



Board of Education Regular Meeting

Virtual Meeting
June 22, 2020
6:00 PM

A. FINANCE CORPORATION	John White
B. CALL TO ORDER	Stephanie Spires
1. Roll Call	
C. 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.	
D. 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. _____	
E. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:	
1. Proclamations	
F. REPORTS AND COMMUNICATIONS:	
1. Progress Reports	
a. Superintendent's Report	Emmanuel Caulk
1. Academic Services	Kate McAnelly
2. Operations & Support	Myron Thompson
G. APPROVAL OF ROUTINE MATTERS:	
Minutes from Board meetings	
1. Minutes of the May 7, 2020 Board Planning Meeting	
2. Minutes of the May 14, 2020 Special Board Meeting	
3. Minutes of the May 18, 2020 Regular Board Meeting	
4. Minutes of the May 26, 2020 Special Board Meeting	
H. APPROVAL OF CONSENT ITEMS:	
1. Award of Bids/Proposals	John White/Myron Thompson
2. Post Approval Report	Rodney Jackson
3. Special & Other Leaves of Absence	Rodney Jackson
4. Professional Leave by District Personnel	Jennifer Dyar
5. Approval of a Proposed Change Order (No. Four) to the Contract	Myron Thompson

Construction of the Title IX Improvements / Softball Fieldhouse (Phase 2) at Bryan Station High School Title IX BG 15-153	
6. 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
7. 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
8. Rejection of Bids for the Construction of New Parking Lots at the Liberty Road Bus Garage BG# 18-378	Myron Thompson
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
I. APPROVAL OF ACTION ITEMS:	
1. KSBA Annual Policy Updates (2nd Read)	Shelley Chatfield
2. Policy Changes: Employee Leave (2nd Read)	John White
3. Addendum contract Re-Employing Superintendent	Shelley Chatfield
4. CONTRACT - Kentucky Writing Project	Soraya Matthews
5. Henry Clay High School Grade Scale Change	Paul Little/James McMillin
6. District Assurances	Julane Mullins
7. Pay Date Schedule FY21 Report	Rodney Jackson
8. Monthly Financial Report	Rodney Jackson
J. PLANNING DISCUSSION/INFORMATIONAL ITEMS:	
1. School Activity Fund Report	Rodney Jackson
2. Personnel Changes	Jennifer Dyar
3. Budget Transfer Report	Julane Mullins
4. Position Control Document	Julane Mullins
K. 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

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

A motion is in order to: "make the agenda dated June 22, 2020 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim."

M. 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.

N. ADJOURNMENT:

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

June 17, 2020

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

The undersigned Secretary of Fayette County School District Finance Corporation (the "Corporation") hereby gives notice to the Board of Directors of the Corporation that a special meeting of the Board of Directors of the Corporation has been called by the Corporation's President. The Fayette County School District Finance Corporation will conduct a virtual meeting on Monday, June 22 at 5:50 P.M., EDT, for the purpose of taking appropriate official action on: (a) approving minutes of the last meeting; (b) approving a resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2020 in the approximate amount of \$72,740,000 for the purpose of (1) financing the construction, installation, and equipping of Tates Creek High School located at 1111 Centre Parkway, Lexington, Kentucky 40517; and (2) paying related costs, such sale and issuance being contingent upon the granting of an approval by the Fayette County Board of Education, and approving a Contract of Lease and Rent with the Board of Education and related documents.

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

Sincerely,



Emmanuel Caulk
Secretary

Notice of the special meeting was distributed by fax or email this 17th day of June 2020.

Editor, Courier Journal
Editor, The Lexington Herald-Leader

News Director, WJMM
News Director, WUKY Radio

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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News Director, WEKU-FM Radio
News Director, WKYT-TV
News Director, WTVQ-TV
News Director, WLEX-TV

News Director, KY News Network
Fayette County Board of Education
President, F.C.E.A. and 16th District PTA

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 \$72,740,000 (Seventy two million seven hundred forty thousand dollars) for the purposes of financing the construction, installation, and equipping of the new Bates Creek High School located at 1111 Centre Parkway, 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 _____

**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 July 8, 2019, at approximately 5:20 p.m., EDT, at the Conference room C, in the Fayette County Board of Education offices in Lexington, Kentucky, pursuant to call and written notice duly given in accordance with KRS 273.257 and KRS 61.823.

The following Directors were present: Stephanie Spires, President; Will Nash and Daryl Love. Also present, among others, were Emmanuel Caulk, Secretary of the Board of Education and Superintendent of Fayette County Schools; and Myron Q. Thompson, Chief Operating Officer of the Board of Education. It having been determined that a quorum of the Directors was present for the transaction of business, the meeting was called to order by 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. Myron Thompson next reviewed the proposed financing of the construction, renovation, installation, and equipping of the STEAM Academy and the Success Academy to be located at 1555 Georgetown Road, 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 \$26,890,000 of the Corporation’s School Building Revenue Bonds, Series 2019 (the “**Series 2019 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 2019 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 2019, were discussed; and after discussion Director Daryl Love introduced and moved adoption of the proposed Resolution, seconded by Director Will Nash, 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 2019,
FOR THE PURPOSES OF (A) FINANCING THE
CONSTRUCTION, RENOVATION, INSTALLATION, AND
EQUIPPING OF THE STEAM ACADEMY AND THE SUCCESS
ACADEMY TO BE LOCATED AT 1555 GEORGETOWN ROAD**

AND (B) PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2019 BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2019 BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

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 July 8, 2019, 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 July 8, 2019.

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 \$72,740,000 (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”

BOND RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, SERIES 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.

Adopted June 22, 2020

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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, SERIES 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.

PREAMBLE

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

WHEREAS, the Board of Education of Fayette County, Kentucky has directed the Fayette County School District Finance Corporation to finance the construction, installation, and equipping of a new Tate Creek High School to be located at 1111 Centre Parkway in Lexington, Kentucky, including buildings, additions, structures, fixtures, equipment, furnishings, appurtenances, improvements, and the site thereof, all within the boundaries of the Fayette County School District; and

WHEREAS, the Corporation will assist in providing funds to pay costs (to the extent not otherwise provided to be paid) of the construction, installation, and equipping of the Projects, and the plans and specifications for the Projects have been prepared and filed in the office of the Board of Education and approved by the Board of Education and by the State Department of Education, and contracts for the construction, renovation, installation, and equipping of the Projects have been or may be duly awarded, subject to the issuance of the bonds as herein described; and

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

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

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

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

For the purposes recited in the preamble hereof and pursuant to the Constitution and laws of the Commonwealth, particularly KRS 162.120 through 162.300 and KRS 162.385, there are hereby authorized to be issued \$72,740,000 aggregate principal amount of Series 2020A Bonds provided that such aggregate principal amount, together with corresponding amounts of annual maturities as set out in Section 2 hereof, may be increased by as much as \$7,270,000 (in \$5,000 denominations) and decreased by any amount (in \$5,000 denominations), and principal maturities may be otherwise adjusted, upon the sale of the Series 2020A Bonds, by the Corporation's Financial Advisor, acting on the Corporation's behalf, as hereinafter provided in Section 16 hereof.

Section 2. Description Of Series 2020A Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Redemption Of Series 2020A Bonds.

(a) Mandatory Sinking Fund Redemption. If the successful bidder and original purchaser of the Series 2020A Bonds so elects in accordance with the provisions of Section 16 hereof and as may be provided in the official action of the Corporation's President, Treasurer, or Secretary awarding the Series 2020A Bonds to such original purchaser, the Series 2020A Bonds stated to mature on the maturity dates set out in the successful bid of such original purchaser shall be combined to comprise the maturities of Term Bonds as set out in said successful bid and in said official action; and such Term Bonds shall be subject to mandatory redemption in part, at the selection of the Paying Agent and Bond Registrar by lot in such manner as the Paying Agent and Bond Registrar may determine, from moneys in the Sinking Fund on each applicable February 1st at par plus accrued interest to the redemption date, according to the mandatory sinking fund redemption schedule or schedules set out in said official action.

(b) Optional Redemption. The Series 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, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to be selected by lot in such manner as the Paying Agent and Bond Registrar may determine) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

The Series 2020A Bonds maturing on and after August 1, 2029, shall be called for redemption by the Paying Agent and Bond Registrar as herein provided upon receipt by the Paying Agent and Bond Registrar at least thirty-five days before the redemption date of a certificate of the Corporation or the Board of Education specifying the principal amount and maturities of the Series 2020A Bonds so to be called for redemption and the applicable redemption price or prices.

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

Before the date fixed for redemption of Series 2020A Bonds, funds shall be deposited by the Corporation or the Board of Education with the Paying Agent and Bond Registrar to pay, and the Paying Agent and Bond Registrar is hereby authorized and directed to deposit such funds into the Sinking Fund hereinafter identified and to apply such funds to the payment of, the Series 2020A Bonds or portions thereof called for redemption, together with accrued interest thereon to

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

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

With reference to Section 16 hereof, if the date of competitive sale of the Series 2020A Bonds (presently contemplated to be July 8, 2020) is postponed and rescheduled for a later time in calendar year 2020 (through December 31, 2020), the Corporation's President, Treasurer, or Secretary shall be authorized to act on the Corporation's behalf in adjusting, upon the advice of the Financial Advisor, some or all of the foregoing terms and provisions of the Series 2020A Bonds, including the date of the Series 2020A Bonds, the principal maturity schedule and the optional redemption dates, and the related terms and provisions of the Contract of Lease and Rent.

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

The Series 2020A Bonds are not and shall never in any event become general obligations of the Corporation or the Board of Education but are special and limited obligations of the Corporation payable solely from the Sinking Fund as hereinafter provided, and the Sinking Fund and the revenues of the Projects are hereby specifically assigned and pledged to the Bondholders for the amortization of the Series 2020A Bonds in the manner and to the extent provided herein.

The Series 2020A Bonds and the interest thereon shall never constitute a debt, indebtedness or pledge of the faith and credit of the Corporation or the Board of Education within the meaning of any provision or limitation of the Constitution or statutes of the Commonwealth, and shall not constitute or give rise to a pecuniary liability of the Corporation or the Board of Education or a charge against the general credit of either or against the taxing power of the Board of Education. The Corporation shall not be obligated to pay the principal of the Series 2020A Bonds or the interest thereon or other costs incident thereto except from the revenues and amounts pledged therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Corporation hereby establishes with the Paying Agent and Bond Registrar a fund to be known as the "Fayette County School District Finance Corporation School Building Revenue Bond and Interest Redemption Fund, Series 2020A", into which there shall be paid and set aside all or such portion of the revenues from the Projects as will be sufficient to pay the interest on and principal of the Series 2020A Bonds as the same are scheduled to become due. All sums received as accrued interest in the issuance of the Series 2020A Bonds, if any, shall be

paid into the Sinking Fund. It is hereby determined that the amount to be annually set aside from the revenues as aforesaid and paid into the Sinking Fund during each rental year for the purpose of paying the interest on and principal of the Series 2020A Bonds shall be the sum required to pay the interest coming due on the Series 2020A Bonds on August 1st of such rental year, together with the Series 2020A Bonds maturing on August 1st in the next ensuing rental year plus the interest coming due on said date, based upon the interest rate or rates applicable to the Series 2020A Bonds.

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

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

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

- (i) in direct obligations of the United States;
- (ii) in obligations fully guaranteed as to both principal and interest by the United States, having a maturity date before the date when the sums invested will be needed for meeting interest and principal payments;
- (iii) money market funds composed of obligations described in (i) or (ii) above and rated at least AAA (or the equivalent thereof) by Moody's Investors Service, Inc., or Standard & Poor's Ratings Services;
- (iv) in bank time deposits on an interest-bearing basis, evidenced by certificates of time deposit (issued in the name of the Sinking Fund and delivered into the custody of the

Paying Agent and Bond Registrar), secured at all times by a valid pledge on the part of the issuer of said certificates of time deposit of obligations described in (i) or (ii) above having at all times during the continuance of each certificate a current market value (exclusive of accrued interest) at least equal to the full amount of such certificate. The custody of such obligations, whether actual or constructive, shall be in a financial institution other than the issuer of the certificate of time deposit in question. All such certificates of time deposit shall be issued so that the same may be reconverted into cash and deposited in the Sinking Fund as and when required to pay maturing principal and interest payments; or

(v) in such other investments as may be authorized by law including those authorized by KRS 66.480, which specifically include, without limitation, certain collateralized repurchase agreements and forward purchase agreements.

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

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

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

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

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

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

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

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

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

The Corporation reserves the right (at the request of the Board of Education) to release or convey, with or without consideration, free of the statutory mortgage lien herein created securing the Series 2020A Bonds, such easements, rights-of-way, licenses, or other rights over, upon, or beneath the surface of the land herein described as may reasonably be required for roads, utilities,

drainage, or other public purposes, provided (a) no such release or conveyance shall interfere with the ownership and efficient operation of the Projects (and the actual land on which they are located); (b) ingress to and egress from the Projects shall not thereby be impaired; and (c) there shall be no reduction of the rentals otherwise required under the Contract of Lease and Rent.

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

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

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

Section 14. Additional Series 2020A Bonds. While any of the Series 2020A Bonds or parity bonds herein permitted to be issued are outstanding, the Corporation shall not issue any additional bonds or incur any other obligations payable from the revenues of the Projects unless the lien and security of such bonds or other obligations on such revenues and on the Projects are made junior and subordinate in all respects to the lien and security of the Series 2020A Bonds; provided, however, that the Corporation hereby reserves the right and privilege of issuing additional bonds from time to time, payable from the income and revenues of the Projects and ranking on a parity with the Series 2020A Bonds, but only if and to the extent the issuance of such additional parity bonds may be necessary to pay the costs, not otherwise available, of completing the construction, renovation, installation, and equipping of the Projects in accordance with plans and specifications approved by the Kentucky Department of Education and by the Board of Education, and filed in the office of the Board of Education; but before any such additional bonds ranking on a parity as aforesaid are issued, the issuance thereof shall be approved by the proper officials of the Kentucky Department of Education as required by law, and a supplemental contract of lease and rent shall have been entered into, under which the respective annual rental

payments during the term of such additional bonds are increased by the amount of the annual interest and principal requirements of such additional bonds, and the interest payment dates for such additional bonds shall be February 1st and August 1st of each year, and the principal maturity dates shall be February 1st or August 1st in any year when principal is scheduled to be paid.

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

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

The Series 2020A Bonds will be awarded to the bidder offering to purchase the Series 2020A Bonds at the lowest true interest cost to the Corporation based on the terms and provisions set forth in the Notice and Official Terms and Conditions of Bond Sale hereinafter described. If two or more bidders offer bids at the same lowest true interest cost and the Corporation wishes to award the Series 2020A Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2020A Bonds.

The Corporation reserves the right to increase the total amount of Series 2020A Bonds sold to the best bidder by an amount not exceeding \$7,270,000 (in \$5,000 denominations) or decrease the total amount of the Series 2020A Bonds sold to the best bidder by any amount (in \$5,000

denominations), if the Corporation determines the total amount of the increase or decrease in the total amount of Series 2020A Bonds sold to be in the best interests of the Board of Education, by increasing or decreasing any of the stipulated principal maturities. The Corporation further reserves the right to adjust principal maturities of the Series 2020A Bonds without changing the total amount of Series 2020A Bonds sold. In the event of any such adjustment, no rebidding or recalculating of the bids submitted will be required or permitted.

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

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

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

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

If three or more bids for the Series 2020A Bonds are received as a result of the competitive sale, the Successful Purchaser will be required to certify on or before the issue date the reasonably expected initial offering price to the public as of the Sale Date for each Maturity of the Series 2020A Bonds, which prices will represent the prices for each Maturity of the Series 2020A Bonds used by the Successful Purchaser to formulate its bid to purchase the Series 2020A Bonds.

If less than three bids for the Series 2020A Bonds are received as a result of the competitive sale, the Successful Purchaser, by submitting a bid pursuant to the Notice of Bond Sale, shall be deemed to have agreed in writing that the Successful Purchaser will certify on or before the issue date (and provide reasonable supporting documentation for such certification, such as a copy of

the pricing wire or equivalent communication) for each Maturity of the Series 2020A Bonds (i) the first price at which at least 10% of each Maturity of the Series 2020A Bonds was sold to the Public, or (ii) that the Successful Purchaser will neither offer nor sell any of the Series 2020A Bonds of each Maturity to any person at a price that is higher than the initial offering price for such Maturity during the Holding Period for such Maturity.

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

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

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

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

or interruptions of, or any damages caused by, the provider's service. The Corporation shall use the provider's service solely as a communication mechanism, and not as the Corporation's agent, to conduct the electronic bidding for the Series 2020A Bonds. If any provision in the Notice and Official Terms and Conditions of Bond Sale conflicts with information provided by the electronic bidding service provider, the Notice and Official Terms and Conditions of Bond Sale shall control.

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

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

Section 17. Disposition Of Proceeds Of The Series 2020A Bonds. When the Series 2020A Bonds are sold and delivered, from the amount received from the purchaser there shall be paid, according to the written direction of the Corporation's President or Treasurer (which direction may include the establishment of a special, temporary trust account), all expenses

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

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

The Depository Bank at which the Construction Fund is maintained shall, with respect to any funds in the Construction Fund not invested in Permitted Investments, give security for said funds by making a pledge to the Construction Fund of securities and obligations described in KRS 41.240 having a market value at least equal to such funds. The securities and obligations pledged by the Depository Bank need not be of a market value exceeding the balance of funds remaining in the Construction Fund from time to time and not invested in Permitted Investments, and as such funds are disbursed from the Construction Fund the Depository Bank shall be permitted to withdraw a portion of the securities and obligations so pledged as security for such funds; provided, however, there shall remain pledged at all times securities and obligations

having a market value equal to the funds remaining in the Construction Fund and not invested in Permitted Investments.

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

Payments from the general depository account to pay the costs of the construction, renovation, installation, and equipping of the Projects shall be made upon checks drawn upon the Depository Bank by the Treasurer of the Board of Education, accompanied by a voucher signed by the architect having supervision of the portion of the Projects for which the payment is to be made to the effect that the amount of said check has been earned by the payee thereof under the terms of the construction contract or a supply contract; provided, however, that with respect to the expenditures required otherwise than as an incident to the construction contracts or a supply contract which is under the supervision of the appropriate architect, the supporting voucher may be signed by the Chairperson or Secretary of the Board of Education. If, before the time when the Series 2020A Bonds have been delivered to the purchaser thereof and the proceeds are available, the Board of Education shall have found it necessary to advance from its own funds various sums for preliminary surveys, architect's fees, and amounts due to the contractor and to others, the aggregate of all such advances may be reimbursed to the Board of Education upon presentation by the Board of Education of statements signed by the Chairperson or Secretary of the Board of Education with regard thereto, in detail showing (a) that the amount or amounts for which reimbursement is requested are proper charges against the costs of the construction, renovation, installation, and equipping of the Projects, and (b) that after such requested reimbursement, the funds remaining in the Construction Fund will be sufficient to defray all remaining costs of the construction, renovation, installation, and equipping of the Projects. No reimbursement shall be made to the Board of Education if the effect thereof shall be to reduce the balance in the Construction Fund below the amount necessary to pay all remaining costs of the construction, renovation, installation, and equipping of the Projects.

After all payments from the Construction Fund have been made for the costs of the construction, renovation, installation, and equipping of the Projects on the sites described in the Contract of Lease and Rent according to plans and specifications filed in the office of the Board of Education and approved by the Board of Education and by the Kentucky Department of Education, any balance remaining in the Construction Fund shall be (i) expended in the manner hereinbefore described for payment of costs of additional physical facilities for the Projects or such other school building facilities as the Board of Education shall determine; or (ii) transferred to the Sinking Fund as a segregated subaccount to be used to purchase (at 100% of par or less) or to redeem Series 2020A Bonds when redeemable, and such balance shall not be invested at a yield exceeding the yield on the Series 2020A Bonds.

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

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

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

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

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

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

Section 21. Tax Covenants And Representations. The Corporation further certifies and covenants to and for the benefit of the Bondholders that so long as any of the Series 2020A Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Series 2020A Bonds, whether or not such moneys were derived from the proceeds of the sale of

the Series 2020A Bonds or from any other sources, will not be invested or used in a manner that will cause the Series 2020A Bonds to be “arbitrage bonds” within the meaning of Code Section 103(b)(2) and Code Section 148, as the same presently exist or may from time to time hereafter be amended, supplemented, or revised. The Corporation’s President, Treasurer, or Secretary, as the Corporation’s officers charged with the responsibility for issuing the Series 2020A Bonds, and each of them, are hereby authorized and directed, for and on the Corporation’s behalf, to execute all papers, documents, certificates, and other instruments that may be required for evidencing compliance with federal tax rules, and any representations and certifications contained in such papers, documents, certificates, and other instruments so executed shall be deemed to constitute the Corporation’s representations and certifications. For the benefit of the Bondholders and the reliance of Bond Counsel, the Corporation further represents, warrants, agrees, covenants, and certifies as follows:

(a) Within the meaning of Code Section 141, and the Income Tax Regulations issued thereunder, over the term of the Series 2020A Bonds (i) less than 10% of the proceeds of the Series 2020A Bonds, if any, will be applied for any private business use, and the payment of the principal of or interest on less than 10% of the amount of the Series 2020A Bonds, if any, will be secured directly or indirectly by any interest in property used for a private business use, or payments in respect of such property, or will be derived directly or indirectly from payment (whether or not to the Corporation or the Board of Education) in respect of such property; (ii) at least 90% of the proceeds of the Series 2020A Bonds will be applied for a governmental use of the Corporation or the Board of Education; (iii) any private business use of the Projects will be related to such governmental use of the Corporation and the Board of Education and will not be unrelated or disproportionate; and (iv) none of the proceeds of the Series 2020A Bonds will be used, directly or indirectly, to make or finance loans to private persons. It is reasonably expected that over the term of the Series 2020A Bonds (1) the Projects will be available for general public use, in that they will be reasonably available for use by natural persons not engaged in a trade or business on the same basis as any other person or entity; (2) no nongovernmental person will have any special legal entitlement to use the Projects; and (3) there will be no direct or indirect payment made with respect to the Projects or the security of the Series 2020A Bonds by any persons or entities other than payment by the general public as described in clause (3) above.

(b) Within the meaning of Code Section 148(f)(4)(C), it is reasonably expected that at least 75% of the net proceeds (including investment proceeds) of the Series 2020A Bonds will be used for construction expenditures with respect to property which is owned by a governmental unit, at least 10% of such proceeds will be spent for the governmental purposes of the issue within six months from the date the Series 2020A Bonds are issued, at least 45% of such proceeds will be spent for such purposes within one year from such date, at least 75% of such proceeds will be spent for such purposes within eighteen months from such date, and at least 100% of such proceeds will be spent within two years from such date. If for any reason the arbitrage rebate requirements of Code Section 148(f) should be deemed to apply to the Series 2020A Bonds, the Corporation will take all action necessary to comply therewith.

(c) The Series 2020A Bonds are not federally guaranteed within the meaning of Code Section 149(b).

(d) The Corporation will comply with the information reporting requirements of Code Section 149(e).

(e) It is reasonably expected that, during the term of the Series 2020A Bonds, the Projects will not be disposed of; provided, however, should there be any disposition of any personal property constituting a part of the Projects because it is no longer suitable for its governmental purpose, it is reasonably expected that the fair market value of such personal property will not exceed 25% of its cost.

(f) The weighted average maturity of the Series 2020A Bonds does not exceed 120% of the remaining weighted average useful life of the facilities comprising the Projects.

(g) Neither the Corporation nor the Board of Education has previously expended any sums on the Projects that are to be reimbursed from the proceeds of the Series 2020A Bonds, other than (i) certain preliminary expenditures such as engineering and planning costs not exceeding 20% of the cash proceeds of the Series 2020A Bonds allocable to the Projects, (ii) expenditures made within sixty days before the date of adoption of this Resolution and (iii) expenditures before which the Corporation or the Board of Education had adopted an official intent resolution regarding reimbursement from tax-exempt bond proceeds. A reimbursement of a prior expenditure from proceeds of the Series 2020A Bonds shall be made only if such reimbursement occurs (1) before the later of eighteen months after (A) the date the expenditure was paid or (B) the date the facility for which the expenditure was paid was placed in service and (2) within three years after the date the expenditure was paid.

(h) There are no other bonds or obligations of the Corporation or the Board of Education which are sold or issued at substantially the same time as the Series 2020A Bonds are sold pursuant to a common plan of financing together with the Series 2020A Bonds, or are payable out of substantially the same source of funds (or will have substantially the same claim to be paid out of substantially the same source of funds) as the Series 2020A Bonds.

(i) The Corporation will not use or permit the use of any of the funds provided by the Series 2020A Bonds in such a manner as to, or take or omit to take any action that would, impair the exclusion from gross income for federal income tax purposes of interest on the Series 2020A Bonds. The Corporation shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Corporation on the Series 2020A Bonds shall, for the purposes of federal income taxation, be excludable from gross income.

Section 22. Resolution Constitutes Contract. The provisions of this Resolution shall constitute a contract between the Corporation and the Bondholders. After the issuance of any Series 2020A Bond no material change in the provisions of this Resolution may be made except as herein provided until all of the Series 2020A Bonds have been paid in full as to both principal

and interest or funds sufficient therefor have been duly provided and deposited as set forth in Section 23 hereof.

Notwithstanding the foregoing provisions of this Section 22, the Corporation may amend or supplement this Resolution without the consent of any Bondholder (a) to evidence the initial designation and appointment or the succession of an institution as Paying Agent and Bond Registrar; (b) to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained herein or in any ordinance or other proceeding pertaining hereto; (c) to grant to or confer on the Paying Agent and Bond Registrar for the benefit of the Bondholders any additional right, remedy, power, authority, or security that may lawfully be granted or conferred and that is not contrary to or inconsistent with this Resolution as theretofore in effect; (d) to permit the Paying Agent and Bond Registrar to comply with any obligation imposed on it by law; (e) to achieve compliance of this Resolution with any federal tax law, regulation, or ruling; (f) to maintain or improve any rating on the Series 2020A Bonds; or (g) for any other purpose not inconsistent with the terms of this Resolution that shall not impair the security of the Bondholders or otherwise materially adversely affect the rights of the Bondholders.

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

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

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

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

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

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

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

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

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

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

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

[Signature Page To Follow]

[SIGNATURE PAGE TO BOND RESOLUTION]

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

Stephanie Spires, President
Fayette County School District
Finance Corporation

Attest:

Emmanuel Caulk, Secretary
Fayette County School District
Finance Corporation

CERTIFICATION

I, the undersigned Secretary of the Fayette County School District Finance Corporation, do hereby certify that (1) the foregoing is a true, correct and complete copy of a Resolution duly adopted by the Corporation's Board of Directors at a properly convened meeting of the Corporation's Board of Directors duly held on June 22, 2020, signed by the President thereof and attested by me as Secretary, as shown by the official records in my possession and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all members of the Board of Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Certification this June 22, 2020.

Emmanuel Caulk, Secretary
Fayette County School District
Finance Corporation

**EXHIBIT A
TO BOND RESOLUTION**

DEFINITIONS

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

“Agreed Participation” has the meaning provided in the Participation Agreement.

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

“Board of Education” means the Board of Education of Fayette County, Kentucky.

“Board of Education Resolution” means the Resolution adopted by the Board of Education on June 22, 2020 regarding the Series 2020A Bonds.

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

“Bondholder” refers to any Registered Holder of the Series 2020A Bonds.

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

“Commonwealth” means Commonwealth of Kentucky.

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

“Construction Fund” has the meaning provided in Section 17 hereof.

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

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

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

“Depository Bank” has the meaning provided in Section 17 hereof.

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

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

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

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

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

“KRS” means the Kentucky Revised Statutes.

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

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

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

“Paying Agency Agreement” means the Agreement Relating to Paying and Registrar Agency by and between the Corporation and the Paying Agent and Bond Registrar for the Series 2020A Bonds.

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

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

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

“Projects” means 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.

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

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

“Record Date” means the fifteenth day of the month before a February 1st or August 1st interest payment date for the Series 2020A Bonds.

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

“Resolution” means this Resolution of the Corporation’s Board of Directors authorizing the sale, issuance, and delivery of the Series 2020A Bonds.

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

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

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

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

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

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

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

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

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

“Treasury Department” means the United States Department of the Treasury.

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

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

**EXHIBIT B
TO BOND RESOLUTION**

FORM OF SERIES 2020A BOND

No. _____ \$ _____

**UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION
SCHOOL BUILDING REVENUE BONDS
SERIES 2020A**

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
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_____ %	_____	_____	_____
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REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: _____

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

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

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

This Series 2020A Bond is one of a duly authorized issue of Bonds of the Corporation designated "Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020A" (the "**Series 2020A Bonds**"), issued in the original principal amount of \$_____, authorized and issued by the Corporation pursuant to a Resolution duly adopted by its Board of Directors (the "**Bond Resolution**") for the purpose of providing funds to pay for the costs of the construction, installation, and equipping of a new Bates Creek High School located at 1111 Centre Parkway, Lexington, Kentucky (the "**Projects**"), and to pay related costs, and this Series 2020A Bond has been issued under and in full compliance with the Constitution and statutes of the Commonwealth of Kentucky, including without limitation Sections 162.120 through 162.300 and 162.385 of the Kentucky Revised Statutes.

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

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

Redemption Date	Principal Amount
<u>August 1</u>	<u>Amount</u>
_____	\$_____
_____	_____
_____	_____

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

The Series 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, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to be selected by lot by the Paying Agent and Bond Registrar) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

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

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

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

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

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

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

Bond Registrar shall authenticate and deliver Series 2020A Bonds delivered in exchange in accordance herewith.

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

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

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

[Signature Page To Follow]

[SIGNATURE PAGE TO SERIES 2020A BOND]

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

(Corporate Seal)

FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION

By: (manual or facsimile signature)
President

Attest:

By: (manual or facsimile signature)
Secretary

CERTIFICATE OF AUTHENTICATION

The undersigned hereby certifies that this is one of the Series 2020A Bonds described above.

OLD NATIONAL WEALTH MANAGEMENT

Evansville, Indiana

Paying Agent and Bond Registrar

By: (manual signature)
Authorized Officer

Authentication Date: _____

ASSIGNMENT

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

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

_____ the within Series 2020A Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Series 2020A Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Series 2020A Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

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 \$72,740,000 (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

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 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**”); 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 \$72,740,000 (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

**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 \$72,740,000 (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 \$72,740,000 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

NOTICE AND OFFICIAL TERMS AND CONDITIONS OF BOND SALE

\$72,740,000* 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	\$ 210,000	2031	\$ 2,215,000
2022	210,000	2032	2,530,000
2023	360,000	2033	5,450,000
2024	365,000	2034	10,200,000
2025	365,000	2035	14,200,000
2026	395,000	2036	12,205,000
2027	1,360,000	2037	7,710,000
2028	1,460,000	2038	4,965,000
2029	1,980,000	2039	2,225,000
2030	2,155,000	2040	2,180,000

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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 \$80,010,000 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 1, 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 \$72,740,000' 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 \$71,648,900 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	\$ 210,000	____%	2031	\$ 2,215,000	____%
2022	210,000	____	2032	2,530,000	____
2023	360,000	____	2033	5,450,000	____
2024	365,000	____	2034	10,200,000	____
2025	365,000	____	2035	14,200,000	____
2026	395,000	____	2036	12,205,000	____
2027	1,360,000	____	2037	7,710,000	____
2028	1,460,000	____	2038	4,965,000	____
2029	1,980,000	____	2039	2,225,000	____
2030	2,155,000	____	2040	2,180,000	____

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We understand that this bid may be accepted in any amount up to \$80,010,000 (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)

PARTICIPATION AGREEMENT

BY AND BETWEEN

KENTUCKY SCHOOL FACILITIES CONSTRUCTION COMMISSION

AND

BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY

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

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is made and entered into as of July 29, 2020, by the **Kentucky School Facilities Construction Commission**, an independent corporate agency and instrumentality of the Commonwealth of Kentucky (the "Commission"), and the **Board of Education of Fayette County, Kentucky**, a political subdivision of the Commonwealth of Kentucky (the "Board of Education").

WITNESSETH:

WHEREAS, the Commission has been established pursuant to the provisions of Section 157.611 through 157.640 of the Kentucky Revised Statutes (the "Act"), for the purpose of assisting local school districts in meeting the school construction needs of the State in a manner that will ensure an equitable distribution of funds based upon unmet need;

WHEREAS, pursuant to Section 157.622 of the Act, the Commission, in reliance upon certified statements from the State Department of Education, acting on behalf of the State Board of Education as required under Section 157.622 of the Act, has determined that the Board of Education is entitled to financial assistance from the Commission in meeting the "unmet need" of the Board of Education, as that term is defined in the Act, and has made an Offer of Assistance to the Board of Education to provide financial assistance through the payment of a certain amount of the principal and interest requirements (the "Agreed Participation") of school building revenue bonds issued by the Fayette County School District Finance Corporation (the "Corporation"), on behalf of the Board of Education;

WHEREAS, the Commission, based upon the criteria contained in the Act and its Regulations, as hereinafter defined, has determined that the Board of Education has met the requirements of Section 157.620(1) of the Act and that the Board of Education is entitled to an Agreed Participation by the Commission, subject to the terms of this Participation Agreement, to be applied to the payment of principal and interest requirements of school building revenue bonds issued by the Corporation on behalf of the Board of Education pursuant to the provisions of Sections 162.120 through 162.300 and 162.385 of the Kentucky Revised Statutes (the "School Bond Act"), for the purpose of financing the construction, installation, and equipping of a new **Tates Creek High School** to be located at 1111 Centre Parkway, Lexington, Kentucky (the "Project"), together with the site thereof (the "Project Site");

WHEREAS, pursuant to the provisions of the Act, the Regulations and Resolutions of the Commission promulgated thereunder, and in compliance with the criteria or system for establishing priorities among applicants by the Commission under the Act as certified by the State Department of Education acting on behalf of the State Board of Education relating to the ranking

and approval of applications by eligible districts for financial assistance for the construction and/or major renovation of school facilities, the Commission has determined that the Board of Education is entitled to assistance from the Commission for the Project, as identified in the plans and specifications prepared by the Architects for the Board of Education;

WHEREAS, the Board of Education, in order to carry out the duty and authority vested in the Board of Education, desires to maintain adequate school facilities for the district which it serves and has applied under the Act for assistance and has accepted the Commission's Offer of Assistance in financing the Project;

WHEREAS, it is desired that the Corporation, acting on behalf of the Board of Education, authorize, sell, issue and deliver its Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020A (the "Bonds"), pursuant to the provisions of the School Bond Act;

WHEREAS, it is contemplated that the Project will be financed through the proceeds of the Bonds, plus an amount, if any, needed to complete the Project to be provided by the Board of Education; and

WHEREAS, pursuant to the provisions of the Act, the Regulations and Resolutions of the Commission promulgated thereunder, the Commission has duly passed and adopted a resolution approving the Offer of Assistance to the Board of Education and the issuance of the Bonds by the Corporation on behalf of the Board of Education, and the Commission has committed itself to participate in providing part of the costs of the Project through the payment of the Agreed Participation and enters into this Participation Agreement in order to document its participation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the parties hereto as follows:

ARTICLE I DEFINITIONS

"Act" means Sections 157.611 through 157.640 of the Kentucky Revised Statutes.

"Agreed Participation" refers to an amount equal to a portion of the annual debt service requirements of the Bonds to be provided by the Commission pursuant to the terms of this Agreement, the actual amount of the Agreed Participation is set forth in the Schedule of Principal and Interest Requirements attached hereto.

"Agreement" means this Participation Agreement between the Commission and the Board of Education.

"Architect" means the firm of licensed architects employed by the Board of Education for the design and supervision of the construction of the Project.

"Available Local Revenue" means the amount required under the Act, as determined by the Department, in order for the Board of Education to qualify as an Eligible District under the Act.

"Board of Education" refers to the Board of Education of Fayette County, Kentucky.

"Board of Education's Contribution" means, pursuant to the Act and the Regulations, that part of the "Available Local Revenue" the Board of Education is required to expend for the Project in order to qualify as an "Eligible District" which includes a cash contribution in the amount of \$_____.

"Bond Resolution" means the Bond Resolution passed and adopted by the Board of Directors of the Corporation authorizing the Bonds.

"Bonds" means \$_____ aggregate principal amount of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020A, dated the Dated Date, authorized pursuant to the Bond Resolution.

"Cash Contribution" means the initial cash contribution provided by the Board of Education deposited in the Construction Account to defray a portion of the costs of the Project.

"Commission" means the Kentucky School Facilities Construction Commission, created and established pursuant to Sections 157.611 through 157.640 of the Kentucky Revised Statutes.

"Commonwealth" or *"State"* means the Commonwealth of Kentucky.

"Construction" means and includes inter alia (a) preliminary planning to determine the feasibility of the Project; the engineering, architectural, legal, physical and economic investigations and studies necessary thereto; and surveys, designs, plans, working drawings, specifications, procedures and other actions necessary for the Project; (b) the erection, building, acquisition, alteration, remodeling, improvement or extension of the Project; (c) the inspection and supervision of the construction of the Project, and all costs incidental to the construction and financing of same; and such terms shall also relate to and mean any other physical devices and appurtenances in connection therewith, or reasonably attendant thereto; and (d) any and all other

acts performed in connection with the planning, implementation, acquisition, financing or construction of the Project.

"Construction Account" means the "Fayette County School District Finance Corporation School Construction Account," established with the Depository Bank under the Bond Resolution.

"Corporation" means the Fayette County School District Finance Corporation, a nonstock, nonprofit corporation created pursuant to Sections 273.161 through 273.390, Section 58.180 and Section 162.385 of the Kentucky Revised Statutes to act as an agency and instrumentality and constituted authority of the Board of Education.

"Dated Date" refers to the date of issuance or such other date as determined by the Corporation to be the dated date of the Bonds.

"Debt Service Fund" means the separate and special debt service fund established with the Paying Agent under the Bond Resolution for the purpose of paying the principal of and interest on the Bonds.

"Department" means the Kentucky Department of Education, acting on behalf of the Kentucky Board of Education or the Commissioner of Education.

"Depository Bank" means Fifth Third Bank, Lexington, Kentucky.

"KRS" means the Kentucky Revised Statutes, as amended.

"Lease" means the Lease Agreement by and between the Corporation and the Board of Education whereunder the Project financed with the proceeds of the Bonds has been leased by the Corporation to the Board of Education and the rental revenues derived thereunder are pledged to the payment of the Bonds.

"Offer of Assistance" means the offer submitted to the Board of Education by the Commission pursuant to the Act and the Regulations, indicating the required amount of Available Local Revenue, as certified by the Department; the priority order of facilities to be built, as certified; the Commission's Rate of Participation; and such other terms and conditions as required by the Regulations.

"Paying Agent" or *"Registrar"* means Old National Wealth Management, Evansville, Indiana, so designated under the Bond Resolution.

"Percentage Discount", as defined under the Act, or *"Rate of Participation"*, as defined under the Regulations, means the total annual amount the Commission has determined the Board of Education is entitled to be applied to the Board of Education's *"Unmet Need"*, as defined in the Act.

"Project" refers to the construction, installation, and equipping of a new *Tates Creek High School* to be located at 1111 Centre Parkway, Lexington, Kentucky.

"Regulations" means the Regulations of the Commission has provided in Title 750 of the Kentucky Administrative Regulations.

"Schedule of Principal and Interest Requirements" means the schedule attached to this Agreement as Exhibit A, setting forth the total principal and interest requirements for the Bonds and indicating the Commission's Agreed Participation and that part of the Board of Education's Contribution allocated to the Bonds, respectively.

"School Bond Act" means Sections 162.120 through 162.300 and 162.385 of the Kentucky Revised Statutes.

ARTICLE II

BOARD OF EDUCATION'S PARTICIPATION IN FINANCING PROJECT

Section 2.01. Acceptance of Commission's Participation by the Board of Education. The Board of Education has, by resolution, accepted the Commission's Offer of Assistance in financing the Project and has, by resolution, authorized the execution of this Agreement and the execution of the Lease. By the execution of this Agreement, the Board of Education certifies to the Commission that the resolution authorizing the Board of Education's participation has been duly adopted in accordance with law.

Section 2.02. Board of Education's Contribution Established. By the acceptance of the Commission's Offer of Assistance and the execution of this Agreement, the Board of Education hereby agrees to pay the Board of Education's Contribution to the Project. In the event the Board is required to make an initial Cash Contribution, the Cash Contribution shall be paid by the Board of Education to the Depository Bank for deposit to the Construction Account and shall be utilized for the Project; provided, however, that if the Board of Education has expended all or part of the Board of Education's Contribution prior to the deposit of the proceeds of the Bonds in the Construction Account, the Board of Education shall receive a credit against the Board of Education's Contribution to the extent the expenditures constituting said advance payments are documented, accepted and approved by the Commission. Notwithstanding anything contained herein or contained in the Regulations to the contrary, for the purposes of this Agreement, the

deposit to the Construction Account of the Board of Education's Contribution shall constitute an "expenditure" within the meaning of the Regulations, regardless of whether or not such funds have been actually applied to the Project.

ARTICLE III BOARD OF EDUCATION'S CONSTRUCTION OF PROJECT

Section 3.01. Commission as Conduit of Board of Education's Funds; Board of Education to Construct Project. The Commission and the Board of Education agree and acknowledge that, pursuant to the Act, the Commission is a conduit to provide financial assistance to the Board of Education. Therefore, in accordance with the Act and the Constitution of the Commonwealth, the Project shall constitute a public project of the Board of Education and of the Corporation acting on the Board of Education's behalf, and shall not be considered a project of the Commission within the meaning of Kentucky law; the legal responsibility for the construction, operation and maintenance of the Project being vested exclusively in the Board of Education. The Commission and the Board of Education acknowledge and agree that the proceeds of the Bonds shall be considered as funds of the Board of Education or of the Corporation acting on the Board of Education's behalf, and the Board of Education, or the Corporation acting on its behalf, shall be solely responsible for the Project.

Section 3.02. Construction Contracts. The Board of Education agrees that prior to the public sale and delivery of the Bonds, it will proceed to award contracts for the Project and will initiate the construction of the Project within a reasonable time following the delivery of the Bonds.

The plans and specifications for the Project shall conform with the requirements of, and shall be subject to, the approval of the Department.

Section 3.03. Board of Education's Obligations Conditioned Upon Delivery of Bonds. All of the obligations of the Board of Education set forth in this Agreement are conditioned upon the successful sale and delivery of the Bonds by the Corporation acting on behalf of the Board of Education.

ARTICLE IV ISSUANCE OF BONDS

Section 4.01. Board of Education's Covenant to Cause the Corporation to Issue the Bonds.

The Board of Education covenants to proceed with the issuance of the Bonds through the Corporation in accordance with the School Bond Act, based upon the Commission's commitment to its Agreed Participation substantially in accordance with the Schedule of Principal and Interest Requirements.

The Bonds for the Project shall be issued in the total principal amount indicated in Article I of this Participation Agreement, shall be scheduled to mature as to principal annually in each of the years set forth in said Schedule of Principal and Interest Requirements, and bear interest from the Dated Date, payable semiannually.

The Bonds shall constitute special obligations of the Corporation in accordance with their terms as set forth in the Bond Resolution and shall be payable from the rental revenues derived by the Corporation from the Board of Education under the Lease. It is understood and agreed to by the parties that the Commission's Agreed Participation shall be assigned and pledged to the Corporation in accordance with the terms hereof, the Bond Resolution, and the Lease; and so long as this Agreement remains in effect, same shall be applied by the Paying Agent in order to meet the principal and interest requirements of the Bonds.

Section 4.02. Establishment of Commission's Agreed Participation. Pursuant to the provisions of the Act, the Regulations and resolution of the Commission, the Commission has determined that the Board of Education is eligible for assistance from the Commission in meeting the costs of Construction of the Project and the Commission has determined that the degree of its participation or the Agreed Participation in financing the Project shall be as set forth in Article I of this Agreement; therefore, the Commission hereby agrees to participate in financing the Project through the semiannual payments of its Agreed Participation.

Notwithstanding anything contained in this Agreement to the contrary, the obligation of the Commission to pay (on behalf of the Board of Education) the Agreed Participation established hereunder shall be limited to the biennial budget period of the Commonwealth and the Commission's obligation to participate to the extent of the contractual amount of said Agreed Participation fixed herein shall be limited to the period terminating on June 30, 2022; provided, however, that in the event the Commission elects not to continue to pay its Agreed Participation herein established, it shall give written notice to the Board of Education and to the original purchaser of the Bonds at least sixty (60) days prior to the expiration of the biennial budget period of the Commonwealth then in effect.

Nothing in this Agreement, nor in the Lease, shall be construed as binding the Commission to participate in the financing of the Project through the payment of the Agreed Participation herein established for any but the first biennial budget period ending June 30, 2022; but the obligation of the Commission to make said payments shall automatically renew itself each two (2) years for a period of two (2) years unless the Commission shall give notice of its intention not to participate and make payments on the Agreed Participation as herein set forth.

The Commission, by execution of this Agreement and adoption of the resolution authorizing execution, hereby expresses its present intention to continue to pay the Agreed Participation in each successive biennial budget period until the retirement of the Bonds, but the execution of this Agreement does not obligate the Commission to do so.

The Commission's participation in financing the costs of the Project through the Agreed Participation shall be effected through semiannual remittances directly to the Paying Agent in immediately available funds in accordance with the attached Schedule of Principal and Interest Requirements on the dates the principal and/or interest requirements are due on the Bonds.

The Commission shall notify the Board of Education in writing at the time each semiannual payment on the Agreed Participation is made.

Section 4.03. Establishment of the Board of Education's Contribution. The Board of Education's Contribution in financing the Project has been determined to be as set forth in Article I of this Agreement; therefore, the Board of Education agrees to participate in financing part of the costs of the Project through the payment of the Board of Education's Contribution in the amount specified. In order to satisfy the Board of Education's share of the debt service on the Bonds, the Board of Education shall make semiannual remittances in immediately available funds directly to the Paying Agent in accordance with the Schedule of Principal and Interest Requirements on or before ten (10) days prior to the dates the principal and/or interest requirements are due on the Bonds.

Section 4.04. Board of Education's Covenant to Complete Project. Notwithstanding anything contained herein to the contrary, the Board of Education covenants with the Commission that, in the event the actual costs of construction exceed estimates and the proceeds of the Bonds deposited in the Construction Account, the Board of Education will complete construction of the Project in accordance with the plans and specifications of its Architects to the satisfaction of the Commission and the Department. The Board of Education agrees and understands that the responsibility for providing additional monies to complete the Project in the event funds in the Construction Account are not sufficient shall be the sole responsibility of the Board of Education.

ARTICLE V
DISBURSEMENT OF BOND PROCEEDS

Section 5.01. Accounts Established. In accordance with the terms of the Bond Resolution, the proceeds received from the sale of the Bonds shall be disbursed in the following order and manner:

A. The amount representing interest accrued on the Bonds from the Dated Date to the date the Bonds are delivered shall be deposited in the Debt Service Fund established under the Bond Resolution and applied to the interest becoming due on the Bonds on the next succeeding interest due date. The Board of Education shall receive a credit against the rentals due under the Lease to the extent of said accrued interest and the Commission shall likewise receive a credit against its Agreed Participation to the extent of said accrued interest.

B. The costs to the Board of Education and the Commission incident to the issuance of the Bonds shall be deducted from the proceeds of the Bonds and paid in accordance with the orders of the Board of Education and Corporation.

C. The proceeds of the Bonds remaining after the required transfer to the Debt Service Fund and the payment of the costs of issuance shall be deposited in the Construction Account and disbursed by the Depository Bank upon the approval of the Board of Education in accordance with the provisions of the Bond Resolution.

Section 5.02. Investment of Construction Account. The Depository Bank, at the direction of the Board of Education, shall invest funds on deposit in the Construction Account in accordance with the provisions of the Bond Resolution.

ARTICLE VI
BOARD OF EDUCATION'S COVENANT TO OPERATE,
MAINTAIN AND INSURE PROJECT

Section 6.01. Covenant to Operate the Project and Pay Rentals. In consideration of the contribution by the Commission of its Agreed Participation to the Project, the Board of Education covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, the Board of Education will (a) operate and maintain the Project in accordance with the requirements of Kentucky law and the Regulations and the Department, (b) continue to pay the rentals due under the Lease for application to the payment of the Bonds, and (c) maintain and insure the Project in accordance with the provisions of the Bond Resolution and as required by this Agreement.

Any other provisions of this Agreement to the contrary notwithstanding, (1) the Board of Education shall be monetarily liable only to the extent of its anticipated revenue during any year in which this Agreement is in effect and during which said obligations of the Board of Education arise, and (2) all obligations of the Board of Education set forth herein are on an annual basis; provided, however, the Board of Education hereby expresses its present intention to fulfill its obligations under this Agreement in accordance with its terms from year to year until the Bonds have been paid in full, plus all interest thereon.

ARTICLE VII MAINTENANCE AND INSURANCE

Section 7.01. Board of Education's Obligation to Maintain and Insure. It is agreed and understood that so long as the Bonds remain outstanding, the Board of Education will continue at its own expense to maintain and keep the Project in a good state of repair in accordance with the requirements of Kentucky law and the Regulations and the Department and will procure and pay the costs of insurance on all buildings against loss by fire, lightning, windstorm or other hazard covered by a standard fire insurance policy with standard endorsement of "extended coverage"; the amount of such insurance shall be at all times in an amount equal to the full insurable value of the Project buildings, or the amount of Bonds outstanding from time to time, whichever is lesser. From and after the occupancy of the Project (or any part thereof) by the Board of Education and so long as such occupancy continues, the Board of Education shall, on or about July 1 of each year, furnish to the Commission (as well as the Department) a report showing the types and amounts of insurance coverage procured and maintained with respect to such Project.

Section 7.02. Application of Insurance Proceeds. It is further agreed that in case any of the buildings constituting the Project are totally destroyed by any of the hazards covered by insurance, the Board of Education shall have the right to spend such proceeds to restore the Project; that if proceeds of insurance on the Project are not expended by the Board of Education for restoration of such Project at the earliest practical date, then all of such insurance proceeds shall be used for the purpose of redeeming or purchasing outstanding Bonds, all subject to the terms and conditions of the Bond Resolution. In the event of partial destruction by the hazards covered by insurance, it is agreed by the parties hereto that the proceeds of such insurance shall be used solely and only for the purpose of making necessary replacements and repairs to the Project; provided, however, that if following such partial or complete destruction of the Project any principal or interest payment is due on the Bonds and there are not sufficient funds available for such payment, such insurance proceeds shall be applied to prevent a default in payments, all subject to the terms of the Bond Resolution.

ARTICLE VIII
GENERAL COVENANTS OF THE BOARD OF EDUCATION

Section 8.01. Commission May Transfer and Cause Department to Transfer Board of Education's Funds Directly to Paying Agent. The Board of Education agrees that so long as the Bonds remain outstanding, and in conformance with the intent and purpose of Section 157.627(5) of the Act, in the event of a failure by the Board of Education to comply with the terms of the Lease, the Bond Resolution or this Agreement, resulting in a failure of payment of the principal of and interest on the Bonds, and unless the Commission has received from the Board of Education satisfactory evidence that sufficient funds have been transmitted to the Paying Agent, or will be so transmitted, for paying debt service requirements and administrative costs on the Bonds when due, the Commission shall have the right to notify and request that the Department withhold from the Board of Education a sufficient portion of any undisbursed funds then held, set aside, or allocated to the Board of Education and to request the Department to transfer the required amount thereof to the Paying Agent for the account of the Board of Education.

Under the terms of the Lease, the Corporation has assigned to the Commission its rights to the rentals due thereunder and has delegated to the Commission the authority to collect said rentals on behalf of the Corporation from the Department in the event of a failure by the Board of Education to pay said rentals in a timely manner. The Commission, by the execution of this Agreement, hereby accepts said assignment and delegation and agrees to request said Department to make the required transfers from the Board of Education's undisbursed funds in the event of the Board of Education's delinquency.

Section 8.02. Board of Education to Require Periodic Accounting from Depositories. The Board of Education covenants and agrees that, not less than annually, or more frequently should the Commission request, the Board of Education shall supply the Commission with periodic accountings from all depositories of funds related to the Bonds on such forms as may be prepared or supplied by the Commission or as the Commission otherwise directs.

Section 8.03. Audit of Board of Education. The Board of Education covenants and agrees that so long as any of the Bonds remain outstanding, the Board of Education, not less often than annually, will supply audits, prepared by its Certified Public Accountants, to the Commission, that contain the financial records of the Board of Education relating to the Project and to the Bonds, including but not limited to a summary identification and description of the Bonds. The Board of Education shall file a separate statement or report of the audit with the Commission.

ARTICLE IX
BOARD OF EDUCATION'S OPTION TO PURCHASE PROJECT

Section 9.01. Option to Purchase. It is agreed and understood between the parties that under the Lease, the Board of Education shall have the right, at any time, to purchase from the Corporation and to secure the reconveyance of the Project for a price equal to the principal amount of all Bonds then outstanding, together with a sum equal to the interest due or to become due on said principal amount of Bonds until the retirement thereof, plus all expenses incident to the retirement of said Bonds.

The Board of Education may exercise its option by giving the Commission, as well as the Corporation, at least sixty (60) days written notice prior to the date the purchase price is to be tendered.

In the event the Board of Education exercises its right to purchase the Project, then upon sufficient funds being deposited and earmarked for the retirement of all Bonds then outstanding, the Board of Education's obligation to pay the annual rentals under the Lease shall terminate. In the event the Board of Education exercises its option to purchase under the Lease, the Commission shall have the option to liquidate its Agreed Participation by contributing to the retirement of the Bonds in cash, its pro rata share of (i) the principal amount of Bonds then outstanding, (ii) the interest due or to become due on said principal amount of Bonds until the retirement thereof, and (iii) the redemption premium, if any, on said principal amount. The Commission's pro rata share shall be calculated on an annual basis utilizing the Agreed Participation as the numerator and the total annual debt service as the denominator, as provided in Section 5.02 hereof.

In the event the Commission shall elect not to liquidate its Agreed Participation in conjunction with the Board of Education's exercise of its option to purchase, the Commission shall continue to make all payments due under and in accordance with this Agreement as if provisions had not been made by the Board of Education for the retirement of the Bonds; provided, however, that said payments shall in that event be made directly to the Board of Education.

ARTICLE X COMMISSION'S RIGHTS REGARDING REFINANCING

Section 10.01. Board of Education's Covenant to Initiate Refinancing. In consideration of the Commission's participation, the Board of Education agrees, in accordance with its rights under the School Bond Act, to initiate and complete a refinancing, refunding or defeasance of the Bonds upon the request of the Commission. Nothing herein contained shall prohibit the Board of Education from initiating a refinancing based upon its own determination, but the terms shall be subject to the approval of the Commission and the Department.

Section 10.02. Savings to Commission Unencumbered. In the event of a refinancing as contemplated by Section 10.01, any reduction in the debt service on the Bonds and corresponding reduction in the Commission's Agreed Participation shall inure to the benefit of the Commission and may be utilized by the Commission in such manner as it shall, in its sole discretion, determine, or as is directed by the General Assembly of the Commonwealth.

ARTICLE XI BOND RESOLUTION AND LEASE INCORPORATED

Section 11.01 Incorporation of Bond Resolution and Lease. The parties hereto agree that all of the provisions of the Bond Resolution and the Lease are incorporated in this Agreement as if copied in full herein.

ARTICLE XII CONSENT TO ASSIGNMENT

Section 12.01. Assignment. The Commission understands and agrees that the Board of Education will assign and pledge this Agreement to the Corporation, under the terms of the Lease, as additional security for the Bonds, and by the execution hereof, the Commission hereby consents to such assignment.

ARTICLE XIII BOARD OF EDUCATION'S RESPONSIBILITY FOR EXPENSES INCIDENT TO BOND ISSUE

Section 13.01. Responsibility for Expenses. The Board of Education covenants and agrees that all expenses incident to the authorization, issuance and sale of the Bonds shall be solely the responsibility of the Board of Education, including, but not being limited to, the fees and expenses of the Bond Registrar, Paying Agent and Depository Bank, all of which expenses shall be considered as additional rentals under the Lease.

ARTICLE XIV SEVERABILITY

Section 14.01. Severability. If any section, paragraph or clause of this Agreement shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any of the remaining provisions hereof.

By _____
Chairperson

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(502) 569-7525

EXHIBIT A

SCHEDULE OF PRINCIPAL AND INTEREST REQUIREMENTS

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.

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds.

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

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

Section 4.02. Duties of Registrar.

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

Section 4.03. Unauthenticated Bonds.

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

Section 4.04. Form of Bond Register.

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

Section 4.06. Cancelled Bonds.

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

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

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

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

ARTICLE FIVE

THE BANK

Section 5.01.Duties of Bank.

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

Section 5.02.Reliance on Documents, Etc.

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

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

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

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

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

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

Section 5.03. Recitals of Issuer.

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

Section 5.04. May Own Bonds; Other Transactions.

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

Section 5.05. Money Held by Bank.

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

Section 5.06. Interpleader.

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

Section 5.07. Indemnification.

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

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

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

Section 6.02. Assignment

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

Section 6.03. Notices.

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

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

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

Section 6.04. Effect of Headings.

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

Section 6.05. Successors and Assigns.

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

Section 6.06. Severability.

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

Section 6.07. Benefits of Agreement.

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

Section 6.08. Entire Agreement.

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

Section 6.09. Counterparts.

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

Section 6.10. Term and Termination.

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

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

Section 6.11. Governing Law.

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

Section 6.12. Documents to be delivered to Bank.

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

Section 6.13. Patriot Act Compliance.

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

[Signature Page Follows]

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

Fayette County School District Finance Corporation
Issuer

By: _____
Its: _____

Old National Wealth Management,
as Paying Agent and Bond Registrar

By _____
Authorized Representative

**RECORD OF BOARD PROCEEDINGS
(MINUTES)**

Fayette County Board of Education Planning Meeting
May 7, 2020

The Fayette County Board of Education met virtually at 5:30 p.m. on May 7, 2020 with the following members present:

Attendance Taken at 5:37 p.m.:

Present Board Members:

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

Administration Present

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

The purpose of the agenda planning meeting is to review the draft agenda with the Board before the Regular Board Meeting on May 7, 2020. The draft agenda is filed with the official minutes.

A. CALL TO ORDER

Ms. Stephanie Aschmann Spires called the meeting to order at 5:37 p.m.

Pursuant to KRS Chapter 61, notice is hereby given that on May 6, 2020 the Chair of the Fayette County Board of Education called a special meeting of the Board of Education for Thursday, May 7, 2020 at 5:30 p.m. The Fayette County Public Schools Board of Education will conduct a virtual meeting on Thursday, May 7, 2020 at 5:30 p.m. This will be a virtual meeting streamed online. The link for this meeting is fcps.net/virtualmeeting. This is the Board's monthly planning meeting, but is specially called because it will be conducted virtually.

Please be advised, in this state of a proclaimed national emergency and under a similar declaration by the Governor, it is not currently feasible for the Board to "provide meeting room conditions" in the face of COVID-19, a highly contagious virus that spreads between people who are in close

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

A.1. Roll Call

B. READING OF MISSION STATEMENT

C. APPROVAL OF AGENDA

C.1. Addendum:

C.1.a. _____

C.1.b. _____

C.2. Deletions:

C.2.a. _____

C.2.b. _____

D. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:

D.1. Proclamations

E. REPORTS AND COMMUNICATIONS:

E.1. Progress Reports

E.1.a. Superintendent's Report

Superintendent Emmanuel Caulk extended a welcome to any members of the public tuning in for the virtual meeting. Superintendent Caulk provided an overview of the action meeting on May 18, 2020. Title I Coordinator Mendy Mills provided information on efforts to provide a summer bridge for our students. District Coordinator of Family & Community Engagement Miranda Scully shared information on a partnership with the 16th District PTA to create an online community of support to help families.

E.1.a.1. Academic Services

E.1.a.2. Operations & Support

F. APPROVAL OF ROUTINE MATTERS:

G. APPROVAL OF CONSENT ITEMS:

G.1. Award of Bids/Proposals

G.2. Post Approval Placeholder

G.3. Special & Other Leaves of Absence

G.4. Approval of a Proposed Change Order (No. Three) to the Contract Construction of the Title IX Improvements / Softball Fieldhouse (Phase 2) at Bryan Station High School BG 15-

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G.5. Approval of a Proposed Change Order (No. Four) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Bryan Station High, Henry Clay High, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A) BG# 19-121

G.6. Approval of a Proposed Change Order (No. Five) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Bryan Station High, Henry Clay High, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A) BG# 19-121

G.7. Approval of a Proposed Change Order (No. Three) 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

G.8. Approval of a Proposed Change Order (No. One) to the Contract for the Modifications to the Front Entries and Secured Vestibules at Julius Marks, Lansdowne, Southern, Rosa Parks and Veterans Park Elementary Schools; Eastside and Southside Technical Centers; The Learning Center; and Martin Luther King Academy (GROUP C) BG# 19-123

G.9. Approval of a Proposed Change Order (No. Two) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Julius Marks, Lansdowne, Southern, Rosa Parks and Veterans Park Elementary Schools; Eastside and Southside Technical Centers; The Learning Center; and Martin Luther King Academy (GROUP C) BG# 19-123

G.10. Approval of a Proposed Change Order (No. Five) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163

G.11. Approval of Revised BG1 Project Application for the Renovation of 1555 Georgetown Road to house the STEAM Academy and the Success Academy BG# 19-163

G.12. Approval of a Proposed Change Order (No. Two) to the Contract for the for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

G.13. Approval of a Proposed Change Order (No. Five) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

G.14. Approval of a Proposed Change Order (No. Four) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

G.15. Approval of a Proposed Change Order (No. Three) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

H. APPROVAL OF ACTION ITEMS:

I. PLANNING DISCUSSION/INFORMATIONAL ITEMS:

I.1. Code of Conduct Books (PLACEHOLDER)

Discussion:

Positive Behavioral Interventions and Supports Coach Dedeeh Massey provided an update on changes to the student code of conduct for the 2020-2021 school year.

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I.2. Girls Stem School (PLACEHOLDER)

Discussion:

Director of Teaching and Learning Soraya Matthews provided information related to the opening of our Girls STEM School calendars. She shared an early start and regular start calendar.

I.3. Monthly Financial Report (PLACEHOLDER)

I.4. School Activity Fund Tentative Budget 2020/21 (PLACEHOLDER)

I.5. School Activity Fund (PLACEHOLDER)

I.6. Personnel Changes

I.7. Interfund Transfer Report

I.8. 2020-2021 Tentative Budget (PLACEHOLDER)

Discussion:

Members of the district leadership team shared information about the 2020-2021 Tentative Budget.

I.9. 2020-2021 Salary Schedule (PLACEHOLDER)

I.10. Position Control Document

J. ORAL COMMUNICATIONS:

J.1. Board Request Summary

J.1.a. _____

J.1.b. _____

J.1.c. _____

J.2. Other Business

J.2.a. Board Discussion of Board Work

J.2.b. Staff

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

Motion Passed: *A motion to make the agenda dated May 7, 2020 on which action has been take a part of the minutes as copied in the minutes verbatim passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.*

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

L. CLOSED SESSION:

L.1. Reconvene in Open Session

M. ADJOURNMENT:

Motion Passed: *A motion to adjourn the meeting at 8:41 p.m. passed with a motion by Mr. Tyler Murphy and a second by Mr. Raymond Daniels.*

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

Stephanie Aschmann Spires, Chair

Emmanuel Caulk, Superintendent and
Secretary to the Board

**RECORD OF BOARD PROCEEDINGS
(MINUTES)**

Board of Education Special Meeting
May 14, 2020

The Fayette County Board of Education met virtually at 1:30 p.m. on May 14, 2020 with the following members present:

Attendance Taken at 1:34 p.m.:

Present Board Members:

Mr. Raymond Daniels

Mr. Daryl Love was updated to present at 3:15 p.m.

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

Administration Present

Emmanuel Caulk, Superintendent

Shelley Chatfield, General Counsel

Kate McAnelly, Chief Academic Officer

Schuronda Morton, Acting Senior Director of Leadership

Myron Thompson, Chief Operating Officer

John White, Chief Financial Officer

A. CALL TO ORDER

Ms. Stephanie Spires called the meeting to order at 1:33 p.m.

B. ROLL CALL

C. READING OF MISSION STATEMENT

Mr. Ray Daniels read the Mission Statement.

D. PURPOSE OF MEETING

Pursuant to KRS Chapter 61, notice is hereby given that on May 13, 2020 the Chair of the Fayette County Board of Education called a special meeting of the Board of Education for Thursday, May 14, 2020 at 1:30 p.m. The Fayette County Public Schools Board of Education will conduct a virtual meeting on Thursday, May 14, 2020 at 1:30 p.m. This will be a virtual meeting streamed online for the purpose of a budget work session. The link for this meeting is fcps.net/virtualmeeting.

Please be advised, in this state of a proclaimed national emergency and under a similar declaration by the Governor, it is not currently feasible for the Board to “provide meeting room conditions” in

the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another (within about 6 feet). Under these exceptional circumstances in which the Commonwealth of Kentucky is confronting a worldwide pandemic while nevertheless needing to accomplish critical public business, pursuant to KRS 61.840, the Fayette County Public Schools Board of Education will not provide a primary physical location for public viewing and will proceed pursuant to KRS 61.826 with concessions outlined in the Attorney General's Opinion OAG 20-05. Thus, the public can access the media via the live stream, but cannot be physically present at the meeting.

E. DISCUSSION/INFORMATIONAL ITEMS:

E.1. Excellent Supports

Discussion:

Chief Financial Officer John White provided an overview of the budget process and timeline. Interim Director of Student Support Services Doug Adams shared information on the services provided by his department.

E.2. Excellent Staff

Discussion:

Human Resources Director Jennifer Dyar presented an overview on recruiting and retaining excellent staff, new employee orientation and the new teacher induction program. Associate Director of Instructional Technology Amy Johns provided an overview on general OIT responsibilities, Digital Learning Coaches and STEM Learning Coaches,

E.3. Excellent Schools

Discussion:

Locust Trace AgriScience Center Principal Anne Demott presented on the programs offered at her school. STEAM Academy Principal Tina Stevenson provided an overview of the programs offered at her school. Director of Teaching and Learning Soraya Matthews provided an overview of the new Girls STEM Program. Senior Director of School Leadership Schuronda Morton provided an update on the progress being made at the district's two Promise Academies.

F. ADJOURNMENT:

Motion Passed: *A motion to adjourn the meeting at 3:32 p.m. passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels.*

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

Stephanie Aschmann Spires, Chair

Emmanuel Caulk, Superintendent and
Secretary to the Board

**RECORD OF BOARD PROCEEDINGS
(MINUTES)**

Board of Education Regular Meeting
May 18, 2020

The Fayette County Board of Education met virtually at 6 p.m. on May 18, 2020 with the following members present:

Attendance Taken at 6:04 p.m.:

Present Board Members:

Mr. Raymond Daniels

Mr. Daryl Love

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

Administration Present

Emmanuel Caulk, Superintendent

Shelley Chatfield, General Counsel

Kate McAnelly, Chief Academic Officer

Schuronda Morton, Acting Senior Director of Leadership

Myron Thompson, Chief Operating Officer

John White, Chief Financial Officer

A. CALL TO ORDER

Ms. Stephanie Aschmann Spires called the meeting to order at 6:03 p.m.

Pursuant to KRS Chapter 61, notice is hereby given that on May 15, 2020 the Chair of the Fayette County Board of Education called a special meeting of the Board of Education for Monday, May 18, 2020 at 6 p.m. The Fayette County Public Schools Board of Education will conduct a virtual meeting on Monday, May 18, 2020 at 6 p.m. This will be a virtual meeting streamed online. The link for this meeting is fcps.net/virtualmeeting. This is the Board's monthly regular meeting, but is specially called because it will be conducted virtually.

Please be advised, in this state of a proclaimed national emergency and under a similar declaration by the Governor, it is not currently feasible for the Board to "provide meeting room conditions" in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another (within about 6 feet). Under these exceptional circumstances in which the Commonwealth of Kentucky is confronting a worldwide pandemic while nevertheless needing to accomplish critical public business, pursuant to KRS 61.840, the Fayette County Public Schools

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Board of Education will not provide a primary physical location for public viewing and will proceed pursuant to KRS 61.826 with concessions outlined in the Attorney General's Opinion OAG 20-05. Thus, the public can access the media via the live stream, but cannot be physically present at the meeting.

A.1. Roll Call

B. READING OF MISSION STATEMENT

Ms. Christy Morris read the Mission Statement.

C. APPROVAL OF AGENDA

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

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

C.1. Addendum:

C.1.a. _____

C.1.b. _____

C.2. Deletions:

C.2.a. _____

C.2.b. _____

D. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:

D.1. Proclamations

D.1.a. National Internet Safety Month

Motion Passed: *A motion to adopt the proclamation celebrating June 2020 as Internet Safety Month passed with a motion by Mr. Raymond Daniels and a second by Mr. Tyler Murphy.*

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

E. REPORTS AND COMMUNICATIONS:

E.1. Progress Reports

E.1.a. Superintendent's Report**E.1.a.1. Academic Services****E.1.a.2. Operations & Support**

Discussion:

Chief Operating Officer Myron Thompson provided the monthly construction report on the renovation of the STEAM and Success Academies, where construction is 63 percent complete. The 450 Park Place Central Office is 21 percent complete.

F. APPROVAL OF ROUTINE MATTERS:

Motion Passed: *A motion to approve the minutes of the April 13, 2020 planning meeting and the April 27, 2020 regular board meeting passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels.*

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

F.1. Minutes of the April 13, 2020 Board Planning Meeting**F.2. Minutes of the April 27, 2020 Regular Board Meeting****G. APPROVAL OF CONSENT ITEMS:**

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

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

G.1. Award of Bids/Proposals**G.2. Post Approval Report****G.3. Special & Other Leaves of Absence****G.4. Professional Leave by District Personnel****G.5. Approval of a Proposed Change Order (No. Three) to the Contract Construction of the Title IX Improvements / Softball Fieldhouse (Phase 2) at Bryan Station High School BG 15-153****G.6. Approval of a Proposed Change Order (No. Four) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Bryan Station High, Henry Clay High, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A) BG# 19-121**

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G.7. Approval of a Proposed Change Order (No. Five) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Bryan Station High, Henry Clay High, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A) BG# 19-121

G.8. Approval of a Proposed Change Order (No. Three) 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

G.9. Approval of a Proposed Change Order (No. One) to the Contract for the Modifications to the Front Entries and Secured Vestibules at Julius Marks, Lansdowne, Southern, Rosa Parks and Veterans Park Elementary Schools; Eastside and Southside Technical Centers; The Learning Center; and Martin Luther King Academy (GROUP C) BG# 19-123

G.10. Approval of a Proposed Change Order (No. Two) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Julius Marks, Lansdowne, Southern, Rosa Parks and Veterans Park Elementary Schools; Eastside and Southside Technical Centers; The Learning Center; and Martin Luther King Academy (GROUP C) BG# 19-123

G.11. Approval of a Proposed Change Order (No. Five) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163

G.12. Approval of Revised BG1 Project Application for the Renovation of 1555 Georgetown Road to house the STEAM Academy and the Success Academy BG# 19-163

G.13. Approval of a Proposed Change Order (No. Two) to the Contract for the for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

G.14. Approval of a Proposed Change Order (No. Five) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

G.15. Approval of a Proposed Change Order (No. Four) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

G.16. Approval of a Proposed Change Order (No. Three) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

H. APPROVAL OF ACTION ITEMS:

H.1. Code of Conduct Books

Motion Passed: *A motion to approve the 2020-21 FCPS Student Code of Conduct for printing passed with a motion by Mr. Daryl Love and a second by Ms. Christy Morris.*

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

H.2. KETS Offer of Assistance

Motion Passed: *A motion to approve the FY20 KETS Offer of Assistance in the amount of \$773,547 passed with a motion by Mr. Daryl Love and a second by Ms. Christy Morris.*

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

H.3. Girls STEM Instructional Calendar for 2020-2021

Motion Passed: *A motion to approve the 2020-2021 instructional calendar for the Girls STEM school passed with a motion by Ms. Christy Morris and a second by Mr. Daryl Love.*

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

H.4. Nontraditional Instruction Program 2020-21 Application Request

Discussion:

Senior Director of School Leadership Schuronda Morton and Chief Academic Officer Kate McAnelly provided information about the application request to use Non-Traditional Instruction during the 2020-2021 school year.

Motion Passed: *A motion to approve the 2020-21 Non-Traditional Instruction Program Application passed with a motion by Mr. Daryl Love and a second by Mr. Raymond Daniels.*

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

H.5. Monthly Financial Report

Discussion:

Finance Director Rodney Jackson provided the monthly financial report for April. The total revenue was \$418 million and expenditures totaled \$114 million including encumbrances. The total general balance sheet reflected total assets of \$126 million and total liabilities of \$11 million.

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

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

I. DISCUSSION/INFORMATIONAL ITEMS:

I.1. School Activity Fund Report

I.2. School Activity Fund Tentative Budget Report 2020/21

I.3. Personnel Changes

I.4. Interfund Transfer Report

I.5. Online Learning Platform for Literacy & Mathematics

Discussion:

Title I Coordinator Mendy Mills provided information about an online learning platform that provides adaptive one-to-one, intensive instruction and scaffolded supports in both literacy and mathematics for all learners in grades PK – 8, including English learners, struggling students, students with special needs, and gifted students. She explained that the platform has the flexibility to serve as a supplemental support to core classroom instruction and as an alternative to face-to-face instruction for summer learning and in the event of future extended school closures.

I.6. Excellent Relationships Part of the 2020-2021 Tentative Budget Presentation

Discussion:

Economic Development and Supplier Diversity Manager Marilyn Clark and Equity Officer Darryl Thompson provided information related to the tentative budget.

I.7. 2020-2021 Tentative Budget

Discussion:

Budget Director Julane Mullins provided information on the 2020-2021 Tentative Budget and explained that state law and regulations require that the Board of Education adopt a Tentative Budget for 2020-2021 prior to May 31, 2020.

I.8. 2020-2021 Salary Schedule

I.9. Position Control Document

J. ORAL COMMUNICATIONS:

J.1. Board Request Summary

J.1.a. _____

J.1.b. _____

J.1.c. _____

J.2. Other Business

J.2.a. Board Discussion of Board Work

J.2.b. Staff**K. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:****L. CLOSED SESSION:****L.1. Reconvene in Open Session****M. ADJOURNMENT:**

Motion Passed: *A motion to adjourn the meeting at 8:44 p.m. passed with a motion by Mr. Raymond Daniels and a second by Mr. Tyler Murphy.*

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

Stephanie Aschmann Spires, Chair

Emmanuel Caulk, Superintendent and
Secretary to the Board

**RECORD OF BOARD PROCEEDINGS
(MINUTES)**

Board of Education Special Meeting
May 26, 2020

The Fayette County Board of Education met at 701 East Main Street, Lexington, KY 1:30 p.m. on May 26, 2020 with the following members present:

Attendance Taken at 1:37 p.m.:

Present Board Members:

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

Administration Present

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

A. CALL TO ORDER

Ms. Stephanie Aschmann Spires called the meeting to order at 1:38 p.m.

B. ROLL CALL

C. READING OF MISSION STATEMENT

D. PURPOSE OF MEETING

Pursuant to KRS Chapter 61, notice is hereby given that on May 22, 2020 the Chair of the Fayette County Board of Education called a special meeting of the Board of Education for Tuesday, May 26, 2020 at 1:30 p.m. The Fayette County Public Schools Board of Education will conduct a virtual meeting on Tuesday, May 26, 2020 at 1:30 p.m. This will be a virtual meeting streamed online for the purpose of board consideration and approval of the vendor for the Online Summer Learning Platform, 2020-2021 Tentative Budget and 2020-2021 Salary Schedules. The link for this meeting is fcps.net/virtualmeeting.

Please be advised, in this state of a proclaimed national emergency and under a similar declaration by the Governor, it is not currently feasible for the Board to “provide meeting room conditions” in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another (within about 6 feet). Under these exceptional circumstances in which the Commonwealth of Kentucky is confronting a worldwide pandemic while nevertheless needing to accomplish critical public business, pursuant to KRS 61.840, the Fayette County Public Schools Board of Education will not provide a primary physical location for public viewing and will proceed pursuant to KRS 61.826 with concessions outlined in the Attorney General’s Opinion OAG 20-05. Thus, the public can access the media via the live stream, but cannot be physically present at the meeting.

E. APPROVAL OF ACTION ITEMS:

E.1. Vendor for Online Summer Learning Platform

Motion Passed: *A motion to purchase Imagine Learning as an Online Learning Platform for Literacy and Mathematics for the 2020-2021 school year passed with a motion by Ms. Christy Morris and a second by Mr. Tyler Murphy.*

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

E.2. 2020-2021 Tentative Budget

Motion Passed: *A motion to approve the Fayette County Public Schools 2020-2021 Tentative Budget and instruct the Superintendent to submit the Tentative Budget to the Kentucky Department of Education passed with a motion by Mr. Daryl Love and a second by Mr. Raymond Daniels.*

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

E.3. 2020-2021 Salary Schedule

Motion Passed: *A motion to approve the 2020-2021 Salary Schedules for the following: Teachers’ Salary Schedule; Occupational Therapist/Physical Therapists; Law Enforcement Lieutenants Salary Schedule; Family Resource and Youth Service Center Coordinators Salary Schedule and Classified Hourly Employees Single Salary Schedule. Approve the 2020-2021 Salary Schedules as presented for the following: Certified Salary Schedule Index; Supplemental Salary Schedule for Academics; Supplemental Salary Schedule for Athletics; Administrative Additive Schedule for Administrative and Supervisory Personnel; Substitute Teacher Salary Schedule and*

Student Workers Salary Schedule, passed with a motion by Mr. Raymond Daniels and a second by Ms. Christy Morris.

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

F. ADJOURNMENT:

Motion Passed: *A motion to adjourn the meeting at 2:29 p.m. passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.*

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

Stephanie Aschmann Spires, Chair

Emmanuel Caulk, Superintendent and
Secretary to the Board

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

MEETING: Regular

DATE: 6/15/2020

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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AWARD OF BIDS/PROPOSALS

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

BIDS/PROPOSALS

BID	MAILING ROSTER	DEPARTMENT	RESPONSE – NUMBER RECEIVED
1. RFP 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

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

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.

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."

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."

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."

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."

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: Regular

DATE: 6/22/2020

TOPIC: Post Approval Agenda

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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ACTIONS FOR POST APPROVAL AND CLAIMS

June 22, 2020

Check #

348787 – 349197 AP052720	\$428,423.67
349198 – 349299 AP052820	\$219,167.04
349300 – 349530 AP060820	\$384,293.56
EFT 90062048 – 90062092 AP052120	\$253,421.92
EFT 90062093 – 90062148 AP052120	\$135,969.44
EFT 90062149 – 90062149 AP052720	\$43,392.87
EFT 90062150 – 90062182 AP052820	\$88,468.65
EFT 90062183 – 90062216 AP052820	\$151,249.88
EFT 90062217 – 90062217 AP051820	\$678,734.63
EFT 90062218 – 90062218 AP051920	\$415,539.95
EFT 90062219 – 90062219 AP052620	\$1,180,203.63
EFT 90062220 – 90062220 AP052720	\$713,799.19
EFT 90062221 – 90062221 AP060120	\$653,310.68
EFT 90062222 – 90062222 AP060420	\$1,021,909.75
EFT 90062223 – 90062271 AP060820	\$570,217.02
EFT 90062272 – 90062345 AP060820	\$1,620,378.39

POST APPROVAL TOTAL FOR JUNE 8, 2020.....\$8,558,480.27

349531 – 349671 AP061120	\$733,830.88
349672 – 349869 AP062220	\$1,526,768.25
EFT 90062364 – 90062392 AP061120	\$303,700.44
EFT 90062393 – 90062457 AP061120	\$480,261.21
EFT 90062459 – 90062512 AP062220	\$3,064,871.92
EFT 90062513 – 90062598 AP062220	\$861,236.89

POST APPROVAL TOTAL FOR JUNE 22, 2020.....\$6,970,669.59

TOTAL CLAIMS AND POST APPROVALS FOR JUNE 2020\$15,529,149.86

Bank Transfer to cover Payroll 052820.....	\$15,000,000
Bank Transfer to cover Payroll 061220.....	\$15,000,000

Food Service

Check #

28508 – 28526 FS060820.....	\$23,705.84
28527 – 28540 FS062220.....	\$28,372.22
EFT 90061965 – 90062046 FT051920.....	\$76,209.94
EFT 90062047 – 90062047 FT052220.....	\$3,057.48
EFT 90062346 – 90062363 FT060920.....	\$21,134.63
EFT 90062458 – 90062458 FT061820.....	\$3,403.35

TOTAL REGULAR CLAIMS FOR JUNE 2020\$155,883.46

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

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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: 6/22/2020

TOPIC: Professional Leave By District Personnel

PREPARED BY: Jennifer Dyar

Recommended Action on: 6/22/2020

Action Item for Vote (REGULAR 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: \$563.96

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	\$0.00	\$109,205.29
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	\$563.96	\$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	\$563.96	\$2,470,512.57

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PROFESSIONAL LEAVE BY DISTRICT PERSONNEL
ADDITION SINCE PLANNING MEETING

1 Professional Leave Requests Recommended:

<u>Professional Meeting</u>				<u>Reimbursement</u>	
<u>Location & Dates</u>	<u>Staff Member</u>	<u>School</u>	<u>Substitute</u>	<u>Funding Sources</u>	<u>Total Cost</u>
* 2019 Scott Trimble Workshop Louisville, KY October 28-29, 2019 Work Days - 2 Purpose	Quentin York	IAKSS	NO	Title II	\$563.96
	To develop and extend the knowledge and skills related to the assessment process.				

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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Superintendent Emmanuel Caulk

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

**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

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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:			
• 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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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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- 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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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

**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

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

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: Regular

DATE: 6/22/2020

TOPIC: Annual KSBA Policy Updates

PREPARED BY: Shelley Chatfield

Recommended Action on: 6/22/2020

Action Item for Vote (REGULAR MEETING)

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): Policy 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

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 160.180 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

²KRS 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 158.441

²704 KAR 7:160

³20 U.S.C. 1232(g)(a)(4)(ii); 34 C.F.R. § 99.8

⁴KRS 161.011

⁵KRS 61.902 – KRS 61.930; KRS 527.020; KRS 527.070

⁶KRS 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 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~~ 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/3013RequestfromthePublicforCANCHECKSANDCentralRegistryChecks.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~~ ~~2018~~ Budget Bill (HB 352)
702 KAR 3:100; 702 KAR 3:110; 702 KAR 3:246; OAG 67-510

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RELATED POLICIES:

01.11; 02.4242; 02.4331; 04.91; 08.5

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. 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.

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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.

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

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RELATED POLICIES:

03.11; 03.13251; 03.1327; 03.17

03.21; 03.23251; 03.2327; 03.27

09.4232; 10.5

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 forwill 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~~^{bound} 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:

¹~~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:

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

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.

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

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

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: Regular

DATE: 6/22/2020

TOPIC: Employee Leave Policy Updates

PREPARED BY: John White

**Recommended Action on: 6/22/2020
Action Item For Vote (Regular Meeting)**

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

PERSONNEL

03.122

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-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: Regular

DATE: 6/22/2020

TOPIC: Addendum contract Re-Employing Superintendent

PREPARED BY: Tanya Dailey

Recommended Action on: 6/22/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve the addendum contract re-employing Superintendent Caulk for a term commencing July 1, 2019 to June 30, 2023.

Background/Rationale: The Superintendent and Board desire to improve their working relationship with the intent to enhance administrative and leadership stability and to increase the quality of the overall educational program of the School District. The Superintendent believe that this addendum is beneficial in describing specifically their relationship and to serve as the basis of effective communication between the parties as the parties fulfill their respective functions in the operation of the Fayette County Public Schools.

Policy: N/A

Fiscal Impact: N/A

Attachments(s): contract

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

**ADDENDUM TO CONTRACT
RE-EMPLOYING SUPERINTENDENT**

This Addendum to Contract Re-Employing Superintendent, by and between the Board of Education of Fayette County, Kentucky (hereinafter “BOARD”), and EMMANUEL CAULK, M.Ed., J.D., Superintendent (hereinafter “SUPERINTENDENT”), made and entered into this the _____ day of June, 2020, pursuant to, *inter alia*, KRS 160.350.

WITNESSETH:

WHEREAS, the parties entered into a renewed contract of employment for a term commencing July 1, 2019, to June 30, 2023;

WHEREAS, without modifying either the term of years or the compensation under the renewed contract of employment, the SUPERINTENDENT and BOARD desire to improve their working relationship with the intent to enhance administrative and leadership stability and to increase the quality of the overall educational program of the School District; and

WHEREAS, the BOARD and the SUPERINTENDENT believe that this addendum is beneficial in describing specifically their relationship and to serve as the basis of effective communication between the parties as the parties fulfill their respective functions in the operation of the Fayette County Public Schools.

NOW THEREFORE, in consideration of the mutual benefits stated above, the BOARD and the SUPERINTENDENT agree as follows:

1. The BOARD agrees to the fulfillment of Standards of Practice as follows:
 - Place the interests of students above all others in every decision that we make;
 - Uphold all applicable federal and state laws and regulations;
 - Abide by the policies of the Board, and work with fellow governance team members to change those policies as needed to improve student learning;
 - Maintain an unwavering focus on the achievement of all students regardless of race, class, ethnicity, gender, socio-economic status, special need or English language proficiency;
 - Not use our positions for personal or partisan gain;
 - Model continuous learning and improvement in our roles as members of the governance team;
 - Maintain a strategic plan for the district that clearly defines success and accountability for the board, the staff, and our students;
 - Focus on the policy work of the Board and monitor progress on the indicators of success in our strategic plan, leaving the day-to-day operation of the district to the superintendent and staff;
 - Base our decisions upon available facts, vote our convictions, avoid bias, and uphold and support the decisions of the majority of the Board once a decision is made;

____ Caulk Initials

Chairperson Initials ____

- Work to build trust between and among Board members and the superintendent by treating everyone with dignity and respect, even in times of disagreement;
- Maintain the confidentiality of privileged information including that shared in executive sessions of the Board;
- Recognize that authority rests only with decisions made by a majority of the Board and make no independent commitments or take any independent actions that may compromise the Board as a team;
- Refer constituent complaints and concerns to the superintendent;
- Respect the leadership roles of the Board chair and superintendent.

3. Other than as set forth and amended in ¶1 above, the parties agree to in all respects be bound by the Contract Re-Employing Superintendent dated January 2019, and state that Contract remains in full force and effect.

4. If, during the term of the Contract Re-Employing Superintendent it is found that a specific provision is illegal under State or Federal law, the remainder of the Contract Re-Employing Superintendent not affected shall be enforced.

5. This Addendum shall be executed in duplicate originals.

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this Addendum to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

ATTEST:

BY: _____
Chairperson

Board Secretary

Date

COMMONWEALTH OF KENTUCKY)

) Sgt.

COUNTY OF _____)

Subscribed and sworn to before me by _____, Chairperson, on this the ____ day of June, 2020.

My Commission Expires: _____, 20__.

NOTARY PUBLIC

____ Caulk Initials

Chairperson Initials ____

SUPERINTENDENT

Emmanuel Caulk

Date

COMMONWEALTH OF KENTUCKY)

) Sct.

COUNTY OF _____

)

Subscribed and sworn to before me by Emmanuel Caulk on this the ____ day of June,
2020.

My Commission Expires: _____, 20____.

NOTARY PUBLIC

____ Caulk Initials

Chairperson Initials ____

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

MEETING: Regular

DATE: 6/22/2020

TOPIC: CONTRACT – Kentucky Writing Project

PREPARED BY: Dr. Soraya Matthew and Erin Manna

Recommended Action on: 6/22/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve a contract with Kentucky Writing Project

Background/Rationale: Board Policy 01.11 states that contracts with the district with an expenditure amount above \$20,000 must be approved by a vote of the Board. This month District staff would like to enter into an agreement with Kentucky Writing Project to provide professional learning to schools under the Striving Readers Comprehensive Literacy Grant.

Policy: .1.11

Fiscal Impact: \$30,000

Attachments(s): N/A

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CONTRACT

THIS CONTRACT is entered into this 15 day of February, 2020, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 701 East Main Street, Lexington, Kentucky 40502 ("Board") and **Kentucky Writing Project, Porter College of Education and Human Development 105, 1905 S. 1st Street, University of Louisville, Louisville, KY 40292** ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **Curriculum, Instruction, and Assessment (CIA)** has established the need to **provide professional learning around best practices in writing for schools under the Striving Readers Comprehensive Literacy (SRCL) Grant** and has determined that this need cannot be met by existing district staff.

Kentucky Writing Project provides **professional learning around scaffolding, teaching writing to EL students, growth mindset, in-class coaching, providing feedback to writing assignments across the content areas, and Genius Hour projects** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **professional learning for writing to teachers in the SRCL schools**.

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 **CIA department**, as an independent contractor, services under the direction of **Erin Manna and Soraya Matthews**.
2. The second party shall provide **professional learning on scaffolding writing instruction in the whole group setting, writing strategies for EL students, creating digital learning opportunities for students, and incorporating authentic writing through Genius Hour projects for the 2018-2019 school year**.
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$25,000**. Additional expenses to be reimbursed are **travel**, with a total amount of this contract not exceeding **\$30,000**.
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.
10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.
11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).
12. Any contractor working on school property while students are present. must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.
13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.
14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.
15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.
17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.
18. This agreement will be in effect from February 15, 2020, through September 30, 2020, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

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

Principal/Director's Approval

**BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY**

Date

Emmanuel Caulk, Superintendent

Date

Kentucky Writing Project

Date

**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.

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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.

/

**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.	<p>The district assures compliance with KRS 158.791 which requires:</p> <table border="1"> <tr> <td data-bbox="191 816 390 946">Elementary Schools to:</td> <td data-bbox="401 816 1717 946"></td> </tr> <tr> <td data-bbox="348 979 390 1011">a.</td> <td data-bbox="401 979 1717 1011">Provide comprehensive school-wide reading program;</td> </tr> <tr> <td data-bbox="348 1044 390 1076">b.</td> <td data-bbox="401 1044 1717 1125">Provide diagnostic reading assessments and intervention services for those students who need them to learn to read at the proficient level;</td> </tr> <tr> <td data-bbox="348 1157 390 1190">c.</td> <td data-bbox="401 1157 1717 1190">Ensure quality instruction by highly trained teachers;</td> </tr> <tr> <td data-bbox="348 1222 390 1255">d.</td> <td data-bbox="401 1222 1717 1304">Provide high quality library media programming; (defined in KDE's Beyond Proficiency @ your library)</td> </tr> <tr> <td data-bbox="191 1336 390 1466">Middle and High Schools:</td> <td data-bbox="401 1336 1717 1466"></td> </tr> <tr> <td data-bbox="191 1482 1717 1523"></td> <td data-bbox="401 1482 1717 1523"></td> </tr> </table>	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:				* Yes ▼
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	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;	
	b.	Ensure that teachers have the skills to help all students develop critical strategies and skills for subject-based reading.	
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 ▼

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*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.	
		i. 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-	
		1) Directly to the parent or emancipated child, in which case the local operating agency must follow up directly with the parent or child; or	

		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 ▼

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***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:

295	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.		* 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 ▼

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*** 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.	* 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.	* 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: Pay Date Schedule FY21

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 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.

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

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: Regular

DATE: 6/22/2020

TOPIC: Monthly Financial Reports

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

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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

K.16 MONTHLY FINANCIAL REPORTS

BACKGROUND AND RATIONALE:

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

For the month ending as of MAY 31, 2020, the reports include:

1. Treasurer's Report of Revenue summary in **General Fund 1** for the period ending MAY 31, 2020.
2. Treasurer's Report of Expenses in **General Fund 1** for the period ending MAY 31, 2020.

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

PROPOSAL: Not Applicable

RATIONALE:

	ACTUAL	2020 FY % YTD	2019 FY % YTD	% CHANGE 2019 to 2020 FY
TOTAL REVENUE through MAY 31, 2020	\$437,481,732	75%	75%	0%
TOTAL EXPENDITURES through MAY 31, 2020	\$335,628,177	58%	55%	3%
GENERAL FUND BALANCE as of MAY 31, 2020	\$101,853,555			

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

STAFF CONTACT: Rodney Jackson, Director of Finance

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

RECOMMENDATION: A motion is in order to:

"Accept the Monthly Treasurer's Report of Revenue/Expense reports as presented to the Board."

General Fund Review

	FY 2019 - 2020				FY 2018 - 2019			
	Working Budget	YTD Adjusted Budget	YTD Actual thru May 31	% Realized	Working Budget	YTD Adjusted Budget	YTD Actual thru May 31	% Realized
Total Revenues	\$ 582,314,579	\$ 582,438,994	\$ 437,481,732	75.1%	\$ 511,969,366	\$ 557,081,412	\$ 415,169,178	74.5%
Total Expenses	\$ 582,314,579	\$ 582,438,994	\$ 335,628,177	57.6%	\$ 511,969,366	\$ 557,081,412	\$ 303,359,181	54.5%
General Fund Balance			<u>\$ 101,853,555</u>				<u>\$ 111,809,997</u>	
Encumbrances			\$ 8,745,054				\$ 5,487,416	

**FAYETTE COUNTY PUBLIC SCHOOLS
REVENUES AND EXPENDITURES
FOR THE MONTH ENDED
MAY 2020**

REVENUES

Revenue from local sources:	
Taxation	\$278,940,262.47
Investment earnings	\$1,237,154.58
Other revenue	<u>\$84,537,520.74</u>
Total revenue from local sources	\$364,714,937.79
Revenue from state sources	\$133,735,223.77
Revenue from federal sources	\$37,204,783.04
On-Behalf sources	\$2,261,014.00
Beginning Balance	\$103,319,763.69
Transfers	<u>\$0.00</u>
TOTAL REVENUES	<u>\$641,235,722.29</u>

EXPENDITURES

Salaries:	
Instructional	\$219,303,278.19
District Administrative	\$14,996,133.99
School Administrative	\$23,457,582.32
Operations & Support	\$19,371,601.36
Transportation	\$15,131,791.54
Food Service	<u>\$9,510,498.48</u>
Total salaries	\$301,770,885.88
Vendor Payments	\$103,297,119.28
Transfers and on-behalf payments	<u>\$83,412,682.88</u>
TOTAL EXPENDITURES	<u>\$488,480,688.04</u>

NET INCREASE/(DECREASE) IN NET ASSETS/FUND BALANCES	<u>\$152,755,034.25</u>
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Statement of Revenues Expenditures and Changes In Fund Balances
May 2020

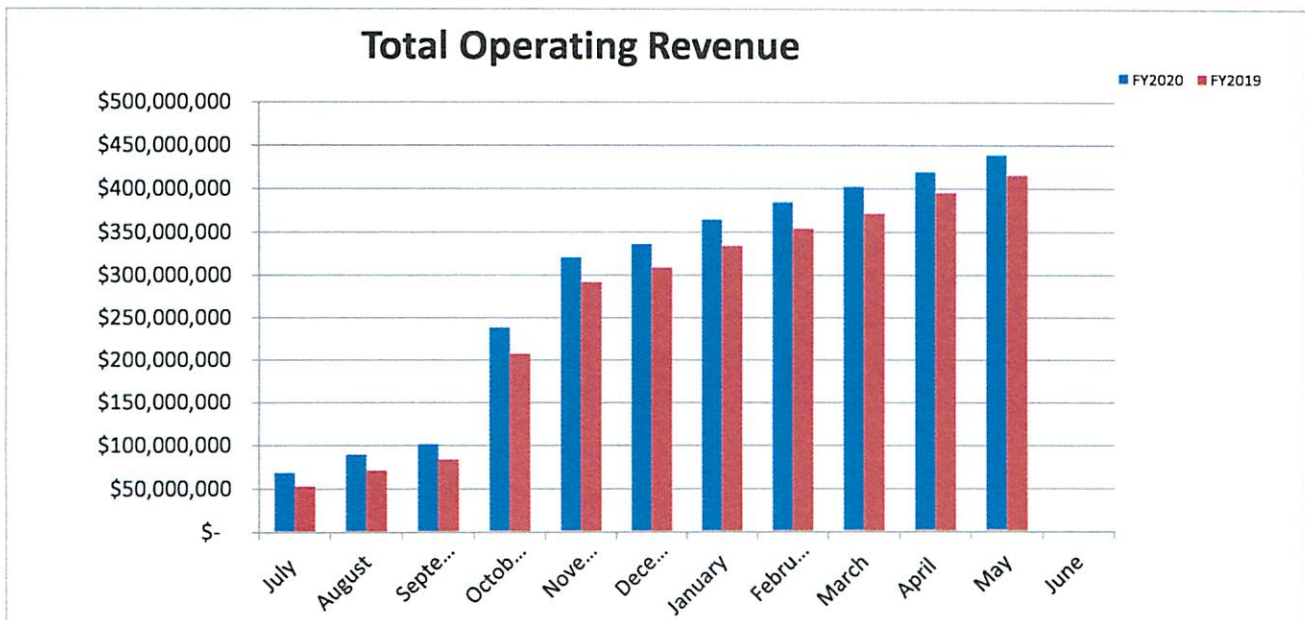
Fayette County School District

	Fund 1 General Fund	Fund 2 & 22 Special Revenue	Fund 310 Capital Outlay	Fund 320 Building	Fund 360 Construction	Fund 400 Debt Service	Fund 51 Food Service	Fund 52 Day Care	Fund 7000 Fiduciary	TOTAL
Revenues										
Revenues from local sources										
Taxes:										
Property taxes	215,918,035.31	-	-	33,207,470.00	-	-	-	-	-	249,125,505.31
Motor vehicle taxes	10,021,336.27	-	-	1,026,388.90	-	-	-	-	-	11,047,725.17
Utility taxes	18,767,031.99	-	-	-	-	-	-	-	-	18,767,031.99
Taxation revenue	244,706,403.57	-	-	34,233,858.90	-	-	-	-	-	278,940,262.47
Investment earnings	1,057,120.95	-	-	-	-	180,033.63	-	-	-	1,237,154.58
Other revenue	30,995,388.14	2,732,616.08	-	-	45,388,526.17	-	2,719,740.64	2,644,012.51	57,237.20	84,537,520.74
Total revenue from local sources	276,758,912.66	2,732,616.08	-	34,233,858.90	45,388,526.17	180,033.63	2,719,740.64	2,644,012.51	57,237.20	364,714,937.79
Revenue from state sources	85,922,635.62	12,929,028.18	3,726,894.00	-	-	30,947,264.77	209,401.20	-	-	133,735,223.77
On-Behalf sources	2,261,014.00	-	-	-	-	-	-	-	-	2,261,014.00
Revenue from federal sources	1,363,563.99	20,569,794.51	-	-	100,332.96	-	15,171,091.58	-	-	37,204,783.04
Beginning Balance	71,175,605.63	571,355.40	-	-	25,105,339.17	-	4,240,132.87	1,934,084.19	293,246.43	103,319,763.69
	-	-	-	-	-	-	-	-	-	-
Total Revenues	437,481,731.90	36,802,794.17	3,726,894.00	34,233,858.90	70,594,198.30	31,127,298.40	22,340,366.29	4,578,096.70	350,483.63	641,235,722.29
Expenditures										
Instructional	197,150,115.49	22,153,162.70	-	-	-	-	-	-	-	219,303,278.19
District Administration	12,542,588.75	2,453,545.24	-	-	-	-	-	-	-	14,996,133.99
School Administration	21,170,325.49	161,948.90	-	-	-	-	-	2,125,307.93	-	23,457,582.32
Operations & Support	19,033,144.48	338,456.88	-	-	-	-	-	-	-	19,371,601.36
Transportation	15,131,791.54	-	-	-	-	-	-	-	-	15,131,791.54
Food Service	1,259,340.84	-	-	-	-	-	8,251,157.64	-	-	9,510,498.48
Total Salaries and Benefits	266,287,306.59	25,107,113.72	-	-	-	-	8,251,157.64	2,125,307.93	-	301,770,885.88
Vendor Payments	49,266,236.94	8,293,134.88	-	-	35,960,357.94	-	9,327,437.41	404,114.91	45,837.20	103,297,119.28
Transfers and on-behalf payments	20,074,632.98	1,207,306.64	2,395,184.38	28,422,396.01	-	30,947,264.77	365,898.10	-	-	83,412,682.88
Total Expenditures	335,628,176.51	34,607,555.24	2,395,184.38	28,422,396.01	35,960,357.94	30,947,264.77	17,944,493.15	2,529,422.84	45,837.20	488,480,688.04
Fund Balance	101,853,555.39	2,195,238.93	1,331,709.62	5,811,462.89	34,633,840.36	180,033.63	4,395,873.14	2,048,673.86	304,646.43	152,755,034.25

	Revenues	Expenditures	Change In NA/FB
Governmental	\$ 613,966,775.67	\$ 467,960,934.85	\$ 146,005,840.82
Proprietary	\$ 26,918,462.99	\$ 20,473,915.99	\$ 6,444,547.00
Fiduciary	\$ 350,483.63	\$ 45,837.20	\$ 304,646.43
Fund Balance	\$ 641,235,722.29	\$ 488,480,688.04	\$ 152,755,034.25

**FAYETTE COUNTY BOARD OF EDUCATION
FINANCIAL SUPPORT SERVICES TREASURER'S REPORT
FOR THE MONTH ENDING MAY 31, 2020
92% of the 2019-2020 FISCAL YEAR IS COMPLETE**

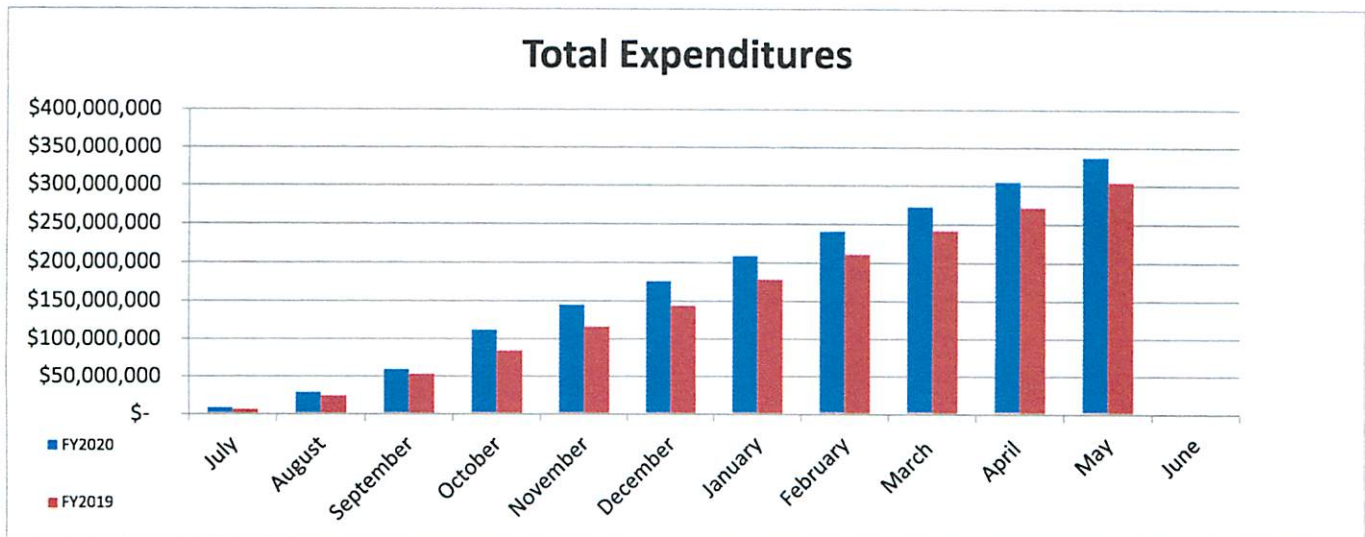
GENERAL FUND 1 REPORT	BOARD APPROVED WORKING BUDGET 19-20	YTD BUDGET BALANCE 19-20	YTD REVENUE 5/31/2020	AVAILABLE BUDGET BALANCE	% RECEIVED OR EXPENDED
REVENUE					
Beginning Balance (audited)	\$71,175,841	\$71,175,841	\$71,175,606	(\$235.37)	100.00%
AD VALOREM TAXES	\$226,496,977	\$226,496,977	\$225,468,209	(\$1,028,767.86)	99.55%
UTILITY TAXES	\$21,000,000	\$21,000,000	\$18,767,032	(\$2,232,968.01)	89.37%
OCCUPATIONAL LIC TAXES	\$38,000,000	\$38,000,000	\$27,997,053	(\$10,002,947.38)	73.68%
OMITTED TAXES & PENALTIES	\$900,000	\$900,000	\$471,162	(\$428,837.56)	52.35%
REVENUE IN LIEU OF TAXES	\$38,000	\$38,000	\$38,840	\$839.68	102.21%
TUITION	\$169,159	\$169,159	\$34,439	(\$134,719.81)	20.36%
TELECOMMUNICATIONS	\$967,633	\$967,633	\$915,305	(\$52,328.38)	94.59%
INTEREST	\$1,750,000	\$1,750,000	\$1,057,121	(\$692,879.05)	60.41%
OTHER REVENUE LOCAL SRS	\$3,950,484	\$4,074,899	\$2,925,057	(\$1,149,842.26)	71.78%
SEEK REVENUE	\$91,500,000	\$91,500,000	\$85,007,331	(\$6,492,669.00)	92.90%
OTHER STATE FUNDING	\$91,775	\$91,775	\$0	(\$91,775.00)	0.00%
INTERFUND TRANSFERS (indirect cost)	\$1,817,912	\$1,817,912	\$1,087,754	(\$730,158.26)	59.84%
MEDICAID	\$212,143	\$212,143	\$275,810	\$63,667.25	130.01%
SALE OF ASSETS	\$0	\$0	\$0	\$0.00	0.00%
ON BEHALF	\$124,000,000	\$124,000,000	\$0	(\$124,000,000.00)	0.00%
OTHER - NBC REIMB	\$244,655	\$244,655	\$0	(\$244,655.00)	0.00%
OTHER - CAPITAL LEASE PROCEEDS	\$0	\$0	\$2,261,014	\$2,261,014	0.00%
OTHER - ACCRUAL ADJUSTMENT	\$0	\$0	\$0	\$0	0.00%
TOTAL OPERATING REVENUE	\$582,314,579	\$582,438,994	\$437,481,732	(\$144,957,262)	75%



**FAYETTE COUNTY BOARD OF EDUCATION
FINANCIAL SUPPORT SERVICES TREASURER'S REPORT
FOR THE MONTH ENDING MAY 31, 2020**

92% of the 2019 - 2020 FISCAL YEAR IS COMPLETE

GENERAL FUND 1 REPORT	BOARD APPROVED WORKING BUDGET 19-20	YTD BUDGET BALANCE 19-20	YTD EXPENSES 5/31/2020	AVAILABLE BUDGET BALANCE	% RECEIVED or EXPENDED
EXPENDITURES					
INSTRUCTION	\$327,817,413	\$325,897,289	\$167,215,925	(\$158,681,364)	51.31%
STUDENT SUPPORT SERVICES	\$27,392,631	\$28,233,213	\$19,473,885	(\$8,759,327)	68.98%
INSTRUCTIONAL STAFF SUPP SERVICES	\$25,264,479	\$26,717,599	\$18,866,183	(\$7,851,416)	70.61%
DISTRICT ADMIN SUPPORT	\$8,959,327	\$8,854,869	\$7,508,960	(\$1,345,908)	84.80%
SCHOOL ADMIN SUPPORT	\$29,793,752	\$29,662,062	\$21,888,970	(\$7,773,092)	73.79%
BUSINESS SUPPORT SERVICES	\$30,482,890	\$30,527,924	\$22,729,921	(\$7,798,003)	74.46%
MAINTENANCE	\$49,277,624	\$50,663,494	\$36,624,189	(\$14,039,305)	72.29%
STUDENT TRANSPORTATION	\$25,760,830	\$23,920,829	\$19,451,984	(\$4,468,845)	81.32%
OTHER INSTRUCTIONAL	\$0	\$0	\$0	\$0	0.00%
FOOD SERVICE OPERATION	\$0	\$0	\$1,259,341	\$1,259,341	0.00%
COMMUNITY SERVICES	\$612,923	\$605,504	\$534,185	(\$71,319)	88.22%
DEBT SERVICE	\$1,534,710	\$1,534,710	\$1,534,710	\$0	100.00%
FUND TRANSFERS	\$20,418,000	\$20,821,500	\$18,539,923	(\$2,281,577)	89.04%
CONTINGENCY	\$35,000,000	\$35,000,000	\$0	(\$35,000,000)	0.00%
TOTAL EXPENDITURES	\$582,314,579	\$582,438,994	\$335,628,177	(\$246,810,817)	57.62%



06/02/2020 21:08 | **FAYETTE COUNTY PRIMARY **
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GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE	52,340,175.73	.00	.00	71,175,605.63	71,175,841.00	235.37	100.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
AD VALOREM TAXES							
1111 GEN PR TAX	201,206,362.77	.00	-1,947,300.31	208,255,221.38	206,122,499.00	-2,132,722.38	101.0
1113 PSCRPT TAX	6,345,537.61	.00	2,042,527.39	6,938,833.00	6,938,833.00	.00	100.0
1115 DLQ TAX	197,797.47	.00	25,775.38	252,818.49	900,000.00	647,181.51	28.1
1117 MV TAX	10,623,070.78	.00	1,165,662.26	10,021,336.27	12,535,645.00	2,514,308.73	79.9
TOTAL AD VALOREM TAXES	218,372,768.63	.00	1,286,664.72	225,468,209.14	226,496,977.00	1,028,767.86	99.6
SALES & USE TAXES							
1121 UTIL TAX	16,899,624.31	.00	1,611,276.49	18,767,031.99	21,000,000.00	2,232,968.01	89.4
TOTAL SALES & USE TAXES	16,899,624.31	.00	1,611,276.49	18,767,031.99	21,000,000.00	2,232,968.01	89.4
INCOME TAXES							
1131 OCC LIC TA	29,847,229.56	.00	5,355,719.85	27,997,052.62	38,000,000.00	10,002,947.38	73.7
TOTAL INCOME TAXES	29,847,229.56	.00	5,355,719.85	27,997,052.62	38,000,000.00	10,002,947.38	73.7
OTHER TAXES							
1191 OMIT TAX	959,610.64	.00	.00	471,162.44	900,000.00	428,837.56	52.4
TOTAL OTHER TAXES	959,610.64	.00	.00	471,162.44	900,000.00	428,837.56	52.4
REVENUE OTHER LOCAL GOVERNMENT UNITS							
1280 IN LIEU OF	39,728.05	.00	38,839.68	38,839.68	38,000.00	-839.68	102.2
TOTAL REVENUE OTHER LOCAL GOVERNMENT UNITS	39,728.05	.00	38,839.68	38,839.68	38,000.00	-839.68	102.2
TUITION							
1310 TUIT IND	43,394.23	.00	1,090.70	34,439.19	49,159.00	14,719.81	70.1

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1320 GOV TUI IN	126,377.42	.00	.00	.00	120,000.00	120,000.00	.0
1330 GOV TUI OU	.00	.00	.00	.00	.00	.00	.0
TOTAL TUITION	169,771.65	.00	1,090.70	34,439.19	169,159.00	134,719.81	20.4
EARNINGS ON INVESTMENTS							
1510 INT ON INV	1,732,460.25	.00	.00	1,057,120.95	1,750,000.00	692,879.05	60.4
1530 FAIR VL IN	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS ON INVESTMENTS	1,732,460.25	.00	.00	1,057,120.95	1,750,000.00	692,879.05	60.4
OTHER REVENUE FROM LOCAL SOURCES							
1911 BLDG RENT	121,737.79	.00	9,667.62	68,966.58	200,000.00	131,033.42	34.5
1912 BUS RENT	601,654.98	.00	-12,778.26	413,022.83	825,000.00	411,977.17	50.1
1919 OTHER	.00	.00	.00	.00	.00	.00	.0
1920 CONTRIBUTE	13,752.32	.00	-25,075.00	15,175.00	23,327.00	8,152.00	65.1
1930 GAIN/LOSS	.00	.00	.00	32,321.00	.00	-32,321.00	.0
1931 GAIN SALE	.00	.00	.00	.00	.00	.00	.0
1932 SALE EQUIP	.00	.00	.00	.00	.00	.00	.0
1942 TXT RENTS	.00	.00	.00	.00	.00	.00	.0
1980 PRYR REFND	.00	.00	.00	.00	.00	.00	.0
1990 MISC REV	2,174,399.15	.00	43,752.30	1,868,031.73	2,476,571.91	608,540.18	75.4
1990 SAL REIM	.00	.00	.00	.00	.00	.00	.0
1990 AFTER SCH	.00	.00	.00	.00	.00	.00	.0
1990 COPIES	.00	.00	.00	.00	.00	.00	.0
1990 JURY DUTY	.00	.00	.00	.00	.00	.00	.0
1990 RESTITUTIO	.00	.00	.00	.00	.00	.00	.0
1990 SUB TEACH	.00	.00	.00	.00	.00	.00	.0
1991 TRANSCRIPT	.00	.00	.00	.00	.00	.00	.0
1993 OTH REBATE	.00	.00	.00	.00	.00	.00	.0
1997 OTHER REIM	476,405.23	.00	15,444.56	527,539.51	550,000.00	22,460.49	95.9
TOTAL OTHER REVENUE FROM LOCAL SOURCES	3,387,949.47	.00	31,011.22	2,925,056.65	4,074,898.91	1,149,842.26	71.8
TOTAL REVENUE FROM LOCAL SOURCES	271,409,142.56	.00	8,324,602.66	276,758,912.66	292,429,034.91	15,670,122.25	94.6
REVENUE FROM STATE SOURCES							
STATE PROGRAM							
3111 SEEK	87,414,689.00	.00	8,352,153.00	85,007,331.00	91,500,000.00	6,492,669.00	92.9
TOTAL STATE PROGRAM	87,414,689.00	.00	8,352,153.00	85,007,331.00	91,500,000.00	6,492,669.00	92.9
OTHER STATE FUNDING							

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GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
3122 VOC TRANSP	.00	.00	.00	.00	91,775.00	91,775.00	.0
3125 DRV TRN RB	.00	.00	.00	.00	.00	.00	.0
3127 FLEX SPEND	.00	.00	.00	.00	.00	.00	.0
3128 AUD REIMB	.00	.00	.00	.00	.00	.00	.0
3129 KSB/D TR R	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER STATE FUNDING	.00	.00	.00	.00	91,775.00	91,775.00	.0
EXPENDITURE REIMBURSEMENTS							
3130 NBC REIMB	240,927.00	.00	.00	.00	244,655.00	244,655.00	.0
TOTAL EXPENDITURE REIMBURSEMENTS	240,927.00	.00	.00	.00	244,655.00	244,655.00	.0
RESTRICTED							
3200 RES STATE	.00	.00	.00	.00	.00	.00	.0
TOTAL RESTRICTED	.00	.00	.00	.00	.00	.00	.0
REVENUE IN LIEU OF TAXES/STATE							
3800 TAXES/STAT	906,954.21	.00	83,357.04	915,304.62	967,633.00	52,328.38	94.6
TOTAL REVENUE IN LIEU OF TAXES/STATE	906,954.21	.00	83,357.04	915,304.62	967,633.00	52,328.38	94.6
REVENUE ON BEHALF PAYMENTS							
3900 BEHALF	.00	.00	.00	.00	124,000,000.00	124,000,000.00	.0
TOTAL REVENUE ON BEHALF PAYMENTS	.00	.00	.00	.00	124,000,000.00	124,000,000.00	.0
TOTAL REVENUE FROM STATE SOURCES	88,562,570.21	.00	8,435,510.04	85,922,635.62	216,804,063.00	130,881,427.38	39.6
REVENUE FROM FEDERAL SOURCES							
FEDERAL REIMBURSEMENT							
4810 MEDICAID	235,778.49	.00	.00	275,810.25	212,143.00	-63,667.25	130.0
TOTAL FEDERAL REIMBURSEMENT	235,778.49	.00	.00	275,810.25	212,143.00	-63,667.25	130.0
TOTAL REVENUE FROM FEDERAL SOURCES	235,778.49	.00	.00	275,810.25	212,143.00	-63,667.25	130.0
OTHER RECEIPTS							

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GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
INTERFUND TRANSFERS							
5210 FND XFER	.00	.00	.00	.00	.00	.00	.0
5220 INDCST XFE	1,242,664.25	.00	.00	1,087,753.74	1,817,912.00	730,158.26	59.8
TOTAL INTERFUND TRANSFERS	1,242,664.25	.00	.00	1,087,753.74	1,817,912.00	730,158.26	59.8
SALE OR COMP FOR LOSS OF ASSETS							
5311 SALE LAND	.00	.00	.00	.00	.00	.00	.0
5331 SALE BLDG	.00	.00	.00	.00	.00	.00	.0
5341 SALE EQUIP	.00	.00	.00	.00	.00	.00	.0
TOTAL SALE OR COMP FOR LOSS OF ASSETS	.00	.00	.00	.00	.00	.00	.0
CAPITAL LEASE PROCEEDS							
5500 LEASE PRO	1,378,847.00	.00	2,261,014.00	2,261,014.00	.00	-2,261,014.00	.0
TOTAL CAPITAL LEASE PROCEEDS	1,378,847.00	.00	2,261,014.00	2,261,014.00	.00	-2,261,014.00	.0
TOTAL OTHER RECEIPTS	2,621,511.25	.00	2,261,014.00	3,348,767.74	1,817,912.00	-1,530,855.74	184.2
TOTAL RECEIPTS	362,829,002.51	.00	19,021,126.70	366,306,126.27	511,263,152.91	144,957,026.64	71.7
TOTAL REVENUE	415,169,178.24	.00	19,021,126.70	437,481,731.90	582,438,993.91	144,957,262.01	75.1

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GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
0000 RESTRICT TO REV & BAL SHT ONLY							
0200	.00	.00	.00	.00	.00	.00	.0
TOTAL 0000 RESTRICT TO REV & BAL SHT ONLY	.00	.00	.00	.00	.00	.00	.0
1000 INSTRUCTION							
0100	147,421,587.95	.00	15,763,586.45	153,057,772.01	198,344,319.30	45,286,547.29	77.2
0200	10,457,144.57	.00	1,120,298.33	11,147,544.21	13,956,175.60	2,808,631.39	79.9
0280	.00	.00	.00	.00	108,593,153.14	108,593,153.14	.0
0300	189,978.98	69,147.81	22,377.92	161,922.34	255,904.49	24,834.34	90.3
0400	58,131.12	2,183.32	1,125.00	28,924.28	52,049.90	20,942.30	59.8
0500	83,106.25	12,128.25	9,733.42	75,076.52	125,415.46	38,210.69	69.5
0600	2,065,825.08	1,102,422.10	298,880.08	2,344,329.04	3,846,314.64	399,563.50	89.6
0700	229,587.27	136,514.18	52,528.81	200,736.24	377,238.68	39,988.26	89.4
0800	183,015.25	73,482.20	22,025.73	191,735.09	333,120.20	67,902.91	79.6
0840	526.88	.00	.00	7,885.13	13,597.64	5,712.51	58.0
TOTAL 1000 INSTRUCTION	160,688,903.35	1,395,877.86	17,290,555.74	167,215,924.86	325,897,289.05	157,285,486.33	51.7
2100 STUDENT SUPPORT SERVICES							
0100	15,692,632.67	.00	1,909,127.37	18,214,505.06	23,344,109.11	5,129,604.05	78.0
0200	949,512.11	.00	112,446.26	1,096,071.49	1,387,493.68	291,422.19	79.0
0280	.00	.00	.00	.00	3,302,341.30	3,302,341.30	.0
0300	133,659.36	2,886.38	16,140.81	130,667.77	140,880.81	7,326.66	94.8
0400	3,000.00	.00	500.00	3,250.00	3,250.00	.00	100.0
0500	14,467.07	992.06	323.53	11,249.96	17,768.68	5,526.66	68.9
0600	12,621.80	5,983.66	2,066.51	17,092.08	32,100.14	9,024.40	71.9
0700	.00	3,814.00	.00	.00	3,814.00	.00	100.0
0800	770.00	.00	.00	1,049.00	1,455.00	406.00	72.1
0840	.00	.00	.00	.00	.00	.00	.0
0900	.00	.00	.00	.00	.00	.00	.0
TOTAL 2100 STUDENT SUPPORT SERVICES	16,806,663.01	13,676.10	2,040,604.48	19,473,885.36	28,233,212.72	8,745,651.26	69.0
2200 INSTRUCTIONAL STAFF SUPP SERV							
0100	11,779,828.00	.00	1,185,405.60	12,408,003.81	14,920,105.27	2,512,101.46	83.2
0200	1,158,086.68	.00	108,223.23	1,226,218.91	1,378,564.88	152,345.97	89.0
0280	.00	.00	.00	.00	2,259,653.87	2,259,653.87	.0
0300	889,838.27	25,770.72	44,783.34	858,824.86	996,088.68	111,493.10	88.8
0400	67,231.26	344.50	1,960.40	71,319.91	83,601.21	11,936.80	85.7
0500	69,046.71	183,171.53	1,335.30	83,862.44	287,166.03	20,132.06	93.0
0600	902,464.17	2,287,040.11	66,798.86	2,982,239.27	5,439,076.22	169,796.84	96.9
0700	34,698.88	18,355.81	.00	1,213,240.40	1,260,898.30	29,302.09	97.7
0800	6,819.76	2,487.55	255.00	22,473.41	92,444.49	67,483.53	27.0

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0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 2200 INSTRUCTIONAL STAFF SUPP SERV	14,908,013.73	2,517,170.22	1,408,761.73	18,866,183.01	26,717,598.95	5,334,245.72	80.0
2300 DISTRICT ADMIN SUPPORT							
0100	1,401,675.53	.00	146,967.07	1,564,758.01	1,622,348.00	57,589.99	96.5
0200	165,259.96	.00	17,124.93	185,971.03	229,721.00	43,749.97	81.0
0280	.00	.00	.00	.00	271,538.35	271,538.35	.0
0300	4,610,225.80	52,144.02	61,458.73	4,697,035.55	5,097,680.50	348,500.93	93.2
0400	13,532.91	.00	.00	13,750.74	22,066.00	8,315.26	62.3
0500	91,798.87	4,369.80	5,508.28	94,286.26	257,235.00	158,578.94	38.4
0600	735,726.88	2,784.31	16,856.52	744,612.73	970,075.73	222,678.69	77.1
0700	.00	1,821.99	.00	58,557.29	60,400.00	20.72	100.0
0800	70,545.84	6,340.00	375.00	149,988.55	321,804.00	165,475.45	48.6
0840	.00	.00	.00	.00	2,000.00	2,000.00	.0
TOTAL 2300 DISTRICT ADMIN SUPPORT	7,088,765.79	67,460.12	248,290.53	7,508,960.16	8,854,868.58	1,278,448.30	85.6
2400 SCHOOL ADMIN SUPPORT							
0100	18,077,663.49	.00	1,865,735.21	18,920,896.11	22,078,525.21	3,157,629.10	85.7
0200	2,017,445.18	.00	220,585.53	2,249,429.38	2,731,081.33	481,651.95	82.4
0280	.00	.00	.00	.00	3,416,476.13	3,416,476.13	.0
0300	22,488.36	7,225.00	3,009.15	18,513.59	38,234.43	12,495.84	67.3
0400	454,284.35	1,660.81	5,738.14	415,123.94	669,217.52	252,432.77	62.3
0500	40,256.15	6,199.90	1,716.99	34,401.39	61,392.02	20,790.73	66.1
0600	212,498.52	60,383.70	23,845.21	233,900.01	380,044.03	85,760.32	77.4
0700	12,246.76	21,198.37	.00	6,663.70	39,351.74	11,489.67	70.8
0800	7,067.03	2,151.44	700.57	10,041.93	16,407.27	4,213.90	74.3
0840	.00	.00	.00	.00	231,332.66	231,332.66	.0
TOTAL 2400 SCHOOL ADMIN SUPPORT	20,843,949.84	98,819.22	2,121,330.80	21,888,970.05	29,662,062.34	7,674,273.07	74.1
2500 BUSINESS SUPPORT SERVICES							
0100	7,669,982.08	.00	771,922.89	8,284,416.74	9,179,494.37	895,077.63	90.3
0200	2,445,351.10	.00	155,988.37	2,265,030.99	4,799,363.68	2,534,332.69	47.2
0280	.00	.00	.00	.00	1,372,301.23	1,372,301.23	.0
0300	2,489,799.30	570,181.09	192,265.88	3,117,349.22	3,972,255.84	284,725.53	92.8
0400	823,958.77	198,680.58	81,956.08	1,007,319.50	1,363,507.20	157,507.12	88.5
0500	2,978,529.47	45,223.25	54,228.12	3,454,097.91	3,882,788.12	383,466.96	90.1
0600	2,233,659.46	431,796.13	62,193.47	3,495,105.81	4,280,065.88	353,163.94	91.8
0700	2,301,926.38	190,747.53	133,903.61	1,083,200.40	1,582,347.69	308,399.76	80.5
0800	98,092.65	460.00	.00	23,400.52	28,300.25	4,439.73	84.3
0840	.00	.00	.00	.00	67,500.00	67,500.00	.0
TOTAL 2500 BUSINESS SUPPORT SERVICES	21,041,299.21	1,437,088.58	1,452,458.42	22,729,921.09	30,527,924.26	6,360,914.59	79.2

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2600 PLANT OPERATIONS AND MAINTENANCE							
0100	13,776,983.28	.00	1,317,692.23	14,696,054.36	15,765,004.18	1,068,949.82	93.2
0200	3,795,819.99	.00	387,440.11	4,337,090.12	4,928,684.74	591,594.62	88.0
0280	.00	.00	.00	.00	2,446,955.26	2,446,955.26	.0
0300	538,783.90	268,803.09	39,172.89	592,219.89	967,476.84	106,453.86	89.0
0400	5,674,049.31	928,451.97	182,128.10	5,975,398.78	9,607,211.65	2,703,360.90	71.9
0500	10,692.82	1,264.68	.00	11,860.54	20,638.90	7,513.68	63.6
0600	10,616,278.76	284,058.44	302,888.34	10,567,733.62	14,912,338.61	4,060,546.55	72.8
0700	2,214,423.93	1,500,150.97	48,833.71	381,469.80	1,926,617.17	44,996.40	97.7
0800	44,735.77	8,800.75	3,266.25	62,361.64	88,566.73	17,404.34	80.4
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 2600 PLANT OPERATIONS AND MAINTENANCE	36,671,767.76	2,991,529.90	2,281,421.63	36,624,188.75	50,663,494.08	11,047,775.43	78.2
2700 STUDENT TRANSPORTATION							
0100	11,314,449.49	.00	939,382.99	11,689,460.23	14,241,123.00	2,551,662.77	82.1
0200	3,088,825.18	.00	276,139.38	3,442,331.31	3,766,751.00	324,419.69	91.4
0280	.00	.00	.00	.00	2,337,580.72	2,337,580.72	.0
0300	45,839.00	.00	6,698.00	31,139.00	42,500.00	11,361.00	73.3
0400	73,929.67	52,981.13	94.95	74,023.45	143,564.52	16,559.94	88.5
0500	176,698.76	20,277.18	5,777.98	140,014.21	207,459.00	47,167.61	77.3
0600	2,118,250.27	136,370.94	28,932.57	1,780,155.35	3,114,182.23	1,197,655.94	61.5
0700	1,396,115.43	.00	2,262,236.52	2,286,664.27	57,169.00	-2,229,495.27*****	
0800	11,065.49	.00	300.00	8,196.34	10,500.00	2,303.66	78.1
0900	.00	.00	.00	.00	.00	.00	.0
TOTAL 2700 STUDENT TRANSPORTATION	18,225,173.29	209,629.25	3,519,562.39	19,451,984.16	23,920,829.47	4,259,216.06	82.2
2900 OTHER INSTRUCTIONAL							
0100	.00	.00	.00	.00	.00	.00	.0
0200	.00	.00	.00	.00	.00	.00	.0
TOTAL 2900 OTHER INSTRUCTIONAL	.00	.00	.00	.00	.00	.00	.0
3100 FOOD SERVICE OPERATION							
0100	.00	.00	653,497.59	972,624.90	.00	-972,624.90	.0
0200	.00	.00	191,311.40	286,715.94	.00	-286,715.94	.0
TOTAL 3100 FOOD SERVICE OPERATION	.00	.00	844,808.99	1,259,340.84	.00	-1,259,340.84	.0
3300 COMMUNITY SERVICES							
0100	203,831.38	.00	33,622.40	229,183.35	265,941.00	36,757.65	86.2
0200	11,709.15	.00	1,769.30	13,228.63	14,873.00	1,644.37	88.9
0300	1,880.00	.00	900.00	1,140.00	6,000.00	4,860.00	19.0

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GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
0400	1,374.75	.00	.00	395.50	2,000.00	1,604.50	19.8
0500	5,511.14	.00	.00	772.33	6,000.00	5,227.67	12.9
0600	290,411.95	10,453.45	600.00	289,465.44	306,190.46	6,271.57	98.0
0700	.00	2,896.00	.00	.00	4,500.00	1,604.00	64.4
0800	.00	.00	.00	.00	.00	.00	.0
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 3300 COMMUNITY SERVICES	514,718.37	13,349.45	36,891.70	534,185.25	605,504.46	57,969.76	90.4
5100 DEBT SERVICE							
0800	1,498,547.24	.00	.00	1,534,710.10	1,534,710.00	-.10	100.0
TOTAL 5100 DEBT SERVICE	1,498,547.24	.00	.00	1,534,710.10	1,534,710.00	-.10	100.0
5200 FUND TRANSFERS							
0900	5,130,187.76	.00	958,559.50	18,539,922.88	20,821,500.00	2,281,577.12	89.0
TOTAL 5200 FUND TRANSFERS	5,130,187.76	.00	958,559.50	18,539,922.88	20,821,500.00	2,281,577.12	89.0
5300 CONTINGENCY							
0840	.00	.00	.00	.00	35,000,000.00	35,000,000.00	.0
TOTAL 5300 CONTINGENCY	.00	.00	.00	.00	35,000,000.00	35,000,000.00	.0
TOTAL EXPENDITURES	303,417,989.35	8,744,600.70	32,203,245.91	335,628,176.51	582,438,993.91	238,066,216.70	59.1
TOTAL FOR GENERAL FUND (1)	111,751,188.89	-8,744,600.70	-13,182,119.21	101,853,555.39	.00	-93,108,954.69	.0

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SPECIAL REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE	.00	.00	.00	571,355.40	.00	-571,355.40	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
TUITION							
1310 TUIT IND	71,155.00	.00	.00	.00	.00	.00	.0
TOTAL TUITION	71,155.00	.00	.00	.00	.00	.00	.0
EARNINGS ON INVESTMENTS							
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS ON INVESTMENTS	.00	.00	.00	.00	.00	.00	.0
FOOD SERVICE							
1637 NO-RM VEND	8,766.79	.00	.00	5,676.32	.00	-5,676.32	.0
TOTAL FOOD SERVICE	8,766.79	.00	.00	5,676.32	.00	-5,676.32	.0
STUDENT ACTIVITIES							
1790 DIST ACTIV	.00	.00	.00	.00	.00	.00	.0
TOTAL STUDENT ACTIVITIES	.00	.00	.00	.00	.00	.00	.0
COMMUNITY SERVICE ACTIVITIES							
1810 DAY CARE	.00	.00	.00	.00	.00	.00	.0
TOTAL COMMUNITY SERVICE ACTIVITIES	.00	.00	.00	.00	.00	.00	.0
OTHER REVENUE FROM LOCAL SOURCES							
1900 OTHER	.00	.00	.00	.00	.00	.00	.0
1919 OTHER	550,045.66	.00	107,553.14	765,786.32	222,451.60	-543,334.72	344.3
1920 CONTRIBUTE	57,622.50	.00	.00	166,338.09	111,600.00	-54,738.09	149.1
1980 PRYR REFND	.00	.00	.00	.00	.00	.00	.0

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SPECIAL REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
1990 MISC REV	41,460.88	.00	250.00	20,921.00	7,500.00	-13,421.00	279.0
1990 STATE MOA	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER REVENUE FROM LOCAL SOURCES	649,129.04	.00	107,803.14	953,045.41	341,551.60	-611,493.81	279.0
TOTAL REVENUE FROM LOCAL SOURCES	729,050.83	.00	107,803.14	958,721.73	341,551.60	-617,170.13	280.7
REVENUE FROM STATE SOURCES							
RESTRICTED							
3200 RES STATE	12,905,775.40	.00	1,669,141.51	12,929,028.18	13,133,552.47	204,524.29	98.4
TOTAL RESTRICTED	12,905,775.40	.00	1,669,141.51	12,929,028.18	13,133,552.47	204,524.29	98.4
TOTAL REVENUE FROM STATE SOURCES	12,905,775.40	.00	1,669,141.51	12,929,028.18	13,133,552.47	204,524.29	98.4
REVENUE FROM FEDERAL SOURCES							
UNRESTRICTED THROUGH THE STATE							
4200 Unrestrict	.00	.00	.00	.00	.00	.00	.0
TOTAL UNRESTRICTED THROUGH THE STATE	.00	.00	.00	.00	.00	.00	.0
RESTRICTED DIRECT							
4300 RES DIR FE	169,172.69	.00	11,295.89	112,383.97	.00	-112,383.97	.0
TOTAL RESTRICTED DIRECT	169,172.69	.00	11,295.89	112,383.97	.00	-112,383.97	.0
RESTRICTED THROUGH THE STATE							
4500 RES FED/ST	18,525,388.27	.00	1,472,388.56	19,111,441.09	26,791,863.00	7,680,421.91	71.3
TOTAL RESTRICTED THROUGH THE STATE	18,525,388.27	.00	1,472,388.56	19,111,441.09	26,791,863.00	7,680,421.91	71.3
THROUGH INTERMEDIATE AGENCIES							
4700 FED INTERM	38,156.33	.00	13,767.00	86,971.45	58,000.00	-28,971.45	150.0
TOTAL THROUGH INTERMEDIATE AGENCIES	38,156.33	.00	13,767.00	86,971.45	58,000.00	-28,971.45	150.0
TOTAL REVENUE FROM FEDERAL SOURCES	18,732,717.29	.00	1,497,451.45	19,310,796.51	26,849,863.00	7,539,066.49	71.9

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SPECIAL REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
OTHER RECEIPTS							
INTERFUND TRANSFERS							
5210 FND XFER	.00	.00	773,547.00	773,547.00	773,547.00	.00	100.0
5251 TRANS ESS	272,334.00	.00	.00	292,373.00	292,373.00	.00	100.0
5252 TRANS PD	.00	.00	.00	.00	.00	.00	.0
5253 TR INS RES	.00	.00	.00	.00	.00	.00	.0
5254 TRAN SAFE	209,702.00	.00	.00	193,078.00	193,078.00	.00	100.0
5261 FF OPERA	.00	.00	.00	.00	.00	.00	.0
TOTAL INTERFUND TRANSFERS	.00	.00	773,547.00	1,258,998.00	1,258,998.00	.00	100.0
TOTAL OTHER RECEIPTS	482,036.00	.00	773,547.00	1,258,998.00	1,258,998.00	.00	100.0
TOTAL RECEIPTS	32,849,579.52	.00	4,047,943.10	34,457,544.42	41,583,965.07	7,126,420.65	82.9
TOTAL REVENUE	32,849,579.52	.00	4,047,943.10	35,028,899.82	41,583,965.07	6,555,065.25	84.2

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SPECIAL REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
1000 INSTRUCTION							
0100	14,853,407.48	.00	1,220,150.00	14,362,959.01	17,930,888.32	3,567,929.31	80.1
0200	3,279,369.60	.00	403,336.29	3,136,634.59	4,836,319.73	1,699,685.14	64.9
0300	1,728,445.87	124,250.01	154,601.54	1,714,538.06	1,844,381.84	5,593.77	99.7
0400	22,482.32	6,859.45	538.19	14,926.69	25,805.79	4,019.65	84.4
0500	705,768.51	19,872.92	16,413.23	721,016.94	585,699.76	-155,190.10	126.5
0600	2,742,807.02	514,484.83	123,132.30	2,747,616.97	3,922,222.22	660,120.42	83.2
0700	928,032.34	28,108.64	34,535.19	571,422.69	772,884.26	173,352.93	77.6
0800	657,392.68	8,829.13	9,579.63	269,171.36	325,784.59	47,784.10	85.3
0840	.00	.00	.00	.00	.00	.00	.0
0900	.00	.00	.00	.00	44,439.25	44,439.25	.0
TOTAL 1000 INSTRUCTION	24,917,705.82	702,404.98	1,962,286.37	23,538,286.31	30,288,425.76	6,047,734.47	80.0
2100 STUDENT SUPPORT SERVICES							
0100	1,716,286.40	.00	184,860.96	1,791,618.12	2,228,692.42	437,074.30	80.4
0200	579,445.58	.00	85,032.47	570,992.36	822,450.91	251,458.55	69.4
0300	300.00	.00	.00	1,600.00	1,400.00	-200.00	114.3
0400	.00	.00	.00	.00	.00	.00	.0
0500	12,454.65	.00	369.65	16,129.19	28,170.51	12,041.32	57.3
0600	2,005.29	95.20	.00	770.87	9,436.75	8,570.68	9.2
0700	.00	.00	.00	.00	.00	.00	.0
0800	31,412.08	.00	.00	447.50	2,500.00	2,052.50	17.9
0900	.00	.00	.00	.00	.00	.00	.0
TOTAL 2100 STUDENT SUPPORT SERVICES	2,341,904.00	95.20	270,263.08	2,381,558.04	3,092,650.59	710,997.35	77.0
2200 INSTRUCTIONAL STAFF SUPP SERV							
0100	1,085,574.99	.00	148,827.85	1,404,122.85	1,720,944.24	316,821.39	81.6
0200	294,239.35	.00	50,443.21	351,166.31	505,833.48	154,667.17	69.4
0280	.00	.00	.00	.00	.00	.00	.0
0300	147,339.45	.00	.00	6,880.97	6,150.00	-730.97	111.9
0400	.00	.00	.00	.00	.00	.00	.0
0500	4,744.27	.00	145.55	8,612.06	17,249.60	8,637.54	49.9
0600	198,363.88	312.50	2,078.18	34,246.96	45,394.50	10,835.04	76.1
0700	.00	.00	.00	.00	.00	.00	.0
0800	32,754.77	.00	1,578.00	22,666.77	2,500.00	-20,166.77	906.7
0900	.00	.00	.00	.00	.00	.00	.0
TOTAL 2200 INSTRUCTIONAL STAFF SUPP SERV	1,763,016.71	312.50	203,072.79	1,827,695.92	2,298,071.82	470,063.40	79.6
2300 DISTRICT ADMIN SUPPORT							
0100	.00	.00	.00	.00	.00	.00	.0
0200	.00	.00	.00	.00	.00	.00	.0

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SPECIAL REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
0300	.00	.00	.00	.00	.00	.00	.0
0500	.00	.00	.00	.00	.00	.00	.0
0600	.00	.00	.00	.00	.00	.00	.0
TOTAL 2300 DISTRICT ADMIN SUPPORT	.00	.00	.00	.00	.00	.00	.0
2400 SCHOOL ADMIN SUPPORT							
0100	119,152.96	.00	11,265.40	122,611.70	134,991.32	12,379.62	90.8
0200	34,260.89	.00	3,606.93	39,337.20	44,068.08	4,730.88	89.3
0400	.00	.00	.00	.00	.00	.00	.0
0600	.00	.00	.00	.00	.00	.00	.0
0700	.00	.00	.00	.00	.00	.00	.0
0800	.00	.00	.00	.00	.00	.00	.0
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 2400 SCHOOL ADMIN SUPPORT	153,413.85	.00	14,872.33	161,948.90	179,059.40	17,110.50	90.4
2500 BUSINESS SUPPORT SERVICES							
0100	9,608.00	.00	.00	6,635.00	773,547.00	766,912.00	.9
0200	538.04	.00	.00	368.64	.00	-368.64	.0
0300	39,856.47	.00	.00	17,632.90	8,500.00	-9,132.90	207.5
0400	.00	.00	.00	.00	2,000.00	2,000.00	.0
0500	22,080.39	.00	.00	22,852.90	5,500.00	-17,352.90	415.5
0600	41,753.03	1,981.80	2,585.93	730,234.55	4,000.00	-728,216.35*****	
0700	675,707.86	.00	.00	397,992.89	.00	-397,992.89	.0
0800	.00	.00	.00	.00	.00	.00	.0
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 2500 BUSINESS SUPPORT SERVICES	789,543.79	1,981.80	2,585.93	1,175,716.88	793,547.00	-384,151.68	148.4
2600 PLANT OPERATIONS AND MAINTENANCE							
0100	195,130.45	.00	28,337.58	260,044.56	88,195.32	-171,849.24	294.9
0200	53,842.04	.00	8,450.04	78,412.32	28,847.00	-49,565.32	271.8
0300	.00	.00	.00	.00	.00	.00	.0
0600	.00	.00	.00	.00	.00	.00	.0
0700	.00	.00	.00	.00	.00	.00	.0
0800	.00	.00	.00	.00	.00	.00	.0
TOTAL 2600 PLANT OPERATIONS AND MAINTENANCE	248,972.49	.00	36,787.62	338,456.88	117,042.32	-221,414.56	289.2
2700 STUDENT TRANSPORTATION							
0500	.00	.00	.00	.00	.00	.00	.0
0600	.00	.00	.00	.00	.00	.00	.0
0700	.00	.00	.00	.00	.00	.00	.0
0800	.00	.00	.00	.00	.00	.00	.0

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SPECIAL REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
TOTAL 2700 STUDENT TRANSPORTATION	.00	.00	.00	.00	.00	.00	.0
2900 OTHER INSTRUCTIONAL							
0100	.00	.00	.00	.00	.00	.00	.0
0200	.00	.00	.00	.00	.00	.00	.0
TOTAL 2900 OTHER INSTRUCTIONAL	.00	.00	.00	.00	.00	.00	.0
3100 FOOD SERVICE OPERATION							
0100	.00	.00	.00	.00	.00	.00	.0
0200	.00	.00	.00	.00	.00	.00	.0
0300	.00	.00	.00	.00	.00	.00	.0
0500	.00	.00	.00	.00	.00	.00	.0
0600	.00	.00	.00	.00	.00	.00	.0
0700	.00	.00	.00	.00	.00	.00	.0
TOTAL 3100 FOOD SERVICE OPERATION	.00	.00	.00	.00	.00	.00	.0
3300 COMMUNITY SERVICES							
0100	2,285,983.35	.00	211,873.24	2,323,860.37	2,546,685.47	222,825.10	91.3
0200	120,115.93	.00	11,334.95	122,681.23	137,358.14	14,676.91	89.3
0300	22,285.58	1,617.50	6,460.00	27,109.87	37,097.52	8,370.15	77.4
0400	264.00	.00	.00	.00	.00	.00	.0
0500	22,893.61	1,351.24	1,072.33	15,760.05	26,357.35	9,246.06	64.9
0600	130,191.68	55,162.91	22,074.71	174,947.28	373,961.43	143,851.24	61.5
0700	146.33	21,661.74	10,048.51	11,592.18	39,164.90	5,910.98	84.9
0800	18,046.68	2,771.79	.00	27,897.87	29,375.83	-1,293.83	104.4
TOTAL 3300 COMMUNITY SERVICES	2,599,927.16	82,565.18	262,863.74	2,703,848.85	3,190,000.64	403,586.61	87.4
5200 FUND TRANSFERS							
0300	.00	.00	.00	.00	.00	.00	.0
0500	.00	.00	.00	.00	.00	.00	.0
0900	1,283,007.95	.00	.00	1,207,306.64	1,625,167.54	417,860.90	74.3
TOTAL 5200 FUND TRANSFERS	1,283,007.95	.00	.00	1,207,306.64	1,625,167.54	417,860.90	74.3
TOTAL EXPENDITURES	34,097,491.77	787,359.66	2,752,731.86	33,334,818.42	41,583,965.07	7,461,786.99	82.1
TOTAL FOR SPECIAL REVENUE (2)	-1,247,912.25	-787,359.66	1,295,211.24	1,694,081.40	.00	-906,721.74	.0

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DIST	ACTIVITY	ACCOUNT (22)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES									
0999 BEGINNING BALANCE									
		TOTAL 0999 BEGINNING BALANCE	.00	.00	.00	.00	.00	.00	.0
RECEIPTS									
REVENUE FROM LOCAL SOURCES									
EARNINGS ON INVESTMENTS									
	1510	INT ON INV	.00	.00	.00	.00	.00	.00	.0
		TOTAL EARNINGS ON INVESTMENTS	.00	.00	.00	.00	.00	.00	.0
STUDENT ACTIVITIES									
	1790	DIST ACTIV	1,566,328.38	.00	100,182.39	1,773,894.35	.00	-1,773,894.35	.0
		TOTAL STUDENT ACTIVITIES	1,566,328.38	.00	100,182.39	1,773,894.35	.00	-1,773,894.35	.0
		TOTAL REVENUE FROM LOCAL SOURCES	1,566,328.38	.00	100,182.39	1,773,894.35	.00	-1,773,894.35	.0
		TOTAL RECEIPTS	1,566,328.38	.00	100,182.39	1,773,894.35	.00	-1,773,894.35	.0
		TOTAL REVENUE	1,566,328.38	.00	100,182.39	1,773,894.35	.00	-1,773,894.35	.0

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DIST	ACTIVITY	ACCOUNT (22)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES									
1000 INSTRUCTION									
0100			526,216.47	.00	41,193.62	494,552.91	.00	-494,552.91	.0
0200			38,957.29	.00	3,636.29	41,116.55	.00	-41,116.55	.0
0300			36,515.00	7,796.25	800.00	5,729.14	.00	-13,525.39	.0
0400			1,058.49	4,000.00	.00	6,169.53	.00	-10,169.53	.0
0500			5,581.71	176.25	135.75	7,164.16	.00	-7,340.41	.0
0600			492,152.79	188,900.11	13,734.92	600,842.53	.00	-789,742.64	.0
0700			288,689.71	10,000.00	.00	70,092.37	.00	-80,092.37	.0
0800			90.00	.00	.00	6,358.35	.00	-6,358.35	.0
TOTAL 1000 INSTRUCTION			1,389,261.46	210,872.61	59,500.58	1,232,025.54	.00	-1,442,898.15	.0
2200 INSTRUCTIONAL STAFF SUPP SERV									
0100			.00	.00	.00	.00	.00	.00	.0
0200			.00	.00	.00	.00	.00	.00	.0
0300			909.00	.00	.00	600.00	.00	-600.00	.0
0500			60.00	.00	.00	7.50	.00	-7.50	.0
0600			60,606.22	12,542.04	422.54	35,283.93	.00	-47,825.97	.0
0700			19,316.55	.00	.00	4,819.85	.00	-4,819.85	.0
0800			.00	.00	.00	.00	.00	.00	.0
TOTAL 2200 INSTRUCTIONAL STAFF SUPP SERV			80,891.77	12,542.04	422.54	40,711.28	.00	-53,253.32	.0
TOTAL EXPENDITURES			1,470,153.23	223,414.65	59,923.12	1,272,736.82	.00	-1,496,151.47	.0
TOTAL FOR DIST ACTIVITY ACCOUNT (22)			96,175.15	-223,414.65	40,259.27	501,157.53	.00	-277,742.88	.0

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SCHOOL ACTIVITY FUND (25)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
STUDENT ACTIVITIES							
1790 DIST ACTIV	.00	.00	.00	.00	.00	.00	.0
TOTAL STUDENT ACTIVITIES	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.00	.0
TOTAL RECEIPTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0

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SCHOOL ACTIVITY FUND (25)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
1000 INSTRUCTION							
0300	.00	.00	.00	.00	.00	.00	.0
0400	.00	.00	.00	.00	.00	.00	.0
0600	.00	.00	.00	.00	.00	.00	.0
0800	.00	.00	.00	.00	.00	.00	.0
TOTAL 1000 INSTRUCTION	.00	.00	.00	.00	.00	.00	.0
2200 INSTRUCTIONAL STAFF SUPP SERV							
0300	.00	.00	.00	.00	.00	.00	.0
0400	.00	.00	.00	.00	.00	.00	.0
0600	.00	.00	.00	.00	.00	.00	.0
TOTAL 2200 INSTRUCTIONAL STAFF SUPP SERV	.00	.00	.00	.00	.00	.00	.0
2700 STUDENT TRANSPORTATION							
0800	.00	.00	.00	.00	.00	.00	.0
TOTAL 2700 STUDENT TRANSPORTATION	.00	.00	.00	.00	.00	.00	.0
3900 OTHER NON-INSTRUCTION							
0600	.00	.00	.00	.00	.00	.00	.0
0800	.00	.00	.00	.00	.00	.00	.0
TOTAL 3900 OTHER NON-INSTRUCTION	.00	.00	.00	.00	.00	.00	.0
5200 FUND TRANSFERS							
0900	.00	.00	.00	.00	.00	.00	.0
TOTAL 5200 FUND TRANSFERS	.00	.00	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	.00	.00	.00	.00	.0
TOTAL FOR SCHOOL ACTIVITY FUND (25)	.00	.00	.00	.00	.00	.00	.0

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CAPITAL OUTLAY FUND (310)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE	835,582.42	.00	.00	.00	2,361.00	2,361.00	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
EARNINGS ON INVESTMENTS							
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS ON INVESTMENTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.00	.0
REVENUE FROM STATE SOURCES							
STATE PROGRAM							
3111 SEEK	3,682,361.00	.00	1,885,714.00	3,726,894.00	3,683,558.00	-43,336.00	101.2
TOTAL STATE PROGRAM	3,682,361.00	.00	1,885,714.00	3,726,894.00	3,683,558.00	-43,336.00	101.2
RESTRICTED							
3200 RES STATE	.00	.00	.00	.00	.00	.00	.0
TOTAL RESTRICTED	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM STATE SOURCES	3,682,361.00	.00	1,885,714.00	3,726,894.00	3,683,558.00	-43,336.00	101.2
TOTAL RECEIPTS	3,682,361.00	.00	1,885,714.00	3,726,894.00	3,683,558.00	-43,336.00	101.2
TOTAL REVENUE	4,517,943.42	.00	1,885,714.00	3,726,894.00	3,685,919.00	-40,975.00	101.1

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CAPITAL OUTLAY FUND (310)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
4100 LAND/SITE ACQUISITIONS							
0500	.00	.00	.00	.00	.00	.00	.0
TOTAL 4100 LAND/SITE ACQUISITIONS	.00	.00	.00	.00	.00	.00	.0
5100 DEBT SERVICE							
0400	.00	.00	.00	.00	.00	.00	.0
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 5100 DEBT SERVICE	.00	.00	.00	.00	.00	.00	.0
5200 FUND TRANSFERS							
0900	4,517,943.42	.00	.00	2,395,184.38	3,685,919.00	1,290,734.62	65.0
TOTAL 5200 FUND TRANSFERS	4,517,943.42	.00	.00	2,395,184.38	3,685,919.00	1,290,734.62	65.0
TOTAL EXPENDITURES	4,517,943.42	.00	.00	2,395,184.38	3,685,919.00	1,290,734.62	65.0
TOTAL FOR CAPITAL OUTLAY FUND (310)	.00	.00	1,885,714.00	1,331,709.62	.00	-1,331,709.62	.0

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BUILDING FUND (5 CENT LEVY)	LASTFY (3Period)	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE	389,952.35	.00	.00	.00	.00	.00	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
AD VALOREM TAXES							
1111 GEN PR TAX	31,062,600.29	.00	832,075.76	32,432,998.00	32,432,998.00	.00	100.0
1113 PSCR TAX	841,498.71	.00	.00	774,472.00	774,472.00	.00	100.0
1115 DLQ TAX	.00	.00	.00	.00	.00	.00	.0
1117 MV TAX	1,091,372.23	.00	119,387.55	1,026,388.90	1,217,289.00	190,900.10	84.3
TOTAL AD VALOREM TAXES	32,995,471.23	.00	951,463.31	34,233,858.90	34,424,759.00	190,900.10	99.5
EARNINGS ON INVESTMENTS							
1510 INT ON INV	.00	.00	.00	.00	500.00	500.00	.0
TOTAL EARNINGS ON INVESTMENTS	.00	.00	.00	.00	500.00	500.00	.0
TOTAL REVENUE FROM LOCAL SOURCES	32,995,471.23	.00	951,463.31	34,233,858.90	34,425,259.00	191,400.10	99.4
TOTAL RECEIPTS	32,995,471.23	.00	951,463.31	34,233,858.90	34,425,259.00	191,400.10	99.4
TOTAL REVENUE	33,385,423.58	.00	951,463.31	34,233,858.90	34,425,259.00	191,400.10	99.4

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BUILDING FUND (5 CENT LEVY) (3	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
4200 LAND IMPROVEMENTS							
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 4200 LAND IMPROVEMENTS	.00	.00	.00	.00	.00	.00	.0
5100 DEBT SERVICE							
0400	.00	.00	.00	.00	.00	.00	.0
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 5100 DEBT SERVICE	.00	.00	.00	.00	.00	.00	.0
5200 FUND TRANSFERS							
0840	.00	.00	.00	.00	.00	.00	.0
0900	25,544,993.37	.00	7,492,622.80	28,422,396.01	34,425,259.00	6,002,862.99	82.6
TOTAL 5200 FUND TRANSFERS	25,544,993.37	.00	7,492,622.80	28,422,396.01	34,425,259.00	6,002,862.99	82.6
TOTAL EXPENDITURES	25,544,993.37	.00	7,492,622.80	28,422,396.01	34,425,259.00	6,002,862.99	82.6
TOTAL FOR BUILDING FUND (5 CENT LEVY) (320)	7,840,430.21	.00	-6,541,159.49	5,811,462.89	.00	-5,811,462.89	.0

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CONSTRUCTION FUND (360)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE	30,343,080.84	.00	.00	25,105,339.17	.00	-25,105,339.17	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
EARNINGS ON INVESTMENTS							
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
1530 FAIR VL IN	24,669.80	.00	.00	-12,960.78	.00	12,960.78	.0
TOTAL EARNINGS ON INVESTMENTS	24,669.80	.00	.00	-12,960.78	.00	12,960.78	.0
STUDENT ACTIVITIES							
1750 DONATIONS	.00	.00	.00	.00	.00	.00	.0
TOTAL STUDENT ACTIVITIES	.00	.00	.00	.00	.00	.00	.0
OTHER REVENUE FROM LOCAL SOURCES							
1920 CONTRIBUTE	.00	.00	.00	100,000.00	.00	-100,000.00	.0
1980 PRYR REFND	.00	.00	.00	.00	.00	.00	.0
1990 MISC REV	.00	.00	.00	332.96	.00	-332.96	.0
1993 OTH REBATE	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER REVENUE FROM LOCAL SOURCES	.00	.00	.00	100,332.96	.00	-100,332.96	.0
TOTAL REVENUE FROM LOCAL SOURCES	24,669.80	.00	.00	87,372.18	.00	-87,372.18	.0
REVENUE FROM STATE SOURCES							
OTHER STATE FUNDING							
3120 OTH STATE	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER STATE FUNDING	.00	.00	.00	.00	.00	.00	.0
RESTRICTED							
3200 RES STATE	.00	.00	.00	.00	.00	.00	.0

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CONSTRUCTION FUND (360)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
TOTAL RESTRICTED	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM STATE SOURCES	.00	.00	.00	.00	.00	.00	.0
OTHER RECEIPTS							
BOND ISSUANCE							
5110 BOND PRIN	.00	.00	.00	25,260,000.00	.00	-25,260,000.00	.0
5120 BOND PREM	.00	.00	.00	2,504,795.45	.00	-2,504,795.45	.0
TOTAL BOND ISSUANCE	.00	.00	.00	27,764,795.45	.00	-27,764,795.45	.0
INTERFUND TRANSFERS							
5210 FND XFER	7,134,137.77	.00	185,012.50	17,636,691.50	17,451,679.00	-185,012.50	101.1
TOTAL INTERFUND TRANSFERS	7,134,137.77	.00	185,012.50	17,636,691.50	17,451,679.00	-185,012.50	101.1
TOTAL OTHER RECEIPTS	7,134,137.77	.00	185,012.50	45,401,486.95	17,451,679.00	-27,949,807.95	260.2
TOTAL RECEIPTS	7,158,807.57	.00	185,012.50	45,488,859.13	17,451,679.00	-28,037,180.13	260.7
TOTAL REVENUE	37,501,888.41	.00	185,012.50	70,594,198.30	17,451,679.00	-53,142,519.30	404.5

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CONSTRUCTION FUND (360)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
4200 LAND IMPROVEMENTS							
0300	.00	.00	.00	.00	.00	.00	.0
0400	.00	.00	.00	.00	.00	.00	.0
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 4200 LAND IMPROVEMENTS	.00	.00	.00	.00	.00	.00	.0
4500 BUILDING ACQUISITIONS & CONSTRUCTION							
0300	194,761.52	92,629.05	36,492.18	517,072.17	494,130.71	-115,570.51	123.4
0400	8,944,856.22	4,310,272.32	608,897.35	6,875,804.00	5,695,380.00	-5,490,696.32	196.4
0500	.00	.00	.00	7,229.67	21,120.00	13,890.33	34.2
0600	787.81	63,051.24	.00	734,523.02	150,000.00	-647,574.26	531.7
0700	453,662.78	.00	.00	486,212.54	35,000.00	-451,212.54	*****
0800	.00	.00	.00	.00	.00	.00	.0
0840	.00	.00	.00	.00	604,369.29	604,369.29	.0
0900	.00	.00	.00	.00	.00	.00	.0
TOTAL 4500 BUILDING ACQUISITIONS & CONSTRUCTION	9,594,068.33	4,465,952.61	645,389.53	8,620,841.40	7,000,000.00	-6,086,794.01	187.0
4600 SITE IMPROVEMENT							
0300	99,270.58	9,939.85	1,509.00	58,366.23	.00	-68,306.08	.0
0400	.00	41,885.17	6,978.05	1,756,244.38	.00	-1,798,129.55	.0
0500	574.47	.00	.00	1,503.44	.00	-1,503.44	.0
0600	.00	.00	.00	.00	.00	.00	.0
0700	.00	.00	.00	.00	.00	.00	.0
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 4600 SITE IMPROVEMENT	99,845.05	51,825.02	8,487.05	1,816,114.05	.00	-1,867,939.07	.0
4700 BUILDING IMPROVEMENTS							
0300	1,103,460.17	1,238,871.95	89,309.76	2,505,258.05	6,600.00	-3,737,530.00	*****
0400	1,343,624.66	13,521,247.38	2,529,701.67	12,342,987.71	378,000.00	-25,486,235.09	*****
0500	5,141.84	.00	5,412.51	38,745.58	.00	-38,745.58	.0
0600	.00	.00	.00	.00	.00	.00	.0
0700	.00	346,022.42	270,846.06	10,314,468.86	10,048,179.00	-612,312.28	106.1
0800	.00	.00	.00	321,942.29	.00	-321,942.29	.0
0840	.00	.00	.00	.00	18,900.00	18,900.00	.0
0900	.00	.00	.00	.00	.00	.00	.0
TOTAL 4700 BUILDING IMPROVEMENTS	2,452,226.67	15,106,141.75	2,895,270.00	25,523,402.49	10,451,679.00	-30,177,865.24	388.7
5200 FUND TRANSFERS							

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CONSTRUCTION FUND (360)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
0900	.00	.00	.00	.00	.00	.00	.0
TOTAL 5200 FUND TRANSFERS	.00	.00	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	12,146,140.05	19,623,919.38	3,549,146.58	35,960,357.94	17,451,679.00	-38,132,598.32	318.5
TOTAL FOR CONSTRUCTION FUND (360)	25,355,748.36	-19,623,919.38	-3,364,134.08	34,633,840.36	.00	-15,009,920.98	.0

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DEBT SERVICE FUND (400)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE	489.72	.00	.00	.00	.00	.00	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
EARNINGS ON INVESTMENTS							
1510 INT ON INV	234,428.65	.00	.00	180,033.63	.00	-180,033.63	.0
TOTAL EARNINGS ON INVESTMENTS	234,428.65	.00	.00	180,033.63	.00	-180,033.63	.0
OTHER REVENUE FROM LOCAL SOURCES							
1980 PRYR REFND	.00	.00	.00	.00	.00	.00	.0
1990 MISC REV	.00	.00	.00	.00	.00	.00	.0
1993 OTH REBATE	.00	.00	.00	.00	.00	.00	.0
1999 OTHER REV	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER REVENUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM LOCAL SOURCES	234,428.65	.00	.00	180,033.63	.00	-180,033.63	.0
REVENUE FROM STATE SOURCES							
RESTRICTED							
3200 RES STATE	.00	.00	.00	.00	.00	.00	.0
TOTAL RESTRICTED	.00	.00	.00	.00	.00	.00	.0
REVENUE ON BEHALF PAYMENTS							
3900 BEHALF	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE ON BEHALF PAYMENTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM STATE SOURCES	.00	.00	.00	.00	.00	.00	.0
REVENUE FROM FEDERAL SOURCES							

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DEBT SERVICE FUND (400)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
UNDEFINED REV TYPE							
4900 FED SOURCE	.00	.00	.00	.00	.00	.00	.0
TOTAL UNDEFINED REV TYPE	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM FEDERAL SOURCES	.00	.00	.00	.00	.00	.00	.0
OTHER RECEIPTS							
INTERFUND TRANSFERS							
5210 FND XFER	28,058,986.78	.00	7,492,622.80	30,947,264.77	37,832,826.84	6,885,562.07	81.8
TOTAL INTERFUND TRANSFERS	28,058,986.78	.00	7,492,622.80	30,947,264.77	37,832,826.84	6,885,562.07	81.8
TOTAL OTHER RECEIPTS	28,058,986.78	.00	7,492,622.80	30,947,264.77	37,832,826.84	6,885,562.07	81.8
TOTAL RECEIPTS	28,293,415.43	.00	7,492,622.80	31,127,298.40	37,832,826.84	6,705,528.44	82.3
TOTAL REVENUE	28,293,905.15	.00	7,492,622.80	31,127,298.40	37,832,826.84	6,705,528.44	82.3

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DEBT SERVICE FUND (400)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
5100 DEBT SERVICE							
0800	28,235,801.81	.00	7,492,622.80	30,947,264.77	37,832,826.84	6,885,562.07	81.8
TOTAL 5100 DEBT SERVICE	28,235,801.81	.00	7,492,622.80	30,947,264.77	37,832,826.84	6,885,562.07	81.8
TOTAL EXPENDITURES	28,235,801.81	.00	7,492,622.80	30,947,264.77	37,832,826.84	6,885,562.07	81.8
TOTAL FOR DEBT SERVICE FUND (400)	58,103.34	.00	.00	180,033.63	.00	-180,033.63	.0

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FOOD SERVICE FUND (51)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE							
5,170,087.70		.00	.00	4,240,132.87	4,225,289.85	-14,843.02	100.4
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
EARNINGS ON INVESTMENTS							
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS ON INVESTMENTS	.00	.00	.00	.00	.00	.00	.0
FOOD SERVICE							
1611 REIMB LNCH	715,613.18	.00	.00	438,316.62	979,213.00	540,896.38	44.8
1612 REIMB BRKF	260,156.89	.00	.00	197,963.95	900,000.00	702,036.05	22.0
1614 REIMB SNCK	.00	.00	.00	.00	.00	.00	.0
1624 NO-RMB ALA	515,035.66	.00	.00	404,017.73	765,000.00	360,982.27	52.8
1629 NO-RM OTHR	1,918,165.49	.00	484.90	1,597,321.12	1,950,587.00	353,265.88	81.9
1650 SUM LOCAL	.00	.00	.00	.00	.00	.00	.0
1690 FD SVC REB	1,665.00	.00	.00	16,556.29	40,000.00	23,443.71	41.4
TOTAL FOOD SERVICE	3,410,636.22	.00	484.90	2,654,175.71	4,634,800.00	1,980,624.29	57.3
OTHER REVENUE FROM LOCAL SOURCES							
1920 CONTRIBUTE	.00	.00	.00	.00	.00	.00	.0
1980 PRYR REFND	.00	.00	.00	.00	.00	.00	.0
1990 MISC REV	56,475.03	.00	2,666.90	65,529.68	150,000.00	84,470.32	43.7
1994 RET INSUFF	-105.58	.00	100.00	35.25	5,000.00	4,964.75	.7
TOTAL OTHER REVENUE FROM LOCAL SOURCES	56,369.45	.00	2,766.90	65,564.93	155,000.00	89,435.07	42.3
TOTAL REVENUE FROM LOCAL SOURCES	3,467,005.67	.00	3,251.80	2,719,740.64	4,789,800.00	2,070,059.36	56.8
REVENUE FROM STATE SOURCES							
RESTRICTED							
3200 RES STATE	194,060.99	.00	194,658.16	209,401.20	275,000.00	65,598.80	76.2
TOTAL RESTRICTED	194,060.99	.00	194,658.16	209,401.20	275,000.00	65,598.80	76.2

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FOOD SERVICE FUND (51)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUE ON BEHALF PAYMENTS							
3900 BEHALF	.00	.00	.00	.00	1,485,000.00	1,485,000.00	.0
TOTAL REVENUE ON BEHALF PAYMENTS	.00	.00	.00	.00	1,485,000.00	1,485,000.00	.0
TOTAL REVENUE FROM STATE SOURCES	194,060.99	.00	194,658.16	209,401.20	1,760,000.00	1,550,598.80	11.9
REVENUE FROM FEDERAL SOURCES							
RESTRICTED THROUGH THE STATE							
4500 RES FED/ST	15,495,480.34	.00	500,426.11	15,171,091.58	20,496,651.28	5,325,559.70	74.0
TOTAL RESTRICTED THROUGH THE STATE	15,495,480.34	.00	500,426.11	15,171,091.58	20,496,651.28	5,325,559.70	74.0
CHILD NUTRITION PROGRAM DONATED COMMODIT							
4950 CHD NT DC	.00	.00	.00	.00	.00	.00	.0
TOTAL CHILD NUTRITION PROGRAM DONATED COMMODIT	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM FEDERAL SOURCES	15,495,480.34	.00	500,426.11	15,171,091.58	20,496,651.28	5,325,559.70	74.0
TOTAL RECEIPTS	19,156,547.00	.00	698,336.07	18,100,233.42	27,046,451.28	8,946,217.86	66.9
TOTAL REVENUE	24,326,634.70	.00	698,336.07	22,340,366.29	31,271,741.13	8,931,374.84	71.4

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FOOD SERVICE FUND (51)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
3100 FOOD SERVICE OPERATION							
0100	6,667,753.72	.00	162,943.56	6,369,249.70	11,924,000.67	5,554,750.97	53.4
0200	1,810,025.31	.00	45,966.46	1,881,907.94	2,576,163.42	694,255.48	73.1
0280	.00	.00	.00	.00	1,383,697.37	1,383,697.37	.0
0300	18,145.00	.00	.00	22,557.64	31,000.00	8,442.36	72.8
0400	529,518.69	48,461.18	18,331.27	426,710.51	1,297,093.66	821,921.97	36.6
0500	58,835.47	957.20	3,498.35	31,447.79	104,156.28	71,751.29	31.1
0600	9,424,626.35	3,052,379.14	122,715.68	8,604,750.13	12,643,636.23	986,506.96	92.2
0700	260,823.93	191,829.61	.00	241,971.34	697,524.41	263,723.46	62.2
0800	.00	.00	.00	.00	.00	.00	.0
TOTAL 3100 FOOD SERVICE OPERATION	18,769,728.47	3,293,627.13	353,455.32	17,578,595.05	30,657,272.04	9,785,049.86	68.1
3200 DAY CARE OPERATIONS							
0100	.00	.00	.00	.00	.00	.00	.0
0200	.00	.00	.00	.00	.00	.00	.0
TOTAL 3200 DAY CARE OPERATIONS	.00	.00	.00	.00	.00	.00	.0
5200 FUND TRANSFERS							
0900	441,692.30	.00	.00	365,898.10	614,469.09	248,570.99	59.6
TOTAL 5200 FUND TRANSFERS	441,692.30	.00	.00	365,898.10	614,469.09	248,570.99	59.6
TOTAL EXPENDITURES	19,211,420.77	3,293,627.13	353,455.32	17,944,493.15	31,271,741.13	10,033,620.85	67.9
TOTAL FOR FOOD SERVICE FUND (51)	5,115,213.93	-3,293,627.13	344,880.75	4,395,873.14	.00	-1,102,246.01	.0

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After School Care (52)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE							
1,610,530.63		.00	.00	1,934,084.19	1,934,084.19	.00	100.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
EARNINGS ON INVESTMENTS							
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS ON INVESTMENTS	.00	.00	.00	.00	.00	.00	.0
COMMUNITY SERVICE ACTIVITIES							
1810 DAY CARE	3,000,448.71	.00	102,605.34	2,644,012.51	3,127,636.00	483,623.49	84.5
TOTAL COMMUNITY SERVICE ACTIVITIES	3,000,448.71	.00	102,605.34	2,644,012.51	3,127,636.00	483,623.49	84.5
OTHER REVENUE FROM LOCAL SOURCES							
1980 PRYR REFND	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER REVENUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM LOCAL SOURCES	3,000,448.71	.00	102,605.34	2,644,012.51	3,127,636.00	483,623.49	84.5
REVENUE FROM STATE SOURCES							
REVENUE ON BEHALF PAYMENTS							
3900 BEHALF	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE ON BEHALF PAYMENTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM STATE SOURCES	.00	.00	.00	.00	.00	.00	.0
OTHER RECEIPTS							
INTERFUND TRANSFERS							
5210 FND XFER	.00	.00	.00	.00	.00	.00	.0

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After School Care (52)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
TOTAL INTERFUND TRANSFERS	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER RECEIPTS	.00	.00	.00	.00	.00	.00	.0
TOTAL RECEIPTS	3,000,448.71	.00	102,605.34	2,644,012.51	3,127,636.00	483,623.49	84.5
TOTAL REVENUE	4,610,979.34	.00	102,605.34	4,578,096.70	5,061,720.19	483,623.49	90.5

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After School Care (52)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
1000 INSTRUCTION							
0100	.00	.00	.00	.00	.00	.00	.0
0200	.00	.00	.00	.00	.00	.00	.0
TOTAL 1000 INSTRUCTION	.00	.00	.00	.00	.00	.00	.0
3200 DAY CARE OPERATIONS							
0100	2,136,028.84	.00	12,993.79	1,898,905.03	2,592,844.87	693,939.84	73.2
0200	276,880.09	.00	1,103.59	226,402.90	744,428.62	518,025.72	30.4
0280	.00	.00	.00	.00	.00	.00	.0
0300	11,096.94	11,810.25	.00	62,831.65	251,596.16	176,954.26	29.7
0400	395.00	.00	.00	896.36	3,105.00	2,208.64	28.9
0500	3,781.46	221.09	66.30	5,191.80	21,752.57	16,339.68	24.9
0600	223,041.73	67,604.27	32,095.82	309,685.87	804,467.74	427,177.60	46.9
0700	69,694.60	8,329.35	1,899.05	16,937.25	35,603.01	10,336.41	71.0
0800	9,457.50	.00	.00	8,571.98	8,571.98	.00	100.0
0840	1,989.50	.00	.00	.00	599,350.24	599,350.24	.0
TOTAL 3200 DAY CARE OPERATIONS	2,732,365.66	87,964.96	48,158.55	2,529,422.84	5,061,720.19	2,444,332.39	51.7
TOTAL EXPENDITURES	2,732,365.66	87,964.96	48,158.55	2,529,422.84	5,061,720.19	2,444,332.39	51.7
TOTAL FOR After School Care (52)	1,878,613.68	-87,964.96	54,446.79	2,048,673.86	.00	-1,960,708.90	.0

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PRINT SHOP (61)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE	.00	.00	.00	.00	.00	.00	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
EARNINGS ON INVESTMENTS							
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS ON INVESTMENTS	.00	.00	.00	.00	.00	.00	.0
OTHER REVENUE FROM LOCAL SOURCES							
1970 SER OT FUN	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER REVENUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.00	.0
TOTAL RECEIPTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0
TOTAL FOR PRINT SHOP (61)	.00	.00	.00	.00	.00	.00	.0

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WAREHOUSE (62)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
OTHER REVENUE FROM LOCAL SOURCES							
1970 SER OT FUN	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER REVENUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.00	.0
TOTAL RECEIPTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0
TOTAL FOR WAREHOUSE (62)	.00	.00	.00	.00	.00	.00	.0

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

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FIDUCIARY FUND-PENSION, INVEST	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINNING BALANCE	274,204.43	.00	.00	293,246.43	.00	-293,246.43	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
EARNINGS ON INVESTMENTS							
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
1511 Invest Inc	.00	.00	.00	.00	.00	.00	.0
1530 FAIR VL IN	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS ON INVESTMENTS	.00	.00	.00	.00	.00	.00	.0
OTHER REVENUE FROM LOCAL SOURCES							
1920 CONTRIBUTE	73,018.04	.00	.00	57,237.20	.00	-57,237.20	.0
TOTAL OTHER REVENUE FROM LOCAL SOURCES	73,018.04	.00	.00	57,237.20	.00	-57,237.20	.0
TOTAL REVENUE FROM LOCAL SOURCES	73,018.04	.00	.00	57,237.20	.00	-57,237.20	.0
TOTAL RECEIPTS	73,018.04	.00	.00	57,237.20	.00	-57,237.20	.0
TOTAL REVENUE	347,222.47	.00	.00	350,483.63	.00	-350,483.63	.0

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FIDUCIARY FUND-PENSION, INVEST	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
3300 COMMUNITY SERVICES							
0600	7,236.00	.00	5,000.00	5,000.00	.00	-5,000.00	.0
0700	.00	.00	.00	.00	.00	.00	.0
TOTAL 3300 COMMUNITY SERVICES	7,236.00	.00	5,000.00	5,000.00	.00	-5,000.00	.0
3900 OTHER NON-INSTRUCTION							
0100	.00	.00	.00	.00	.00	.00	.0
0200	.00	.00	.00	.00	.00	.00	.0
0300	.00	.00	.00	.00	.00	.00	.0
0400	.00	.00	.00	.00	.00	.00	.0
0500	.00	.00	.00	.00	.00	.00	.0
0600	46,504.04	.00	.00	40,837.20	.00	-40,837.20	.0
0700	.00	.00	.00	.00	.00	.00	.0
0800	.00	.00	.00	.00	.00	.00	.0
TOTAL 3900 OTHER NON-INSTRUCTION	46,504.04	.00	.00	40,837.20	.00	-40,837.20	.0
TOTAL EXPENDITURES	53,740.04	.00	5,000.00	45,837.20	.00	-45,837.20	.0
TOTAL FOR FIDUCIARY FUND-PENSION, INVEST (7000)	293,482.43	.00	-5,000.00	304,646.43	.00	-304,646.43	.0

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GOVERNMENTAL ASSET ACCOUNT	LASTFY GRPPeriod	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
RECEIPTS							
OTHER RECEIPTS							
SALE OR COMP FOR LOSS OF ASSETS							
5311 SALE LAND	.00	.00	.00	.00	.00	.00	.0
5331 SALE BLDG	.00	.00	.00	.00	.00	.00	.0
5341 SALE EQUIP	-25,481.62	.00	.00	-5,598.67	.00	5,598.67	.0
TOTAL SALE OR COMP FOR LOSS OF ASSETS	-25,481.62	.00	.00	-5,598.67	.00	5,598.67	.0
TOTAL OTHER RECEIPTS	-25,481.62	.00	.00	-5,598.67	.00	5,598.67	.0
TOTAL RECEIPTS	-25,481.62	.00	.00	-5,598.67	.00	5,598.67	.0
TOTAL REVENUE	-25,481.62	.00	.00	-5,598.67	.00	5,598.67	.0

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GOVERNMENTAL ASSET ACCOUNT	LASTFY GRP	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
1000	INSTRUCTION						
0700	19,272.30	.00	.00	8,946.58	.00	-8,946.58	.0
TOTAL 1000	INSTRUCTION 19,272.30	.00	.00	8,946.58	.00	-8,946.58	.0
2100	STUDENT SUPPORT SERVICES						
0700	.00	.00	.00	.00	.00	.00	.0
TOTAL 2100	STUDENT SUPPORT SERVICES .00	.00	.00	.00	.00	.00	.0
2300	DISTRICT ADMIN SUPPORT						
0700	.00	.00	.00	.00	.00	.00	.0
TOTAL 2300	DISTRICT ADMIN SUPPORT .00	.00	.00	.00	.00	.00	.0
2600	PLANT OPERATIONS AND MAINTENANCE						
0700	.00	.00	.00	.00	.00	.00	.0
TOTAL 2600	PLANT OPERATIONS AND MAINTENANCE .00	.00	.00	.00	.00	.00	.0
2700	STUDENT TRANSPORTATION						
0700	.00	.00	.00	.00	.00	.00	.0
TOTAL 2700	STUDENT TRANSPORTATION .00	.00	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	19,272.30	.00	.00	8,946.58	.00	-8,946.58	.0
TOTAL FOR GOVERNMENTAL ASSET ACCOUNT GRP (8)	-44,753.92	.00	.00	-14,545.25	.00	14,545.25	.0

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FOOD SERVICE ASSET ACCOUNT (81	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
RECEIPTS							
REVENUE FROM LOCAL SOURCES							
OTHER REVENUE FROM LOCAL SOURCES							
1930 GAIN/LOSS	-16,833.47	.00	.00	-1,811.33	.00	1,811.33	.0
TOTAL OTHER REVENUE FROM LOCAL SOURCES	-16,833.47	.00	.00	-1,811.33	.00	1,811.33	.0
TOTAL REVENUE FROM LOCAL SOURCES	-16,833.47	.00	.00	-1,811.33	.00	1,811.33	.0
TOTAL RECEIPTS	-16,833.47	.00	.00	-1,811.33	.00	1,811.33	.0
TOTAL REVENUE	-16,833.47	.00	.00	-1,811.33	.00	1,811.33	.0

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FOOD SERVICE ASSET ACCOUNT (81)Period			LASTFY	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES									
3100 FOOD SERVICE OPERATION									
0700		5,611.75		.00	.00	1,228.65	.00	-1,228.65	.0
TOTAL 3100 FOOD SERVICE OPERATION			5,611.75	.00	.00	1,228.65	.00	-1,228.65	.0
TOTAL EXPENDITURES			5,611.75	.00	.00	1,228.65	.00	-1,228.65	.0
TOTAL FOR FOOD SERVICE ASSET ACCOUNT (81)			-22,445.22	.00	.00	-3,039.98	.00	3,039.98	.0

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REPORT OPTIONS

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Fiscal Year/Period for reports	2020 11
Include page break between funds?	Y
Include expenditure detail?	N
Include Percent Used?	Y
Include Last FY Actuals?	Y
Thru (P)eriod or (T)otal for Year	P
Include Prior FY 2 Actuals?	N
Include Encumbrances?	Y

** END OF REPORT - Generated by Tiffany Davis **

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BALANCE SHEET FOR 2020 11

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FUND: 1 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
10	6101	CASH IN BANK	-13,455,660.69	100,042,251.25
10	6102	CASH IN PAYROLL CLEARING ACCT	298,551.90	6,724,971.21
10	6104	PETTY CASH ACCOUNT	.00	1,500.00
10	6139	RECEIVABLE FROM FOOD SVC FND	-727,239.02	1,142,049.91
10	6153	ACCOUNTS RECEIVABLE	-297,973.47	1,756,488.65
10	6171	INVENTORIES FOR CONSUMPTION	-41,589.80	2,321,281.42
TOTAL ASSETS			-14,223,911.08	111,988,542.44
LIABILITIES				
10	7421	ACCOUNTS PAYABLE	43,392.87	-66,931.75
10	7421A	ACCT PAYABLE-ACTIVE CARD PAY	-427,096.19	-2,673,858.72
10	7461H	HEALTH INS EMPLOYER COST	.00	-622.45
10	7461M	MEDICARE TAX	-142.06	-142.06
10	7462U	UNEMPLOYMENT	18,538.13	-383,439.47
10	7462W	WORKERS COMP	-213,048.67	-960,559.34
10	7469	LOCAL TAX WITHHELD PAYABLE	-104,289.80	-211,061.76
10	7469T	TAX LEVY	.00	-2,792.29
10	7470A	LIAB DUE - AETNA	75.00	-10,530.20
10	7470BB	PAYROLL DEDUCTIONS-ONE AMERICA	.00	-7,485.75
10	7470BT	ONE AMERICA-21 PAYS	-7.78	-76.25
10	7470D	LIAB DUE - VARIABLE ANNUITY	-646.81	-32,717.00
10	7470DT	DENTAL STATE 21 PAYS	-54.00	-313.28
10	7470E	LIAB DUE - VAN KAMPEN	.00	-5,396.28
10	7470F	FRINGE MANAGEMENT	1,359.39	-82,202.68
10	7470FT	FRINGE MANAGEMENT 21 PAY	-53.00	-457.78
10	7470G	GARNISHMENT	-801.84	-15,268.11
10	7470H	CHILD SUPPORT	-270.50	-34.62
10	7470K	KEA DUES	-14.60	-14.60
10	7470KP	LIAB DUE-PROF ED OF FAYETTE	.00	-98.45
10	7470L	LIAB DUE-LEGAL SHIELD	90.75	-8,443.20
10	7470LT	LIAB DUE-LEGAL SHIELD-21 PAY	-9.96	-108.06
10	7470M	MISCELLANEOUS	.00	1,365.19
10	7470P	LIABILITY - PRUDENTIAL LIFE	114.73	-6,555.47
10	7470PT	LIABILITY-GROUP LIFE 21 PAYS	-11.16	-85.96
10	7470Q	LIAB DUE - KY EMPLOYEE	325.00	-61,644.02
10	7470TV	VISION STATE 21 PAYS	-20.64	-115.83
10	7470U	UNITED WAY	.00	15.00
10	7470V	LIABILITY - VISION INSURANCE	140.36	-37,621.29
10	7470VC	LIABILITY-VISION INS CHECK	.00	-3,689.28
10	7470VT	VISION INSURANCE 21 PAYS	-13.04	-156.62
10	7470X	BENEFIT PAY - DELTA DENTAL	.00	-309.88
10	7470XT	DENTAL CARE PLUS-21 PAYS	-55.58	-571.51
10	7470XX	BENEFIT PAY - DENTAL CARE PLUS	-247.98	-133,868.00
10	7470Y	HUMANA - 2006 PLAN	2,611.08	-764,001.63
10	7470YD	DENTAL STATE	191.37	-49,335.96
10	7470YT	HUMANA-2006 PLAN 21 PAYS	-394.34	-3,182.81
10	7470YV	VISION STATE	173.69	-15,201.46
10	7471	FEDERAL TAX WITHHELD PAYABLE	-140.51	-140.51
10	7472	FICA WITHHELD PAYABLE	-189.94	-189.94
10	7473	STATE TAX WITHHELD PAYABLE	-153.20	-153.20

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****FAYETTE COUNTY PRIMARY ****
BALANCE SHEET FOR 2020 11
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FUND: 1 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
LIABILITIES				
10	7474A	KTRS	-533.53	34,950.76
10	7475A	CLASS RETIRED INS	1,682,435.24	-1,520,403.55
10	7481	DEFERRED REVENUE	.00	-374,649.54
10	7491	CURRENT BOND OBLIGATIONS	.00	-1,770.50
10	7491T	CURRNT BOND OBLIGATIONS 21 PAY	.00	-12.96
10	7493	CURRENT PORT OF ACC SICK LEAVE	.00	-2,075,816.14
10	7499	OTHER CURRENT LIABILITIES	41,541.67	.00
10	7499CA	AFA CAN/ACC/HOSP GAP (PRETAX)	-1,552.20	-134,108.46
10	7499CT	AFACAN/ACC/HOSP (PRETAX) 21 PA	-82.12	-742.38
10	7499DL	AFA DIS/LIFE/LTC (POST TAX)	251.32	-425,425.11
10	7499DT	AFA DIS/LIFE/LTC (POST TAX) 21	-164.28	-1,454.89
10	7499FS	AFA 457(B) (PRE-TAX)	550.00	-15,247.00
10	7499RI	AFA ROTH IRA (POST TAX)	600.00	-35,364.44
10	7499T	OTHER CURR LIA-TPA LIABILITY	.00	-41,166.13
10	7499ZT	AFA 403(B) (PRE-TAX)	-605.00	-5,779.43
TOTAL LIABILITIES			1,041,791.87	-10,134,987.05
FUND BALANCE				
10	6302	REVENUES CONTROL	-19,021,126.70	-437,481,731.90
10	7602	EXPENDITURES CONTROL	32,203,245.91	335,628,176.51
10	7603	ENCUMBRANCES	1,156,123.41	8,745,053.69
10	8753	RESERVED FOR ENCUMBRANCES	-1,156,123.41	-8,745,053.69
TOTAL FUND BALANCE			13,182,119.21	-101,853,555.39
TOTAL LIABILITIES + FUND BALANCE			14,223,911.08	-111,988,542.44
			=====	=====

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****FAYETTE COUNTY PRIMARY ****
BALANCE SHEET FOR 2020 11
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FUND: 2 SPECIAL REVENUE			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
20	6101	CASH IN BANK	1,664,569.77	2,660,845.22
20	6153	ACCOUNTS RECEIVABLE	.00	18,748.86
TOTAL ASSETS			1,664,569.77	2,679,594.08
LIABILITIES				
20	7421	ACCOUNTS PAYABLE	.00	-24,519.90
20	7421A	ACCT PAYABLE-ACTIVE CARD PAY	-81,482.92	-673,117.20
20	7461	ACCR SALARIES & BENEFT PAYABLE	-287,875.61	-287,875.58
TOTAL LIABILITIES			-369,358.53	-985,512.68
FUND BALANCE				
20	6302	REVENUES CONTROL	-4,047,943.10	-35,028,899.82
20	7602	EXPENDITURES CONTROL	2,752,731.86	33,334,818.42
20	7603	ENCUMBRANCES	114,954.43	788,485.69
20	8753	RESERVED FOR ENCUMBRANCES	-114,954.43	-788,485.69
TOTAL FUND BALANCE			-1,295,211.24	-1,694,081.40
TOTAL LIABILITIES + FUND BALANCE			-1,664,569.77	-2,679,594.08
			=====	=====

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**FAYETTE COUNTY PRIMARY **
BALANCE SHEET FOR 2020 11

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FUND: 22 DIST ACTIVITY ACCOUNT			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
	22	6101 CASH IN BANK	44,585.67	594,369.38
		TOTAL ASSETS	44,585.67	594,369.38
LIABILITIES				
	22	7421 ACCOUNTS PAYABLE	.00	-111.58
	22	7421A ACCT PAY-ACTIVE CARD PAY ACI	-4,326.40	-93,100.27
		TOTAL LIABILITIES	-4,326.40	-93,211.85
FUND BALANCE				
	22	6302 REVENUES CONTROL	-100,182.39	-1,773,894.35
	22	7602 EXPENDITURES CONTROL	59,923.12	1,272,736.82
	22	7603 ENCUMBRANCES	130,485.48	223,414.65
	22	8753 RESERVED FOR ENCUMBRANCES	-130,485.48	-223,414.65
		TOTAL FUND BALANCE	-40,259.27	-501,157.53
		TOTAL LIABILITIES + FUND BALANCE	-44,585.67	-594,369.38

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****FAYETTE COUNTY PRIMARY ****
BALANCE SHEET FOR 2020 11

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FUND: 310 CAPITAL OUTLAY FUND				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
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ASSETS					
	31	6101	CASH IN BANK	1,885,714.00	1,331,709.62
			TOTAL ASSETS	1,885,714.00	1,331,709.62
<hr/>					
FUND BALANCE					
	31	6302	REVENUES CONTROL	-1,885,714.00	-3,726,894.00
	31	7602	EXPENDITURES CONTROL	.00	2,395,184.38
			TOTAL FUND BALANCE	-1,885,714.00	-1,331,709.62
			TOTAL LIABILITIES + FUND BALANCE	===== -1,885,714.00 =====	===== -1,331,709.62 =====

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**FAYETTE COUNTY PRIMARY **
 BALANCE SHEET FOR 2020 11

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FUND: 320 BUILDING FUND (5 CENT LEVY)			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
32	6101	CASH IN BANK	-6,541,159.49	5,997,881.45
	TOTAL ASSETS		-6,541,159.49	5,997,881.45
FUND BALANCE				
32	6302	REVENUES CONTROL	-951,463.31	-34,233,858.90
32	7602	EXPENDITURES CONTROL	7,492,622.80	28,422,396.01
32	8738	RESTRICTED-SFCC ESCROW-CURRENT	.00	-186,418.56
	TOTAL FUND BALANCE		6,541,159.49	-5,997,881.45
	TOTAL LIABILITIES + FUND BALANCE		6,541,159.49	-5,997,881.45

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**FAYETTE COUNTY PRIMARY **
 BALANCE SHEET FOR 2020 11

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FUND: 360 CONSTRUCTION FUND				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	36	6101	CASH IN BANK	-3,010,596.60	36,022,427.64
			TOTAL ASSETS	-3,010,596.60	36,022,427.64
LIABILITIES					
	36	7421A	ACCT PAYABLE-ACTIVE CARD PAY	-353,537.48	-1,388,587.28
			TOTAL LIABILITIES	-353,537.48	-1,388,587.28
FUND BALANCE					
	36	6302	REVENUES CONTROL	-185,012.50	-70,594,198.30
	36	7602	EXPENDITURES CONTROL	3,549,146.58	35,960,357.94
	36	7603	ENCUMBRANCES	-3,358,203.46	19,623,919.38
	36	8753	RESERVED FOR ENCUMBRANCES	3,358,203.46	-19,623,919.38
			TOTAL FUND BALANCE	3,364,134.08	-34,633,840.36
			TOTAL LIABILITIES + FUND BALANCE	3,010,596.60	-36,022,427.64

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**FAYETTE COUNTY PRIMARY **
 BALANCE SHEET FOR 2020 11

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FUND: 400 DEBT SERVICE FUND				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
40	6101	CASH IN BANK		.00	180,033.63
	TOTAL ASSETS			.00	180,033.63
FUND BALANCE					
40	6302	REVENUES CONTROL	-7,492,622.80		-31,127,298.40
40	7602	EXPENDITURES CONTROL	7,492,622.80		30,947,264.77
	TOTAL FUND BALANCE			.00	-180,033.63
TOTAL LIABILITIES + FUND BALANCE				.00	-180,033.63

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****FAYETTE COUNTY PRIMARY ****
BALANCE SHEET FOR 2020 11

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FUND: 51 FOOD SERVICE FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
51	6101	CASH IN BANK	551,719.29	5,094,463.58
51	6104	PETTY CASH ACCOUNT	.00	5,012.00
51	6130	INTERFUND RECEIVABLES	-206,838.54	-1,186,100.82
51	6153	ACCOUNTS RECEIVABLE	.00	124,615.22
51	6171	INVENTORIES FOR CONSUMPTION	.00	357,883.16
51	6400O	DEFERRED OUTFLOWS OPEB	.00	1,394,151.41
51	6400P	DEFERRED OUTFLOWS PENSION LIB	.00	1,656,782.40
TOTAL ASSETS			344,880.75	7,446,806.95
LIABILITIES				
51	7541O	UNFUNDED PENSION LIAB OPEB	.00	-4,897,072.65
51	7541P	UNFUNDED PENSION LIAB PENSION	.00	-5,680,494.45
51	7700O	DEFERRED INFLOW OPEB	.00	-909,858.54
51	7700P	DEFERRED INFLOW PENSION	.00	-1,158,136.47
TOTAL LIABILITIES			.00	-12,645,562.11
FUND BALANCE				
51	6302	REVENUES CONTROL	-698,336.07	-22,340,366.29
51	7602	EXPENDITURES CONTROL	353,455.32	17,944,493.15
51	7603	ENCUMBRANCES	375,443.06	3,293,627.13
51	8737O	RESTRICTED OPEB	.00	4,118,714.42
51	8737P	RESTRICTED - OTHER	.00	5,475,913.88
51	8753	RESERVED FOR ENCUMBRANCES	-375,443.06	-3,293,627.13
TOTAL FUND BALANCE			-344,880.75	5,198,755.16
TOTAL LIABILITIES + FUND BALANCE			-344,880.75	-7,446,806.95
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 **FAYETTE COUNTY PRIMARY **
 BALANCE SHEET FOR 2020 11

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FUND: 52 After School Care			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
52	6101	CASH IN BANK	55,216.43	2,075,764.68
52	64000	DEFERRED OUTFLOWS OPEB	.00	112,496.56
52	6400P	DEFERRED OUTFLOWS PENSION LIB	.00	288,296.27
TOTAL ASSETS			55,216.43	2,476,557.51
LIABILITIES				
52	7421A	ACCT PAYABLE-ACTIVE CARD PAY	-769.64	-27,090.82
52	7541O	UNFUNDED PENSION LIAB OPEB	.00	-457,095.86
52	7541P	UNFUNDED PENSION LIAB PENSION	.00	-1,144,200.49
52	7700O	DEFERRED INFLOW OPEB	.00	-79,638.74
52	7700P	DEFERRED INFLOW PENSION	.00	-102,897.39
TOTAL LIABILITIES			-769.64	-1,810,923.30
FUND BALANCE				
52	6302	REVENUES CONTROL	-102,605.34	-4,578,096.70
52	7602	EXPENDITURES CONTROL	48,158.55	2,529,422.84
52	7603	ENCUMBRANCES	1,939.60	87,964.96
52	8737O	RESTRICTED OPEB	.00	401,593.25
52	8737P	RESTRICTED - OTHER	.00	981,446.40
52	8753	RESERVED FOR ENCUMBRANCES	-1,939.60	-87,964.96
TOTAL FUND BALANCE			-54,446.79	-665,634.21
TOTAL LIABILITIES + FUND BALANCE			-55,216.43	-2,476,557.51
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**FAYETTE COUNTY PRIMARY **
BALANCE SHEET FOR 2020 11

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FUND: 7000 FIDUCIARY FUND-PENSION, INVEST				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
70	6101		CASH IN BANK	22,667.85	-5,000.00
70	6101	0002	CASH IN BANK	-24,363.00	.00
70	6101	0003	CASH IN BANK	-3,304.85	.00
70	6101	0007	CASH IN BANK	.00	250,183.63
70	6101	0008	CASH IN BANK	.00	40,121.01
70	6101	0011	CASH IN BANK	.00	19,341.79
70	6111	0002	INVESTMENTS	.00	1,129,396.35
TOTAL ASSETS				-5,000.00	1,434,042.78
FUND BALANCE					
70	6302		REVENUES CONTROL	.00	-350,483.63
70	7602		EXPENDITURES CONTROL	5,000.00	45,837.20
70	8737		RESTRICTED - OTHER	.00	-1,129,396.35
TOTAL FUND BALANCE				5,000.00	-1,434,042.78
TOTAL LIABILITIES + FUND BALANCE				5,000.00	-1,434,042.78
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 **FAYETTE COUNTY PRIMARY **
 BALANCE SHEET FOR 2020 11

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FUND: 8 GOVERNMENTAL ASSET ACCOUNT GRP				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
80	6201	LAND		.00	19,431,536.08
80	6211	LAND IMPROVEMENTS		.00	1,096,909.07
80	6212	ACCUMULATED DEPR LAND IMPROV		.00	-216,421.72
80	6221	BUILDINGS & IMPROVEMENTS		.00	856,979,452.73
80	6222	ACCUMULATED DEPR - BUILDINGS		.00	-294,663,426.58
80	6231	TECHNOLOGY EQUIPMENT		.00	14,060,401.44
80	6232	ACCUMULATED DEPR TECH EQUIP		.00	-12,485,713.82
80	6241	VEHICLES		.00	26,089,737.57
80	6242	ACCUMULATED DEPR-VEHICLES		.00	-17,592,795.81
80	6251	GENERAL EQUIPMENT		.00	5,092,629.66
80	6252	ACCUMULATED DEPR GEN EQUIP		.00	-4,212,234.41
80	6261	CONSTRUCTION IN PROGRESS		.00	17,027,747.07
TOTAL ASSETS				.00	610,607,821.28
FUND BALANCE					
80	6302	REVENUES CONTROL		.00	5,598.67
80	7602	EXPENDITURES CONTROL		.00	8,946.58
80	8710	INVESTMENTS IN GOV'T ASSETS		.00	-610,622,366.53
TOTAL FUND BALANCE				.00	-610,607,821.28
TOTAL LIABILITIES + FUND BALANCE				.00	-610,607,821.28
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**FAYETTE COUNTY PRIMARY **
 BALANCE SHEET FOR 2020 11

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FUND: 81 FOOD SERVICE ASSET ACCOUNT			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
81	6231	TECHNOLOGY EQUIPMENT	.00	187,690.08
81	6232	ACCUMULATED DEPR TECH EQUIP	.00	-114,647.39
81	6241	VEHICLES	.00	113,480.00
81	6242	ACCUMULATED DEPR-VEHICLES	.00	-3,782.67
81	6251	GENERAL EQUIPMENT	.00	13,231,143.30
81	6252	ACCUMULATED DEPR GEN EQUIP	.00	-8,182,857.87
TOTAL ASSETS			.00	5,231,025.45
FUND BALANCE				
81	6302	REVENUES CONTROL	.00	1,811.33
81	7602	EXPENDITURES CONTROL	.00	1,228.65
81	8711	INVESTMENTS IN BUS TYPE ASSETS	.00	-5,234,065.43
TOTAL FUND BALANCE			.00	-5,231,025.45
TOTAL LIABILITIES + FUND BALANCE			.00	-5,231,025.45
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**FAYETTE COUNTY PRIMARY **
BALANCE SHEET FOR 2020 11

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FUND: 9 LONG-TERM DEBT ACCOUNT GROUP			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
90	6194	BOND PREMIUM/DISCOUNT	.00	333,695.17
	TOTAL ASSETS		.00	333,695.17
LIABILITIES				
90	6303	AMT AVAILABLE IN DEBT SERVICE	.00	29,536,100.31
90	6304	AMT RETIRE LONG-TERM DEBT	.00	406,015,134.00
90	7443	UNAMORTIZED PREMIUM	.00	-16,531,369.93
90	7455	SHORT-TERM INT PAYABLE (ACCRD)	.00	-4,222,387.47
90	7491	CURRENT BOND OBLIGATIONS	.00	-18,745,134.00
90	7495	CURRENT CAPITAL LEASE (KISTA)	.00	-1,319,481.00
90	7511	NONCURRENT BOND OBLIGATION	.00	-387,270,000.00
90	7513	GAIN/LOSS DEBT REFUNDING	.00	5,774,844.00
90	7531	NONCURRENT LEASE (KISTA)	.00	-6,898,493.00
90	7551	COMPENSATED ABSENCES	.00	-6,672,908.08
	TOTAL LIABILITIES		.00	-333,695.17
	TOTAL LIABILITIES + FUND BALANCE		.00	-333,695.17

** END OF REPORT - Generated by Tiffany Davis **

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

MEETING: Regular

DATE: 6/15/2020

TOPIC: School Activity Funds Report

PREPARED BY: Rodney Jackson

**Recommended Action on: 6/22/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: School Activity Funds Report for the period April 30, 2020. The report details each school's activity fund expenses and receipts for the month and year previously reported.

Policy: 01:11 (General Powers and Duties of the Board)

Fiscal Impact: N/A

Attachments(s): School Activity Funds Report

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

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

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

SCHOOL ACTIVITY FUNDS REPORT FOR APRIL 2020

SCHOOLS	APR 2020	RECEIPTS	EXPENSES	END BAL
ELEMENTARY				
Arlington	\$21,070.28	\$101.71	\$3,600.00	\$17,571.99
Ashland	\$24,759.42	\$3,854.88	\$11,366.99	\$17,247.31
Athens-Chilesburg	\$113,246.63	\$9.28	-\$5.00	\$113,250.91
BTW Elementary	\$9,238.15	\$0.76	\$132.00	\$9,106.91
Breckinridge	\$21,685.38	\$828.80	\$6,173.00	\$16,341.18
Brenda Cowan Elem (amended)	\$48,406.00	\$3.96	\$510.22	\$47,899.74
Cardinal Valley	\$39,389.05	\$889.50	\$1,951.00	\$38,327.55
Cassidy	\$86,786.25	\$7.37	\$29,991.96	\$56,801.66
Clays Mill	\$78,600.99	\$2,336.54	\$30,859.50	\$50,078.03
Coventry Oak	\$42,582.19	\$82.15	\$0.00	\$42,664.34
Deep Springs	\$10,796.52	\$0.88	\$2,316.82	\$8,480.58
Dixie Magnet	\$42,778.75	\$4.41	\$13,348.00	\$29,435.16
Garden Springs	\$59,715.67	\$25,505.35	\$48,688.74	\$36,532.28
Garrett Morgan	\$95,073.69	\$7.80	\$861.45	\$94,220.04
Glendover	\$29,059.53	\$5,083.48	\$500.00	\$33,643.01
Harrison	\$16,553.48	\$76.36	\$0.00	\$16,629.84
James Lane Allen	\$20,984.99	\$256.20	\$100.00	\$21,141.19
Julius Marks	\$56,089.30	\$369.52	\$2,375.00	\$54,083.82
Lansdowne	\$29,251.48	\$5,004.63	\$0.00	\$34,256.11
Liberty	\$77,629.18	-\$7,472.65	\$23,269.74	\$46,886.79
Mary Todd	\$8,102.68	\$0.67	\$0.00	\$8,103.35
Maxwell	\$64,171.55	\$5.27	\$1,499.38	\$62,677.44
Meadowthorpe	\$50,114.32	\$3,982.83	\$16,125.88	\$37,971.27
Academy for Leadership @ Millcreek	\$14,284.51	\$776.48	\$0.00	\$15,060.99
Northern	\$25,512.35	\$2.11	\$249.00	\$25,265.46
Picadome (amended)	\$20,038.41	\$1,513.63	\$3,345.00	\$18,207.04
Rosa Parks	\$51,725.70	\$7.33	\$691.20	\$51,041.83
Russell Cave	\$12,176.97	\$701.00	\$655.00	\$12,222.97
Sandersville	\$43,843.71	\$3.59	\$0.00	\$43,847.30
Southern	\$55,431.11	\$7,252.30	\$0.00	\$62,683.41
Squires	\$41,165.23	\$2,974.24	\$0.00	\$44,139.47
Stonewall	\$56,904.22	\$66,769.82	\$73,920.16	\$49,753.88
Tates Creek	\$27,770.40	\$6,796.97	\$18,919.55	\$15,647.82
Veterans Park	\$16,631.58	\$1.47	\$3,019.55	\$13,613.50
Wellington	\$44,680.87	\$35,134.30	\$58,542.60	\$21,272.57
William Wells Brown	\$14,937.28	\$300.34	\$0.00	\$15,237.62
Yates	\$24,350.47	\$2.03	\$0.00	\$24,352.50
SUB TOTAL	\$1,495,538.29	\$163,175.31	\$353,006.74	\$1,305,706.86
MIDDLE				
Beaumont	\$120,415.86	\$2,562.21	\$12,011.48	\$110,966.59
Bryan Station	\$73,651.30	\$6.25	\$2,114.75	\$71,542.80
Crawford	\$69,047.92	\$5.64	\$4,070.95	\$64,982.61
Edythe J. Hayes	\$151,894.13	\$517.01	\$7,215.46	\$145,195.68
Jessie Clark	\$122,725.96	\$10.24	\$204.54	\$122,531.66
Leestown	\$97,036.66	\$3,902.82	\$22,643.78	\$78,295.70
LTMS	\$37,382.54	\$163.20	\$1,655.92	\$35,889.82
Morton	\$132,948.03	\$581.28	\$9,999.52	\$123,529.79
SCAPA	\$80,301.06	\$391.75	\$7,567.85	\$73,124.96
Southern	\$178,017.85	\$89.29	\$19,007.10	\$159,100.04
Tates Creek	\$82,116.88	\$562.96	\$3,288.00	\$79,391.84
Winburn	\$70,718.51	\$1,580.35	\$797.56	\$71,501.30

SUB TOTAL	\$1,216,256.70	\$10,373.00	\$90,576.91	\$1,136,052.80
HIGH				
Bryan Station	\$166,169.52	\$6,367.90	\$8,935.99	\$163,601.43
Frederick Douglass	\$209,257.06	\$17.54	\$77,226.51	\$132,048.09
Henry Clay	\$370,690.31	\$4,495.77	\$3,686.41	\$371,499.67
Lafayette	\$177,019.84	\$26,026.80	\$27,253.35	\$175,793.29
P.L. Dunbar	\$514,491.47	\$4,023.58	\$37,069.49	\$481,445.56
Tates Creek	\$253,579.41	\$21,935.09	\$70,012.74	\$205,501.76
SUB TOTAL	\$1,691,207.61	\$62,866.68	\$224,184.49	\$1,529,889.80
VOCATIONAL/ALT.				
Carter G. Woodson	\$15,052.70	\$1.25	\$0.00	\$15,053.95
Eastside Tech Ctr.	\$94,471.42	\$8.49	\$0.00	\$94,479.91
Locust Trace Agriscience	\$45,169.45	\$8,875.40	\$1,391.30	\$52,653.55
MLK Jr. Academy	\$253,487.86	\$991.24	\$1,599.57	\$252,879.53
Southside Tech.Ctr.	\$16,483.57	\$284.37	\$336.00	\$16,431.94
Steam Academy	\$33,647.75	\$3,928.51	\$0.00	\$37,576.26
Success Academy	\$1,003.18	\$100.26	\$0.00	\$1,103.44
The Learning Center	\$10,609.97	\$0.88	\$0.00	\$10,610.85
SUB TOTAL	\$469,925.90	\$14,190.40	\$3,326.87	\$480,789.43
GRAND TOTAL	\$4,872,928.50	\$250,605.39	\$671,095.01	\$4,452,438.89

**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	HS INTRAMURAL DIRECTOR
PATRICK LINDSEY	MARY TODD ELEMENTARY	ELEM TECHNOLOGY COORD
SMITH CRAIG	BEAUMONT MIDDLE SCHOOL	MID ASST TRACK & FIELD (GIRLS)
DAVIS LEE	BEAUMONT MIDDLE SCHOOL	MID DISCR COACH (WINTER)
POFF JAMES	MARY TODD ELEMENTARY	ELEM TECHNOLOGY COORD
BROADNAX KATHLEEN	BRYAN STATION HIGH	MID HEAD TRACK & FIELD (GIRLS)
KEINATH KATHLEEN	JAMES LANE ALLEN ELEMENTARY	ELEM ACADEMIC TEAM COACH
DEXTER MICHELLE	BRYAN STATION HIGH	HS DISCR COACH (SPRING)
SKEEL MELISSA	CLAYS MILL ELEMENTARY	ELEM EXTRACURRICULAR COORD
STEWART CARYNN	LEXINGTON TRAD MAGNET MIDDLE	MID ASST TRACK & FIELD (GIRLS)
LAYNE LOGAN	LOCUST TRACE TECHNICAL CENTER	HS STLP COORDINATOR
FLUTY LORA	JAMES LANE ALLEN ELEMENTARY	ELEM ACADEMIC TEAM COACH

**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

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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

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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

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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	STDT 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

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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