the following programs or activities:	* Yes ▼
	a. Title I, Part A;	
	b. Title II, Part A;	
	c. Title III;	
	d. Title IV, Part A; or	
	e. Parental Involvement	

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* The LEA assures the that it will comply with the following provisions:

1.	Districts and schools will comply with all McKinney-Vento Homeless Assistance Act program requirements.	* Yes ▼
2.	Districts and schools will maintain records that support their compliance with program requirements.	* Yes ▼
3.	If selected, the local school district will submit to state or federally conducted McKinney-Vento program monitoring and will comply with all corrective actions that result of such monitoring.	* Yes ▼
4.	The local school district will adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.	* Yes ▼
5.	The local school district will designate an appropriate staff person, who may also be a coordinator for other Federal programs, as a local educational agency liaison for homeless children and youths.	* Yes ▼
6.	The local school district will adopt policies and practices to ensure that transportation is provided at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin, in accordance with the following as applicable:	* Yes ▼
	(I) If the child or youth continues to live in the area served by the local school district in which the school of origin is located, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the local educational agency in which the school of origin is located.	

	(II) If the child's or youth's living arrangements in the area served by the local school district of origin terminate and the child or youth, though continuing the child's or youth's education in the school of origin, begins living in an area served by another local school district, the local school district of origin and the local school district in which the child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child or youth with transportation to and from the school of origin. If the local school districts are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.	
7.	If a dispute arises over eligibility, school selection or enrollment in a school, the child or youth shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals .	* Yes ▼
8.	If a dispute arises over eligibility, school selection or enrollment in a school, the local school district liaison will follow the KDE Dispute Resolution Process, including requirements for meeting timelines and maintaining documentation.	* Yes ▼
9.	The local school district will adopt policies and practices to ensure participation by the homeless liaison in professional development and other technical assistance activities as determined appropriate by the Office of the Coordinator and detailed in 704 KAR 7:090.	* Yes ▼

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*** The LEA assures the that it will comply with the following provisions:**

1. The local school district (eligible recipient) shall submit a local application in accordance with requirements established by the state agency. The local application shall describe how the career and technical education programs required under section 134 (b) will be carried out with funds received under this title. The local school district shall:
 - a. Carry out career and technical education activities with respect to meeting state and local adjusted levels of performance established under section 113.
 - b. Offer the appropriate courses of not less than one of the career and technical programs of study described in section 2 (41).
 - c. Improve the academic and technical skills of students participating in career and technical education programs by strengthening the academic and career and technical education components of such programs through the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education programs to ensure learning in the core academic subjects (as defined by ESEA) and career and technical education subjects.
 - d. Provide students with strong experience in, and understanding of, all aspects of an industry.
 - e. Ensure that students who participate in such career and technical education programs are taught to the same coherent and rigorous content aligned with challenging academic standards as are taught to all other students.

* Yes ▼

	f.	Provide comprehensive professional development (including initial teacher preparation) for career and technical education, academic, guidance, and administrative personnel that promotes the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education (including curriculum development).	
	g.	Involve parents, students, academic and career and technical education teachers, faculty, administrators, career guidance and academic counselors, representatives of business and industry, labor organizations, representatives of special populations and other interested individuals in the development, implementation, and evaluation of career and technical education programs assisted under this title. Maintain documentation on how such individuals and entities are effectively informed about, and assisted in understanding the requirements of this title, including career and technical programs of study.	
	h.	Provide a career and technical education program that is of such size, scope, and quality to bring about improvement in the quality of career and technical education programs.	
	i.	Implement a process to evaluate and continuously improve the performance of career and technical education programs.	
	j.	Review career and technical education programs, and identify and adopt strategies to overcome barriers that result in lowering rates of access to or lowering success in the programs, for special populations; provide programs that are designed to enable the special populations to meet the local adjusted levels of performance; and provide activities to prepare special populations, including single parents and displaced homemakers, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.	
2.	Individuals who are members of special populations will not be discriminated against on the basis of their status as members of special populations. (Section 134).		* Yes ▼
3.	Funds will be used to promote preparation for non-traditional fields.		* Yes ▼

4.	Career guidance and academic counseling will be provided to career and technical education students, including linkages to future education and training opportunities.	* Yes ▼
5.	Address the recruitment and retention of career and technical education teachers, faculty, and career guidance and academic counselors, including individuals in groups underrepresented in the teacher profession and the transition to teaching from business and industry.	* Yes ▼
6.	Master schedule forms will be submitted for all CTE programs at each high school and middle school that receives Perkins funds.	* Yes ▼
7.	Accurate data will be entered into the Technical Education Database System (TEDS) for the previous school year.	* Yes ▼
8.	The local school district shall follow guidelines for Levels of Consequences for Perkins Accountability based on Perkins Performance Indicators as notified by KDE.	* Yes ▼
9.	No more than 5 percent of the funds are used for administrative costs associated with the administration of activities assisted under this section.	* Yes ▼
10.	In any academic year that an eligible recipient does not expend all of the amounts the eligible recipient is allocated for such year under section 131 or 132, such eligible recipient shall return any unexpended amounts to the eligible agency.	* Yes ▼
11.	Eligible recipients shall not receive an allocation under Section 131 (a) unless the initial amount allocated is greater than \$15,000. Those whose allocation is not greater than \$15,000 may apply for a waiver or form a consortium.	* Yes ▼
12.	The local school district shall not bar students attending private, religious, or home schools from participation in programs or services under this Act (Section 217).	* Yes ▼
13.	No funds made available under Perkins V shall be used to require any secondary school student to choose or pursue a special career path or major OR to mandate that any individual participate in a career and technical education program, including a career and technical education program that requires the attainment of a federally funded skill level, standards, or certificate of mastery. (Section 214)	* Yes ▼

14. No funds received under this Act may be used to provide career and technical programs to students prior to the middle grades, except that such students may use equipment and facilities purchased (Section 215).

* Yes ▼

15. Funds are used according to the requirements identified in Section 135.

* Yes ▼

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*** The LEA assures the that it will comply with the following provisions:**

1.	The expenditures of IDEA-B funds for services and goods are made exclusively for the benefit of children who meet the definitions and eligibility criteria for programs for exceptional children as found in 707 KAR Chapter 1.	* Yes ▼
2.	Special education and related services are provided in a manner consistent with policies and procedures required by the Individuals with Disabilities Education Act (IDEA) Part B. These policies and procedures address: free and appropriate public education, child identification, due process, evaluation, eligibility, individual education programs, placement in least restrictive environment, delivery of services, confidentiality, non-public schools, comprehensive system of personnel development, and IDEA-B funds.	* Yes ▼
3.	A goal of full educational opportunity has been established for all children with individual education programs, aged three (3) to twenty-one (21).	* Yes ▼
4.	The district manages its special education program in compliance with applicable state and federal law, including implementing regulations. Failure to do so can lead to progressive sanctions which may include conditional approval of IDEA funds, withholding of payments of IDEA funds, withholding of Support Education Excellence in Kentucky (SEEK) add-on funds for exceptional children or other actions available under state and federal law as circumstances warrant.	* Yes ▼

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0*** The LEA assures the that it will comply with the following provisions:**

1.	The local school district will comply with the following nondiscrimination statutes and regulations, any other related regulations, and any FNS and USDA nondiscrimination directives:	* Yes ▼
	i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures;	
	ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefitting from Federal Financial Assistance;	
	iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), USDA regulations at 7 CFR Part 15b, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On The Basis of Handicap In Federally Assisted Programs; and	
	iv. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.),	
2.	The local school district assures that it will immediately take any measures necessary to effectuate the requirements in the laws, regulations, and directives. The State agency gives this assurance in consideration of and for the purpose of obtaining the funds and commodities provided under this agreement.	* Yes ▼

State Preschool Program Assurances (Flexible Focus Fund)

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*** The LEA assures the that it will comply with the following provisions:**

1.	The local school district makes preschool program services available to all three- and four-year-old children with disabilities and at-risk four-year-old children in a manner consistent with KRS 157.3175.	* Yes ▼
2.	The local school district has a current, signed agreement with the local Head Start program to maximize Head Start funds to serve as many eligible four-year-old children as possible, with certification from the Head Start director that the Head Start program is fully utilized.	* Yes ▼
3.	When the local school district contracts with an outside agency for preschool placements, the contractor has been approved by the Kentucky Department of Education for these purposes and the contracted services meet all state and federal education requirements.	* Yes ▼
4.	All preschool education programs operated by or located on school grounds meet state education facility requirements for preschool programs. All materials and equipment used by these programs are appropriate for young children. Test sheets, workbooks and ditto sheets shall not be used (704 KAR 3:410).	* Yes ▼
5.	All children enrolled in preschool education programs that operate at least half-day are offered a meal while in the program (breakfast and/or lunch).	* Yes ▼
6.	All instructional staff for preschool education programs meets qualification standards and professional development requirements for preschool, as specified by law.	* Yes ▼

7.	The local school district has a written plan (policies and procedures) for the operation of the preschool program that addresses: recruitment of children; educational programming and related services; developmentally appropriate experiences in cognitive, communication, social, physical, and emotional development as well as creative expression; a curriculum which is relevant and reflective of the needs of the population served, in which a variety of skills are integrated into activities targeted toward the interests of children (704 KAR 3:410); parent outreach and active involvement; coordination of health and social services; coordination with the primary program; and an evaluation plan.	* Yes ▼
8.	At least annually, parents, staff and other professionals shall be involved in evaluating the effectiveness of the preschool program in meeting the needs of participating children.	* Yes ▼
9.	A formula is used to allocate preschool funds to school districts. Amounts are based on the average number of children served on December 1 and March 1 of the previous academic year. The sum of this average is multiplied by per-child rates approved by the Kentucky Board of Education for the new school year. There is a standard "per-child" rate for three categories of enrollment: speech, developmental delay, and income eligible children. There is a weighted category for children with severe/multiple disabilities. While funds are allocated to local school districts based on per-child rates, local school districts may use funds to address the needs of the entire preschool program. Local school districts may distribute funds across the program as long as the dollars benefit preschool students.	* Yes ▼
10.	The local school district ensures appropriate implementation of the Child Find process, delivering appropriate, relevant, research-based instruction and intervention services (Kentucky System of Intervention or KSI) prior to or as a part of the special education referral process.	* Yes ▼

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0*** The LEA assures the that it will comply with the following provisions:**

1.	The local school district certifies that each teacher participates in well-designed professional learning aligned to the Professional Learning Standards and that instructional improvement and training needs of staff are addressed in accordance with the goals in KRS 158.6451.	* Yes ▼
2.	Schools and districts align professional learning to their school or district improvement plans as implemented under KRS 158.070.	* Yes ▼
3.	The local school district certifies that all persons affected by the professional learning plan are represented or included on the school and district planning teams.	* Yes ▼
4.	The local school district certifies that the local professional development coordinator is qualified for that position and fulfills the qualifications and duties as specified in Section 5 of 704 KAR 3:035.	* Yes ▼
5.	Professional development funds are expended and accounted for as required in 704 KAR 3:035 and KRS 156.560. Funds are used for needs identified in the school and district planning process.	* Yes ▼

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*** The LEA assures the that it will comply with the following provisions:**

1.	The local school district certifies that the textbook/instructional materials purchasing plans for all schools serving grades P-8 have been approved by the appropriate school councils and the local board of education and are on file in the district office. The plans address the requirements as stated in KRS 156.439 and 704 KAR 3:455.	* Yes ▼
2.	The local school district certifies that an annual report and summary of expenditures for textbooks and instructional materials is available on the district's MUNIS report. The annual report addresses the requirements as stated in KRS 156.439 and 704 KAR 3:455.	* Yes ▼

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*** The LEA assures the that it will comply with the following provisions:**

1.	The local school district has in operation and available for public inspection local board approved policies and procedures which address each requirement in 704 KAR 3:285 (Sections 1-10), the administrative regulation for programs for the gifted and talented, and are consistent with KRS 157.200, 157.224, 157.230 and 704 KAR 3:440.	* Yes ▼
2.	The local school district adheres to the definitions in Section 1 of 704 KAR 3:285 for primary through grade twelve (12).	* Yes ▼
3.	The local school district's policies and procedures are consistent with the requirements of 704 KAR 3:285, Section 3, as they relate to the identification and diagnosis of gifted characteristics, behaviors and talent, and determination of eligibility for services. The local school district has implemented its policies and procedures so that identification and determination of eligibility for services includes a combination of informal measures, formal measures, and objective-based eligibility criteria. Identification and determination of eligibility is based on students' individual needs, interests and abilities. The local school district provides a system for diagnostic screening and identification of strengths, gifted behaviors and talents which provides equal access for racial and ethnic minorities, disadvantaged children, and children with disabilities. Once a student is informally selected and placed in the talent pool, the local school district does not use a single assessment instrument as the basis for denying services to said student.	* Yes ▼

4.	The local school district's policies and procedures are consistent with the requirements of 704 KAR 3:285, Section 5. The local school district conducts an annual program evaluation which addresses: (a) overall student progress; (b) student, parent, and faculty attitudes toward the program; (c) community involvement; (d) cost effectiveness; (e) the incorporation of gifted education into the regular school program; (f) overall quality of instruction and program personnel credentials; and (g) future program directions and modifications. The local school district has ensured that school personnel report to a parent or guardian the progress of her/his child related to the gifted and talented student services plan at least once each semester.	* Yes ▼
5.	The local school district provides articulated primary through grade twelve (12) multiple service delivery options consistent with the requirements of 704 KAR 3:285, Section 6. No single service option exists alone, district wide, at a grade level . With the exception of an academic competition or optional extracurricular offering, services are provided during the regular school hours.	* Yes ▼
6.	Consistent with 704 KAR 3:285, the local school district provides a comprehensive framework or course of study for children and youth, primary through grade twelve (12), who are diagnosed as possessing gifted characteristics, behaviors and talent based on the district or school's curricula required to meet the goals established in KRS 158.6451. Each school has differentiated, replaced, supplemented, or modified curricula to facilitate high level attainment of the learning goals established in KRS 158.6451 and assists students identified as gifted and talented to further develop their individual interests, needs, and abilities (704 KAR 3:285 Section 7).	* Yes ▼
7.	Consistent with the provisions of 704 KAR 3:285, Section 8, the local school district has ensured that direct services to students identified as demonstrating gifted and talented behaviors and characteristics are provided by professionally qualified and certified personnel as required by the Education Professional Standards Board.	* Yes ▼

8.	State funds for gifted education are used specifically for direct services to students who are gifted and talented. Direct services to identified students are provided by professionally qualified and certified personnel as required by the Education Professional Standards Board and 704 KAR 3:285, Section 8. Seventy-five (75) percent of the district's gifted education allocation is used to employ properly certified personnel to provide direct instructional services (704 KAR 3:285 Section 9).	* Yes ▼
9.	The local school district has designated a gifted education coordinator (qualifications listed in 16 KAR 4:010 Section 7) to oversee the district gifted education operation, serve as liaison between the district and the state, ensure internal compliance with state statutes and administrative regulations, administer and revise the gifted education program budget, and submit to the Kentucky Department of Education for approval as an amendment any local district budget decision change causing a major or significant adjustment, thereby, impacting state funds for gifted education after the annual submission of the local district education plan (704 KAR 3:285 Section 9).	* Yes ▼
10.	Consistent with the requirements of 704 KAR 3:285, the local school district employs properly certified personnel to administer and teach in the program, annually submits the local school district gifted education year-end report, annually submits the summative evaluation of the program and student progress, and otherwise complies with 704 KAR 3:285.	* Yes ▼
11.	Consistent with 704 KAR 3:285, Section 10, the local school district has established a district wide grievance procedure through which a parent, guardian or student may resolve a concern regarding the appropriate and adequate provision of talent pool services or services addressed in a formally identified student's gifted and talented student services plan.	* Yes ▼

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* The LEA assures the that it will comply with the following provisions:

1.	The local school board and the district have approved and disseminated procedures whereby pupils who have a greater need as determined by the eligibility criteria as stated in KRS 158.070 and 704 KAR 3:390 shall be referred and selected first to receive extended school services. The local school district further ensures that students who have greater academic need as stated in KRS 158.070 and 704 KAR 3:390 are not excluded from referral or selection for extended school services due to the inability of the parent or student to provide transportation to or from the school or site of extended school services programs.	* Yes ▼
2.	The school informs parents or guardians of extended school services as follows:	* Yes ▼
	a. A general notification which describes the nature of the services to be offered including the opportunities for maintenance of performance, prevention of failure and reduction of academic deficiencies;	
	b. A specific notification of their child's eligibility to receive extended school services; and	
	c. Written procedures for parents or guardians to request reconsideration of their children's identification or lack of identification of eligibility for extended school services.	
3.	(If applicable) The most current policy developed by the local school board that mandates attendance for any student(s) to Extended School Services is on file at the offices of Extended School Services, Kentucky Department of Education.	* Yes ▼

4.	Accurate time logs are maintained for personnel receiving salary from Extended School Services. Such salary is for direct services to the Extended School Services program. No ESS staff member is paid more than his/her actual hourly rate for a comparable position in the regular program.	* Yes ▼
5.	The local school district has written criteria for the selection of ESS staff (certified and classified). ESS teachers and other ESS staff are first employed based on having the specific expertise to meet the needs of the students being served. All other criteria for employment are both fair and equitable to applicants.	* Yes ▼
6.	Accurate records are maintained for student attendance to Extended School Services and of student progress toward individual goals.	* Yes ▼
7.	Students not enrolled in ESS are allowed to utilize local school district provided transportation through ESS funds only to the extent that it does not increase the cost of such transportation to ESS.	* Yes ▼
8.	Student data related to ESS services, either daytime or out of school, must be recorded in the "Intervention Tab" to the Kentucky Department of Education no later than June 30th of each school year for services offered during the school year itself, and September 30th for ESS Summer School offerings. This data must include but is not limited to:	* Yes ▼
	a. Number of students receiving extended school services;	
	b. Content areas where services received	
	c. Hours of service provided;	
	d. Demographic data for students receiving extended school services; and	
	e. Student improvement as a result of extended school services.	
9.	State funds for ESS are used specifically for direct services to students who are eligible for ESS services as defined in KRS 158.070 and 704 KAR 3:390 Section 3. All ESS funds are subject to rules and regulations outline in 704 KAR 3:390 Section 4.	* Yes ▼

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0

*** The KETS program requires that districts complete and submit an updated technology plan on a yearly basis. Successful technology plans align the criteria in these ten assurances with the overall education improvement objectives. It is critical that technology planning not be viewed or treated as a separate exercise dealing primarily with software, hardware, applications and connectivity. There must be strong connections between the foundational components of the education technology itself and the professional development, curriculum resources and effective uses by teachers, students, and school leaders.**

1. The local school district establishes clear goals and a realistic strategy for using education technology to improve education through digitally-connected teaching and learning. The Digital Learning Guidelines, as provided in the Master Plan for Education Technology, should be referenced when selecting or creating developmentally appropriate digital learning resources for instruction, as well as online and blended learning courses in Kentucky schools.

* Yes ▼

<p>2. The local board of education agrees to conform to the guidelines for filtering, Internet content management, caching, and auditing technologies regarding student and staff Internet access as provided in the Master Plan for Education Technology, including the implementation and maintenance of approved filtering and caching technology in the district for all students, teachers and administrators. The local school district agrees to adopt an acceptable use policy (AUP) in accordance with the guidelines for acceptable use policies as provided in the Master Plan for Education Technology. This AUP includes addressing the nine elements of digital citizenship as identified by the International Society for Technology in Education for all students, teachers and administrators. The AUP contains language compliant with the Children's Internet Protection Act (CIPA) which will prohibit access to objectionable materials, including sexually explicit materials, and shall include, but not be limited to, parental consent for student Internet use, teacher supervision of student computer use, auditing procedures to determine whether education technology is being used for the purpose of accessing sexually explicit or other objectionable material, and provide for the educating of minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, cyberbullying awareness, and response.</p>	<p>* Yes ▼</p>
<p>3. The AUP also contains provisions that prohibit students, faculty, staff and others with network access from using district resources to establish Internet email accounts through third party providers or any other non-standard electronic mail. The local school district agrees to follow the KETS electronic mail product and design standards. These guidelines communicate the basic product and design standards for statewide electronic mail as incorporated by reference into the Master Plan for Education Technology. The use of personal (third party or non-standard) electronic mail accounts for school-related communications is also prohibited. KRS 156.160, 156.675; 701 KAR 5:120.</p>	<p>* Yes ▼</p>
<p>4. The local school districts are required by state regulation 701 KAR 5:110 to procure only those technologies that meet KETS Standards, if a standard has been established and regardless of source of funds, as set forth in the Master Plan for Education Technology including Technology Need, Architectural Design and Configuration and Product standards.</p>	<p>* Yes ▼</p>

5. The local school district has a professional development strategy to ensure that all students, teachers, and administrators progress towards the maximization of education technology tools and resources to effectively use current and new technologies to support educational goals.	* <input type="text" value="Yes"/>
6. The local school district assesses all education technology services, as defined by the KETS Master Plan for Education Technology, which will be needed to support education.	* <input type="text" value="Yes"/>
<ul style="list-style-type: none"> The local school district will complete the Digital Readiness Survey Collection. The information collected will be used by local school districts, local Boards of Education, Legislators, and the Kentucky Board of Education to determine the needs for implementing the Master Plan initiatives, technology funding, online applications, and online testing. The District Education Technology leader should use the Digital Readiness Survey Collection to inform the Comprehensive/Consolidated/Continuous Improvement Plan documentation filed at the district. The report is due annually in September and will reflect data for July 1 - June 30 of the previous fiscal year. 	
<ul style="list-style-type: none"> The local school district will complete the Technology Activity Report. Upon completion, this report is submitted to the Office of Education Technology (OET). The Technology Activity Report reflects district technology expenditures and progress on categorical purchases for statewide reporting. The report is due annually in September and will reflect data for July 1 - June 30 of the previous fiscal year. 	
<ul style="list-style-type: none"> The District Education Technology Leader will participate in the annual KETS feedback process due in December. 	
<ul style="list-style-type: none"> The local school district will complete and submit an updated education technology plan on a yearly basis in April. 	

7.	The local board provides for sufficient funds to acquire and support the elements of education technology: hardware, software, connectivity, professional development, personnel and other services that will be needed to implement the strategies as outlined in the KETS Master Plan for Education Technology and District Education Technology.	* Yes ▼
8.	The local school district includes an evidence-based evaluation process using data, metrics and analytics that enables the school to monitor progress toward the specified goals and make mid-course corrections in response to new developments and opportunities as they arise.	* Yes ▼
9.	Consistent with the provisions of KRS 61.931, et seq. (2015 HB 5), the local school district addresses the safety and security of personal information by implementing, maintaining and updating security procedures and practices, including taking any appropriate corrective action to safeguard against and provide notification of security breaches in accordance with applicable state and federal laws. The local school district acknowledges, and to the best of its ability responds to, the recommendations and timelines that resulted from 702 KAR 1:170 and the Data Security and Breach Notification Best Practice Guide, incorporated by reference into this regulation.	* Yes ▼
10.	Consistent with the provisions of KRS 365.734, et seq. (2015 HB 232), the local school district acknowledges and, to the best of its ability, ensures that cloud computing service providers:	* Yes ▼
	<ul style="list-style-type: none"> • Shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, 	
	<ul style="list-style-type: none"> • Shall not in any case process student data to advertise or facilitate advertising or create or correct an individual or household profile for any advertisement, 	
	<ul style="list-style-type: none"> • Shall not sell, disclose, or otherwise process student data for any commercial purpose, 	
	<ul style="list-style-type: none"> • May assist an educational institution to conduct educational research. 	

Related Documents

Fayette County (165) Public District - FY 2021 - District Funding Assurances - Rev 0

Required Documents

This page is currently not accepting Related Documents.

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

MEETING: Regular

DATE: 6/22/2020

TOPIC: Budget Transfer Report

PREPARED BY: Julane Mullins

Recommended Action on: 6/22/2020

Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: No motion necessary

Background/Rationale: Budget Transfer Report, provided for informational purposes.

Policy: #04.1 Fiscal Management

Fiscal Impact: N/A

Attachments(s): Budget Transfer Report

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

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

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

Budget Transfer Report May 2020

Function	Function name	Effective date	Location	Comments	Amount
Journal 467					
2600	PLANT OPERATIONS F-ASSETS ONLY	05/07/2020	MAINTENANCE SHOP	VICTORY SPRAYERS	103,368.20
1000	INSTRUCTIONAL SUPPORT	05/07/2020	DISTRICT WIDE	VICTORY SPRAYERS	(103,368.20)
Journal total					0.00
Journal 1249					
1000	INSTRUCTIONAL SUPPORT	05/13/2020	DISTRICT WIDE	HR BACKGROUND FUNDS-REIMBURSE	(105,922.00)
2500	BUSINESS SUPPORT SERVICES	05/13/2020	IT'S ABOUT KIDS SUPPT SERVICES	HR BACKGROUND FUNDS-REIMBURSE	41,587.00
2500	BUSINESS SUPPORT SERVICES	05/13/2020	IT'S ABOUT KIDS SUPPT SERVICES	HR BACKGROUND FUNDS-REIMBURSE	5,850.00
2500	BUSINESS SUPPORT SERVICES	05/13/2020	IT'S ABOUT KIDS SUPPT SERVICES	HR BACKGROUND FUNDS-REIMBURSE	8,985.00
2500	BUSINESS SUPPORT SERVICES	05/13/2020	IT'S ABOUT KIDS SUPPT SERVICES	HR BACKGROUND FUNDS-REIMBURSE	49,000.00
2500	BUSINESS SUPPORT SERVICES	05/13/2020	IT'S ABOUT KIDS SUPPT SERVICES	HR BACKGROUND FUNDS-REIMBURSE	500.00
Journal total					0.00
Journal 2035					
1000	INSTRUCTIONAL SUPPORT	05/20/2020	DISTRICT WIDE	CHROMEBOOKS	(200,000.00)
2500	BUSINESS SUPPORT SERVICES	05/20/2020	IT'S ABOUT KIDS SUPPT SERVICES	CHROMEBOOKS	200,000.00
Journal total					0.00

Function Code Listing

1000 - INSTRUCTION

School's Regular Instruction	School's Special Instruction
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2100 - STUDENT SUPPORT SERVICES

Pupil Personnel Services	Occupational Therapists	Audiology
School's Guidance Counseling	Psychologist	Physical Therapists
School Social Workers	Speech Therapists	Special Education Related Services
		Parent Involvement

2200 - INSTRUCTIONAL STAFF SUPPORT SERVICES

Student Achievement	School's Libraries	Elementary Directors
Language Arts Services	Instructional Technology	Middle School Director
School Improvement Services	Media Services	High School Director
Social Studies Services	Educational Television	English as a Second Language
Science Services	Special Education Coordinator	Distinguished Educators
Gifted and Talented Services	Reading Recovery	EBCE
Vocational/Business Services	Health & Fitness	Assessment
Vocational/Career Services	Fine Arts & Music Services	Alternative Programs
Student and Program Assessment	Foreign Language Services	Mathematics Services
At-Risk Programs	Interdisciplinary Studies	Professional Development
		Preschool/Primary Services

2300 DISTRICT ADMINISTRATIVE SUPPORT SERVICES

School Board Activities	Legal Services	Tax Assessment & Collection
Superintendent's Office	Equity/SBDM/Diversity	

2400 - SCHOOL ADMINISTRATIVE SUPPORT SERVICES

PGES Coach	School's Principal Office	Associate Principals
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2500 - BUSINESS SUPPORT SERVICES

Human Resources	Financial Services	Warehouse/Purchasing/Textbook
Accounting Office	Budget and Staffing	Chief Administrative Officer
Risk Management/Insurance	Printing & Duplicating	Administrative Technology

2600 - PLANT OPERATION & MAINTENANCE

Law Enforcement Services	Maintenance Shop Operations	Physical Support Services
School's Building Operations	Plant Operations	Chief Operating Office

2700 STUDENT TRANSPORTATION

Transportation Services

3300 - COMMUNITY SERVICE OPERATIONS

Family & Community Involvement

5200 - FUND TRANSFER

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

MEETING: Regular

DATE: 6/22/2020

TOPIC: Position Control Document

PREPARED BY: Julane Mullins

**Recommended Action on: 6/22/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: No motion necessary

**Background/Rationale: Provided for informational purposes as requested by the Board.
Contains certified/classified positions with salaries at IAKSS**

Policy: N/A

Fiscal Impact: N/A

Attachments(s): Position Control Document

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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Fayette County Public Schools
It's About Kids Support Services- Position Control Document

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2019-2020	Calendar	Creation Date
Office of the Superintendent						
1	SCHOOL DISTRICT SUPERINTENDENT	1	General Fund	276,399	245	6/28/2004
353	EXEC ASST TO SUPERINTENDENT	1	General Fund	76,616	256	7/1/2015
307	COMMUNICATIONS SPECIALIST	1	General Fund	109,632	245	6/28/2004
706	SPECIAL PROJECT INTERN	1	General Fund	47,146	210	7/1/2017
Grants, Research, Accountability & Data						
277	DIRECTOR OF DATA RESEARCH ACCT	1	General Fund	89,002	245	7/1/2015
318	DATA ENGINEER	1	General Fund	100,800	245	6/28/2004
556	DATA SCIENTIST	0.4	General Fund			3/29/2019
555	DATA SCIENTIST	0.4	General Fund	21,394	219	3/29/2019
320	DATA STRATEGIST	1	General Fund			7/1/2016
319	DATA STRATEGIST	1	General Fund	68,369	245	7/1/2016
343	GRANT WRITER	1	General Fund	105,846	245	6/28/2004
342	GRANT WRITER	1	General Fund	99,997	245	6/23/2008
Office of School Leadership						
29	INTERIM SR DIRECTOR OF SCHOOL LEADERSHIP	0.6	General Fund	83,251	245	7/1/2013
224	ADMINISTRATIVE ASSISTANT III	1	General Fund	50,278	256	6/28/2004
221	ADMINISTRATIVE ASSISTANT III	1	General Fund	48,026	256	6/28/2004
228	ADMINISTRATIVE ASSISTANT III	1	General Fund	53,637	256	6/28/2004
220	ADMINISTRATIVE ASSISTANT III	1	General Fund	44,380	256	6/28/2004
15	ATHLETIC DIRECTOR - CERTIFIED	1	General Fund	102,595	245	7/1/2007
22	CHIEF OF SCHOOLS	1	General Fund	132,313	245	7/1/2017
26	CHIEF OF SCHOOLS	1	General Fund	113,443	245	7/1/2017
21	CHIEF OF SCHOOLS	1	General Fund	131,013	245	7/1/2017
25	CHIEF OF SCHOOLS	1	General Fund			7/1/2017
24	CHIEF OF SCHOOLS	1	General Fund			7/1/2017
23	CHIEF OF SCHOOLS	1	General Fund	124,267	245	7/1/2017
359	EBCE/SLC PROGRAM MANAGER	1	General Fund	56,216	189	6/28/2004
324	MANAGER OF STRATEGIC PARTNERS	1	General Fund	97,864	245	7/31/2006
903	PROGRAM DIRECTOR	1	General Fund	106,510	245	7/15/2015
904	PRINCIPAL FOR SPECIAL PROJECTS	1	General Fund	131,386	245	7/1/2018
27	SCHOOL LEADERSHIP SUPPORT SPECIALIST	1	General Fund			7/1/2017
901	SCHOOL LEADERSHIP SUPPORT SPECIALIST	1	General Fund	94,923	245	7/1/2018
Office of Curriculum, Instruction and Assessment						
20	SR DIR CURR, INSTR & ASSMNT	1	General Fund	174,414	245	7/1/2016
351	ADMIN ASST-CHIEF OFFICERS	1	General Fund	65,516	256	1/26/2017
211	ADMINISTRATIVE ASSISTANT II	1	Preschool	42,660	256	6/28/2004
441	ADMINISTRATIVE ASSISTANT II	1	General Fund	28,978	221	7/1/2018
229	ADMINISTRATIVE ASSISTANT III	1	Title I	53,637	256	6/28/2004
223	ADMINISTRATIVE ASSISTANT III	1	General Fund	46,428	256	6/28/2004
222	ADMINISTRATIVE ASSISTANT III	1	General Fund	38,994	256	6/28/2004
581	ASSOC DIR-ASSESSMENT LITERACY	1	General Fund	99,526	221	7/1/2019
44	ASSOCIATE DIRECTOR EARLY START	1	Preschool	106,434	245	6/28/2004
30	ASSOCIATE DIRECTOR TITLE I	1	Title I	109,554	245	6/28/2004
592	CONTINUOUS IMPROVEMENT SPEC	1	TITLE IV	84,918	206	7/1/2019
593	CONTINUOUS IMPROVEMENT SPEC	1	TITLE IV	72,583	209	7/2/2019
594	CONTINUOUS IMPROVEMENT SPEC	1	TITLE IV	82,918	206	7/3/2019
17	DIR CURR, INSTR & ASSESSMENT	1	General Fund	129,102	245	6/28/2004
18	DIR CURR, INSTR & ASSESSMENT	1	General Fund	113,095	245	6/28/2004
19	DIR CURR, INSTR & ASSESSMENT	1	General Fund	114,559	245	6/28/2004
442	DW CURR AND INSTR COACH	1	General Fund	58,352	189	7/1/2018
459	DW EXCEPT CHILD RESOURCE INSTR	0.5	Preschool	37,459	209	6/28/2004
420	DW EXCEPT CHILD RESOURCE INSTR	0.5	IDEA-Preschool	37,459	209	6/28/2004
403	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	99,277	219	6/28/2004
404	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	104,324	219	6/28/2004
405	DW RESOURCE INSTRUCTOR-11 MO	1	Reading Recovery, Title I	85,507	219	6/28/2004
408	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	84,759	219	6/28/2004
409	DW RESOURCE INSTRUCTOR-11 MO	1	Title I	90,150	219	7/1/2013
625	INSTR SPEC FOR ENG LEARNERS	1	Title III - LEP	76,056	219	6/28/2004
609	DW RESOURCE INSTRUCTOR-11 MO	1	Title I	76,056	219	7/1/2019
427	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	83,770	219	7/1/2013
411	DW RESOURCE INSTRUCTOR-11 MO	1	Title I	90,812	219	6/28/2004
412	DW RESOURCE INSTRUCTOR-11 MO	1	Title I	83,657	219	6/28/2004
571	DW RESOURCE INSTRUCTOR-11 MO	1	Title I	94,174	219	8/23/2004
567	INSTR SPEC FOR ENG LEARNERS	1	Title I - Migrant, Title III - LEP	96,365	219	8/23/2004
705	INSTR SPEC FOR ENG LEARNERS	1	Title III - LEP	58,531	204	8/22/2005
568	INSTR SPEC FOR ENG LEARNERS	1	Title III - LEP	55,430	219	8/22/2005
402	DW RESOURCE INSTRUCTOR-9.5 MO	1	Preschool, IDEA	80,110	189	6/28/2004
429	DW RESOURCE INSTRUCTOR-G/T	1	General Fund	76,212	209	7/1/2015
562	EARLY CHILD FAM/COMM DIST LIAISON	1	Preschool	74,042	245	7/1/2015
52	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	102,278	219	7/1/2015
53	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	101,277	219	8/27/2012
398	INSTRUCTIONAL INNOVATION SPEC	1	Title I, Striving Readers	82,273	219	7/1/2018
55	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	92,826	219	6/28/2004
448	INSTRUCTIONAL SUPPORT SPEC	1	General Fund	114,571	245	7/1/2010
317	INTERPRET & TRANS SVS LIAISON	1	General Fund	87,063	245	7/1/2015
237	MIGRANT ADVOCATE/RECRUITER	1	Title I -Migrant	48,722	256	12/15/2013
239	MIGRANT ADVOCATE/RECRUITER	1	Title I -Migrant	50,135	256	6/28/2004
238	MIGRANT ADVOCATE/RECRUITER	1	Title I -Migrant	52,716	256	12/5/2013
56	MTSS COACH	1	General Fund	79,694	209	7/1/2016
37	MTSS SPECIALIST	1	General Fund	87,149	204	7/1/2015
36	MTSS SPECIALIST	1	General Fund	63,564	209	7/1/2015
328	PROGRAM MANAGER-NEW/INNOV PROG	1	General Fund	97,864	245	7/1/2017
77	PROGRAM SPECIALIST II	1	Preschool/IDEA	72,336	189	6/28/2004
78	PROGRAM SPECIALIST II	1	Preschool/IDEA	48,434	189	6/28/2004
76	PROGRAM SPECIALIST II	1	Preschool/IDEA	74,525	189	6/28/2004
390	SCHOOL BASED INSTR SPECIALIST	1	General Fund	104,324	219	7/1/2017

Fayette County Public Schools
It's About Kids Support Services- Position Control Document

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2019-2020	Calendar	Creation Date
391	SCHOOL BASED INSTR SPECIALIST	1	General Fund	97,544	219	7/1/2017
577	SCHOOL BASED INSTR SPECIALIST	1	General Fund	73,660	219	7/1/2017
578	SCHOOL BASED INSTR SPECIALIST	1	General Fund	82,422	219	7/1/2017
579	SCHOOL BASED INSTR SPECIALIST	1	General Fund	83,770	219	7/1/2017
392	SCHOOL BASED INSTR SPECIALIST	1	General Fund	83,657	219	7/1/2017
506	SCHOOL BASED INSTR SPECIALIST	1	General Fund	104,174	219	9/27/2018
41	SCHOOL BASED INSTR SPECIALIST	1	General Fund	84,273	219	7/1/2017
510	SCHOOL BASED INSTR SPECIALIST	1	General Fund	86,759	219	9/27/2018
42	SCHOOL BASED INSTR SPECIALIST	1	General Fund	60,705		7/1/2017
39	SCHOOL BASED INSTR SPECIALIST	1	General Fund	79,859	219	7/1/2017
507	SCHOOL BASED INSTR SPECIALIST	1	General Fund	64,339	219	9/27/2018
508	SCHOOL BASED INSTR SPECIALIST	1	General Fund	61,689	219	9/27/2018
40	SCHOOL BASED INSTR SPECIALIST	1	General Fund	67,603	219	7/1/2017
509	SCHOOL BASED INSTR SPECIALIST	1	General Fund	74,668	219	9/27/2018
389	SCHOOL BASED INSTR SPECIALIST	1	General Fund	71,660	219	7/1/2017
511	SCHOOL BASED INSTR SPECIALIST	1	General Fund	98,113	209	9/27/2018
425	TITLE I INSTRUCTOR	0.8	Title I	66,025	189	5/23/2005
Special Education						
2	DIRECTOR OF EXCEPTIONAL CHILD	1	General Fund	130,999	245	6/28/2004
51	504 COORDINATOR	1	General Fund	111,983	245	6/28/2004
595	ADMINISTRATIVE ASSISTANT II	1	IDEA	34,060	236	6/28/2004
218	ADMINISTRATIVE ASSISTANT III	1	General Fund	44,839	251	6/28/2004
418	DW EXC CHILD RES SPEC-PSYCHOLO	1	IDEA	34,073	198	7/1/2011
430	ASSOC DIR OF SPEC ED ASSMNT	1	General Fund	89,257	245	6/28/2004
75	AUDIOLOGIST	1	General Fund	58,313	189	6/28/2004
538	BOARD CERT BEHAVIOR ANALYST	1	General Fund - SAFE	84,487	209	10/26/2018
539	BOARD CERT BEHAVIOR ANALYST	1	General Fund - SAFE	95,174	209	10/26/2018
565	BOARD CERT BEHAVIOR ANALYST	1	General Fund - SAFE	95,174	209	10/26/2018
566	BOARD CERT BEHAVIOR ANALYST	1	General Fund - SAFE	24,016	209	10/26/2018
426	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	88,666	209	6/28/2004
416	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	86,125	209	6/28/2004
417	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	85,988	209	6/28/2004
422	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA-Preschool	65,645	209	6/28/2004
419	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	75,631	209	6/28/2004
415	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	91,964	209	6/28/2004
423	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	76,212	209	6/28/2004
424	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	84,125	209	6/28/2004
421	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	59,965	209	6/28/2004
57	EXC CHILD SPEECH LANG RES SPEC	1	General Fund	89,285	209	7/1/2016
16	EXCEPTIONAL CHILD CONSULTANT	1	General Fund	63,396	209	6/28/2004
8	EXCEPTIONAL CHILD COORDINATOR	1	General Fund	106,792	245	6/28/2004
6	EXCEPTIONAL CHILD COORDINATOR	1	General Fund	119,144	245	6/28/2004
7	EXCEPTIONAL CHILD COORDINATOR	1	General Fund	105,595	245	7/12/2012
305	EXCEPTIONAL CHILD NURSE	1	General Fund	69,464	219	7/15/2015
157	IAKSS MICROCOMPUTER SPECIALIST	1	IDEA	57,815	256	7/1/2010
355	IAKSS OFFICE ASSISTANT II	1	General Fund	47,596	256	6/28/2004
138	IAKSS SYSTEMS ANALYST	1	General Fund	58,614	256	6/28/2004
902	PROGRAM DIRECTOR	1	General Fund	111,389	245	6/28/2004
58	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA	56,985	209	7/1/2012
311	SPECIAL ED PARENT LIAISON	1	IDEA	29,034	190	6/28/2004
312	SPECIAL ED PARENT LIAISON	1	IDEA	21,413	190	6/28/2004
234	STAFF SUPP ADMIN ASST I (12MO)	1	General Fund	36,127	256	6/28/2004
561	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA	79,694	209	7/1/2012
560	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA	55,929	209	7/1/2012
Office of Student Support Services						
47	DIRECTOR OF STUDENT SUPPORT	1	General Fund	122,700	245	6/28/2004
611	ADMINISTRATIVE ASSISTANT III	1	General Fund	56,074	256	6/28/2004
11	OTHER CENTRAL OFFICE POSITIONS	1	ESS/TITLE IV	84,575	245	11/24/2014
549	OTHER CENTRAL OFFICE POSITIONS	1	ESS/TITLE IV	96,628	245	7/1/2015
383	DISTRICT PBIS COACH	1	TITLE IV	65,645	209	7/1/2018
48	DISTRICT PBIS COACH	1	SAFE Schools	61,401	209	7/1/2015
386	DISTRICT PBIS COACH	1	SAFE Schools	82,210	209	7/1/2015
569	DISTRICT PBIS COACH	1	TITLE IV	87,278	209	7/1/2019
583	DISTRICT PBIS COACH	1	General Fund - SAFE	84,125	209	7/1/2019
584	DISTRICT PBIS COACH	1	General Fund - SAFE	84,125	209	7/1/2019
394	DW PBIS COACH/SAFE SCHOOLS	1	SAFE Schools	84,900	245	6/28/2004
525	DW SCM SPECIALIST	1	General Fund - SAFE	92,040	245	10/3/2018
31	HOMELESS EDUCATION LIAISON	1	General Fund	71,002	189	7/1/2016
232	STAFF SUPP ADMIN ASST I (12MO)	1	General Fund	43,384	256	6/28/2004
Pupil Personnel						
3	DIRECTOR OF PUPIL PERSONNEL	1	General Fund	109,145	245	6/28/2004
227	ADMINISTRATIVE ASSISTANT III	1	General Fund	54,436	256	6/28/2004
432	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund			7/1/2014
33	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	89,473	219	6/28/2004
34	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	79,859	219	6/28/2004
32	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	89,473	219	7/2/2016
350	OUT-OF-AREA ATTENDANCE SPEC	1	General Fund	14,610	92	6/28/2004
Office of Equity Officer (SBDM & Minority Recruitment)						
323	EQUITY OFFICER	1	General Fund	105,327	222	8/23/2004
497	ADMIN ASST-CHIEF OFFICERS	1	General Fund			6/28/2004
315	DW FAMILY/COMMUNITY LIAISON	1	General Fund	79,947	216	7/1/2012
558	ASSOC DIR-MIN RECRUIT&RETENT	1	General Fund	100,381	245	10/27/2014
43	CRT COACH	1	General Fund	89,340	245	7/1/2017
309	DW STDY/FAM TRANS SUP&DRPT PRV	1	General Fund	67,733	245	7/1/2017
310	DW STDY/FAM TRANS SUP&DRPT PRV	1	General Fund	77,711	245	7/1/2012
344	FAMILY/COMMUNITY COORDINATOR	1	General Fund	93,561	245	7/31/2006
	FAMILY/COMMUNITY LIAISON	1	General Fund - SAFE			7/1/2020

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General Counsel						
330	GENERAL COUNSEL	1	General Fund	142,197	245	7/1/2012
302	COMPLIANCE OFFICER	1	General Fund	77,717	245	7/1/2015
217	LEGAL ADMINISTRATIVE ASST	1	General Fund	44,974	256	7/1/2012
Law Enforcement						
322	CHIEF OF LAW ENFORCEMENT	1	General Fund	82,477	245	6/28/2004
612	ADMINISTRATIVE ASSISTANT III	1	General Fund	42,642	220	6/28/2004
219	ADMINISTRATIVE ASSISTANT III	1	General Fund	40,202	256	6/28/2004
246	DISPATCHER	1	General Fund	38,093	256	6/28/2004
245	DISPATCHER	1	General Fund	47,555	256	6/28/2004
327	LAW ENFORCEMENT LIEUTENANT	1	General Fund	79,927	245	7/1/2012
326	LAW ENFORCEMENT LIEUTENANT	1	General Fund	86,963	245	7/1/2017
387	LAW ENFORCEMENT LIEUTENANT	1	General Fund	75,573	245	7/1/2017
365	WEEKEND DISPATCHER	1	General Fund	19,774	105	6/28/2004
364	WEEKEND DISPATCHER	1	General Fund	34,524	105	6/28/2004
363	WEEKEND DISPATCHER	1	General Fund	18,556	105	6/28/2004
Office of Administrative Services						
278	CHIEF FINANCIAL OFFICER	1	General Fund	140,843	245	7/1/2015
304	MANAGER ECONOMIC DEVELOPMENT	1	General Fund	99,392	245	7/1/2010
341	MANAGER - FINANCIAL SYSTEMS	1	General Fund	101,921	245	6/28/2004
348	MIS USER SUPPORT ANALYST	1	General Fund	103,516	245	9/22/2008
347	MIS USER SUPPORT ANALYST	1	General Fund	95,178	245	6/28/2004
586	MIS USER SUPPORT ANALYST	1	General Fund	83,928	223	6/28/2004
349	MIS USER SUPPORT ANALYST	1	General Fund	96,419	245	7/1/2015
Budget and Financial Planning						
332	DIRECTOR - BUDGET AND STAFFING	1	General Fund	115,394	245	6/28/2004
67	BUDGET ANALYST I	1	General Fund	56,238	256	7/1/2017
68	BUDGET ANALYST III	1	General Fund	76,616	256	6/28/2004
295	STAFFING AND BUDGET SPECIALIST	1	General Fund	88,659	245	7/1/2015
296	STAFFING AND BUDGET SPECIALIST	1	General Fund	91,692	245	7/1/2010
Financial Accounting and Benefits Services						
300	DIRECTOR - FINANCIAL SERVICES	1	General Fund	119,904	245	6/28/2004
64	ACCOUNT SPECIALIST	1	General Fund	10,621	81	6/28/2004
282	ACCTS PAYABLE SPECIALIST	1	General Fund	53,821	256	6/28/2004
339	ASSOC DIR - TAX COLLECTION	1	General Fund	96,617	245	6/28/2004
338	ASSOCIATE DIRECTOR - FINANCE	1	General Fund	101,590	245	6/28/2004
337	ASSOCIATE DIRECTOR - FINANCE	1	General Fund	102,834	245	6/28/2004
576	CONSTRUCTION ACCOUNTING MAN	1	General Fund	44,974	256	7/1/2019
298	FINANCE ANALYST	1	General Fund	45,015	256	6/28/2004
574	FINANCE ANALYST	1	General Fund	45,015	256	5/23/2019
297	FINANCE ANALYST	1	General Fund	51,999	256	6/28/2004
299	FINANCE ANALYST	1	General Fund	35,095	210	6/28/2004
280	FINANCIAL SVCS BOOKKEEPER	1	General Fund	43,602	256	6/28/2004
291	GRANT ACCOUNTANT	1	General Fund	92,680	245	6/28/2004
279	GRANT ANALYST	1	General Fund	27,855	156	6/28/2004
294	GRANTS PROGRAM COMPLIANCE	1	General Fund	89,692	245	6/23/2008
193	INSURANCE SPECIALIST	1	General Fund	23,236	154	6/28/2004
192	INSURANCE SPECIALIST	1	General Fund	33,567	256	6/28/2004
194	INSURANCE SPECIALIST	1	General Fund	42,660	256	7/1/2017
575	INSURANCE SPECIALIST	1	General Fund	39,859	256	7/1/2017
301	LEAD PAYROLL SPECIALIST	1	General Fund	45,711	256	6/28/2004
63	PAYROLL ACCOUNTING MANAGER	1	General Fund	87,063	245	6/23/2008
71	PAYROLL SPECIALIST	1	General Fund	34,302	246	6/28/2004
70	PAYROLL SPECIALIST	1	General Fund	39,997	256	6/28/2004
69	PAYROLL SPECIALIST	1	General Fund	37,581	256	6/28/2004
573	PAYROLL SPECIALIST	1	General Fund	34,781	241	5/23/2019
72	PAYROLL SPECIALIST	1	General Fund	41,206	256	9/1/2013
590	PROG MANAGER-AFTER SCHOOL PROG	1	After School Care	68,097	236	6/28/2004
434	SCHOOL BUSINESS OFFICE TRAINER	1	General Fund	60,928	256	7/1/2009
292	STDY ACT FUNDS BUDGET ANALYST	1	General Fund	61,133	256	6/28/2004
284	TAX AUDITING SPECIALIST	1	General Fund	36,393	256	7/1/2011
283	TAX AUDITING SPECIALIST	1	General Fund	48,210	256	6/28/2004
286	TAX PROCESSING SPECIALIST	1	General Fund	45,240	256	6/28/2004
287	TAX PROCESSING SPECIALIST	1	General Fund	42,660	256	7/1/2009
285	TAX PROCESSING SPECIALIST	1	General Fund	36,946	256	6/28/2004
281	TAX PROCESSING SUPERVISOR	1	General Fund	66,212	256	6/28/2004
Human Resources						
4	DIR OF DISTRICT PERSONNEL-HR	1	General Fund	128,124	245	6/28/2004
45	ASSC DIR HR TCH LEAD EFFCTVNSS	1	General Fund	117,846	245	6/28/2004
46	ASSC DIR HR TCH LEAD EFFCTVNSS	1	General Fund	102,898	245	6/28/2004
333	ASSOC DIR - HUMAN RESOURCES	1	General Fund	100,247	245	6/28/2004
213	ADMINISTRATIVE ASSISTANT II	1	General Fund	30,743	191	6/28/2004
199	ADMINISTRATIVE ASSISTANT II	1	General Fund	50,708	256	6/28/2004
206	ADMINISTRATIVE ASSISTANT II	1	General Fund	41,820	256	6/28/2004
208	ADMINISTRATIVE ASSISTANT II	1	General Fund	46,223	256	6/28/2004
203	ADMINISTRATIVE ASSISTANT II	1	General Fund	37,581	256	6/28/2004
201	ADMINISTRATIVE ASSISTANT II	1	General Fund	53,821	256	6/28/2004
207	ADMINISTRATIVE ASSISTANT II	1	General Fund	35,697	256	6/28/2004
212	ADMINISTRATIVE ASSISTANT II	1	General Fund	40,653	256	6/28/2004
216	ADMINISTRATIVE ASSISTANT II	1	General Fund	37,581	256	6/28/2004
209	ADMINISTRATIVE ASSISTANT II	1	General Fund	39,424	256	7/1/2011
225	ADMINISTRATIVE ASSISTANT III	1	General Fund	33,432	216	1/1/2010
196	PERSONNEL ASSISTANT	1	General Fund	49,480	256	1/1/2010
195	PERSONNEL ASSISTANT	1	General Fund	50,934	256	6/28/2004
290	PROF DEV ACCOUNT SPECIALIST	1	General Fund	54,295	256	6/28/2004

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Senior Director of Operations						
346	CHIEF OPERATING OFFICER	1	General Fund	148,613	245	7/1/2005
352	ADMIN ASST-CHIEF OFFICERS	1	General Fund	66,048	256	7/1/2005
313	IAKSS BUILDING MANAGER	1	General Fund	89,692	245	11/21/2005
454	IAKSS CUSTODIAL SUPERVISOR	1	General Fund	48,824	256	6/28/2004
449	IAKSS CUSTODIAN	0.5	General Fund	18,596	256	1/12/2017
452	IAKSS CUSTODIAN	1	General Fund	28,467	256	6/28/2004
453	IAKSS CUSTODIAN	1	General Fund	28,856	256	6/28/2004
451	IAKSS CUSTODIAN	1	General Fund	31,396	256	6/28/2004
450	IAKSS CUSTODIAN	1	General Fund	30,822	256	6/28/2004
455	IAKSS LEAD CUSTODIAL SERV WRKR	1	General Fund	44,401	256	6/28/2004
433	IAKSS OFFICE ASSISTANT II	1	General Fund	17,043	124	7/1/2015
236	IAKSS RECEPTIONIST	1	General Fund	47,596	256	6/28/2004
Technology						
9	DISTRICT TECH COORDINATOR	1	General Fund	108,723	245	6/28/2004
135	SUPV - SYSTEMS INTEGRATION	1	General Fund	97,996	245	6/28/2004
137	LEAD SIS SUPPORT TECH	1	General Fund	86,477	245	6/28/2004
139	SYSTEMS ANALYST	1	General Fund	62,484	256	6/28/2004
140	IAKSS SYSTEMS ANALYST	1	General Fund	23,173	124	6/28/2004
141	COMPUTER PROGRAMMER	1	General Fund	65,597	256	6/28/2004
143	DATABASE ADMINISTRATOR	1	General Fund	79,278	256	6/28/2004
144	VOICE/DATA COMMUNICATION SPECL	1	General Fund	74,363	256	5/19/2008
145	DATA COMMUNICATIONS SPECIALIST	1	General Fund	101,516	245	6/28/2004
147	MICROCOMPUTER SPECIALIST	1	General Fund	67,686	256	6/28/2004
154	MICROCOMPUTER SPECIALIST	1	General Fund	61,583	256	6/28/2004
156	IAKSS MICROCOMPUTER SPECIALIST	1	General Fund	74,363	256	6/28/2004
158	MICROCOMPUTER SPECIALIST	1	General Fund	73,257	256	6/28/2004
226	ADMINISTRATIVE ASSISTANT III	1	General Fund	52,040	256	6/28/2004
306	COMMUNICATIONS SPECIALIST	1	General Fund	106,985	245	7/1/2009
331	DIRECTOR - TECHNOLOGY	1	General Fund	117,257	245	6/28/2004
354	LEAD WEB APPLICATION DEVELOPER	1	General Fund	92,754	256	6/28/2004
393	DW STEM LEARNING COACH	1	TITLE IV	64,516	209	7/23/2018
397	ADMINISTRATIVE ASSISTANT II	1	General Fund	49,654	234	7/1/2016
487	DW TECHNOLOGY RESOURCE INSTR	1	General Fund	92,937	199	6/28/2004
488	DW TECHNOLOGY RESOURCE INSTR	1	General Fund	62,504	199	6/28/2004
489	DW TECHNOLOGY RESOURCE INSTR	1	General Fund	90,091	199	6/28/2004
490	DW TECHNOLOGY RESOURCE INSTR	1	General Fund	85,013	199	6/28/2004
491	DW TECHNOLOGY RESOURCE INSTR	1	General Fund	69,110	199	6/28/2004
492	TECHNOLOGY RESOURCE INSTRUCTOR	1	General Fund			6/28/2004
493	IAKSS LAN TECHNICIAN	1	General Fund	84,603	256	6/28/2004
494	IAKSS LAN TECHNICIAN	1	General Fund	85,873	256	6/28/2004
495	IAKSS LAN TECHNICIAN	1	General Fund	55,225	196	6/28/2004
496	IAKSS LAN TECHNICIAN	1	General Fund	74,240	256	6/28/2004
522	DW STEM LEARNING COACH	1	TITLE IV	63,396	209	7/23/2018
523	IAKSS SYSTEMS ANALYST	1	TITLE IV	62,484	256	7/1/2018
524	ASSOC DIRECTOR TECH SUPPORT	1	General Fund	88,892	245	10/9/2018
559	SYSTEMS ANALYST	1	General Fund	73,257	256	6/28/2004
629	LAN TECHNICIAN	1	General Fund	81,551	256	6/28/2004
630	LAN TECHNICIAN	1	General Fund	76,943	256	6/28/2004
631	LAN TECHNICIAN	1	General Fund	72,131	256	6/28/2004
632	LAN TECHNICIAN	1	General Fund	76,943	256	6/28/2004
633	LAN TECHNICIAN	1	General Fund	80,425	256	6/28/2004
634	LAN TECHNICIAN	1	General Fund	88,453	256	6/28/2004
Media Services						
82	MEDIA TECHNICIAN	1	General Fund	45,056	256	6/28/2004
80	MEDIA TECHNICIAN	1	General Fund	44,401	256	6/28/2004
79	MEDIA TECHNICIAN	1	General Fund	45,056	256	6/28/2004
81	MEDIA TECHNICIAN	1	General Fund	49,582	256	6/28/2004
233	MEDIA TECHNICIAN	1	General Fund	27,915	201	6/28/2004
635	MEDIA TECHNICIAN	1	General Fund			6/28/2004
Educational Television						
83	MEDIA PRODUCER	1	General Fund	85,776	245	6/28/2004
321	EDUCATION TV TECHNICIAN	1	General Fund	68,731	256	6/28/2004
431	EDUCATIONAL TV TECH	1	General Fund			11/15/2016
Office of Facilities Operations Support						
314	DIRECTOR FACILITY DESIGN/CONST	1	General Fund	93,705	245	6/28/2004
288	CONSTRUCTION BUDGET ANALYST	1	General Fund	66,048	256	6/28/2004
136	MAINTENANCE PROJECT COORD	1	General Fund	97,518	245	6/28/2004
289	CONSTRUCTION BUDGET ANALYST	0.5	General Fund	30,223	123	6/23/2008
384	STAFF ARCHITECT	1	General Fund			7/1/2005
230	STAFF SUPPORT ADMIN ASST I	1	General Fund			7/1/2007
Transportation						
335	DIRECTOR - TRANSPORTATION	1	General Fund	116,444	245	6/28/2004
360	ASSOC DIRECTOR TRANSPORTATION	1	General Fund	93,038	245	7/1/2007
204	ADMINISTRATIVE ASSISTANT II	1	General Fund	49,951	256	6/28/2004
260	AUTO BODY WORKER II	1	General Fund	34,433	256	6/28/2004
378	BUS DRIVER	277	General Fund		183	6/28/2004
379	BUS MONITOR	215	General Fund		183	6/28/2004
503	CUSTODIAN	0.5	General Fund	17,478	128	6/28/2004
504	CUSTODIAN	0.5	General Fund	13,253	251	10/1/2009
505	CUSTODIAN	0.2	General Fund			6/28/2004
356	IAKSS OFFICE ASSISTANT II	1	General Fund	42,680	256	6/28/2004
369	LEAD BUS DRIVER TRAINER	1	General Fund	45,199	256	6/28/2004
370	LEAD BUS DRIVER TRAINER	1	General Fund	46,203	256	6/28/2004
371	LEAD BUS DRIVER TRAINER	1	General Fund	50,647	256	6/28/2004
372	LEAD BUS DRIVER TRAINER	1	General Fund	45,199	256	6/28/2004

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373	LEAD BUS DRIVER TRAINER	1	General Fund	49,029	256	6/28/2004
374	LEAD BUS DRIVER TRAINER	1	General Fund	63,612	256	6/28/2004
375	LEAD BUS DRIVER TRAINER	1	General Fund	54,088	256	6/28/2004
435	LEAD BUS DRIVER TRAINER	1	General Fund	45,199	256	6/28/2004
443	MANAGER OF VEHICLE MAINTENANCE	1	General Fund			6/28/2004
362	SAFETY TRAINING SUPERVISOR	1	General Fund	45,199	256	6/28/2004
66	TRANSP ACCOUNTS PAYABLE CLERK	1	General Fund	42,824	256	6/28/2004
361	TRANSP ROUTING SPECIALIST	1	General Fund	71,755	245	4/29/2013
241	TRANSPORTATION DATA ASSISTANT	1	General Fund	45,056	256	6/28/2004
242	TRANSPORTATION DATA ASSISTANT	1	General Fund	37,130	256	6/28/2004
243	TRANSPORTATION DATA ASSISTANT	1	General Fund	39,014	256	6/28/2004
366	TRANSPORTATION DISPATCHER	1	General Fund	48,330	220	6/28/2004
367	TRANSPORTATION DISPATCHER	1	General Fund	45,338	220	6/28/2004
368	TRANSPORTATION DISPATCHER	1	General Fund	38,685	220	6/28/2004
413	TRANSPORTATION DISPATCHER	1	General Fund	39,846	220	6/28/2004
240	TRANSPORTATION MANAGER	1	General Fund	70,881	256	6/28/2004
262	TRANSPORTATION RECORDS CLERK	1	General Fund	41,595	256	6/28/2004
249	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	23,076	156	6/28/2004
248	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	44,380	256	6/28/2004
250	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	36,086	256	6/28/2004
251	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	38,994	256	6/28/2004
247	VEHICLE MAINTENANCE SUPERVISOR	1	General Fund	71,439	256	6/28/2004
400	VEHICLE MAINTENANCE SUPERVISOR	1	General Fund	67,789	256	6/28/2004
256	VEHICLE MECHANIC I	1	General Fund			6/28/2004
257	VEHICLE MECHANIC I	1	General Fund	46,367	256	6/28/2004
258	VEHICLE MECHANIC I	1	General Fund	29,189	166	6/28/2004
259	VEHICLE MECHANIC I	1	General Fund	42,189	256	6/28/2004
401	VEHICLE MECHANIC I	1	General Fund	46,367	256	6/28/2004
252	VEHICLE MECHANIC II	1	General Fund	47,944	256	6/28/2004
253	VEHICLE MECHANIC II	1	General Fund	50,135	256	6/28/2004
255	VEHICLE MECHANIC II	1	General Fund	54,272	256	6/28/2004
436	VEHICLE MECHANIC II	1	General Fund	54,272	256	6/28/2004
437	VEHICLE MECHANIC II	1	General Fund	53,535	256	6/28/2004
244	VEHICLE OPERATION CNTRL ANALYS	1	General Fund	45,056	256	6/28/2004
261	VEHICLE UPHOLSTERY/GLASS WORKR	1	General Fund	15,617	112	6/28/2004
Warehouse						
325	DIRECTOR OF LOGISTICAL SVCS	1	General Fund	93,567	245	6/28/2004
215	ADMINISTRATIVE ASSISTANT II	1	General Fund	41,206	256	7/1/2018
266	LEAD WAREHOUSE WORKER	1	General Fund	48,824	256	6/28/2004
235	MAIL SPECIALIST	1	General Fund	46,858	256	6/28/2004
197	PURCHASING TECHNICIAN	1	General Fund	57,364	256	6/28/2004
264	WAREHOUSE SUPERVISOR	1	General Fund	68,827	256	6/28/2004
265	WAREHOUSE SUPERVISOR	1	General Fund	60,314	256	6/28/2004
276	WAREHOUSE WORKER II	1	General Fund	33,321	256	6/28/2004
267	WAREHOUSE WORKER II	1	General Fund	47,104	256	6/28/2004
272	WAREHOUSE WORKER II	1	General Fund	39,014	256	6/28/2004
269	WAREHOUSE WORKER II	1	General Fund	43,622	256	6/28/2004
275	WAREHOUSE WORKER II	1	General Fund	42,271	256	6/28/2004
273	WAREHOUSE WORKER II	1	General Fund	39,014	256	6/28/2004
271	WAREHOUSE WORKER II	1	General Fund	38,461	256	6/28/2004
270	WAREHOUSE WORKER II	1	General Fund	38,461	256	6/28/2004
268	WAREHOUSE WORKER II	1	General Fund	39,608	256	6/28/2004
274	WAREHOUSE WORKER II	1	General Fund	36,127	256	6/28/2004
Print Shop						
59	PRINTING SUPERVISOR	1	General Fund	79,647	256	6/28/2004
308	COMMUNICATIONS SPECIALIST	1	General Fund	89,692	245	6/28/2004
60	PRINTING ASSISTANT	1	General Fund	54,279	256	6/28/2004
61	PRINTING ASSISTANT	1	General Fund	45,240	256	6/28/2004
62	PRINTING ASSISTANT	1	General Fund	36,393	256	7/1/2009
Maintenance						
438	DIRECTOR - MAINTENANCE	1	General Fund	97,602	256	6/28/2004
205	ADMINISTRATIVE ASSISTANT II	1	General Fund	53,821	256	6/28/2004
84	DRAFTING SPECIALIST	1	General Fund	61,256	256	6/28/2004
91	ENERGY SYSTEM OPERATOR/DISPATCHER	1	General Fund			6/28/2004
439	HVAC TECHNICIAN	1	General Fund			6/28/2004
85	HVAC TECHNICIAN	1	General Fund	54,088	256	6/28/2004
86	HVAC TECHNICIAN	1	General Fund	55,726	256	6/28/2004
87	HVAC TECHNICIAN	1	General Fund	55,726	256	6/28/2004
88	HVAC TECHNICIAN	1	General Fund	52,224	256	6/28/2004
89	HVAC TECHNICIAN	1	General Fund	43,274	256	6/28/2004
90	HVAC TECHNICIAN	1	General Fund	43,930	256	6/28/2004
399	LEAD MAINTENANCE TECHNICIAN	1	General Fund	52,224	256	6/28/2004
440	LEAD MAINTENANCE TECHNICIAN	1	General Fund			6/28/2004
94	LEAD MAINTENANCE TECHNICIAN	1	General Fund	62,177	256	6/28/2004
95	LEAD MAINTENANCE TECHNICIAN	1	General Fund	59,453	256	6/28/2004
96	LEAD MAINTENANCE TECHNICIAN	1	General Fund	55,767	256	6/28/2004
97	LEAD MAINTENANCE TECHNICIAN	1	General Fund	46,838	256	6/28/2004
98	LEAD MAINTENANCE TECHNICIAN	1	General Fund	49,910	256	6/28/2004
376	MAINT WAREHOUSE WORKER	1	General Fund	41,206	256	6/28/2004
444	MAINTENANCE SUPERVISOR	1	General Fund			6/28/2004
92	MAINTENANCE SUPERVISOR	1	General Fund	97,602	256	6/28/2004
124	MAINTENANCE TECHNICIAN II	1	General Fund	40,653	256	6/28/2004
125	MAINTENANCE TECHNICIAN II	1	General Fund	49,050	256	6/28/2004
126	MAINTENANCE TECHNICIAN II	1	General Fund	38,093	256	6/28/2004
127	MAINTENANCE TECHNICIAN II	1	General Fund	48,210	256	6/28/2004
129	MAINTENANCE TECHNICIAN II	1	General Fund	47,555	256	6/28/2004
130	MAINTENANCE TECHNICIAN II	1	General Fund	48,210	256	6/28/2004

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131	MAINTENANCE TECHNICIAN II	1	General Fund	50,708	256	6/28/2004
132	MAINTENANCE TECHNICIAN II	1	General Fund	46,253	220	6/28/2004
133	MAINTENANCE TECHNICIAN II	1	General Fund	53,023	256	6/28/2004
134	MAINTENANCE TECHNICIAN II	1	General Fund	53,023	256	6/28/2004
446	MAINTENANCE TECHNICIAN II	1	General Fund	38,625	256	6/28/2004
99	MAINTENANCE TECHNICIAN IV	1	General Fund	52,224	256	6/28/2004
100	MAINTENANCE TECHNICIAN IV	1	General Fund	49,910	256	6/28/2004
101	MAINTENANCE TECHNICIAN IV	1	General Fund	54,886	256	6/28/2004
102	MAINTENANCE TECHNICIAN IV	1	General Fund	56,545	256	6/28/2004
103	MAINTENANCE TECHNICIAN IV	1	General Fund			6/28/2004
104	MAINTENANCE TECHNICIAN IV	1	General Fund	38,605	256	6/28/2004
105	MAINTENANCE TECHNICIAN IV	1	General Fund			6/28/2004
123	MAINTENANCE TECHNICIAN II	1	General Fund	11,434	82	6/28/2004
128	MAINTENANCE TECHNICIAN II	1	General Fund	12,038	82	6/28/2004
445	MAINTENANCE TECHNICIAN II	1	General Fund	26,442	186	6/28/2004
447	MAINTENANCE TECHNICIAN II	1	General Fund	35,480	191	6/28/2004
458	MAINTENANCE TECHNICIAN III	1	General Fund			6/28/2004
106	MAINTENANCE TECHNICIAN III	1	General Fund	55,255	256	6/28/2004
107	MAINTENANCE TECHNICIAN III	1	General Fund	53,637	256	6/28/2004
108	MAINTENANCE TECHNICIAN III	1	General Fund	56,567	256	6/28/2004
110	MAINTENANCE TECHNICIAN III	1	General Fund	50,975	256	6/28/2004
111	MAINTENANCE TECHNICIAN III	1	General Fund	56,074	256	6/28/2004
112	MAINTENANCE TECHNICIAN III	1	General Fund			6/28/2004
113	MAINTENANCE TECHNICIAN III	1	General Fund	43,602	256	6/28/2004
114	MAINTENANCE TECHNICIAN III	1	General Fund	45,036	256	6/28/2004
115	MAINTENANCE TECHNICIAN III	1	General Fund	42,824	256	6/28/2004
116	MAINTENANCE TECHNICIAN III	1	General Fund			6/28/2004
117	MAINTENANCE TECHNICIAN III	1	General Fund	43,602	256	6/28/2004
118	MAINTENANCE TECHNICIAN III	1	General Fund	43,602	256	6/28/2004
120	MAINTENANCE TECHNICIAN III	1	General Fund	44,380	256	6/28/2004
121	MAINTENANCE TECHNICIAN III	1	General Fund	44,380	256	6/28/2004
122	MAINTENANCE TECHNICIAN III	1	General Fund	42,824	256	6/28/2004
456	MAINTENANCE TECHNICIAN IV	1	General Fund			6/28/2004
457	MAINTENANCE TECHNICIAN IV	1	General Fund			6/28/2004
329	WORK CONTROL COORDINATOR	1	General Fund	43,950	256	6/28/2004
Operations						
385	DIRECTOR - PLANT OPERATIONS	1	General Fund	109,850	245	6/28/2004
210	ADMINISTRATIVE ASSISTANT II	1	General Fund	44,687	256	6/28/2004
460	CUSTODIAL EQUIPMENT MECHANIC	1	General Fund	39,997	256	6/28/2004
165	CUSTODIAL SERVICES TRAINER	1	General Fund	66,008	256	6/28/2004
164	CUSTODIAL SERVICES TRAINER	1	General Fund	60,928	256	6/28/2004
461	GROUND'S EQUIPMENT MECHANIC	1	General Fund	42,468	202	6/28/2004
166	GROUND'S SUPERVISOR	1	General Fund	65,516	256	6/28/2004
179	GROUND'S WORKER I	1	General Fund	21,638	185	6/28/2004
181	GROUND'S WORKER II	1	General Fund			6/28/2004
182	GROUND'S WORKER I	1	General Fund			9/26/2005
180	GROUND'S WORKER I	1	General Fund	23,509	256	6/28/2004
174	GROUND'S WORKER II	1	General Fund	9,782	73	6/28/2004
176	GROUND'S WORKER II	1	General Fund	29,581	213	6/28/2004
178	GROUND'S WORKER II	1	General Fund	47,104	256	6/28/2004
173	GROUND'S WORKER II	1	General Fund	35,553	256	6/28/2004
177	GROUND'S WORKER II	1	General Fund	46,449	256	6/28/2004
462	GROUND'S WORKER II	1	General Fund	13,875	256	6/28/2004
172	GROUND'S WORKER II	1	General Fund	35,041	256	6/28/2004
175	GROUND'S WORKER II	1	General Fund	37,888	256	6/28/2004
484	IAKSS LEAD CUSTODIAL SERV WRKR	1	General Fund	41,001	256	1/18/2013
483	IAKSS LEAD CUSTODIAL SERV WRKR	1	General Fund	50,319	256	6/28/2004
167	LEAD GROUND'S EQUIPMENT MECHANIC	1	General Fund	53,064	256	6/28/2004
168	LEAD GROUND'S WORKER	1	General Fund	30,082	171	6/28/2004
170	LEAD GROUND'S WORKER	1	General Fund	42,824	256	6/28/2004
169	LEAD GROUND'S WORKER	1	General Fund	31,984	213	6/28/2004
171	LEAD GROUND'S WORKER	1	General Fund	40,202	256	6/28/2004
185	LEAD UTILITY WORKER	1	General Fund	50,278	256	6/28/2004
186	LEAD UTILITY WORKER	1	General Fund	49,500	256	6/28/2004
184	LEAD UTILITY WORKER	1	General Fund	25,734	156	6/28/2004
187	LEAD UTILITY WORKER	1	General Fund	41,595	256	6/28/2004
183	UTILITY SERVICES SUPERVISOR	1	General Fund	54,272	256	6/28/2004
190	UTILITY WORKER I	1	General Fund	29,443	203	6/28/2004
189	UTILITY WORKER I	1	General Fund	41,001	256	6/28/2004
191	UTILITY WORKER I	1	General Fund	37,888	256	6/28/2004
188	UTILITY WORKER II	1	General Fund	39,997	256	6/28/2004
254	VEHICLE MECHANIC II	1	General Fund	66,027	256	6/28/2004
Risk Management						
336	DIRECTOR - RISK MANAGEMENT	1	General Fund	107,700	245	6/28/2004
540	ASSOC DIR OF SAFETY & SECURITY	1	General Fund - SAFE	79,136	245	12/4/2018
406	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	82,422	219	7/1/2010
74	HEALTH SERVICES COORDINATOR	1	General Fund	88,659	245	7/1/2012
316	SCHOOL ENERGY MANAGER	1	General Fund	67,733	245	7/1/2010
340	SUPV - SAFETY HEALTH ENVIRON	1	General Fund	111,257	245	6/28/2004
293	WORKERS COMP ANALYST	1	General Fund	57,098	256	6/28/2004
Food Service						
334	DIRECTOR - FOOD SERVICE	1	Food Service	117,896	245	6/28/2004
65	ACCOUNT SPECIALIST	1	Food Service	45,240	256	6/28/2004
463	DISTRICT CHEF	1	Food Service	39,846	220	6/28/2004
303	FOOD SERVICE BUDGET ANALYST	1	Food Service	42,189	256	6/28/2004
73	FOOD SERVICE COORDINATOR	1	Food Service	82,477	245	6/28/2004
613	MAINTENANCE TECHNICIAN I	1	Food Service	29,552	191	7/1/2006

Fayette County Public Schools
It's About Kids Support Services- Position Control Document

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2019-2020	Calendar	Creation Date
475	FOOD SERVICE PROGRAM ASST II	1	Food Service	38,122	220	6/28/2004
479	FOOD SERVICE SUPERVISOR	1	Food Service	50,248	220	7/1/2006
478	FOOD SERVICE SUPERVISOR	1	Food Service	48,488	220	7/1/2006
481	FOOD SERVICE SUPERVISOR	1	Food Service	40,814	220	7/1/2006
480	FOOD SERVICE SUPERVISOR	1	Food Service	46,376	220	7/1/2016
476	FOOD SERVICE TRAINER	1	Food Service	36,206	190	6/28/2004
151	IAKSS MICROCOMPUTER SPECIALIST	1	Food Service	62,484	256	9/22/2008
357	IAKSS OFFICE ASSISTANT II	1	Food Service	31,862	256	6/28/2004
93	LEAD MAINTENANCE TECHNICIAN	1	Food Service	63,119	256	11/3/2017
109	MAINTENANCE TECHNICIAN III	1	Food Service			6/30/2004
617	MAINTENANCE TECHNICIAN III	1	Food Service	45,036	256	6/30/2004
482	MAINTENANCE TECHNICIAN III	1	Food Service	40,960	256	6/29/2004
119	MAINTENANCE TECHNICIAN III	1	Food Service	45,732	256	6/30/2004
198	PURCHASING TECHNICIAN	1	Food Service	23,709	124	7/1/2016
Deleted Positions - 2019-20						
	DIST ASSESSMENT COORDINATOR	1	GENERAL FUND			
Added Positions - 2019-20						
	PAYROLL SPECIALIST	1	GENERAL FUND			7/1/2019
	FINANCIAL ANALYST	1	GENERAL FUND			7/1/2019
	CONSTRUCTION ACCOUNTING MANAGER	1	GENERAL FUND			7/1/2019
	PROG MANAGER-AFTER SCHOOL PROG	1	GENERAL FUND			7/1/2019
	SCHOOL BASED INSTR SPECIALIST	3	GENERAL FUND			7/1/2019
	ASSOCIATE DIRECTOR OF ASSESSMENT LITERACY	2	GENERAL FUND			7/1/2019
	CONTINUOUS IMPROVEMENT SPECIALIST	3	TITLE IV			7/1/2019
	DW RESOURCE INSTRUCTOR-11 MO	2	TITLE I			7/1/2019
	DISTRICT PBIS COACH	1	TITLE IV			7/1/2019
	DISTRICT PBIS COACH	2	General Fund - SAFE			7/1/2019
	MICROCOMPUTER SPECIALIST	1	General Fund			8/26/2019