



Board of Education Regular Meeting

Norsworthy Auditorium
July 24, 2017
6:00 PM

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|---|-----------------|
| A. CALL TO ORDER | Melissa Bacon |
| 1. Roll Call | |
| B. EXTEND WELCOME TO GUESTS | |
| C. MOMENT OF SILENCE | |
| D. PLEDGE OF ALLEGIANCE | Doug Barnett |
| E. READING OF MISSION STATEMENT | Doug Barnett |
| 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. | |
| F. 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. _____ | |
| G. INTRODUCTIONS, RECOGNITIONS, PROCLAMATIONS AND RESOLUTIONS: | |
| 1. Introductions | |
| 2. Student Performance | |
| a. Performance, Meaghan Haddix, SCAPA at Bluegrass | |
| 3. Recognitions | |
| a. Jennifer Williams, Lexington Traditional Magnet, 2017 Technology Student Association Advisor of the Year | |
| b. Recognition, 212 Degrees | Lisa Deffendall |
| 4. Proclamations | |
| 5. Resolutions | |
| H. REPORTS, COMMUNICATIONS AND RESOLUTIONS: | |
| 1. Progress Reports | |
| a. Superintendent's Report | Emmanuel Caulk |
| 1. Academic Services - Update on Comprehensive District Improvement Plan (CDIP) | Paula Whitmer |
| 2. Equity Council Report | Darryl Thompson |
| 3. Operations & Support | Myron Thompson |
| 2. Remarks by Citizens (persons who have signed up to speak): | |

Fayette County Board of Education Policy 01.45 states,

“...Members of the public may address the Board during the period set aside by the Board without submitting an item for the agenda. No action shall be taken during this portion of the meeting on issues raised by employees or the public unless deemed an emergency by the Board...”

Please note: Speakers will not be allowed to make any disparaging or critical remarks about individuals or employees of the District. Critical comments or complaints are processed through the District’s complaint procedures, which afford the individuals to whom comments or complaints are directed, the opportunity for response and due process.

a. There are two opportunities for the public to address the Board: At the beginning of the meeting, the public, who have signed up prior to the meeting, is invited to speak on items that are On the Agenda. This is not intended to be a time for debate, however, the Board will take the public's input into consideration when making their final decision this evening. Each speaker will be allowed a maximum of 5 minutes.

At the end of the meeting, members of the public who have signed up prior to the meeting are invited to address the Board on any topic of District-related concern that is NOT on the official agenda for this meeting (Policy # 01.45). Please know that since these items are not on tonight's agenda, our Board may or may not comment. It is important to know that this is not intended to be a time where issues will be debated. The Chair will determine the amount of time for each speaker, depending upon the lateness of the hour and the number of speakers.

I. APPROVAL OF ROUTINE MATTERS:

Minutes from Board meetings

1. Minutes of the June 12, 2017 Board Planning Meeting
2. Minutes of the June 26, 2017

J. APPROVAL OF CONSENT ITEMS:

- | | |
|--|------------------|
| 1. Award of Bids/Proposals | Myron Thompson |
| 2. Post Approval Report | Rodney Jackson |
| 3. Professional Leave by District Personnel | Jennifer Dyar |
| 4. Special and Other Leave of Absence | Jennifer |
| 5. Requests From Principals for Extended Trips | School Directors |
| 6. Biannual Construction Report (as of June 30, 2017) | Myron Thompson |
| 7. Approval of a Proposed Change Order (No. Twenty-three) to the Contract for the Renovation at Jessie Clark Middle School BG 13-023 | Myron Thompson |
| 8. Approval of a BG-4 Contract Closeout Form to the Contract and Direct Purchase Orders for the Renovation at Jessie Clark Middle School BG 13-023 | Myron Thompson |
| 9. Approval of Proposed Change Order (No. Twenty-two) to the Contract for the Construction of Frederick Douglass High School BG 14-159 | Myron Thompson |

K. APPROVAL OF ACTION ITEMS:

- | | |
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| 1. Review, Discussion and Action on Recommended Decision on Grievance Appeal by Peggy Hayes. | Bob Chenoweth |
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|--|----------------------------|
| 2. Policy & Procedures Updates (2nd Reading) | Shelley Chatfield |
| 3. BSHS Standards Based-Grading | James McMillian |
| 4. Frederick Douglass Bio Medical Program | Michael Dailey/Lester Diaz |
| 5. Contract - Mary Courtenay Daughtery | Amanda Dennis |
| 6. Contract - Megan Penrod | Amanda Dennis |
| 7. Contract - VersiFit Technologies | Billy Buchanan |
| 8. Contract - International Baccalaureate Organization | Paula Whitmer |

L. INFORMATIONAL ITEMS:

| | |
|---|----------------|
| 1. Indirect Cost Rate Approval and Adoption | Rodney Jackson |
| 2. School Activity Funds Reports | Rodney Jackson |
| 3. Personnel Changes for July 24, 2017 Board Agenda | Jennifer Dyar |
| 4. Budget Transfer Report | Julane Mullins |
| Budget Transfer Report 7/24/2017 | |
| 5. Interfund Transfer Report 7/24/2017 | Julane Mullins |
| 6. Position Control Document 7/24/2017 | Julane Mullins |

M. ORAL COMMUNICATIONS:

| | |
|--|--|
| 1. Public | |
| NOTICE: Our next item is where members of the public may address the Board on any topic of District-related concern that is NOT on the official agenda for this meeting (Policy # 1.45). Please know that since these items are not on tonight's agenda our Board may or may not comment. It is important to know that this is not intended to be a time where issues will be debated. The Chair will determine the amount of time for each speaker, depending upon the lateness of the hour and the number of speakers. | |
| 2. Board Request Summary | |
| A motion is in order to approve the following Board requests: | |
| a. _____ | |
| b. _____ | |
| c. _____ | |
| 3. Other Business | |
| a. Board Discussion of Board Work | |
| b. Staff | |

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

A motion is in order to: "make the agenda dated July 24, 2017 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim."

O. 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. | |

P. 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.

**RECORD OF BOARD PROCEEDINGS
(MINUTES)**

Fayette County Board of Education Planning Meeting
June 12, 2017

The Fayette County Board of Education met at 701 East Main Street, Lexington, KY 5:30 PM on June 12, 2017 with the following members present:

Attendance Taken at 5:38 PM:

Present Board Members:

Mr. Douglas Barnett
Mr. Raymond Daniels
Mr. Daryl Love
Ms. Stephanie Spires

Absent Board Members:

Ms. Melissa Bacon

Administration Present

Emmanuel Caulk, Superintendent
Shelley Chatfield, General Counsel
Jennifer Dyar, Acting Senior Director of Administrative Services
Kate McAnelly, Senior Director of Curriculum, Instruction, & Assessment
Schuronda Morton, Acting Senior Director of Leadership
Myron Thompson, Senior Director of Operations and Support

The purpose of the agenda planning meeting is to review the draft agenda with the Board before the Regular Board Meeting on June 26, 2017. The draft agenda is filed with the official minutes.

A. CALL TO ORDER

Ray Daniels called the meeting to order at 5:35 p.m.

B. EXTEND WELCOME TO GUESTS

Ray Daniels extended a welcome to guests at the Planning meeting.

H. REPORTS, COMMUNICATIONS AND RESOLUTIONS:

H.1. Progress Reports

H.1.a. Superintendent's Report

Discussion:

Superintendent Caulk welcomed guests to the planning meeting. He provided an overview of the agenda for the June 26, 2017 meeting.

08002

H.1.a.1. Academic Services (Superintendent Leadership Institute Overview)

Discussion:

Schuronda Morton provided an overview on the Superintendent Leadership Institute that will be held on July 18-20, 2017 on the Bates Creek Campus. Each day will begin at 8 a.m. and end at 3:45 p.m. Presentations will be 1.5 hour interactive/hands on sessions.

H.1.a.2. Equity Council Report

H.1.a.3. Operations & Support

H.2. Remarks by Citizens (persons who have signed up to speak):

H.2.a. There are two opportunities for the public to address the Board:

I. APPROVAL OF ROUTINE MATTERS:

J. APPROVAL OF CONSENT ITEMS:

J.1. Award of Bids/Proposals

J.2. Post Approval (Placeholder)

J.3. Special and Other Leave of Absence

J.4. Approval of Textbook Plans for June 2017

J.5. Facility Usage Hourly Rate Schedule for School Year 2017-2018 (Effective July 1, 2017)

J.6. Approval of Proposed Change Order (No. Twenty-one) to the Contract for the Construction of Frederick Douglass High School BG 14-159

J.7. Revision to the BG-1 Project Application for the Title IX Improvements/Softball Fieldhouse (Phase 2) at Bryan Station High School BG 15-153

K. APPROVAL OF ACTION ITEMS:

K.1. Curriculum Steering Committee Program Recommendation for Algebra, Geometry & Algebra 2 (Planning)

Discussion:

Natalie Feese and Soraya Matthews presented a new math curriculum program. They shared the process. The curriculum steering committee was chosen based on principal recommendations. Superintendent's Student Voice Team co-designed the curriculum and program expectations. Ping Pong Protocol tool was used to assist in a collective decision.

Motion Passed: *A motion to approve the selection of the identified program for High School Math (Algebra, Geometry, and Algebra 2) passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Absent |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Yes |
| Ms. Stephanie Spires | Yes |

K.2. Requests from Principals for Extended Trips (Planning)

Motion Passed: *A motion to approve the extended trip requests as listed passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

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|---------------------|--------|
| Ms. Melissa Bacon | Absent |
| Mr. Douglas Barnett | Yes |

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|----------------------|-----|
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Yes |
| Ms. Stephanie Spires | Yes |

K.3. Job Description for Manager of Financial Systems (Planning)**K.4. Job Description for CRT Coach (Planning)**

Motion Passed: *A motion to approve the job description for the Cultural Responsive Teaching Coach passed with a motion by Ms. Stephanie Spires and a second by Mr. Douglas Barnett.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Absent |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Yes |
| Ms. Stephanie Spires | Yes |

K.5. Job Description for Program Manager (Planning)

Motion Passed: *A motion to approve the job description for Program Manager passed with a motion by Ms. Stephanie Spires and a second by Mr. Daryl Love.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Absent |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Yes |
| Ms. Stephanie Spires | Yes |

K.6. Professional Leave by District Personnel (Planning)

Motion Passed: *A motion to approve the professional leave as indicated passed with a motion by Mr. Daryl Love and a second by Mr. Douglas Barnett.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Absent |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Yes |
| Ms. Stephanie Spires | Yes |

K.7. Amended 2016-2017 Instructional Calendar (Planning)

Motion Passed: *A motion to approve the final amended instructional calendar for the 2016-2017 year per KAR 7:140 section 2 passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Absent |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Yes |
| Ms. Stephanie Spires | Yes |

08004

L. DISCUSSION/INFORMATIONAL ITEMS:

L.1. 2018-2019 Calendar Recommendation Final Draft (Planning)

Discussion:

Steve Hill shared information on the 2018-2019 instructional calendar.

L.2. Preschool Calendar for 2017-2018 (Planning)

Discussion:

Whitney Stevenson provided an overview of the preschool calendar for 2017-2018 school year. The preschool calendar varies from the district calendar regarding a later start date (the Wednesday after K-12) and Preschool work days. The 2017-2018 proposed preschool calendar reflects preschool starting August 23, 2017 with August 23rd and 24th used as transition days for AM/PM session and 12 preschool work days for staff as provided during the 2016-2017 school year that are placed throughout the year.

L.3. Waive Reduced Price Meal for School Year 2017-2018 (Planning)

Discussion:

Michelle Coker provided information on waving reduced price charges in the school meal programs. The proposal is to waive the \$ 0.30 breakfast and \$0.40 lunch meal price for students receiving reduced meal assistance for the 2017-2018 school year.

L.4. Newcomer Academy Overview (Planning)

Discussion:

Michael Dailey provided an overview for the Newcomer Academy. He stated approximately 25% of the Newcomers who enter Fayette County Public Schools (FCPS) are SIFE (Students with Interrupted or Formal Education). The majority of the SIFE in FCPS are refugees coming from Africa and unaccompanied minors coming from Central America. He stated a newcomer is any English learner who has entered the U.S. for the first time. Any EL who scores a 1.0 - 1.9 on the WIDA Screener. He also shared information on the entry and exit criteria.

L.5. Economic Development Update (Planning)

Discussion:

Marilyn Clark provided an update on FCPS spending with minority and women owned business. She stated this is on work done to date to improve the structure and processes needed to increase the districtwide spending with minority- and women-owned businesses. Economic development will assist each department by sourcing for the appropriate vendors and will work with each department to reach department and district goals.

L.6. General Fund Budget Reserves (Contingency) Procedure (Planning)

Discussion:

Shelley Chatfield and Rodney Jackson shared new administrative procedure 04.31 AP.21. This procedure will provide thresholds regarding general fund budget reserves and use of those reserves.

L.7. New FCPS Website Information & Preview (Planning)

Discussion:

Bob Moore shared information on the new FCPS website and efforts to make it more usable and family friendly, and to update the look and functionality.

L.8. District Assessments (Planning)

Discussion:

This item was pulled from the agenda.

L.9. Summer Extended Learning Programs (Planning)

Discussion:

Paula Whitmer shared information on the Summer Extended Learning Programs. The Blueprint for Student Success: Achieving Educational Excellence and Equity for all included two strategies to extend the summer learning opportunities for students in our Partnership Zone schools. The elementary strategy is "Summer Learning And More" and the secondary strategy is "Summer Bridge." The YMCA of Kentucky selected three elementary schools to support during the summer as well. Booker T. Washington will have the first Power Scholars Academy program in the district. James Lane Allen and Millcreek will have the Y-Readers program.

L.10. Middle/High Athletic Guidelines Revisions (Planning)

Discussion:

Randy Peffer informed the board of middle and high school athletic recommended handbook revisions. The district will continue to have two handbooks, middle and high school. The Guidelines are utilized as an instrument for guiding the orderly operation of all Fayette County High School and Middle School Athletic programs.

L.11. Approval of Instructional School Fees for 2017-2018 (Planning)

Discussion:

Randy Peffer informed the Board of no changes of Instructional fees for 2017-2018.

L.12. District Statement of Assurances (Planning)

Discussion:

Jessica Williams shared information on the District Statement of Assurances that is a yearly requirement by KDE. Annually, school districts in Kentucky are required to provide KDE written assurances 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.

L.13. Drop-out Prevention & Reengagement Academy (Planning)

Discussion:

Faith Thompson provided information on the Drop-out Prevention and Reengagement Academy. This program was designed to serve as a safety net and alternative pathway to ensure all students persist to graduation and graduate prepared for college and career.

L.14. Classified Survey Summary Data (Planning)

Discussion:

Faith Thompson and Kiyon Massey shared information on the Classified Survey Summary Data and the next steps. This survey was designed and administered by our independent research partner K12 Insight. This survey will foster two communication, collaboration, and transparency.

L.15. FRYSC School District Assurance Certification (Planning)

Discussion:

Faith Thompson provided information on the FRYSC school district assurance certification. Frederick Douglass High School was approved for FRYSC grant funds.

L.16. School Activity Report Placeholder**L.17. Monthly Financial Placeholder**

08006

L.18. Transportation Attendance Incentive

Discussion:

Myron Thompson shared information on a proposed transportation attendance incentive to help offset a bus driver shortage. The fiscal impact was already included in the 2017-2018 budget.

L.19. Personnel Changes

L.20. Position Control Document

M. ORAL COMMUNICATIONS:

M.1. Public

M.2. Board Request Summary

M.2.a. _____

M.2.b. _____

M.2.c. _____

M.3. Other Business

M.3.a. Board Discussion of Board Work

M.3.b. Staff

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

O. CLOSED SESSION:

O.1. Reconvene in Open Session

P. ADJOURNMENT:

Motion Passed: *Approval to adjourn the meeting at 8:30 p.m. passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Absent |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Yes |
| Ms. Stephanie Spires | Yes |

Melissa Bacon, Chair

Emmanuel Caulk, Superintendent and
Secretary to the Board

**RECORD OF BOARD PROCEEDINGS
(MINUTES)**

Board of Education Regular Meeting
June 26, 2017

The Fayette County Board of Education met at 701 East Main Street, Lexington, KY 6 p.m. on June 26, 2017 with the following members present:

Attendance Taken at 6:03 p.m.:

Present Board Members:

Ms. Melissa Bacon
Mr. Douglas Barnett
Mr. Raymond Daniels
Ms. Stephanie Spires

Absent Board Members:

Mr. Daryl Love

Administration Present

Emmanuel Caulk, Superintendent
Shelley Chatfield, General Counsel
Jennifer Dyar, Acting Senior Director of Administrative Services
Kate McAnelly, Senior Director of Curriculum, Instruction, & Assessment
Schuronda Morton, Acting Senior Director of Leadership
Myron Thompson, Senior Director of Operations and Support

A. CALL TO ORDER

Melissa Bacon called the meeting to order at 6:02 p.m.

B. EXTEND WELCOME TO GUESTS

Melissa Bacon welcomed guests at the regular board meeting.

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

Ray Daniels led the Pledge of Allegiance.

E. READING OF MISSION STATEMENT

Ray Daniels read the Mission Statement.

F. 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. Douglas Barnett and a second by Mr. Raymond Daniels.*

08008

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|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

F.1. Addendum:**F.1.a.** _____**F.1.b.** _____**F.2. Deletions:****F.2.a.** _____**F.2.b.** _____**G. INTRODUCTIONS, RECOGNITIONS, PROCLAMATIONS AND RESOLUTIONS:****G.1. Introductions****G.2. Student Performance****G.2.a. Performance, Jenny Lee, Beaumont Middle, Piano**

Jenny Lee, a rising freshman at Paul Laurence Dunbar High School. Jenny recently received honorable mention in the 19th annual Nathaniel Patch Piano competition, which is sponsored by the Bluegrass Area Music Teachers Association. Jenny has played piano since she was in first grade, and she is a member of the Central Kentucky Youth Orchestra.

G.3. Recognitions**G.3.a. Matt Halpin, Paul Laurence Dunbar High, First Place, 2017 KHSAA State Tennis Tournament**

Rising tenth-grader Matt Halpin of Paul Laurence Dunbar High School defeated the top two seeds to win the boys' singles title in the KHSAA state tennis tournament. Matt was also named to the all-state team. Matt started playing tennis when he was three years old and entered his first tournament at age six. He trains with Dennis Emery at the University of Kentucky and is coached by Jonathan Thompson at Dunbar.

G.3.b. Several Winners, 2017 National and State PTA Reflections Contest

Elaborating on the theme *"What is Your Story?"* three dozen talented students received state-level awards, and four of them also earned national honors in the PTA's annual Reflections arts contest. Our national winners were:

Uriel Trujillo of Bryan Station High School, with an Award of Excellence in Visual Arts; Jayden Barnette of Sandersville Elementary, an Award of Merit in Film Production; Evelyn Hruby of Stonewall Elementary, an Award of Merit in Dance Choreography; and Alexander Stumbur of Ashland Elementary, an Award of Merit in Visual Arts. Several of our students earned top honors in the state-level competition.

Congratulations to all these young artists: **In Dance Choreography** – Khushi Arora from Beaumont Middle, Sabrina Murphy from Rosa Parks Elementary, Katie Beth Skaggs from Stonewall Elementary, Eleanor Liu from Paul Laurence Dunbar High, and Elora Mukhopadhyay from Lafayette High School; **In Film Production** – Jamie de la Llana from Jessie Clark Middle, Gus Moore and Huston Mountjoy from Wellington Elementary, Jessica Mukhopadhyay from Picadome Elementary, and Elora Mukhopadhyay from Lafayette; **In Literature** – Faeza Ashraf from Dunbar, Rosie Katz from Maxwell Elementary, and Meher Saini from Bates Creek Elementary; **In Music Composition** – Noah Katz from Bates Creek Middle, Alexander Stern from Dunbar, Gus Moore from Wellington, Jonathan Callahan from Veterans Park, and Parker Smith from Dunbar; **In Photography** – Annie Arnold from Sandersville Elementary, Logan Reynolds from Glendover Elementary, Tara Bose from Beaumont Middle, and Elke Coenders from Bryan Station Middle; **In Visual Arts** – Joanna Cholewo from Bates Creek Middle, Dillon Jenkins from Rosa

Parks Elementary, Max Fredic Majors from Maxwell Elementary, and Andrew Peng from Bryan Station Middle.

G.3.d. Bryan Station Middle Boys' Track, 2017 City Champions

The boys' track-and-field from Bryan Station and the girls' team from Edythe J. Hayes earned top honors in the 2017 Fayette County Middle School Championships. The Bryan Station Bear Cats are coached by Christian Adair, and the Panthers from Hayes are coached by Tim Poindexter.

G.3.e. Edythe J. Hayes Girls' Middle Track, 2017 City Champions

G.3.f. Several Winners, 2017 Middle School State Track Competition

Several FCPS students competed in the 2017 Kentucky Track and Cross Country Coaches Association's middle school state championships. Beaumont Middle School boys' team were runners-up in the competition. Top performers from Beaumont included: Zach Carter, Lucas Doneghy, Markus White, and Matthew White from Beaumont, second place in the 4-by-400 and the 4-by-800; Beaumont is coached by Jonathan Hall. Other top performers included: Maiya Clark from Lexington Traditional Magnet, first place in the 200- and 400-meter dashes; Talia Allen, Alaysia McGuffey, Tiana Gray, and LeAndrea Hayden from Bryan Station Middle, with first place in the 4-by-100 relay; Brianna Dowell, Naturi Robinson, Jada McDonald, and Katieanne Williams from Southern Middle, with second place in the 4-by-100 relay and the 4-by-200 relay; Naturi Robinson from Southern, second in the 100-meter dash; Katieanne Williams of Southern, second in the triple jump; Dekel Crowds from Bryan Station Middle, second in the 200 dash; Joseph Bond, Dekel Crowds, Petit-Frere Pierre, and Antonia Taylor from Bryan Station, second in the 4-by-100 relay and Ice Bruner from Lexington Traditional Magnet, second place in the triple jump. Bryan Station by Christian Adair, Southern Middle by Cassie Lewis, and LTMS by Kathy Broadnax.

G.3.g. Several Winners, 2017 KHSAA State Track and Field Championships

Several of our student-athletes finished strong in the 2017 Kentucky High School Athletic Association's state track-and-field championships. Our top finishers included: **From Bryan Station** – Isaiah McCall, first place in the 110-meter hurdles and the 300 hurdles; Douglas Bean, Matthew Jones, Maliq Trigg, and Isaiah McCall, second place in the 4-by-200 relay; Jordan Hampton, second place in pole vault; Brooke Raglin, first place in the 100 and 200 dash; Talor Wilkerson, Jokenia Bond, Queenie Livingston, and Brooke Raglin, first in the 4-by-200 relay; and Tantalissia Champ, second place in discus. These Defenders are coached by Kathy Broadnax. **From Henry Clay** – Tyree Clarke, Anthony Sharp, Ramond Jackson, and Langston Jackson, first in the 4-by-100 relay; Tyree Clark, first in the 400 dash; Langston Jackson, second in the 100 dash; and Alexa Winn, first in the triple jump. The Blue Devils are coached by Demetrius Gay. **From Lafayette** – Kristina Leggas, second place in the pole vault. The Generals are coached by Crystal Washington. **From Paul Laurence Dunbar** – Grace Slater, first place in long jump. The Bulldogs are coached by Jean Balan. **From Bates Creek** – Alex Mortimer, second in the 3,200-meter run; Obie Taylor, second in discus; Patrick Kelly, first in high jump; and Makaiya Wearren, Rosalynd Hollingsworth, Myann Davidson, and Naturi Robinson, first in the 4-by-100 relay. The Commodores are coached by Jonathan Hawks.

G.3.i. Several Winners, 2017 Student Technology Leadership Program State Championships

The Student Technology Leadership Program, or STLP, is a project-based learning approach that encourages students in all grade levels to use technology to learn and achieve. Fayette County had dozens of top performers in this spring's state competition. **In Showcase Awards: Best in State / Technical Division champions, from Bryan Station High School** -- Drake Witt, Jaiven Smith, Isaiah Obgulu, and Dontae Moore. Best in State runner-up, from Paul Laurence Dunbar High School -- Sharon Chen, Rohan Palla, Arunmani Phravorachith and Arya Shoa; **Best in Showcase Group**, from Jessie Clark Middle -- Bradon

08010

Coate, Chase Myers, Jackson Smoroske, and James Young; and from Bryan Station High -- Peter Regard, Arthur Hall, and Mack Cason. **In Live Competitions:** Noah Gann of Henry Clay; Southern Films from Southern Middle; Adil Moula and Jake Evans from Athens-Chilesburg Elementary; Sharon Chen, Rohan Palla Arunmani Phravorachith, and Arya Shoa from Dunbar; Narmin Ibrahim from Julius Marks Elementary; Rohan Palla and Lalith Manukonda, from Dunbar; Drake Witt of Bryan Station High; Sydney Shelby from Morton Middle; Ty Clark from Cassidy Elementary; and Stan Shelby Jr. from Bates Creek High. **In Product Awards:** Isabelle Swisher from Morton Middle; Emma Guinnup from Lafayette High; Jake Alford, Daniel Baesler, and Karson Caswell from SCAPA at Bluegrass; Southern Films from Southern Middle; Halie Patrick from Harrison Elementary; Yousef Agoub from Dunbar; Elizabeth Curry from Julius Marks; Luke Scorsone-Stoval from Julius Marks; Connor McNee from Glendover Elementary; Cameron Morrison from Lafayette High; Noah Jones from Julius Marks; Rohan Palla from Dunbar; and Willis Quinn and Gabby Rodgers from the STEAM Academy.

G.3.j. Several Winners, 2017 Technology Student Association State Conference

Four TSA clubs from Fayette County Public Schools scooped up several awards during the Technology Student Association's 2017 state conference. From **Lexington Traditional Magnet**, the following students placed first or second. They are coached by Jennifer Williams. Faisal Al Abbasi, Chetan Aspari, Zac Beard, Gavin Bell, Caleb Cole, Michael Fields, Irving Flores, Riley Hayden, Jacob Hunley, Emily Kostelnik, Caleb Pence, Jalya Pence Cooper Samuelson, and Jack Swanagin. First- and second-place TSA winners from **Southern Middle School** included: Alex Alaniz, William Allen, Logan Carmichael, Luke Day, Alayna Fraser, Andrew Fraser, Shaylin Lewis, Gabe Mattingly, Davis Miller, Troy Nolan, Alex Riley, Andrew Riley, Bethany Ryan, Bryce Schaffer, Katelin Shelton, Sophie Shelton, Kendall Sheward, Brooke Theis, Daden Tobin, Bryce Towle, Dhruv Upreti, Pagya Upreti, Allyson Van Haaren, and Luke Wright. They are coached by Staci Davis. From **Lafayette High School**: Malik Bryant, Jason Bussell, Caleb Hunley, Chase Smith, Ben Stone, Adam Torbush, and McKayla Weaver. They are coached by Marty Nolan. From **Paul Laurence Dunbar**: Chris Grych, Ken Turner, and Katie Yoder. They are coached by Ben Herzog.

G.3.k. Frankie Langdon, Media Services, 2018 KEA-ESP of the Year

The Kentucky Education Association selected Frankie Langdon, a Media Services technician in FCPS, as its 2018 Education Support Professional of the Year. She received the award and a \$1,000 cash prize during the KEA's delegate assembly in Louisville. She can also attend next spring's national conference at no expense. In a voluntary role, Frankie serves as president of the Fayette County Education Support Professionals Association, which advocates on behalf of classified employees throughout our school district. Frankie has been with Fayette County for about 22 years.

G.3.l. Recognition, Special Presentation

As a Southwest Baseball Coach, Doug Barnett coached 2 teams from schools across Fayette County. He expressed his appreciation to parents for entrusting their children to him as a coach and for entrusting them to FCPS every day. He also appreciated the invitation for his team to participate in the FCPS family reunion by throwing out the first pitch. One player said he wanted "the moment to last forever" and another suggested we give the game ball to Superintendent Caulk for display at the IAKSS office in token of their appreciation for allowing them to be part of the reunion event.

G.3.m. Recognition, 212 Degrees

Recipients of the Superintendent's 212 Degrees Award are the Fayette County Public Schools MVP Family Reunion Event Staff.

G.4. Proclamations -None

G.5. Resolutions - None

H. REPORTS, COMMUNICATIONS AND RESOLUTIONS:

H.1. Progress Reports

H.1.a. Superintendent's Report

H.1.a.1. Academic Services

H.1.a.1.1. Draft Strategic Plan

Discussion:

Lisa Deffendall presented on the final design of the Strategic Plan, which was approved by the Fayette County Board of Education in February. The printed version plan will be rolled out on Thursday during the Superintendent's first annual state of the Schools event. It will also be on the website. A synopsis in pamphlet version in multiple languages covering highlights and milestones will be available.

H.1.a.1.2. Capstone (7:30 p.m.)

Discussion:

Superintendent Caulk presented the work he has completed through the Capstone Project. This is a program that requires all superintendents who are hired in the state of Kentucky has to complete. Dr. Fred Carter who served as Superintendent Caulk's coach and Dr. Donna Hargens, who served as his mentor, were in attendance. Superintendent Caulk shared the seven standards and summarized by saying that leading from the core, the work we did with the District Diagnostic Improvement Priorities led the Kentucky Department of Education's Diagnostic Review Team to decide that we have capacity. You have capacity when you lead from your core values. In the end, we all win.

H.1.a.2. Equity Council Report

Discussion:

Darryl Thompson shared updates to the Board on Equity Council. He stated the District is working at the state level related to our local work on increasing the diversity of our staff. Shortage of minority and dual content teachers is an issue not just in Fayette County but across the nation. Commissioner Pruitt commissioned a task force to work on developing a strategic plan around diversity and inclusion specific to educator diversity. We had already started this work through the Blueprint, the Strategic Plan and through our CDIP focused on this same initiative. The work we are doing is not just local. It is getting state as well as national recognition.

H.1.a.3. Operations & Support

Discussion:

Myron Thompson shared an update on the monthly construction projects. Frederick Douglass High School is 96% complete. Completion is scheduled for July, 2017.

H.2. Remarks by Citizens (persons who have signed up to speak):

H.2.a. There are two opportunities for the public to address the Board:

Discussion:

Ms. Todd shared concerns regarding the Middle School and High School Athletic Guidelines on the agenda and requested the Board table approval until the entire document can be published with strikethroughs for the public to review.

I. APPROVAL OF ROUTINE MATTERS:

Motion Passed: *A motion to approve the minutes of May 8, 2017 planning meeting and the May 22, 2017 regular board meeting, passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

| | |
|---------------------|-----|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |

08012

| | |
|----------------------|--------|
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

I.1. Minutes of the May 8, 2017 Board Planning Meeting**I.2. Minutes of the May 22, 2017 Regular Board Meeting****J. 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. Douglas Barnett and a second by Mr. Raymond Daniels.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

J.1. Award of Bids/Proposals**J.2. Post Approval Report****J.3. Professional Leave by District Personnel****J.4. Special and Other Leave of Absence****J.5. Requests from Principals for Extended Trips****J.6. Approval of Textbook Plans for June 2017****J.7. Facility Usage Hourly Rate Schedule for School Year 2017-2018 (Effective July 1, 2017)****J.8. Approval of Proposed Change Order (No. Twenty-one) to the Contract for the Construction of Frederick Douglass High School BG 14-159****J.9. Revision to the BG-1 Project Application for the Title IX Improvements / Softball Fieldhouse (Phase 2) at Bryan Station High School BG 15-153****K. APPROVAL OF ACTION ITEMS:****K.1. Job Description for Manager of Financial Systems**

Motion Passed: *A motion to approve the revised job description for Manager of Financial Systems passed with a motion by Ms. Stephanie Spires and a second by Mr. Raymond Daniels.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.2. Waive Reduced Price Meal for School Year 2017-2018

Motion Passed: *A motion to approve the waiver of the reduced price meal price for school year 2017-2018 passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

| | |
|---------------------|-----|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |

| | |
|----------------------|--------|
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.3. Middle/High Athletic Guidelines Revisions

Discussion:

For transparency with the public, Superintendent Caulk suggested we pull the item and provide the strikethroughs to the public. He noted that the substance of the content will not change because the district must be in compliance with KHSAA requirements. The board will revisit the guidelines at the July planning meeting. Melissa asked that the document be available on the website for public review.

Motion Passed: *A motion to pull the Middle and High School Athletic Guideline revisions from the agenda passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.4. Approval of Instructional School Fees for 2017-2018

Motion Passed: *A motion to approve the student instructional fee schedule for the 2017-2018 school year passed with a motion by Mr. Raymond Daniels and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.5. FRYSC School District Assurance Certification

Motion Passed: *A motion to approve the FRYSC School District Assurance Certification for Frederick Douglass High School passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.6. Monthly Financial Reports

Discussion:

Rodney Jackson provided the monthly financial report for May. The total revenue is \$378 million; expenditures totaled \$282 million including encumbrances. The total general fund balance is \$107 million. The balance sheet reflects the total assets for \$103 million. The balance sheet reflects total liabilities are \$ 4 million.

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

08014

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.7. 2018-2019 Calendar Recommendation Final Draft**Discussion:**

Members discussed the last day being the day following Memorial Day. With exception of March 15, all make-up days will be at end of calendar. March 15 will not be used as a make-up day unless more than three days are missed prior to March 1. This was requested by instructional leaders on the committee with the committee's recommendation.

Motion Passed: *A motion to approve the 2018-2019 Instructional Calendar recommended by the calendar committee passed with a motion by Mr. Raymond Daniels and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.8. District Statement of Assurances

Motion Passed: *A motion to approve Fayette County Public Schools submission of Statement of Assurances for the 2017-2018 school year passed with a motion by Mr. Douglas Barnett and a second by Mr. Raymond Daniels.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.9. Central Kentucky Riding for Hope, Inc. Contract

Motion Passed: *A motion to approve the contract for Central Kentucky Riding for Hope, Inc. passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.10. Therapy Lex Contract

Motion Passed: *A motion is to approve the contract for Therapy Lex, LLC passed with a motion by Ms. Stephanie Spires and a second by Mr. Douglas Barnett.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.11. Genny Trayner Contract

Motion Passed: *A motion to approve the contract for Genny Trayner passed with a motion by Mr. Douglas Barnett and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.12. Maxim Healthcare Services, Inc. Contract

Motion Passed: *A motion to approve the contract for Maxim Healthcare Services, Inc. passed with a motion by Mr. Raymond Daniels and a second by Ms. Stephanie Spires.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.13. Janice Kresslein Contract

Motion Passed: *A motion to approve the contract for Janice Kresslein to provide music therapy to individual education program students (IEP) passed with a motion by Ms. Stephanie Spires and a second by Mr. Raymond Daniels.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

K.14. Wellness Music Therapy Contract

Motion Passed: *A motion to approve the contract for Wellness Music Therapy Center, LLC-Amber Colliver, MM, MT-BC to provide music therapy to students as part of their individual education program (IEP), passed with a motion by Mr. Raymond Daniels and a second by Mr. Douglas Barnett.*

| | |
|---------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |

08016

Ms. Stephanie Spires Yes

K.15. Clinical Behavior Analysis (Jason Simmons) - Contract

Motion Passed: *A motion to approve the contract for Clinical Behavior Analysis (Jason Simmons) to provide Applied Behavioral Analysis (ABA) services passed with a motion by Ms. Stephanie Spires and a second by Mr. Raymond Daniels.*

Ms. Melissa Bacon Yes
Mr. Douglas Barnett Yes
Mr. Raymond Daniels Yes
Mr. Daryl Love Absent
Ms. Stephanie Spires Yes

K.16. Katherine Duncan - Contract

Motion Passed: *A motion to approve the contract for Katherine Duncan to provide occupational therapy to Fayette County Public School students per their IEP/service plans, along with providing coverage for other occupational therapist when needed, passed with a motion by Ms. Stephanie Spires and a second by Mr. Douglas Barnett.*

Ms. Melissa Bacon Yes
Mr. Douglas Barnett Yes
Mr. Raymond Daniels Yes
Mr. Daryl Love Absent
Ms. Stephanie Spires Yes

K.17. Dale Lewis - MT-BC, NMT

Motion Passed: *A motion to approve the contract for Dale Lewis-MT-BC, NMT, passed with a motion by Mr. Raymond Daniels and a second by Mr. Douglas Barnett.*

Ms. Melissa Bacon Yes
Mr. Douglas Barnett Yes
Mr. Raymond Daniels Yes
Mr. Daryl Love Absent
Ms. Stephanie Spires Yes

K.18. Central Kentucky Interpreter - Contract

Motion Passed: *A motion to approve the contract for Central Kentucky Interpreter passed with a motion by Mr. Raymond Daniels and a second by Mr. Douglas Barnett.*

Ms. Melissa Bacon Yes
Mr. Douglas Barnett Yes
Mr. Raymond Daniels Yes
Mr. Daryl Love Absent
Ms. Stephanie Spires Yes

K.19. Contract - Criterion Education

Motion Passed: *A motion to approve the contract for Criterion Education, LLC passed with a motion by Mr. Raymond Daniels and a second by Mr. Douglas Barnett.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

L. DISCUSSION/INFORMATIONAL ITEMS:

L.1. School Activity Funds Reports

L.2. Personnel Changes

L.3. Position Control Document

M. ORAL COMMUNICATIONS:

M.1. Public

Discussion:

Jody Cabble, a teacher at Henry Clay High School, asked the board to review the numbers and reconsider staffing. Manny said he will ask Steve Hill and Jennifer Dyar to take a look and revisit the numbers for all schools.

M.2. Board Request Summary

M.2.a. _____

M.2.b. _____

M.2.c. _____

M.3. Other Business

M.3.a. Board Discussion of Board Work

M.3.b. Staff

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

Motion Passed: *A motion to make the agenda dated June 26, 2017 on which action has been taken at this meeting a part of the minutes as it copies in the minutes verbatim, passed with a motion by Mr. Douglas Barnett and a second by Mr. Raymond Daniels.*

| | |
|----------------------|--------|
| Ms. Melissa Bacon | Yes |
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

O. CLOSED SESSION:

O.1. Reconvene in Open Session

P. ADJOURNMENT:

Motion Passed: *Approval to adjourn the meeting at 8:17 p.m. passed with a motion by Ms. Stephanie Spires and a second by Mr. Douglas Barnett.*

| | |
|-------------------|-----|
| Ms. Melissa Bacon | Yes |
|-------------------|-----|

08018

| | |
|----------------------|--------|
| Mr. Douglas Barnett | Yes |
| Mr. Raymond Daniels | Yes |
| Mr. Daryl Love | Absent |
| Ms. Stephanie Spires | Yes |

Melissa Bacon, Chair

Emmanuel Caulk, Superintendent and
Secretary to the Board



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Planning

DATE: 7/17/2017

TOPIC: Award of Bids/Proposals

PREPARED BY: Matt Moore

Recommended Action on: 7/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

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

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

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

Fiscal Impact: Included in attachment

Attachments(s): Award of Bids/Proposals

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

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

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

AWARD OF BIDS/PROPOSALS

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

BIDS/PROPOSALS

| BID | MAILING ROSTER | DEPARTMENT | RESPONSE – NUMBER RECEIVED |
|--|--|-------------------|---|
| 1. Bid 37-17 Concrete Finishing, Sidewalk Repair and Installation | 1. Economic Engine 2. TSMSCD 3. Commerce Lexington | Operations | 4 |
| 2. Bid 38-17 Food Service Paper Products | 1. Economic Engine 2. TSMSCD 3. Commerce Lexington | Child Nutrition | 4 |

| BID CONTRACT EXTENSIONS | VENDOR | DEPARTMENT | YEAR OF EXTENSION |
|---|-----------------------------------|-------------------|------------------------------|
| 1. Bid 01-17 Engine Oil | Key Oil | Transportation | 1 |
| 2. Bid 28-14 Refuse Dumpster Service | Republic Services | Operations | 4 |
| 3. Bid 30-16 Hydroponic Lettuce | KY Hydro Farm | Child Nutrition | 1 |
| 4. Bid 55-16 Fresh Fruit and Vegetable Program | Papania Produce Fresh Approach | Child Nutrition | 1 |

1. Bid 37-17 Concrete Finishing

BACKGROUND AND RATIONALE:

The District has over thirty-two (32) miles of concrete sidewalks and only two (2) concrete personnel. The city of Lexington enforces certain codes. Therefore, it is necessary to contract out some of the sidewalk replacement labor.

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

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

| Bid 37-17 Concrete Finishing | JT Davis Contractors | Omni Commercial | Tom Chestnut Excavation | ZKB Services ### |
|---|-------------------------|--------------------|-------------------------------|------------------------|
| | Unit Price | Unit Price | Unit Price | Unit Price |
| 1. Remove Old Sidewalk 4" thick | \$8.89 | \$7.75 | \$6.00 | \$5.25 |
| 2. Install New Sidewalk 4" thick | \$6.56 | \$7.75 | \$6.00 | \$5.00 |
| 3. Remove Old Sidewalk 6" thick | \$12.61 | \$9.50 | \$7.00 | \$5.75 |
| 4. Install New Sidewalk 6" thick | \$7.76 | \$38.00 | \$7.00 | \$5.50 |
| 5. Install New Sidewalk 6" thick 400psi | \$8.08 | \$38.00 | \$7.00 | \$6.25 |
| 6. Concrete Flatwork | \$9.89 | \$40.00 | \$9.00 | \$8.00 |

Contract Term: Beginning August 1, 2017 and ending July 31, 2018

PROPOSAL:

| Item | Amount | Funding Source | Recurring/ Nonrecurring | Measurable Expected Impact and Timeline |
|--------------------|--|----------------|----------------------------|--|
| Concrete Finishing | FY2017 expenditure to date \$0 but a few projects are expected for upcoming year | 088 | Recurring | Provide a safer walking area, reduce falls and lawsuits and prevent fines from the city of Lexington for having unsafe sidewalks and not following set codes |

Funding Source Key: 920 – Maintenance, 1 – General Fund, 088 – Plant Operations, 0696 – Concrete

STAFF CONTACT: Thomas Oaks, Plant Operations

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
“accept bid from ZKB Services LLC”.

2. Bid 38-17 Food Service Paper Products

BACKGROUND AND RATIONALE:

School Lunch Paper Supplies are used in the operation of the National School Lunch and Breakfast programs and are competitively annually.

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

Key to Markings
- Recommended Bid Award
A – Non-responsive

| Item No. | | Baumann Paper ### | |
|----------|---|--|---|
| | | Unit Price for Drop Ship to Warehouse as Ordered | Total Price for Drop Ship to Warehouse as Ordered |
| 1 | Aluminum Foil – 24" wide x 1000' long, .001 weight of foil. | \$62.28 | \$12,456.00 |
| 2 | <u>Food Service Film</u> – To be continuous roll; each roll is to be in a dispenser box with a "hinged shield" that covers the cutting teeth. 18" x 2000' per roll. | \$12.57 | \$2,514.00 |
| 3 | <u>Soufflé Cups</u> – 5-1/2 oz. capacity, plastic. | \$48.29 | \$36,217.50 |
| | <u>Lid</u> – Lids to fit 5-1/2 oz. plastic soufflé cups. | \$33.08 | \$330.80 |
| | Total for Item 3 | | \$36,548.30 |
| 4 | <u>Stay Lock Clear Hinged Container, Square,</u> | \$61.06 | \$1,221.20 |
| 5 | <u>Cold Cups</u> – Plastic, 16 oz. capacity. | \$37.67 | \$18,835.00 |
| 6 | <u>Hot Cups</u> – Styrofoam, 8 oz. capacity. | \$17.63 | \$3,526.00 |
| 7 | <u>Bowls</u> – Foam, 12 oz. capacity, to be used in serving hot soups. <u>Samples may be requested if needed.</u> LAMINATED | \$14.15 | \$14,150.00 |
| 8 | <u>Bowls</u> - Foam, 5 oz. capacity. <u>Samples may be requested if needed.</u> LAMINATED | \$16.72 | \$20,064.00 |
| 9 | <u>School Lunch Bag 5#</u> | \$41.87 | \$2,093.50 |
| 10 | Salad Container – 24 oz. Clear container Hinged Lid. 7 1/4" x 6 3/8" x 2 1/4". <u>Samples may be requested if needed.</u> | \$29.40 | \$5,512.50 |
| 11 | <u>Foam Plate</u> – 6". Non-compartment. | \$12.47 | \$6,235.00 |
| 12 | <u>Fiber Plate</u> – 9". Non-compartment. | \$77.86 | \$77,860.00 |

| | | | |
|----|---|---------|-------------|
| 13 | <u>Trays</u> – School lunch, disposable, polystyrene foam or plastic. Heavy-duty construction, tasteless, odorless and non-absorbent. Color – white or off-white. Approximately 9" x 12", five compartments per tray. <u>Samples may be requested if needed.</u> | \$16.54 | \$33,080.00 |
| 14 | <u>Paper Food Tray</u> – 4 oz. capacity, grease resistant, for serving French fries. <u>Samples may be requested if needed.</u> | \$12.15 | \$18,225.00 |
| 15 | <u>Paper Food Tray</u> – 5 lb. capacity, grease resistant, for serving French fries and hamburgers. | \$19.44 | \$19,440.00 |
| 16 | <u>Disposable Cutlery Lunch Kit</u> – Kit to include fork, spoon, straw and napkin. Medium weight, break resistant, polypropylene. Samples may be requested if needed. | \$19.48 | \$1,948.00 |
| 17 | <u>Disposable Forks</u> – Medium weight, break resistant, polypropylene. <u>Samples may be requested if needed.</u> | \$6.61 | \$13,220.00 |
| 18 | <u>Disposable Knives</u> – Medium weight, break resistant, polypropylene. <u>Samples may be requested if needed.</u> | \$6.61 | \$1,983.00 |
| 19 | <u>Disposable Teaspoons</u> – Medium weight, break resistant, polypropylene. <u>Samples may be requested if needed.</u> | \$6.61 | \$13,220.00 |
| 20 | <u>Clear Seal Hinged Container 6, Sandwich</u> | \$38.75 | \$2,906.25 |
| 21 | <u>Sandwich Bag</u> – High molecular, high density | \$8.93 | \$1,339.50 |
| 22 | Bowls-Square 8oz, Black, to be used in Vending Machines | \$42.08 | \$1,052.00 |
| 23 | Flat Lid for #5BB008BK, to be used in Vending | \$38.74 | \$968.50 |
| 24 | <u>Storage Bags</u> – Zip lock only, 1 gallon size. | \$13.24 | \$6,620.00 |
| 25 | <u>Delicatessen Paper</u> – Heavy weight, approximately 15" x 10", 500 sheets per box, 12 boxes per case. | \$62.83 | \$6,283.00 |
| 26 | <u>Dispenser Napkins</u> —Brown-to fit "Stand-Up" style Dispenser non-proprietary. If needed dispensers | \$36.28 | \$72,560.00 |
| 27 | <u>Straws</u> – Single wrapped, approximately 6" long, minimum 1/8" in diameter. 12,000 per case. <u>Samples may be requested if needed.</u> | \$26.84 | \$40,260.00 |

| | | | |
|----|--|---------|---------------------|
| 28 | Plastic Apron – Poly bags 24" x 42", one size fits all, White. <u>Samples may be requested if needed.</u> | \$3.59 | \$897.50 |
| 29 | <u>Bag Foil Paper Laminated 6 X ¾ X 6-1/2. To keep food warm.</u> | \$26.29 | \$2,629.00 |
| 30 | <u>Paper Food Tray</u> – 2 lb. capacity, grease resistant, for serving French fries and hamburgers. | \$20.25 | \$10,125.00 |
| 31 | Hinged Tray – 3 compartment, Foam, S-lock, Medium | \$14.41 | \$1,080.75 |
| 32 | Bunn Rack Cover | \$14.12 | \$1,412.00 |
| 33 | Paper Baking Sheets | \$35.41 | \$17,705.00 |
| 34 | Lunch Box – Fast Top, Easy Automatic Construction | \$54.67 | \$17,084.38 |
| 35 | Bun Pan Bags – High Density | \$15.94 | \$3,985.00 |
| 36 | Clam Shell Extra Deep | \$37.40 | \$6,545.00 |
| 37 | Parfait Cup, crystal clear plastic, 9 oz. squat cup. 1000 per case | \$50.60 | \$3,892.15 |
| | Lids | \$32.35 | \$2,378.70 |
| | Total for Item 3 | | \$6,270.85 |
| 38 | 5oz Plastic Cold Cup...2500 per case | \$34.65 | \$5,197.50 |
| 39 | High heat Pan Liners ½ size DEEP..23"x14" | \$25.76 | \$6,440.00 |
| 40 | High Heat Pan Liner Full size DEEP. 34" x 18" | \$46.98 | \$11,745.00 |
| 41 | 10 oz. square offer vs. serve black tray; 15 mil with dimensions 3.5 x 3.5 x 2 1/8 deep. | \$27.39 | \$8,217.00 |
| 42 | 4 oz. square offer vs serve black tray. | \$25.70 | \$7,710.00 |
| | Overall Total | | \$541,164.73 |

American Pride and Plastic – A (did not bid all items)

Central Poly – A (did not bid all items)

General Sales Company – A (did not bid all items)

Groupo GTE – A (did not bid all items)

Contract Period: August 1, 2016 through July 30, 2017

PROPOSAL:

| Item | Amount | Funding Source | Recurring/ Nonrecurring | Measurable Expected Impact and Timeline |
|-----------------------------|---|-----------------------|------------------------------------|--|
| Food Service Paper Products | Last year's expenditure was over \$20,000 | Food Service Accounts | Recurring | Will provide paper products to school cafeterias for 2017-2018 school year |

Funding key: Food Service Accounts

STAFF CONTACT: Janus Mankovich, Food Services

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
"Accept the bid from Baumann Paper Co."

APPROVAL FOR BID CONTRACT EXTENSIONS

1. Bid 16-16 Engine Oil

BACKGROUND AND RATIONALE:

Engine Oils are products necessary to maintain FCPS's fleet of 250 buses and 120 maintenance, operations, transportation and warehouse vehicles. The contract is bid out every six months with the option to renew for an additional six months. Key Oil has requested to renew the current contract at the same price, terms and conditions for an additional six months.

Vendor: Key Oil

Contract Period: Beginning August 1, 2017 and ending January 31, 2018

PROPOSAL:

| Item | Amount | Funding Source | Recurring / Nonrecurring | Measurable Expected Impact and Timeline |
|-------------|------------------------|-------------------------|---------------------------------|--|
| Engine Oil | Over \$20,000 annually | 901 1 096 0661 | Recurring | Will permit FCPS to continue to operate its transportation fleet with the service required to support the educational process. |

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

STAFF CONTACTS: Steve Lane, Transportation

POLICY REFERENCE: KRS 45A.365.

RECOMMENDATION: A motion is in order to
“extend the contract for an additional six months for Key Oil.

2. BID 28-14 Refuse Dumpster Services

BACKGROUND AND RATIONALE:

This bid is part of the District's trash removal program managed by Physical Support Services, Division of Plant Operations. Republic Services, the current contract holder, has agreed to keep the same pricing if the contract is extended for an additional one year. To be able to provide continuity and quality of this service, it is recommended that the Board extend the current contract with Republic Services for one year for the dates of September 1, 2017 – August 30, 2018.

Vendor: Republic Services

PROPOSAL:

| Item | Amount (estimated) | Funding Source | Recurring/ Nonrecurring | Measurable Expected Impact and Timeline |
|---------------------------------|--------------------------------|-------------------|----------------------------|--|
| Trash Removal (Dumpsters) | \$141,328.00 so far this FY | 920 1 087 0421 | Recurring | 2017-2018 School Year |

Staff Contact: Ken Tate, Director of Plant Operations

Policy Reference: 03.111, 03.211, 03.13251, 03.23251

Recommendation: A motion is in order to: "extend the contract for a one year period to Republic Services."

3. Bid 30-16 Hydroponic Lettuce

BACKGROUND AND RATIONALE:

This bid is used by Food Service for purchasing Hydroponic Lettuce for the high school cafeterias. It has the option to renew the contract on an annual basis for up to five years. KY Hydro Farm has requested to renew the contract at the same prices, terms and conditions for an additional year.

Vendor: KY Hydro Farms

Contract Period: August 1, 2017 through July 30, 2018

PROPOSAL:

| Item | Amount | Funding Source | Recurring/ Nonrecurring | Measurable Expected Impact and Timeline |
|--------------------|--|-----------------------|--------------------------------|---|
| Hydroponic Lettuce | Last year's expenditure was approximately \$ | Food Service Accounts | Recurring | Will provide hydroponic lettuce to high school cafeterias for 2017-2018 school year |

Funding key: Food Service Accounts

STAFF CONTACT: Janus Mankovich, Food Services

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
"Extend the contract for an additional year with KY Hydro Farm".

4. Bid 55-16 Fresh Fruit and Vegetable Program

BACKGROUND AND RATIONALE:

This bid is for Food Services for supplying fresh fruit and vegetables to school cafeterias. The bid has an option to renew the contract for an additional year up to five years. Papania Produce and Fresh Approach have both requested to renew the contract for an additional year.

Vendor: Papania Produce
Fresh Approach

Contract Period: August 1, 2017 through July 30, 2018

PROPOSAL:

| Item | Amount | Funding Source | Recurring/ Nonrecurring | Measurable Expected Impact and Timeline |
|--------------------------|--|-----------------------|--------------------------------|--|
| Fresh Fruit & Vegetables | Last year's expenditure was approximately \$1,000,000.00 | Food Service Accounts | Recurring | Will provide fresh fruit & vegetables to schools for 2017-2018 school year |

Funding key: Food Service Accounts

STAFF CONTACT: Janus Mankovich, Food Services

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
"Extend the contract for an additional year with Papania Produce and Fresh Approach."

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular

DATE: 7-21-2017

TOPIC: Post Approval Agenda Item

PREPARED BY: Rodney Jackson

Recommended Action on: 7-24-2017

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: NA

Attachments(s): One attachment

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Superintendent Emmanuel Caulk

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ACTIONS FOR POST APPROVAL AND CLAIMS

July 24, 2017

Check #

| | |
|--------------------------------------|----------------|
| 321818-321966 AP062217 | \$329,500.79 |
| 321967 – 322004 AP062717 | \$39,347.53 |
| 322005 – 322012 AP062817 | \$1,240.37 |
| 322013 – 322272 AP062917 | \$840,630.02 |
| 322273 – 322274 AP062917 | \$126.24 |
| 322275 – 322321 AP070617 | \$133,493.46 |
| 322322 AP070717 | \$1,969.65 |
| EFT 90041561 – 90041571 062217 | \$543,144.93 |
| EFT 90041572 – 90041622 062317 | \$179,733.32 |
| EFT 90041623 062717 | \$85.61 |
| EFT 90041635 – 90041668 062717 | \$283,114.89 |
| EFT 90041670 – 90041691 062817 | \$4,913.43 |
| EFT 90041692 – 90041700 062917 | \$31,010.94 |
| EFT 90041701 062917 | \$509.73 |
| EFT 90041702 – 90041750 062917 | \$1,007,061.85 |
| EFT 90041752 – 90041775 070617 | \$12,026.86 |
| EFT 90041776 070717 | \$780.28 |

POST APPROVAL TOTAL FOR JULY 10, 2017\$3,408,689.90

| | |
|--------------------------------------|----------------|
| 322323 – 32535 AP071317 | \$840,260.54 |
| EFT 90041790 – 90041859 071317 | \$1,613,597.84 |
| EFT 90041789 071217 | \$151,948.37 |

POST APPROVAL TOTAL FOR JULY 24, 2017\$2,605,806.75

TOTAL CLAIMS AND POST APPROVALS FOR JULY 2017\$6,014,496.65

| | |
|--|-----------------|
| Bank Transfer to cover Payroll 6-23-17 | \$1,076,012.01 |
| Bank Transfer to cover Payroll 6-27-17 | \$120,760.15 |
| Bank Transfer to cover Payroll 6-27-17 | \$1,087,692.51 |
| Bank Transfer to cover Payroll 6-28-17 | \$15,000,000.00 |
| Bank Transfer to cover Payroll 6-29-17 | \$15,000,000.00 |
| Bank Transfer to cover Payroll 6-30-17 | \$15,000,000.00 |
| Bank Transfer to cover Payroll 7-6-17 | \$121,882.42 |
| Bank Transfer to cover Payroll 7-11-17 | \$275,060.73 |

Food Service

Check #

| | |
|--------------------------------------|----------------|
| 27023 – 27033 071317 | \$1,926,566.43 |
| 27034 – 27036 072417 | \$12,506.87 |
| EFT 90041624 – 90041634 063017 | \$21,973.31 |
| EFT 90041777 – 90041784 071317 | \$5,034.09 |
| EFT 90041785 – 90041788 072417 | \$2,955.08 |

TOTAL REGULAR CLAIMS FOR JULY 2017\$1,969,035.78

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.”

Word2017July24

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

MEETING: Regular

DATE: 7/24/2017

TOPIC: Professional Leave By District Personnel

PREPARED BY: Jennifer Dyar

Recommended Action on: 7/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to: “Approval of the professional leave as indicated.”

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

Policy: 03.1911\03.2911

Fiscal Impact: \$18,511.00

Attachments(s): N/A

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PROFESSIONAL LEAVE BY DISTRICT PERSONNEL **ADDITION SINCE PLANNING MEETING**

1. PROFESSIONAL LEAVE REQUEST RECOMMENDED:

| <u>Professional Meeting Location & Dates</u> | <u>Staff Member</u> | <u>School</u> | <u>Substitute</u> | <u>Reimbursement Funding Source</u> | <u>Total Cost</u> |
|---|----------------------------|------------------------|--------------------------|--|--------------------------|
| *KY Bar Association Annual Conference Owensboro, KY June 21-22, 2017 Work Days – 2 | Shelley Chatfield | IAKSS | NO | Legal | \$ 400.00 |
| *Absence Management (AESOP) Certification Schaumburg, IL July 10-12, 2017 Work Days – 3 | Tanea Allen | IAKSS | NO | Human Resource | \$1,201.70 |
| | Brandy Ashford | IAKSS | NO | Human Resource | \$1,302.05 |
| | Karissa Austin | IAKSS | NO | Human Resource | \$1,301.70 |
| | Chantee Jordan | IAKSS | NO | Human Resource | \$1,201.70 |
| *Superintendents Academy New York, NY July 10-15, 2017 Work Days – 5 | Emmanuel Caulk | Superintendent | NO | Superintendent Academy | \$2,783.63 |
| *Bluegrass Region's Annual Washington FLY-IN Washington, DC July 12-13, 2017 Work Days – 2 | Darryl Thompson | IAKSS | NO | Equity | \$1,650.00 |
| *Victory Over Violence Covington, KY July 17-19, 2017 Work Days – 3 | Sarah Yates | Athens-Chilesburg Elem | NO | FRC | \$ 433.00 |

| | | | | | |
|---|-------------------|-------------------|----|---------------|------------|
| Staff Retreat-Culturally Responsive Teaching And Instructional Design Process Slade, KY July 25-26, 2017 Work Days – 0 | Sheena Wethington | Coventry Oak Elem | NO | Title I | \$ 114.48 |
| | Vivian Coles | Coventry Oak Elem | NO | Title I | \$ 114.48 |
| | Patricia Slucher | Coventry Oak Elem | NO | Title I | \$ 114.48 |
| | Lisa See | Coventry Oak Elem | NO | Title I | \$ 114.48 |
| Meeting with Organization Regarding equity policy Review Washington, DC July 25-27, 2017 Work Days – 3 | Shelley Chatfield | IAKSS | NO | Legal | \$1,569.00 |
| KASA Annual Leadership Institute and Expo Louisville, KY July 26-28, 2017 Work Days – 0 | Cynthia Bruno | Maxwell Elem | NO | District-PD | \$ 884.36 |
| 2017 North American State Users Group Baltimore, MD July 26-29, 2017 Work Days – 2.5 | Williams Buchanan | IAKSS | NO | Employee | \$ 943.49 |
| Grant Professional Association annual Conference San Diego, CA November 7-12-2017 Work Days – 4 | Angela Roberts | IAKSS | NO | Data Research | \$2,783.00 |
| | Susan Davis | IAKSS | NO | Data Research | \$2,783.00 |

RATIONALE: Board policy and Kentucky law requires board approval for professional leave.

POLICY REFERENCE: 03.1911\03.2911

RECOMMENDATION:

A motion is in order to:
“Approval of the professional leave as indicated.”

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

MEETING: Regular

DATE: 07/24/2017

TOPIC: Special and Other Leave of Absence

PREPARED BY: Jennifer Dyar

Recommended Action on: 07/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: N/A

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

Policy: 03.123/03.223

Fiscal Impact: N/A

Attachments(s): Special and Other Leave of Absence for July 24, 2017 Board Agenda

LOA – Certified: 0, Classified: 4

Return From LOA – Certified: 1, Classified: 1

Days Without Pay Request: 1

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Special and Other Leave of Absence

1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

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

| Name | Location | Assignment | Effective Date |
|----------------|---------------------------|------------------|----------------|
| DORTCH, CHERYL | CURRICULUM AND ASSESSMENT | MTSS COORDINATOR | 06/05/2017 |

2. HOURLY CLASSIFIED PERSONNEL

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

| Name | Location | Assignment | From (close of day) | Through (close of day) |
|----------------|-------------------------|------------|---------------------|------------------------|
| GILL, CORETHIA | MARY TODD ELEMENTARY | CUSTODIAN | 05/02/2017 | 07/25/2017 |
| GRIMES, LESA | BUS GARAGE | BUS MONITO | 04/26/2017 | 05/31/2017 |
| JONES, ANGELA | BRYAN STATION TRADL MID | CUSTODIAN | 05/03/2017 | 06/12/2017 |
| MARTIN, TERESA | PL DUNBAR HIGH | CUSTODIAN | 05/08/2017 | 06/30/2017 |

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

| Name | Location | Assignment | Effective Date |
|-----------------|-----------------------|------------|----------------|
| BROWN, MICHELLE | CLAYS MILL ELEMENTARY | CUSTODIAN | 05/30/2017 |

REQUEST FOR DAYS WITHOUT PAY

| Name | Location | Dates |
|-----------------|----------|-----------------------|
| MCMANIS, KRISTA | SCAPA | 06/09/2017-06/13/2017 |

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

MEETING: Regular

DATE: 7/17/2017

TOPIC: Requests From Principals for Extended Trips

PREPARED BY: School Directors

Recommended Action on: 7/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

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

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

Policy: 09.36 (School Related Student Trips)

Fiscal Impact: N/A

Attachments(s): July 24, 2017 Additions Page

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REQUESTS FROM PRINCIPALS FOR EXTENDED TRIPS

| | <u>School/Organization</u> | <u>Destination/Purpose</u> | <u>Inclusive Dates</u> |
|------------|--|---|----------------------------------|
| * B | Tates Creek High Girls Soccer Team Sponsor's name: Ally Tucker. Additional chaperones 2. Students 20. | Bowling Green, KY Western Kentucky University Soccer Camp | July 10-14 (0 school days) |
| * B | Morton Middle Cheerleading Team Sponsor's name: Melissa Holmes. Additional chaperones 2. Students 16. | Lexington, KY University of Kentucky Cheerleading Camp | July 15-18 (0 school days) |
| *** / | Locust Trace AgriScience FFA Sponsor's name: Daniel Bustle. Additional chaperones 3. Students 22. | Louisville, KY KY Fair and Expo Center Kentucky State Fair participants | August 21-24 (3 school days) |
| *** / | Locust Trace AgriScience FFA Sponsor's name: Daniel Bustle. Additional chaperones 1. Students 2. | Hardinsburg, KY Rising Sun Rising Sun 2017 Conference | September 8-9 (0 school days) |
| ***** B | Henry Clay High Boys Golf Team Sponsor's name: Mike Zuckerman. Additional chaperones 1. Students 5. | Bowling Green, KY Bowling Green Country Club State Boys Golf Tournament | October 2-4 (3 school days) |
| * B | Tates Creek High Volleyball Team Sponsor's name: Sara Chaffin Martin. Additional chaperones 4. Students 15. | Columbus, IN Columbus East High School Volleyball Tournament | October 6-7 (0 school days) |

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

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

POLICY REFERENCE: 09.36 (School Related Student Trips)

RECOMMENDATION: A motion is in order to:

"Approve the extended trip requests as listed."



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

MEETING: Regular **DATE:** July 24, 2017

TOPIC: Biannual Construction Report (as of June 30, 2017)

PREPARED BY: Myron Thompson, Senior Director, Operations & Support @ 381-4165

Recommended Action on: 7/24/2017
Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: N/A

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

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

Policy: 01.11 – General Powers and Duties of the Board

Fiscal Impact: None

Attachment(s): Yes

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Superintendent Emmanuel Caulk

BIANNUAL CONSTRUCTION REPORT
(as of June 30, 2017)

DATE: July 10, 2017

TO: Board of Education

FROM: Emmanuel Caulk, Superintendent

PREPARED BY: Myron Thompson, Senior Director, Operations & Support

BACKGROUND INFORMATION:

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

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

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

BG-1 PROJECTS COMPLETED

(\$500,000 or more)

(July 2016 – June 2017)

NOTE: added/modified after January 1, 2017

| Facility Name | Project Description | Approved Funding | Actual Costs | Board BG-4 Approval | KDE BG-4 Approval |
|-----------------------------|---------------------|--|-----------------|---------------------|-------------------|
| Glendover Elementary | Renovation | Bond, Restricted, General Fund | \$14,449,013.75 | 12/14/15 | 2/4/16 |
| Deep Springs Elementary | Renovation | Bond, Restricted, General Fund | \$14,483,917.28 | 5/23/16 | 7/27/16 |
| Garden Springs Elementary | Renovation | Bond, Restricted, SFCC, Residuals (Arlington, Yates) | \$13,915,969.36 | 7/25/16 | 9/21/16 |
| Garrett Morgan Elementary | New Construction | Bond, Restricted, General Fund, Donated Property | \$17,529,733.39 | 11/21/16 | 1/18/17 |
| Breckinridge Elementary | Renovation | Bond, Restricted, Residuals (Wm. Wells Brown, Sandersville, Liberty) | \$14,107,748.07 | 12/12/16 | 1/10/17 |
| James Lane Allen Elementary | Renovation | Bond, Restricted, General Fund, Residuals (Cassidy) | \$15,262,692.26 | 12/12/16 | 3/7/17 |
| Coventry Oak Elementary | New Construction | Bond, General Fund | \$19,140,746.58 | 5/22/17 | Pending |
| Squires Elementary | Renovation | Bond, Restricted, General Fund | \$14,710,792.46 | 5/22/17 | Pending |

BG-1 PROJECTS UNDER DESIGN/CONSTRUCTION

| Facility Name | Project Description | Approved Funding and Source | | BG-1 Approval Date | Est. Completion Date |
|--|--------------------------------|-----------------------------|---|--------------------|----------------------|
| Jessie Clark Middle | Renovation (in close out) | \$22,377,666 | Bond, Restricted, General Fund | 5/20/13 | July-2015 |
| Frederick Douglass High | New Construction (in progress) | \$81,511,696.50 | Bond, Restricted, SFCC, General Fund, Residuals (Leestown, HCHS Softball, Locust Trace, Millcreek, 1126 Warehouse, Cardinal Valley, Meadowthorpe RTU) | 5/26/15 | Aug-2017 |
| New Elementary @ Athens-Boonesboro Rd. | New Construction (in progress) | \$21,791,354 | SFCC Cash, Capital Outlay, Local FSPK Bond, SFCC Bond Sale, Residuals (Wellington, Clays Mill, Tates Creek Middle, Mary Todd, Breckinridge, Meadowthorpe, Tates Creek Elem) | 2/27/17 | Aug-2019 |



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

MEETING: Regular

DATE: July 24, 2017

TOPIC: Approval of a Proposed Change Order (No. Twenty-three) to the Contract for the Renovation of Jessie Clark Middle School BG 13-023

PREPARED BY: Myron Thompson, Senior Director, Operations & Support @ 381-4165

Recommended Action on: 7/24/2017
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed Change Order No. Twenty-three to the contract with Alliance Corporation for the renovation of Jessie Clark Middle School in the amount of \$0 (Zero Dollars), and a credit to the Direct Purchase Orders in the amount of \$28,446.88 (Twenty-eight Thousand, Four Hundred Forty-six Dollars and Eighty-eight Cents), 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 the existing Jessie Clark Middle School is listed as priority 2c.11 on FCPS's 2009 District Facility Plan. Tate Hill Jacobs Architects produced final Construction Documents for bidding describing a renovation of the existing building and the construction of an addition totaling approximately 125,321 SF to serve 1,000 students, based upon FCPS middle school program standards. Bids were received on May 15, 2013 and construction began in June, 2013. The Department of Physical Support Services, 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 credit to Owner for unused portions of (11) material Direct Purchase Orders to close; credit:
 - Clay Ingels Co. DPO# 33509186
 - Ferguson Enterprises DPO# 33509190
 - Harrod Concrete DPO# 33509193
 - Lexington Quarry DPO# 33509196
 - NexGen Building Supply DPO# 33509199
 - Performance Contracting DPO# 33509203
 - Rexel DPO# 33509205
 - Roofing Supply Group DPO# 33509206
 - Sherwin Williams DPO# 33509211
 - Specialty Products & Insulation DPO# 33509216
 - White Cap Construction Supply DPO# 33509219

Total Change Order No. Twenty-three

| Change to DPOs | Change to GC Contract | 5.1% A/E FEE |
|----------------------|--------------------------|-----------------|
| | \$0 | \$0 |
| (\$3,695.58) | | |
| (\$1,099.16) | | |
| (\$18,666.00) | | |
| (\$655.32) | | |
| (\$19.59) | | |
| (\$64.62) | | |
| (\$3,190.93) | | |
| (\$2.60) | | |
| (\$324.67) | | |
| (\$176.96) | | |
| (\$551.45) | | |
| (\$28,446.88) | \$0 | |

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Superintendent Emmanuel Caulk

| | | | |
|--------------------------------|--|--|----------------------|
| Design consultant fees: | | | \$0 |
| Total Cost: | | | (\$28,446.88) |

A 5% contingency (\$749,018) is included in the project's available funds. There have been twenty-two previous change orders on this project. The cost of the current and all changes orders represents a 0.66% 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 | 2253603 | 13023 | 0840 | \$599,745.72 |

Attachments(s): None

On motion by _____, seconded by _____, the Board approved Change Order No. Twenty-three to the contract with Alliance Corporation for the renovation of Jessie Clark Middle School in the amount of \$0 (Zero Dollars), and a credit to the Direct Purchase Orders in the amount of \$28,446.88 (Twenty-eight Thousand, Four Hundred Forty-six Dollars and Eighty-eight Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Melissa Bacon, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: July 24, 2017

TOPIC: Approval of a BG-4 Contract Closeout Form to the Contract and Direct Purchase Orders for the Renovation at Jessie Clark Middle School BG 13-023

PREPARED BY: Myron Thompson, Senior Director, Operations & Support @ 381-4165

Recommended Action on: 7/24/2017
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Accept the completion of the contract for the renovation of Jessie Clark Middle School, approve the BG-4 Contract Closeout Form and Payment Application and authorize payment to Alliance Corporation in the amount of \$14,000.00 (Fourteen Thousand Dollars), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: Bid documents were prepared by the architect, Tate Hill Jacobs Architects, for a contract for renovation of Jessie Clark Middle School. The contract in the total amount of \$18,041,500 (GC--\$12,241,868.62; DPOs--\$5,799,631.38) with Alliance Corporation was accepted and approved by the Board in a meeting held on May 20, 2013 and construction began in June, 2013. The Office of Facility Design & Construction, the design consultants Tate Hill Jacobs 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 23 change orders adding the amount of \$109,473.05 to the total construction cost. The adjusted contract amount is \$18,150,973.05. 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. **Remaining payments to the contractor shall not be made until all work is completed.**

| <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 and Payment Application | \$14,000.00 | 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 | \$12,241,868.62 |
| New Total of Change Orders to Contract | \$129,223.84 |
| Original DPO Summary Amount | \$5,799,631.38 |
| Net Total Change by Change Orders to DPOs | (\$19,750.79) |
| Total Cost of Construction | \$18,150,973.05 |

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Superintendent Emmanuel Caulk

Policy: 702 KAR 4:160

Fiscal Impact: None

Attachments: None

On motion by _____, seconded by _____,
the Board accepted the completion of the contract for the renovation of Jessie Clark Middle School,
approved the BG-4 Contract Closeout Form and authorized payment to Alliance Corporation in the amount
of \$14,000.00 (Fourteen Thousand Dollars), subject to the approval of the Kentucky Department of
Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Melissa Bacon, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: July 24, 2017

TOPIC: Approval of Proposed Change Order (No. Twenty-two) to the Contract for the Construction of Frederick Douglass High School BG 14-159

PREPARED BY: Myron Thompson, Senior Director, Operations & Support @ 381-4165

Recommended Action on: 7/24/2017
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Twenty-two to the contract with D.W. Wilburn, Inc. for the construction of Frederick Douglass High School in the amount of \$54,554.73 (Fifty-four Thousand, Five Hundred Fifty-four Dollars and Seventy-three Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,243.26 (One Thousand, Two Hundred Forty-three Dollars and Twenty-six Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The construction of a new high school to be located on 65 acres at 2000 Winchester Road (formerly 1970 Winchester Road) is listed as priority 1a.5 on FCPS's 2013 District Facility Plan. Tate Hill Jacobs Architects produced final Construction Documents for bidding describing the construction of a new building totaling approximately 285,790 SF to serve 1,800 students. The 21st Century high school program was developed during a series of Building Committee meetings attended by FCPS instructional and administrative leadership, and refined in small group meetings where teachers provided direction related to collaborative teaching and project-based subject matter. The program is consistent with recent new high school projects across the nation and provides new building space that functions and supports current FCPS enrollment growth. Bids were received on May 7, 2015 and construction began in June, 2015. 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 | 4.6% A/E FEE |
|--|-------------------|-----------------------------|-----------------|
| To improve original plans and specs: | | | |
| • Provide labor, materials and equipment to connect emergency power at (4) entry locations for access control panels; add: | | \$13,290.06 | \$611.34 |
| • Provide labor, materials and equipment to stainless steel sink with plaster trap in Room E110c; add: | | \$2,913.41 | \$134.02 |
| • Provide labor, materials and equipment to add electrical and plumbing for ice machine in Fieldhouse Treatment Room; add: | | \$2,245.99 | \$103.32 |

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Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

| | | |
|---|--------------------|--------------------|
| <ul style="list-style-type: none"> Provide labor, materials and equipment to add aluminum closure panels at home football bleacher north and south ramps; add: | \$2,418.00 | \$111.23 |
| <ul style="list-style-type: none"> Provide labor, materials and equipment to install ceramic tile on the walls under the Cafeteria stairs; add: | \$3,843.00 | \$176.78 |
| To correct deficient plans and specs: | | |
| <ul style="list-style-type: none"> Provide labor, materials and equipment to add heat pump to serve Rooms E201a and E201b; add: | \$25,699.07 | \$0 |
| <ul style="list-style-type: none"> Provide labor, materials and equipment to water meter for geothermal make-up water (analog); add: | \$1,828.50 | \$0 |
| To resolve unforeseen conflict: | | |
| <ul style="list-style-type: none"> Provide labor, materials and equipment to replace sidewalk damaged by Kentucky Utilities during tree trimming; add: | \$1,100.00 | \$50.60 |
| To comply with building code: | | |
| <ul style="list-style-type: none"> Provide labor, materials and equipment to add portions of cane rail at stairs ST-EB and ST-EC; add: | \$1,216.70 | \$55.97 |
| Total Change Order No. Twenty-two: | \$54,554.73 | |
| Design consultant fees: | | \$1,243.26 |
| Total Cost: | | \$55,797.99 |

A 5% contingency (\$3,102,200) is included in the project's available funds. There have been twenty-one previous change orders on this project. The cost of the current and all changes orders represents a 1.46% increase in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

| <u>Fund</u> | <u>Org. Code</u> | <u>Project Code</u> | <u>Object Code</u> | <u>Balance</u> |
|------------------|------------------|---------------------|--------------------|----------------|
| Construction 360 | 0003610 | 14159 | 0840 | \$1,117,861.90 |

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the additive Change Order No. Twenty-two to the contract with D.W. Wilburn, Inc. for the construction of Frederick Douglass High School in the amount of \$54,554.73 (Fifty-four Thousand, Five Hundred Fifty-four Dollars and Seventy-three Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,243.26 (One Thousand, Two Hundred Forty-three Dollars and Twenty-six 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.

Melissa Bacon, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: 7/24/2017

TOPIC: Policy & Procedures Updates (2nd Reading)

PREPARED BY: Shelley Chatfield

Recommended Action on: 7/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the policy revisions as recommended by the KSBA.

Background/Rationale: Updates to policies pursuant to changes in the law.

Policy: N/A

Fiscal Impact: N/A

Attachments(s): Policies

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Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

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

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

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

MEETING: Planning

DATE: 7/10/2017

TOPIC: Policy & Procedures Updates (1st Reading)

PREPARED BY: Shelley Chatfield

Recommended Action on: 7/10/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the policy revisions as recommended by the KSBA.

Background/Rationale: Updates to policies pursuant to changes in the law.

Policy: N/A

Fiscal Impact: N/A

Attachments(s): Policies

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

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LEGAL: HB 269 AMENDS KRS 160.380 TO PERMIT A RELATIVE TO BE HIRED AS A SUBSTITUTE FOR A CERTIFIED OR CLASSIFIED EMPLOYEE IF THE RELATIVE MEETS SPECIFIC GUIDELINES.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

DRAFT 5/10/17

PERSONNEL

03.11 AP.1

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- CERTIFIED PERSONNEL -

Hiring

The following procedures shall apply in the recruitment, selection, and employment of all certified personnel hired in the District.

RECRUITMENT

Recruiting shall be the responsibility of the Superintendent/designee. Efforts shall be made to recruit a quality staff to include, but not be limited to:

1. Working through placement bureaus of regional and state colleges and universities;
2. Working with state educational associations and the state department of education;
3. Advertising through appropriate media.

POSTING

Vacancies shall be posted on the Kentucky Department of Education and District web sites.

CERTIFIED VACANCIES

The Superintendent/designee shall notify the Chief State School Officer of the vacancy at least thirty (30) days prior to filling the position. When such a vacancy needs to be filled in fewer than thirty (30) days to prevent disruption of necessary instructional or support services, a waiver may be requested from the Chief State School Officer. If the waiver is approved, the appointment shall not be made until the person selected has been approved by the Chief State School Officer.

APPLICATIONS

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

The Superintendent/designee shall review each application for completeness and shall send an e-mail notice to each applicant indicating (a) the date of the review and (b) any additional materials requested.

CRIMINAL RECORD INQUIRY

The District shall make appropriate inquiries with law enforcement agencies to ascertain if an applicant has a criminal record. The applicant shall submit with the application his/her check or money order in the required amount made payable to the "Fayette County Board of Education." To complete this requirement, the applicant recommended for hire shall be finger-printed by the Department of Human Resources.

EEOC COMPLIANCE

The Equal Employment Opportunity Commission recordkeeping regulations require the District to maintain records in chronological order of the name, address, sex and race of all persons who have applied for employment, including the dates on which such applications are made.

Hiring**ELIGIBILITY VERIFICATION**

The United States Immigration and Naturalization Service (INS), Immigration Reform and Control Act of 1986, requires that eligibility for employment in the United States shall be verified. Accordingly, the applicant shall file with the Department of Human Resources the required documents for verification as specified by the INS. The applicant shall advise the Department of Human Resources, in advance, of the need to determine appropriate alternative documents if s/he is unable to provide the required documents.

SUPPORTING MATERIALS

Certification - Certified personnel shall hold valid certification issued by the state of Kentucky and shall file the certificate with the Department of Human Resources. Individuals who are to complete the beginning teacher internship shall file a valid Confirmation of Employment/Statement of Eligibility.

The Department of Human Resources shall review the files of all certified employees appointed to positions and provide the appropriate administrator with a listing of any credentials that are incomplete.

References - Beginning teachers shall include in their list of references the names of their supervising or cooperating teacher and college coordinator of student teaching. Experienced personnel should include the name of their present principal and/or supervisor. The applicant shall provide specific and correct names, mailing addresses (including ZIP code), and email addresses for all references.

For other applicants, three (3) confidential references are required. The applicant shall provide specific and correct names, addresses (including ZIP code), and email addresses for all references.

EXPIRATION OF CERTIFICATION/LICENSURE

When an employee's required certification/license has expired, the following process shall be implemented:

1. The employee will be notified in writing of the expired certificate/license and temporary placement and guidelines.
2. When an employee has allowed a certification/license to expire, the employee will be temporarily placed in a non-certificate/license required position for thirty (30) days to allow for follow up on renewal of the certificate/license.
3. When the period of thirty (30) days has lapsed and certificate/license has not been renewed/updated, the employee will be terminated.
4. The employee may reapply when the certificate/license has been renewed; however the District will be under no obligation to rehire the individual.
5. The employee's salary will be adjusted to the thirty (30) temporary placement job salary, and the District will be under no obligation to retroactively pay the individual once the certificate/licenses has been renewed/updated.
6. If the employee is able to renew/update the certificate/license before the thirty (30) day timeline, they will be placed in a position similar to the one previously held; however, there is no guarantee of placement in the same position or at the same location.

Hiring**ADDITIONAL DOCUMENTS**

In the event employment is offered to the applicant, s/he shall submit the following additional required support documents/items or take the appropriate additional action, as specified:

Health Certificate - Prior to beginning work, employees are required to submit a health certificate. The certificate shall verify a completed medical examination within the ninety (90) day period immediately prior to the employment date.

ADA Form - The Special Notice to Disabled Individuals shall be available to employees who wish to volunteer information concerning any personal physical or mental disability in accordance with the Rehabilitation Act and Americans with Disabilities Act.

Tax Exemption Certificates - The W-4 (federal) and K-4 (Kentucky) tax exemption certificates shall be completed for income tax purposes.

Employment Eligibility Verification - The Form I-9 shall be completed for employment eligibility.

Job Description - New employees shall sign their job description, which shall delineate the general duties and responsibilities of the position. (Job descriptions shall not be considered all-inclusive descriptions of the job, but shall indicate the general parameters of the duties and responsibilities of the position.)

SELECTION FACTORS

The Superintendent/designee shall screen applicants based on the following factors:

1. Certification (when required for the position)
2. Educational background
3. Previous work experience
4. Recommendations
5. Results from required testing

HIRING OF RELATIVES OF THE PRINCIPAL/HIRING MANAGER

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

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

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

[Exception to the above is substitute personnel.](#)

COMPLETION OF EMPLOYMENT PROCESS

For SBDM schools, hiring shall follow statutory guidelines and the provisions of Policy 02.4244, and the Superintendent shall complete the hiring process. Decisions on It's About Kids Support Services and District-wide personnel shall be made by the Superintendent/designee. The Superintendent shall inform the Board of the appointment of all personnel.

Hiring**HIRING OF RETIRED PERSONNEL**

Re-employment on a full-time basis of persons previously retired from the District shall not be a standard practice. In an emergency situation, however, consideration and employment of retired personnel is acceptable, as long as it can be demonstrated that the individual is the best qualified person for a particular vacancy.

SCREENING/INTERVIEW

Interview teams, as appointed by the Superintendent/designee, shall determine those applicants to be interviewed in accordance with the needs of the school system.

The first phase of applicant screening for basic qualifications shall be conducted by the Department of Human Resources. Interview teams led by the school Principal, hiring manager, and/or the SBDM council, as appropriate under law, which include subject area specialists and principals, shall review and evaluate only those applicants who have successfully completed the credential screening by the Department of Human Resources.

The Division of Human Resources shall make available to the Principal and SBDM councils information regarding qualified applicants.

Applicants may be requested to provide additional information or to undergo further interviews regarding position-specific qualifications.

The Principal shall communicate the candidate selected for employment to the Department of Human Resources for validation and presentation to the Superintendent. In schools operating under SBDM, the Principal shall confer with the Council before submitting the selection.

The Department of Human Resources shall prepare and distribute necessary forms and instructions to all administrators responsible for interviewing and placement of District employees. However, the official offer of employee shall be made by the Division of Human Resources.

USE OF CONSULTANTS

Consultant contracts must be approved in accordance with Board policy 01.11.

Consultants are those individuals retained by the District via contract to provide services to the District or an individual school that present District staff are unable to provide. The kinds of assistance sought from consultants may include, but are not necessarily limited to, services such as: conducting fact-finding studies, surveys, and research; providing counsel and/or training in areas requiring special expertise; and, assisting the District with policy development and/or program recommendations.

Hiring**USE OF CONSULTANTS (CONTINUED)**

Before entering into any agreement with a consultant, the District shall obtain from the consultant a written proposal that details, at a minimum, the following information regarding the consultant and services to be provided:

1. The qualifications held by the consultant, which offer proof of the individual's experience and expertise in the appropriate service area;
2. The specific measurable objectives to be accomplished;
3. The specific tasks to be performed;
4. The target dates for completion of tasks;
5. The method to be used to report results to the District and/or to deliver any "product," e.g., plans, recommendations, training, etc.; and;
6. Total costs.

Written contracts, based on the above proposal, shall be required in all cases where a consultant is employed by the District. Such contracts shall specify the full amount to be expended for the contracted services, including amounts for travel and related expenses.

Employees that have retired under the Kentucky Teachers' Retirement System (KTRS) may be used as consultants on a limited basis, but only in keeping with requirements of KTRS.

CONTRACT

Personnel hired by the Superintendent shall be notified of their contractual obligations electronically through Applitrack. Electronic contracts must be signed and returned to the Department of Human Resources within thirty (30) days of receipt.

EXPLANATION: UNDER THE “EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)” PARENTS ARE INFORMED WHEN THEIR CHILD HAS BEEN ASSIGNED OR TAUGHT FOR FOUR (4) OR MORE CONSECUTIVE WEEKS BY A TEACHER NOT CERTIFIED IN THAT GRADE LEVEL AND SUBJECT AREA. FINANCIAL IMPLICATIONS: PARENTAL NOTIFICATION COSTS

PERSONNEL

03.112 AP.22

- CERTIFIED PERSONNEL -

Professional Qualifications Information - Parent Right to Request



FAYETTE COUNTY PUBLIC SCHOOLS

_____ (Date)

Dear Fayette County Public School Family:

The Fayette County Public School district is committed to providing a world class education for your child. We are working hard to ensure that every child in our district reaches high levels of academic excellence.

Time and again, research has shown that one of the most important factors in your child's academic success is the classroom teacher. By now, I hope you have had a chance to meet your child's teacher or teachers and discuss the academic expectations and experiences your child will have this year. I would encourage you to keep the lines of communication open throughout the year and regularly talk about your child's progress.

Our district receives money designed to help schools with high concentrations of low income children under the federal *Every Student Succeeds Act* (ESSA). This federal law gives every parent the right to request information regarding the professional qualifications of your child's teacher(s) and paraeducator(s).

Information about your child's teacher can be obtained two ways. One way is to visit the Kentucky Education Professional Standards Board Web site at www.kyepsb.net/, click on "Check Educator Credentials" and then follow the directions at that site. Another way is to request this information by contacting the Director of Human Resources by email at _____@fayette.kyschools.us.

Thank you for your interest and involvement in your child's education. We look forward to working closely with you this year to make sure your child is successful.

Sincerely,

Principal

PERSONNEL

03.112 AP.22

(CONTINUED)

ESSA Qualification Notifications

NOTIFICATION RE: TEACHER QUALIFICATIONS

TO: _____
Parent's Name

FROM: _____
School Name

REGARDING: _____
Student's Name

DATE: _____ **GRADE:** _____

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Dear Parent/Guardian,

Our school is dedicated to providing the best instructional staff we can to teach our students. However, because our school receives Title I federal funds, the federal Every Student Succeeds Act (ESSA) requires us to inform you that your child has been assigned to a teacher who does not meet applicable State certification or licensure requirements to teach the subject at your child's grade level. Your child

☐ has been assigned to _____ for _____
Name of teacher Subject and grade level
for this school year.

☐ has been assigned to _____ for _____
Name of teacher Subject and grade level
for the past four (4) weeks (20 instructional days.)

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Please let me know if you have questions about this information (_____).
Telephone #

Sincerely, _____
Principal/designee

EXPLANATION: ENACTMENT OF SB 6 (2017) PROHIBITS THE AUTOMATIC WITHHOLDING OR DEDUCTION FROM PAYROLL FOR DUES OR FEES FOR EMPLOYEE ORGANIZATIONS, ASSOCIATIONS, OR UNIONS WITHOUT PRIOR WRITTEN CONSENT FROM THE EMPLOYEE. SUCH WITHHOLDINGS CANNOT BE MADE BASED SIMPLY ON AN EMPLOYEE'S FAILURE TO "OPT OUT." AN AFFIRMATIVE WRITTEN AUTHORIZATION IS REQUIRED. SB 6 PROVIDES THAT EXISTING CONTRACTS WITH EMPLOYEE ORGANIZATIONS/EMPLOYEES RELATING TO WITHHOLDINGS CAN CONTINUE TO BE HONORED. GIVEN THAT THIS NEW LAW TOOK EFFECT IN JANUARY OF 2017, IT IS UNLIKELY THAT ANY EXCEPTION FOR EXISTING CONTRACTS WILL APPLY GOING FORWARD (2017-18 YEAR AND BEYOND). YOU SHOULD CONSULT SCHOOL DISTRICT COUNSEL IF YOU HAVE QUESTIONS REGARDING ANY SUCH EXISTING CONTRACTS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

DRAFT 5/5/17 REVISED 7/11/17, 7/19/17

PERSONNEL

03.1211 AP.1

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Payroll Deduction Procedures

EMPLOYEE BENEFITS

The Benefits Department shall schedule conferences to provide for the distribution of employee benefits materials and scheduling of benefit conferences. For information about related services and benefits, refer to the District's web site:

<http://www.fcps.net/administration/departments/financial-services/benefits>

FREQUENCY OF VOLUNTARY DEDUCTIONS

Per pay amounts are deducted from each semi-monthly pay check for which deductions are scheduled.

Credit union deductions shall be made from each semi-monthly paycheck. Employees shall consult with the credit union and complete the proper form if they wish to change the amount of their credit union deduction.

Process for employee association deductions: Deduction of membership dues for the professional teachers' and support professionals' organization with the largest paid membership in the District will be offered to the employee and authorized by each in writing~~through a process that complies with the requirements of OAG 13-009.~~

Voluntary deductions include deductions for medical, life, disability, vision, and dental insurance; flexible spending accounts; tax sheltered annuities; professional dues; credit union; and United Way.

FREQUENCY OF MANDATORY DEDUCTIONS

Deductions that are mandatory shall be made as a percentage of taxable wages from each pay check. Mandatory deductions include federal, state and local taxes, Social Security Medicare, and retirement.

EXPLANATION: NEW FMLA CERTIFICATION FORM FOR USE WHEN AN EMPLOYEE REQUESTS MILITARY CAREGIVER LEAVE.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.12322 AP.1

- CERTIFIED PERSONNEL -

Family and Medical Leave Compliance

REQUIRED NOTICES

As required by law, the District shall post information and distribute notices using documents prepared by the United States Department of Labor (DOL) to implement the federal Family and Medical Leave Act. The FMLA poster provided by the DOL must be displayed in a conspicuous place at all locations where employees and applicants for employment can see it, including those work locations to which no eligible employees are assigned.

Posters, notices to provide to employees, and designated forms may be downloaded from the following (DOL) web site:

<http://www.dol.gov/dol/topic/benefits-leave/fmla.htm>

These include the following:

- FMLA Poster (PDF) - <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>
- WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition - <http://www.dol.gov/whd/forms/WH-380-E.pdf>
- WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition - <http://www.dol.gov/whd/forms/WH-380-F.pdf>
- WH-381 Notice of Eligibility and Rights & Responsibilities - <http://www.dol.gov/whd/forms/WH-381.pdf>
- WH-382 Designation Notice - <http://www.dol.gov/whd/forms/WH-382.pdf>
- WH-384 Certification of Qualifying Exigency for Military Family Leave - <http://www.dol.gov/whd/forms/WH-384.pdf>
- WH-385 Certification for Serious Injury or Illness of Covered Servicemember - <http://www.dol.gov/whd/forms/WH-385.pdf>
- WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave - <https://www.dol.gov/whd/forms/wh385V.pdf>

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LEGAL: HB 269 AMENDS KRS 160.380 TO PERMIT A RELATIVE TO BE HIRED AS A SUBSTITUTE FOR A CERTIFIED OR CLASSIFIED EMPLOYEE IF THE RELATIVE MEETS SPECIFIC GUIDELINES.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 195 AMENDS MULTIPLE KRS TO CHANGE THE GENERAL EDUCATION DIPLOMA (GED) TO HIGH SCHOOL EQUIVALENCY DIPLOMA.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

DRAFT 5/10/17

PERSONNEL

03.21 AP.1

- CLASSIFIED PERSONNEL -

Hiring

The following procedures shall apply in the recruitment, selection, and employment of all classified personnel hired in the District.

RECRUITMENT

Recruiting shall be the responsibility of the Superintendent/designee. Efforts shall be made to recruit a quality staff to include, but not be limited to:

4. Working through placement bureaus of regional and state colleges and universities;
5. Working with state educational associations and the state department of education;
6. Advertising through appropriate media.

POSTING

Vacancies shall be posted on the District web site.

The closing date for receiving applications shall be listed when vacancies are posted unless the position is designated as one open until filled.

APPLICATIONS

All applications for positions shall be made via electronic forms under the Department of Human Resources section of the District's web site.

The Superintendent/designee shall review each application for completeness and shall send a notice to each applicant indicating (a) the date of the review and (b) any additional materials requested.

CRIMINAL RECORD INQUIRY

The District shall make appropriate inquiries with law enforcement agencies to ascertain if an applicant has a criminal record. The applicant shall submit with the application his/her check or money order in the required amount made payable to the "Fayette County Board of Education." To complete this requirement, the applicant recommended for hire shall be finger-printed by the Department of Human Resources.

EEOC COMPLIANCE

The Equal Employment Opportunity Commission recordkeeping regulations require the District to maintain records in chronological order of the name, address, sex and race of all persons who have applied for employment, including the dates on which such applications are made.

ELIGIBILITY REQUIREMENTS

Clerical: Applicants must take the required clerical assessments and earn a passing score and must have a high school diploma or ~~GED~~ High School Equivalency Diploma.

Hiring**ELIGIBILITY REQUIREMENTS (CONTINUED)**

Bus Driver and Bus Monitor: Applicants must have a high school diploma or ~~GED~~ High School Equivalency Diploma.

Food Service: Applicants must have a high school diploma or ~~GED~~ High School Equivalency Diploma and also must obtain a food handlers permit.

ELIGIBILITY VERIFICATION

The United States Immigration and Naturalization Service (INS), Immigration Reform and Control Act of 1986, requires that eligibility for employment in the United States shall be verified. Accordingly, the applicant shall file with the Department of Human Resources the required documents for verification as specified by the INS. The applicant shall advise the Department of Human Resources, in advance, of the need to determine appropriate alternative documents if s/he is unable to provide the required documents.

SUPPORTING MATERIALS

Diploma or ~~GED~~ High School Equivalency Diploma - Classified personnel hired since July 13, 1990, shall hold at least a high school diploma or ~~GED-certificate~~ High School Equivalency Diploma.

Designated classified employees are required to be licensed as follows:

Food Service - All employees shall obtain a Food Service Permit through the designated contractor and pass a certification course within forty (40) working days of employment, as required by Kentucky Administrative Regulation (702 KAR 6:045). Food Service Supervisors shall hold a valid Driver's License, and specified food service positions will require that the employee hold a valid Kentucky Commercial Driver's License.

Instructional Support Services - Specified Instructional Support Service positions require that the employee hold a valid Kentucky Driver's License or a valid Kentucky Commercial Driver's License.

Law Enforcement - A valid Kentucky Driver's license is required for all Law Enforcement positions. Sworn Officers are required to have a "Special Law Enforcement Officer Commission." Communications personnel are required to hold a "Law Enforcement Telecommunicator Certificate."

Maintenance - All Maintenance positions require the employee hold a valid Driver's License or a valid Kentucky Commercial Driver's License. The position of Plumber requires a Master Plumber's License. The position of electrician requires an Electrical Contractor's License.

Plant Operations - Designated Plant Operations positions require that the employee hold a valid Driver's License or a valid Kentucky Commercial Driver's License.

Paraeducator - For instructional positions, employees shall be required to hold a high school diploma or a ~~GED-certificate~~ High School Equivalency Diploma and to earn a minimum score on any required testing.

Transportation - School bus drivers are required by Kentucky Administrative Regulation to complete a state-mandated training course prior to employment, along with eight (8) hours of update training annually (702 KAR 5:080). Bus drivers and mechanics are required to hold a valid Kentucky Commercial Driver's License.

Hiring**EXPIRATION OF CERTIFICATION/LICENSURE**

When an employee's required certification/license has expired, the following process shall be implemented:

7. The employee will be notified in writing of the expired certificate/license and temporary placement and guidelines.
8. When an employee has allowed a certification/license to expire, the employee will be temporarily placed in a non-certificate/license required position for thirty (30) days to allow for follow up on renewal of the certificate/license.
9. When the period of thirty (30) days has lapsed and certificate/license has not been renewed/updated, the employee will be terminated.
10. The employee may reapply when the certificate/license has been renewed; however the District will be under no obligation to rehire the individual.
11. The employee's salary will be adjusted to the thirty (30) temporary placement job salary, and the District will be under no obligation to retroactively pay the individual once the certificate/licenses has been renewed/updated.
12. If the employee is able to renew/update the certificate/license before the thirty (30) day timeline, they will be placed in a position similar to the one previously held; however, there is no guarantee of placement in the same position or at the same location.

ADDITIONAL DOCUMENTS

In the event employment is offered to the applicant, s/he shall submit the following additional required support documents/items or take the appropriate additional action, as specified:

Health Certificate - Prior to beginning work, employees are required to submit a health certificate that is issued by the designated contractor or personal physician. The certificate shall verify a completed medical examination within the ninety (90) day period immediately prior to the employment date.

ADA Form - The Special Notice to Disabled Individuals shall be available to employees who wish to volunteer information concerning any personal physical or mental disability in accordance with the Rehabilitation Act and Americans with Disabilities Act.

Confirmation of Employment - New classified employees shall sign a "Confirmation of Employment" establishing hourly rate, status, and work schedule.

Tax Exemption Certificates - The W-4 (federal) and K-4 (Kentucky) tax exemption certificates shall be completed for income tax purposes.

Employment Eligibility Verification - The Form I-9 shall be completed for employment eligibility.

Job Description - New employees shall sign their job description, which shall delineate the general duties and responsibilities of the position. (Job descriptions shall not be considered all-inclusive descriptions of the job, but shall indicate the general parameters of the duties and responsibilities of the position.)

Hiring**ELIGIBILITY VERIFICATION (CONTINUED)**

Experience - Previous experience of classified personnel shall be verified in writing by former employers. The District shall recognize up to four (4) years of professionally related experience outside the Fayette County School System as specified on the applicable salary schedule for the purpose of salary calculation.

References - The applicant shall provide specific and correct names, mailing addresses, and email addresses for all references and shall not list relatives, friends or prospective in-laws.

At least three (3) confidential references shall be provided and must include only former employers or professional contacts.

SELECTION FACTORS

The Superintendent/designee shall screen applicants based on the following factors:

6. Certification (when required for the position)
7. Educational background
8. Previous work experience
9. Recommendations
10. Results from required testing

HIRING OF RELATIVES OF THE PRINCIPAL/HIRING MANAGER

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

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

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

[Exception to the above is substitute personnel.](#)

COMPLETION OF EMPLOYMENT PROCESS

For SBDM schools, hiring shall follow statutory guidelines and the provisions of Policy 02.4244, and the Superintendent shall complete the hiring process. Decisions on It's About Kids Support Services and District-wide personnel shall be made by the Superintendent/designee. The Superintendent shall inform the Board of the appointment of all personnel.

HIRING OF RETIRED PERSONNEL

Re-employment on a full-time basis of persons previously retired from the District shall not be a standard practice. In an emergency situation, however, consideration and employment of retired personnel is acceptable, as long as it can be demonstrated that the individual is the best qualified person for a particular vacancy. Retired classified personnel may be hired for permanent positions working four (4) hours or more each day. Retired classified personnel may be hired as classified substitutes, working no more than seventy (70) days each school year.

Hiring**SCREENING/INTERVIEW**

Interview teams, as appointed by the Superintendent/designee, shall determine those applicants to be interviewed in accordance with the needs of the school system.

For school-based positions, the first phase of applicant screening for basic qualifications shall be conducted by the Department of Human Resources. Interview teams led by the hiring manager, school Principal and/or the SBDM council, as appropriate under law, which include subject area specialists and principals, shall review and evaluate only those applicants who have successfully completed the credential screening by the Department of Human Resources.

In areas where special skills are required, applicants may be referred to the appropriate District staff for a performance assessment to determine competency.

The Division of Human Resources shall make available to the hiring manager, Principal and SBDM councils information regarding qualified applicants.

Applicants may be requested to provide additional information or to undergo further interviews regarding position-specific qualifications.

The Principal/hiring manager shall communicate the candidate selected for employment to the Department of Human Resources for validation and presentation to the Superintendent. In schools operating under SBDM, the Principal shall consult with the Council before submitting the selection.

The Department of Human Resources shall prepare and distribute necessary forms and instructions to all administrators responsible for interviewing and placement of District employees. However, the official offer of employee shall be made by the Division of Human Resources.

CONTRACT

Personnel hired by the Superintendent shall be notified of their contractual obligations by letter. The contract must be signed and returned to the Department of Human Resources within two (2) weeks.

EXPLANATION: HB 195 AMENDS MULTIPLE STATUTES TO CHANGE THE GENERAL EDUCATION DIPLOMA (GED) TO HIGH SCHOOL EQUIVALENCY DIPLOMA.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.221 AP.22

- CLASSIFIED PERSONNEL -

Classified Personnel File Checklist

LAST NAME _____ FIRST NAME _____ SSN# _____

STREET ADDRESS _____ APT# _____ CITY _____ STATE _____

BIRTH DATE _____ GENDER ____ (M) ____ (F) ETHNICITY _____

LOCATION: _____ POSITION: _____ RETIREE Y / N.

HUMAN RESOURCES STAFF WILL VERIFY RECEIPT OF THE ITEMS BELOW:

___ FINGERPRINTS ___ MONEY ORDER ___ CHECK

___ H.S. DIPLOMA ___ ~~GED~~ HIGH SCHOOL EQUIVALENCY DIPLOMA ___ COLLEGE TRANSCRIPT

___ JOB DESCRIPTION

___ OFFICIAL START DATE FORM

___ NEW EMPLOYEE AGREEMENT (*COMPLETED ONLINE?* Yes ____ No ____)

___ DISABILITIES ACT FORM (*COMPLETED ONLINE?* Yes ____ No ____)

___ I-9: ___ DRIVERS LICENSE ___ SOCIAL SECURITY CARD OR BIRTH CERTIFICATE

___ W4 & K4 TAX FORMS (*COMPLETED ONLINE?* Yes ____ No ____)

___ DIRECT DEPOSIT ENROLLMENT FORM (*COMPLETED ONLINE?* Yes ____ No ____)

___ PHYSICAL EXAMINATION W/ TB ASSESSMENT (*On File* ____ *Received* ____)

___ W2 ELECTRONIC ENROLLMENT FORM (*COMPLETED ONLINE?* Yes ____ No ____)

* Elected to Receive W2: Electronic Form ____ Paper ____ (please select which option was chosen)

___ EMPLOYEE BENEFITS ACKNOWLEDGEMENT FORM

___ FINGERPRINTS ___ MONEY ORDER ___ CHECK

___ EDUCATION/EXPERIENCE VERIFICATION SUMMARY SHEET

___ EXPERIENCE VERIFICATION FORM(S):

HOW MANY _____ DATE SENT FOR PROCESSING: _____

___ KRS FORM 6751-RETIREE'S RETURNING TO WORK (IF APPLICABLE)

___ FOOD HANDLERS CARD (FOOD SERVICE ONLY)

HR Use Only: Contract Sent? _____ (Date and Initial)

EXPLANATION: AS NEEDED TO QUALIFY FOR A FEDERAL TITLE IV GRANT, DISTRICTS MUST CONDUCT A NEEDS ASSESSMENT TO IDENTIFY AREAS OF NEED OUTLINED IN THE EVERY STUDENT SUCCEEDS ACT OF 2015 (P.L. 114-95).
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

FISCAL MANAGEMENT

04.1 AP.1

Needs Assessment

SCHOOL NEEDS ASSESSMENT

By the end of the second month of the school year, each site administrator shall conduct and submit to the Superintendent a needs assessment. In SBDM schools the administrator shall conduct the assessment at the direction of the council.

As the school develops its improvement plan, the needs assessment will assist in determining the contents of that plan.

GUIDELINES FOR SCHOOL ASSESSMENTS

The annual needs assessment shall identify existing programs, strengths of the school, and where needs exist. Examples of needs to be addressed are:

1. Instructional program
2. Student support services (counselors, music teachers, etc.)
3. Major equipment (science, technology, etc.)
4. Major maintenance (roof, heating and cooling, painting, door replacement, etc.)

DOCUMENTS TO BE REVIEWED

In preparing the District needs assessment, the Superintendent shall include a review of pertinent information, including but not limited to:

- Student academic assessment results (state-mandated tests, AP scores, nationally normed tests, SAT, ACT, etc.)
- Student noncognitive variables (attendance, drop-out rates, retention rates, etc.)
- District strategic plan or recommendations from the District's long-range plan
- Goals and objectives established by the Board and those set out in statute
- Needs assessments of individual schools
- Capital outlay needs of the District, including major maintenance needs
- Personnel salaries (Specific salary increases should not be included in the needs assessment.)
- Recommendations of accrediting associations such as the Southern Association for Elementary and Secondary Schools
- Staffing levels (The needs assessment should review staffing and programs included or funded in the schools' and District budgets.)

PRESENTATION TO THE BOARD

By December 1 the Superintendent shall have completed the District needs assessment, tabulated the results, and presented a summary report to the Board for its review and utilization in developing budget priorities. The report shall include the estimated cost for each item, and costs shall be within the revenues available to the District.

The Superintendent, at his/her discretion, may involve a committee to assist in development of the District needs assessment.

Needs Assessment**DISTRICT NEEDS ASSESSMENT (ESSA TITLE IV)**

As needed to qualify for a federal Title IV grant, the District needs assessment must be conducted once every three (3) years as specified in Every Student Succeeds Act of 2015 (ESSA). The needs assessment shall be done with input from stakeholders, including, but not limited to: parents, teachers, principals, school and community leaders, local government representatives, and others with relevant and demonstrated expertise in the area. The assessment shall examine needs for improvement of the following:

1. Access to, and opportunities for, a well-rounded education for all students;
2. School conditions for student learning in order to create a healthy and safe school environment; and
3. Access to personalized learning experiences supported by technology and professional development for the effective use of data and technology.

REFERENCE:

20 U.S.C. § 7116(d)

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EXPLANATION: THIS IS TO CLARIFY THE PROCESS FOR PARENTS TO FOLLOW TO REQUEST SPECIAL DIETARY SERVICES FOR THEIR CHILD AND OUTLINES DISTRICT RESPONSIBILITIES.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

SUPPORT SERVICES

07.1 AP.11

Food Allergies and Special Dietary Needs

The District School Nutrition Program shall provide modified menus or food preparation for students as required by their individual education plan (IEP), Section 504 plan, or health plan.

The District School Nutrition Program shall be informed of any student who is unable to consume the meals normally served at the school in which s/he is enrolled.

Nutrition Program services shall provide for substitution of food items based on child-specific medical guidance.

PARENTAL ASSISTANCE RESPONSIBILITIES

Parents ~~will be asked to~~ requesting dietary accommodations for their child shall:

1. Notify the school principal of any food allergy or special dietary need related to a disabling condition or medical necessity.
2. Provide a written statement containing medical information from a District-approved recognized medical authority (RMA) authorized to practice within the State of Kentucky as noted in the student's IEP, 504 plan or health plan.
3. Provide updated medical information as requested by the District.
4. Participate in any meetings or discussions regarding the student's meal plan.
5. Notify the school of any changes relating to the food allergy or special dietary need.

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SCHOOL SITE RESPONSIBILITIES

1. Inform school nutrition personnel who to notify when they receive a request from a parent* or student for accommodations related to food allergies.
- ~~1-2~~ Identify children requiring special dietary modifications
- ~~2-3~~ The Principal or designee shall Refer a student with known or suspected special dietary needs for special services as required by law and shall notify the Special Education Director, Section 504 Coordinator, school nurse or health services assistant, as appropriate, given the nature of the medical requirement or disabling condition known or suspected.
- ~~3-4~~ The Principal or designee shall mMake staff and the student aware of precautions needed related to field trips, classroom parties, allergy alert identification, intervention strategies, and other issues necessary to promote student safety.
- ~~4-5~~ Admissions and Release Committee (ARC) chairs, Section 504 chairs, the school nurse, or the school nurse assistant, as appropriate, shall cCommunicate plan requirements to all potential plan implementers, such as designated School Nutrition staff, the student's teachers, etc.
- ~~5-6~~ Monitor and update the IEP, Section 504 plan, or health plan as needed.

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FOOD & NUTRITION SERVICES RESPONSIBILITIES

1. Provide food item services and/or substitutions for students based on medical need. Menus will not be modified based on personal preference.
2. Provide training to school nutrition personnel on how to react to food allergies and food-related emergencies and how to modify menus.
3. Maintain special dietary information on each student identified as having special dietary needs and update this information as needed.

EXPLANATION: AS PART OF ASSURING COMPLIANCE, FOOD SERVICE AUDITORS MAY ASK TO SEE THE DISTRICT'S COLLECTION AND PARENT NOTIFICATION POLICY.
FINANCIAL IMPLICATIONS: COST OF PRINTING NOTICES

SUPPORT SERVICES

07.1 AP.2

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Meal Charge Procedures

OVERVIEW OF MEAL CHARGES

All parents shall be provided the written meal charge policy at the beginning of each school year or upon enrollment in the District for students transferring in mid-year. In addition, parents shall be advised of the available payment systems and meal prices.

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All FCPS students and employees are provided an opportunity to eat nutritional breakfasts and lunches daily in their respective schools. In order to accommodate those who take advantage of this opportunity, the Food Service Division has implemented billing systems that allow students to make advance payments for meals (meal account) with occasional charging of meals at the elementary, middle and high school levels. The school administration is responsible for assisting in the collection of all charges. Food Service funds may be used to collect delinquent meal charges.

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If parents have not contacted the Cafeteria Manager or submitted the amount indicated within ten (10) working days from the date of the final notice, the debt will be considered delinquent.

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There will be no charging of ala carte items at any time. Adults may pay for meals in advance on their meal account or pay for meals at the time of purchase. There are no provisions for adult charges.

ELEMENTARY AND MIDDLE SCHOOL PROCEDURE

1. The Food Service School Site will generate charge letters for anyone with > \$5.00 in charges. The charge letters will be sent home with the student or mailed every Friday or as needed. Verbal and/or written reminders stating that the account is running low may be given to students as needed.
2. Authorized school officials will receive a weekly printout listing accounts over > \$10.00 in charges.
3. An account is considered "delinquent" when unpaid accounts accrue to > \$20.00 in charges.
4. Authorized school officials will receive a printout of the delinquent accounts from the cafeteria manager or designee.
5. The authorized school official accepts the responsibility for the repayment of the delinquent account(s) to the cafeteria on a semi-yearly basis. (August-December invoiced in January and January-May invoiced in June).
6. As needed, the school office/Family Resource Center/Youth Service Center may provide a student loan. The student/parent/guardian will be required to repay the loan(s). The parent/guardian still is accountable for the charges that have been incurred in the cafeteria. This policy is in effect for breakfast and lunch only.

Meal Charge Procedures**ELEMENTARY AND MIDDLE SCHOOL PROCEDURE (CONTINUED)**

7. The authorized school official may arrange a meeting with parent/guardian to discuss the problem of outstanding meal charges. The school social worker/Family Resource Center/Youth Service Center/FRYSC will follow up to determine if there are extenuating circumstances. Free and reduced forms will be available in each school's office and cafeteria.
8. Upon a student being approved for free/reduced meals by an authorized school official, the student/parent/guardian is still responsible for all accrued account charges prior to the application approval date.
9. The authorized school official will continue to make reasonable attempts at collection, but should that fail, the school administration will be responsible for charges that are owed to the cafeteria.
10. As needed, the Family Resource Center, Youth Services Center, School and District staff shall pursue alternative sources of funding such as local civic organizations, faith-based organizations or other organizations to assist those families in paying for children's meals.
11. Students with delinquent accounts may not be allowed to purchase a la carte items.

HIGH SCHOOL PROCEDURE

1. High school students may only charge up to \$5.00 per account.
2. Students who have charges may not purchase a la carte items until their account is paid in full.
3. Students may receive a loan from a friend, school bank (when available), and/or Youth Services Center for their meal.
4. A meeting may be arranged by the Principal/Youth Services Center to discuss the problem of not having money for meals. The Youth Services Center, school, and/or District staff may pursue alternative sources of funding such as local civic organizations, faith-based organizations, or other organizations to assist those families in paying for the student's meals. Free and reduced forms will be available in each school's office and cafeteria.
5. Upon a student being approved for free/reduced meals by an authorized school official, the student/parent/guardian is still responsible for all accrued account charges prior to the application approval date.

ADULT PROCEDURE

1. Adults may pay for meals in advance on their meal account or pay for meals at the time of purchase.
2. There are no provisions for adult charges.

EXPLANATION: AS PART OF ASSURING COMPLIANCE, FOOD SERVICE AUDITORS MAY ASK TO SEE THE DISTRICT'S COLLECTION AND PARENT NOTIFICATION POLICY.
FINANCIAL IMPLICATIONS: COST OF PRINTING NOTICES

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SUPPORT SERVICES

07.11 AP.1

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Food Services

FREE AND REDUCED PRICE MEALS

Since schools in the District participate in the National School Lunch Program, School Breakfast Program, and/or the Donated Food Program, FCPS complies with all Federal and State Regulations while providing healthy meals to students.

OPERATION

The School Food Service program shall be operated under the direction of the Associate Director for Food Service. Each school shall have a food service contact person (such as a manager or satellite leader) under the supervision of the Associate Director for Food Service and Principal.

DEFINITION

For purposes of this administrative procedure, "authorized school official" means school personnel as designated in the National School Lunch program application and agreement with the Kentucky Department of Education who are authorized by applicable law and regulation to process information or act in connection with the matter described.

OVERVIEW OF MEAL CHARGES

~~All FCPS students and employees are provided an opportunity to eat nutritional breakfasts and lunches daily in their respective schools. In order to accommodate those who take advantage of this opportunity, the Food Service Division has implemented billing systems that allow students to make advance payments for meals (meal account) with occasional charging of meals at the elementary, middle and high school levels. The school administration is responsible for assisting in the collection of all charges.~~

~~There will be no charging of ala carte items at any time. Adults may pay for meals in advance on their meal account or pay for meals at the time of purchase. There are no provisions for adult charges.~~

ELEMENTARY AND MIDDLE SCHOOL PROCEDURE

- ~~12. The Food Service School Site will generate charge letters for anyone with > \$5.00 in charges. The charge letters will be sent home with the student or mailed every Friday or as needed. Verbal and/or written reminders stating that the account is running low may be given to students as needed.~~
- ~~13. Authorized school officials will receive a weekly printout listing accounts over > \$10.00 in charges.~~
- ~~14. An account is considered "delinquent" when unpaid accounts accrue to > \$20.00 in charges.~~
- ~~15. Authorized school officials will receive a printout of the delinquent accounts from the cafeteria manager or designee.~~

Food Services**ELEMENTARY AND MIDDLE SCHOOL PROCEDURE (CONTINUED)**

- ~~16. The authorized school official accepts the responsibility for the repayment of the delinquent account(s) to the cafeteria on a semi-yearly basis. (August-December invoiced in January and January-May invoiced in June).~~
- ~~17. As needed, the school office/Family Resource Center/Youth Service Center may provide a student loan. The student/parent/guardian will be required to repay the loan(s). The parent/guardian still is accountable for the charges that have been incurred in the cafeteria. This policy is in effect for breakfast and lunch only.~~
- ~~18. The authorized school official may arrange a meeting with parent/guardian to discuss the problem of outstanding meal charges. The school social worker/Family Resource Center/Youth Service Center/FRYSC will follow up to determine if there are extenuating circumstances. Free and reduced forms will be available in each school's office and cafeteria.~~
- ~~19. Upon a student being approved for free/reduced meals by an authorized school official, the student/parent/guardian is still responsible for all accrued account charges prior to the application approval date.~~
- ~~20. The authorized school official will continue to make reasonable attempts at collection, but should that fail, the school administration will be responsible for charges that are owed to the cafeteria.~~
- ~~21. As needed, the Family Resource Center, Youth Services Center, School and District staff shall pursue alternative sources of funding such as local civic organizations, faith-based organizations or other organizations to assist those families in paying for children's meals.~~
- ~~22. Students with delinquent accounts may not be allowed to purchase a la carte items.~~

HIGH SCHOOL PROCEDURE

- ~~6. High school students may only charge up to \$5.00 per account.~~
- ~~7. Students who have charges may not purchase a la carte items until their account is paid in full.~~
- ~~8. Students may receive a loan from a friend, school bank (when available), and/or Youth Services Center for their meal.~~
- ~~9. A meeting may be arranged by the Principal/Youth Services Center to discuss the problem of not having money for meals. The Youth Services Center, school, and/or District staff may pursue alternative sources of funding such as local civic organizations, faith-based organizations, or other organizations to assist those families in paying for the student's meals. Free and reduced forms will be available in each school's office and cafeteria.~~
- ~~10. Upon a student being approved for free/reduced meals by an authorized school official, the student/parent/guardian is still responsible for all accrued account charges prior to the application approval date.~~

Food Services**~~ADULT PROCEDURE~~**

- ~~1. Adults may pay for meals in advance on their meal account or pay for meals at the time of purchase.~~
- ~~2. There are no provisions for adult charges.~~

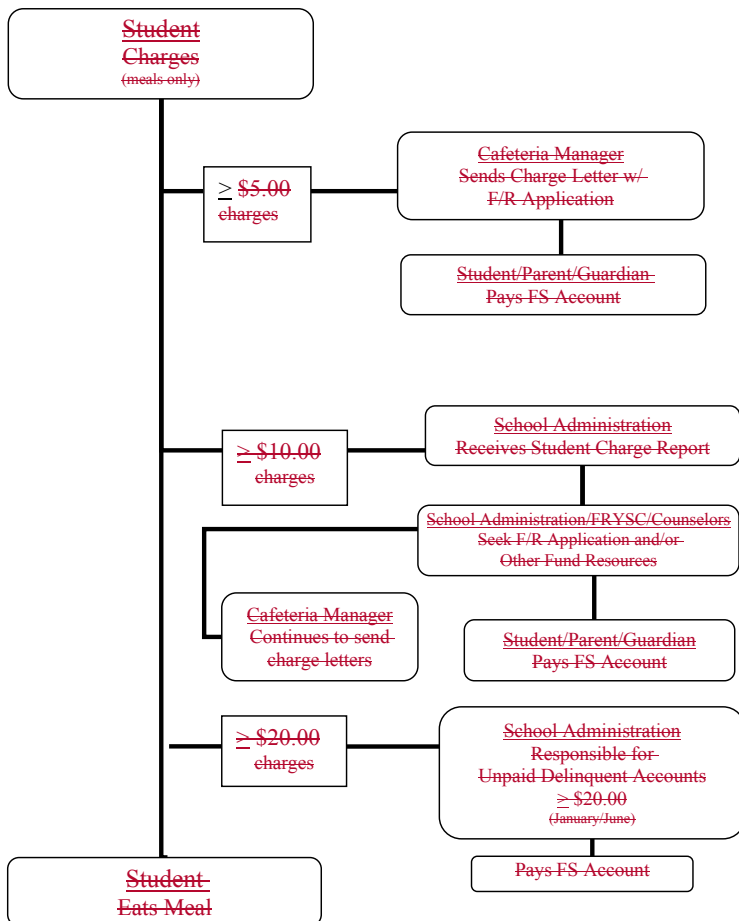
COMMUNITY ELIGIBILITY PROVISION (CEP) MEAL PROGRAM

If a school in the District participates in the National School Lunch Program, School Breakfast Program, and/or the Donated Food Program through the Community Eligibility Provision (CEP), they must follow the federal and state policies and regulations below:

STUDENTS

To implement required policies and regulations, these procedures will be followed for student participants:

1. Letters explaining the School Food Service Program shall be sent to all parents each year at the opening of school and as needed throughout the year.
2. Household Income Forms (HIF) shall be collected by a designated District official outside of federal food service operations. It is recommended by KDE that copies of Household Income Forms (HIF) be kept through the current fiscal year and the three (3) years that follow or through the completion of any unresolved audit issues, whichever is longer.
3. A master list/roster to track student withdrawals, transfers, and entries shall be maintained by the Superintendent or designee (s).

Food Services**ELEMENTARY AND MIDDLE SCHOOL FLOWCHART FOR FREE AND REDUCED-PRICE MEALS**

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EXPLANATION: THE HOME/HOSPITAL REVIEW COMMITTEE REPORT IS NOW INCLUDED IN THE STATE REQUIRED HOME/HOSPITAL APPLICATION. THIS FORM IS NO LONGER NEEDED.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.1312 AP.22

Home/Hospital Review Committee Report of Student Status

This form is to be completed by the Home/Hospital Review Committee and distributed to the student's teacher(s), as appropriate.

Date: _____

To: Classroom Teacher(s)

From: Home/Hospital Review Committee

_____, Chairperson

Re:

Student's Name

Student's Status:

- ☐ Student's application for enrollment in the Home/Hospital Instruction Program was denied for the following reason(s): _____

- ☐ Student has been accepted into the Home/Hospital Instruction Program. The effective date of enrollment is _____.
Beginning with the date given above, do not count the student absent from your class. The student is responsible for any assignments prior to the date of enrollment in the Home/Hospital Instruction program.
- ☐ Student was withdrawn from the Home/Hospital Instruction Program. The effective date of withdrawal is _____.
Include the student in your attendance records beginning with the next day of instruction following this date. The student is responsible for any assignments after the date of withdrawal from the Home/Hospital Instruction Program.
Withdrawal Code _____
- ☐ Student is expected to return to school as of _____ and will be withdrawn from the Home/Hospital Instruction program as of that date.
- ☐ Student is expected to return to school for partial days as of _____ for a period of approximately _____. During this time, the student will remain enrolled in the Home/Hospital Instruction Program. Do not include the student in your attendance records.
- ☐ After a six (6) months' review by the Home/Hospital Review Committee, the student's assignment to the Home/Hospital Instruction Program has been extended to _____.

Remarks: _____

EXPLANATION: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" REQUIRES DISTRICTS TO NOTIFY PARENTS OF THEIR RIGHT TO REQUEST AND RECEIVE INFORMATION REGARDING STATE OR DISTRICT ASSESSMENT POLICIES.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICES

CURRICULUM AND INSTRUCTION

08.222 AP.21

ESSA Assessment Notification

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ANNUAL NOTIFICATION - OPTION TO REQUEST ASSESSMENT INFORMATION

| | |
|------------|-----------------------|
| TO: | _____ |
| | <i>Parent's Name</i> |
| FROM: | _____ |
| | <i>School Name</i> |
| REGARDING: | _____ |
| | <i>Student's Name</i> |
| DATE: | _____ |
| GRADE: | _____ |

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Dear Parent/Guardian,

Because our District receives federal funds for Title I programs as a part of the Every Student Succeeds Act (ESSA), you may request information addressing any State or District policy regarding student participation in any assessments mandated by ESSA, by the State or District. If you would like to request this information, please contact _____ by phone at _____ or by e-mail at _____.

Sincerely,

Principal/designee

LEGAL: SB 50 AMENDS KRS 158.070 TO INCLUDE CREATION OF A MANDATORY CALENDAR COMMITTEE, ITS MAKEUP, AND REQUIRED STEPS IN DEVELOPING THE CALENDAR.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

DRAFT TO RESCIND 5/8/17

CURRICULUM AND INSTRUCTION

08.3 AP.1

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School Calendar Development

~~ADVISORY COMMITTEE ON CALENDARS~~

~~The Director of Student Achievement shall annually notify the Superintendent of the need to appoint a calendar advisory committee. The notification shall include the names of those committee members whose terms expired at the end of the previous year.~~

~~TERM OF COMMITTEE MEMBERSHIP~~

~~Individuals shall serve on the calendar advisory committee for three (3) years.~~

~~COMMITTEE CHAIR~~

~~The Director of Pupil Personnel shall serve as chairperson of the committee.~~

~~COMMITTEE RESPONSIBILITY~~

~~The committee shall be responsible for:~~

- ~~1. Reviewing the calendars which has been adopted for the ensuing school year to ascertain if modifications need to be made; and~~
- ~~2. Drafting a proposed calendar for the following year.~~

~~COMMITTEE PROCEDURES~~

~~The committee shall present its draft proposal to the staff for review. By January 31, following staff review, the proposal shall be presented to the Superintendent for review. On or before May 15, the Superintendent shall present the proposed calendar to the Board for action.~~

~~The committee shall consider the following when proposing the calendar:~~

- ~~• Number of instructional days (and hours) and number of teacher work days~~
- ~~• Average number of full school days missed system wide in the District over the preceding five (5) years~~
- ~~• State approved holidays~~
- ~~• Local requests on behalf of students to accommodate religious and other holidays~~
- ~~• Varying grading periods for different schools and for different levels of schools (elementary, middle, high)~~
- ~~• Ending the first semester prior to the winter break~~
- ~~• Professional development days for staff~~
- ~~• Non work days~~
- ~~• State wide standardized testing dates~~
- ~~• CKEA and KEA dates, and election dates~~
- ~~• Optional work days for teaching staff~~

EXPLANATION: THE BOARD MAY DESIGNATE A STUDENT'S ADDRESS AS DIRECTORY INFORMATION UNDER FERPA; HOWEVER, UNDER THE MCKINNEY-VENTO ACT, INFORMATION REGARDING A STUDENT'S LIVING SITUATION IS NOT CONSIDERED DIRECTORY INFORMATION. AS A RESULT, INFORMATION ABOUT A STUDENT'S LIVING SITUATION MUST BE PROVIDED THE SAME PROTECTIONS AS OTHER NON-DIRECTORY, PERSONALLY IDENTIFIABLE INFORMATION (PII) CONTAINED IN STUDENT EDUCATION RECORDS UNDER FERPA.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.14 AP.12

FERPA Directory Information Opt-Out Form
For All Students
Complete this form to exercise your right to privacy

The District has designated a student's name, address, email address, telephone number, date and place of birth, information about the student's participation in officially recognized activities and sports, student's weight and height (if a member of an athletic team), student's dates of attendance, grade level, honors and awards, photograph (excluding video records), and major field of study as "directory information", which means under the *Family Education Rights and Privacy Act* ("FERPA") that this information can be released without your consent. If you do not want this information released to people requesting directory information, the parent/guardian or eligible student (18 years of age or older) must sign this form and return it to the school office within one month after enrollment. This opt-out request will remain in effect for the current school year only. Information about the living situation of a homeless student is not considered directory information.

I hereby exercise my rights under state and federal law and hereby request that the name, address, email address, telephone number, date and place of birth, information about the student's participation in officially recognized activities and sports, student's weight and height (if a member of an athletic team), student's dates of attendance, grade level, honors and awards, photograph (excluding video records), and major field of study for _____ (student name), currently a student at _____ (school name), not be released without prior written consent.

I understand and acknowledge that this opt-out request will remain in effect for the current school year only. I understand it will exclude my student from publications such as photo/directory information and that my student's information will not be published in any form including District publications such as playbills, yearbooks, websites, newsletters, newspapers, etc.

Signed by (check one.): _____ eligible student _____ parent/guardian

_____ Signature

_____ Name (please print)

_____ Address

_____ City/State/ZIP

EXPLANATION: 702 KAR 3:220 REQUIRES ALL DISTRICTS HAVE PROCEDURES IN PLACE FOR STUDENTS TO APPLY FOR WAIVER OF FEES. THIS DOCUMENT IS BEING SENT AS AN OPTION TO MEET THAT REQUIREMENT.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

DRAFT ALL NEW LANGUAGE 5/12/17

STUDENTS

09.15 AP.21

Application for Waiver of Fees

| | | | |
|--------------------------|----------------------|---------------------------|-------------------------------|
| Student's Name | | | |
| <u>Last Name</u> | <u>First Name</u> | <u>Middle Initial</u> | |
| Student's Address | | | |
| <u>City</u> | <u>State</u> | <u>ZIP Code</u> | |
| Student's Age | Date of Birth | Sex | Student's Phone Number |
| <u>School</u> | <u>Grade</u> | <u>Homeroom/Classroom</u> | |

Name of Parent/Guardian

Address of Parent/Guardian

Home Telephone If none, number of nearest neighbor

In the chart below, list the Name, Birthdate, School, and Grade for **all other** children in the home:

| <u>NAME</u> | <u>BIRTHDATE</u> | <u>GRADE</u> | <u>SCHOOL ATTENDING</u> |
|-------------|------------------|--------------|-------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Employment Status of Parent/Guardian:

Mother: ☐ Employed ☐ Unemployed

Employer's Name Address

Father: ☐ Employed ☐ Unemployed

Employer's Name Address

Gross Family Income from last Income Tax Return

1. Is the family presently receiving or eligible to receive any type of financial aid from the Kentucky Cabinet for Health & Family Services? ☐ YES ☐ NO

2. If your child is granted free/reduced price meal status, do you grant permission for school food service personnel to disclose that information to the following District personnel for the sole purpose of determining if your child is eligible for a fee waiver for such activities as textbook rental and school athletic and field trip fees, etc.?

- School administrators
- Other District personnel, such as activity sponsors, who do not otherwise have access to information in connection with the School Nutrition program. ☐ YES ☐ NO

STUDENTS

09.15 AP.21

(CONTINUED)

Application for Waiver of Fees

3. If your child is eligible under the Community Eligibility Provision (CEP), do you grant permission for the FRAM coordinator to disclose that information to the following District personnel for the sole purpose of determining if your child is eligible for a fee waiver for such activities as textbook rental and school athletic and field trip fees, etc.?

- School administrators
- Other District personnel, such as activity sponsors, who do not otherwise have access to information in connection with the Community Eligibility Provision. ☐ YES ☐ NO

- Failure to sign this consent statement will not affect your child's eligibility or participation for the program.
- The recipient will be required to maintain confidentiality of the information.

Comments:

Parent/Guardian's Signature

Date

APPLICATION ☐ APPROVED ☐ DENIED

Central Office Designee's Signature

Date

EXPLANATION: THIS CLARIFIES THAT 702 KAR 5:030 STATES THAT THE PRINCIPAL IS RESPONSIBLE FOR A SYSTEM OF ADEQUATE SUPERVISION OF PUPILS ENTERING AND LEAVING BUSES AT SCHOOL. OTHER PERSONNEL MAY PROVIDE SUPERVISION IN OTHER AREAS.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

DRAFT 6/21/17

STUDENTS

09.221 AP.1

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Supervision of Students

RESPONSIBILITY

Principals shall develop and implement a plansystem of supervision ~~for their schools~~ to address students as they enter and leave the bus at school.

~~Schools may use authorized personnel in supervisory capacities in the following areas:~~

- ~~1. Bus loading and unloading, including safe dismissal of walkers and car riders;~~
- ~~2. Meals;~~
- ~~3. Halls, restrooms, and playgrounds;~~
- ~~4. Time before and after the school day;~~
- ~~5. Field trips and other school activities; and~~
- ~~6. Other as needed issues.~~

REFERENCE:

702 KAR 5:030

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EXPLANATION: KRS 620.030 REQUIRES TEACHERS, SCHOOL ADMINISTRATORS, OR OTHER SCHOOL PERSONNEL WHO KNOW OR HAVE REASONABLE CAUSE TO BELIEVE THAT A CHILD UNDER 18 IS DEPENDENT, ABUSED OR NEGLECTED, OR IS A VICTIM OF HUMAN TRAFFICKING TO REPORT IT TO LAW ENFORCEMENT.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.227 AP.1

Child Abuse/Neglect/Dependency

OBLIGATION TO REPORT

A school employee who knows or has reasonable cause to believe a child is dependent, abused, ~~or neglected~~, or is a victim of human trafficking shall report or cause a report of such suspected dependency, abuse or neglect to be made to an agency designated in KRS 620.030. In addition, the school employee shall inform the child guidance specialist or guidance counselor designated by the Principal of the suspected dependency, abuse or neglect and the name of the individual at the agency to whom the report was made.

REPORT

The school employee shall call or write the Lexington-Fayette Urban County Division of Police, Crimes Against Children Unit or Cabinet for Health & Family Services, Department for Social Services, Child Abuse Hotline (245-5258) or any other agency designated in KRS 620.030, and report the following:

1. Name, date of birth, and address of the child and the parents, guardians or persons exercising custodial control or supervision responsible for his care;
2. Nature and extent of alleged dependency, neglect or abuse (including any previous charges of dependency, neglect or abuse) to this child or his siblings, and other information judged to be helpful in describing the abuse; and
3. Name and address of the person allegedly responsible for the abuse or neglect.

REPORT LOG

The child guidance specialist or designated guidance counselor receiving such information shall log the name, date, type of abuse, and the name of the individual at the agency to whom the report was made. This log shall NOT be kept with the student's records, but shall be kept in the personal possession of the child guidance specialist or designated guidance counselor.

INVESTIGATION PROHIBITION

Responsibility for investigating reports of child abuse/neglect lies with the agencies designated by law. School personnel should not attempt to investigate the possibility of abuse or neglect beyond securing sufficient information to warrant a report.

IMMUNITY

School employees acting upon reasonable cause shall have immunity from any liability, civil or criminal, that otherwise might be incurred or imposed, both in reporting a suspected case of child abuse and immunity with respect to participation in any judicial proceeding resulting from such report or action.

FURTHER INFORMATION

Personnel shall contact the Director of Pupil Personnel and Guidance Services or the Coordinator of Guidance/Social Work Services for further information or clarification.

Middle/High School Athletic Booster Club Agreement

This Agreement is entered into by and between the Fayette County Board of Education (hereafter referred to as "Board") and an entity known as _____ (hereafter referred to as the "Booster Club"). Through this Agreement, the parties intend to set forth the Terms and Conditions under which the Booster Club may operate and associate with students, teachers, coaches and school administrators at _____ School.

TERMS AND CONDITIONS

1. The Booster Club acknowledges that the Board is responsible for the promotion of education and the general health and welfare of all students attending the Fayette County Public Schools. In addition, the Booster Club acknowledges that the Board has control and management of all school funds and all public school property in its district and may use its funds and property to promote public education (KRS 160.290). All such fees charged to students and/or parents related to students must have prior approval by the Board ~~and all funds related to these fees must be deposited into the school account not maintained by the Booster.~~
2. The Booster Club acknowledges that its activities may affect compliance with Title IX of the Educational Amendments of 1972 (Title 20, U.S.C. §§ 1681-1687, et seq.) by _____ School and the Board. Likewise, ~~the any athletic~~ Booster Club acknowledges that, as a condition of membership in the Kentucky High School Athletic Association, representatives of _____ School and the Board must verify that the school complies with Title IX (702 KAR 7:065, Section 2[13]). Accordingly, ~~the any~~ Booster Club agrees to provide all information requested by _____ School, the Board, or the Kentucky High School Athletic Association for purposes of determining Title IX compliance. ~~The All~~ All Booster Clubs further agree to refrain from engaging in any activity which, in the opinion of the Principal or athletic director of _____ School, District Athletic Director or the Superintendent of the Fayette County Public Schools, adversely affect the school's or the Board's ability to comply with Title IX.
3. The Booster Club shall, on or before September 15 of each year, designate a representative for purposes of communicating with and providing true and accurate information to the Board and _____ School.
4. Upon request of the Principal or athletic director of _____ School, District Athletic Director or upon request of the Superintendent of the Fayette County Public Schools, the Booster Club shall make available a full and complete list of its members.
5. In addition to complying with the requirements of Title 702 of the Kentucky Administrative Regulations, Chapter 3:130 (internal accounting), and all other relevant statutes and regulations, the Booster Club shall, upon the request of the Principal or athletic director of _____ School, or upon the request of the Superintendent or Board of the Fayette County Public Schools, provide a full and complete accounting of all moneys raised, as well as a full and complete accounting of all moneys expended. In addition, if requested to do so, the Booster Club shall also provide financial records, certified by the Booster Club president as true and accurate, concerning its activities.

STUDENTS

09.33 AP.2
(CONTINUED)

Middle/High School Athletic Booster Club Agreement

6. On or before September 15 of each year, the Booster Club shall advise the Principal and athletic director (if applicable) of _____ School of all fund raising activities planned for the upcoming year. To the extent the Booster Club seeks to engage in additional fund raising activities, it shall give at least _____ days notice of the intended activity.

7. The Principal and athletic director of _____ School and the ~~-,~~ District Athletic Director and Superintendent ~~and Board~~ of the Fayette County Public Schools expressly reserve the right to reject any fund raising activity for ~~athletic Booster Clubs for~~ any reason. ~~The Principal of _____ School and the Superintendent, or Superintendent designee, and Board of the Fayette County Public Schools expressly reserve the right to reject any fund raising activity for any other Booster Clubs for any reason.~~ The Booster Club agrees that it shall not engage in any fund raising activity which has not been approved or which has been rejected by the Principal or athletic director of _____ School or the Superintendent ~~or Superintendent designee or Board~~ of the Fayette County Public Schools.

8. By executing this document through its designated representative, all members, officers and representatives of the Booster Club agree to abide by the terms and conditions set forth below as well as those additional terms and conditions which may be required by the Board. The designated representative of the Booster Club represents and agrees that he/she will provide a copy of this Agreement to all members of the Booster Club.

** **

I hereby acknowledge that I am a representative of the _____ Booster Club and that I am authorized to act on its behalf. I further agree that this Booster Club and its members shall abide by the Terms and Conditions set forth above. I further agree to immediately report to the Principal and athletic director (if applicable) of _____ School and to the Superintendent of the Fayette County Public Schools any violation or breach of this agreement.

(Name of Booster Club)

BY: _____

TITLE: _____

STATE OF KENTUCKY
COUNTY OF FAYETTE

Subscribed and sworn to before me on this the ____ day of _____, 2009, by
_____.

NOTARY PUBLIC

My commission expires: _____

EXPLANATION: HB 253 CREATES A NEW SECTION OF KRS 620 WHICH WILL REQUIRE A SCHOOL TO PROVIDE THE CABINET ACCESS TO A CHILD SUBJECT TO AN INVESTIGATION WITHOUT PARENTAL CONSENT.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

DRAFT 5/9/17

STUDENTS

09.4361 AP.1

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Police Officers in the Schools

STATEMENT OF ACCORD

The relationship between the Fayette County Board of Education and the Lexington-Fayette Urban County Government, Division of Police, is reflected by their agreement of July 7, 1986, which is available for review in the Office of General Counsel to the Board.

LIAISON OFFICER(S)

The Liaison Officer(s) for the Division of Police/Department of Law Enforcement, Fayette County Public Schools, shall provide and maintain a consistent means of communication between the agencies, and assist school personnel with school-related problems occurring outside the jurisdiction of the Department of Law Enforcement. This position shall be staffed by law enforcement officers employed and compensated by the Lexington-Fayette Urban County Government, Division of Police. (For further information, see the Board-approved job description.)

RELATION OF SCHOOL TO CHILD

The Board does not have complete parental rights in connection with pupils at school. In certain areas, parental rights shall be recognized. When parents are suspected of criminal activity with relation to a pupil, officials of the school district shall endeavor to balance the rights of the parent, the child and society.

Therefore, any investigation during school hours involving school children whereby a member of the Division of Police wishes to contact a child at school shall be subject to applicable procedures.

QUESTIONING STUDENT WITNESSES/SUSPECTS

The police department shall contact the Principal, inform him/her of the necessity of questioning a student and provide a brief explanation of the circumstances. The assistance of the Principal shall be obtained in locating the student at school.

The Principal shall contact the parents of all students being questioned at school. The Principal may consider the student's age, maturity level, and case facts in determining whether contact with parents is made prior to or immediately after the questioning. An investigation may be jeopardized by contacting parents at an inappropriate time.

The Principal or designee shall be present during the questioning of the student and may participate therein to the extent deemed necessary to protect the interests of the child.

When a custody order or warrant has been issued for the apprehension of a student, juvenile or adult, the law enforcement officer shall take physical custody of said student and transport him/her to the appropriate facility, whether juvenile intake or adult detention center.

When the student taken in to custody is a juvenile, the law enforcement officer shall contact the student's parents. However, when the student arrested is an adult, the officer is not required to so notify the parents.

Police Officers in the Schools**QUESTIONING STUDENT WITNESSES/SUSPECTS (CONTINUED)**

In cases other than those involving suspected child abuse, the Principal or designee shall diligently attempt to notify the student's parents immediately, regardless of the student's age or whether the student was arrested or taken into custody.

INTERVIEWING POSSIBLE ABUSE VICTIMS

If a 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 parent and shall provide the cabinet access to a child subject to an investigation without parental consent.

The child abuse investigator shall contact the Principal and advise him of the need to interview a student. The investigator shall provide a brief explanation of the circumstances and the need for confidentiality, and obtain the assistance of the Principal in locating the student at school.

The interview team may consist of a law enforcement officer and/or a social worker from a local, city, or state agency.

The Principal or designee may be present during the interview, and may participate therein to the extent deemed necessary to protect the interest of the child. In certain cases, the Superintendent may waive this requirement.

In obtaining the necessary information for court testimony, interviewers shall provide a comfortable atmosphere for the student.

If the victim is deaf or mute, or is a special education student, an interpreter, special education teacher or other specialist may be utilized during the interview. The number of interviewers shall be limited due to the delicate nature of questioning a child abuse victim. The student may feel intimidated or become emotional and refuse to communicate with the interviewers, if an excessive number of people are present.

The Principal shall attempt to provide an office or room in the school which will be free from interference and conducive to a successful interview.

PROTECTIVE CUSTODY OR REMOVAL FROM SCHOOL

The investigating law enforcement officer may place the suspected child abuse victim in protective custody and remove him from school, if there are reasonable grounds to believe there exists an imminent danger to child's life or health. In some instances, the child abuse victim may be removed for the purpose of photographing the child's physical injuries, or, in cases of rape or sodomy, for having the child examined at a hospital.

NOTIFICATION OF PARENTS

When the Principal or designee concludes there are reasonable grounds to believe that the parent(s) may be guilty of child abuse and that parental notification at the improper time could be detrimental to the child, the Principal shall not notify the parents of the investigation or that their child has been placed in protective custody. In such circumstances, the law enforcement officer or the social worker shall have the responsibility of notifying the child's parents.

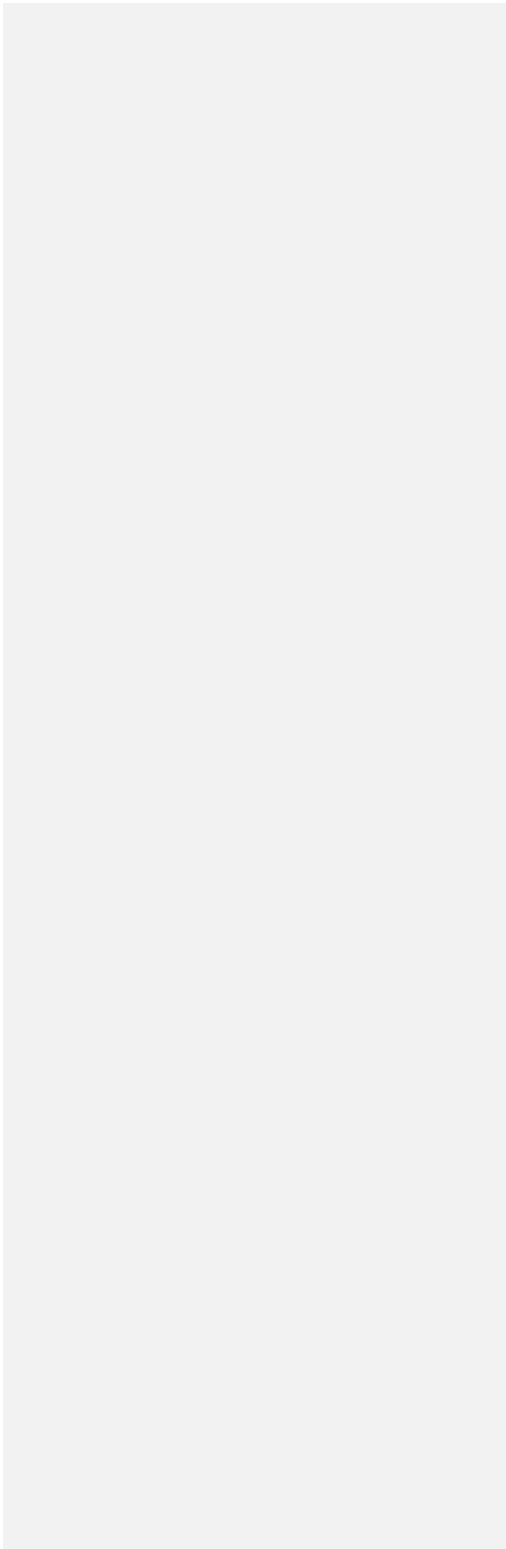
| STUDENTS

09.4361 AP.1
(CONTINUED)

Police Officers in the Schools

RELATED PROCEDURE:

09.4361 AP.21



EXPLANATION: HB 253 CREATES A NEW SECTION OF KRS 620 WHICH WILL REQUIRE A SCHOOL TO PROVIDE THE CABINET ACCESS TO A CHILD SUBJECT TO AN INVESTIGATION WITHOUT PARENTAL CONSENT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.4361 AP.21

Student Arrests and Reports of Violations

This form shall be kept in the designated office, and a duplicate copy shall be forwarded to IAKSS.

| | | | |
|--------------------------------|----------------------------|-------------------------------------|-----------------|
| Student's Name _____ | | | |
| _____ | _____ | _____ | _____ |
| <i>Last Name</i> | <i>First Name</i> | <i>Middle Initial</i> | |
| Student's Address _____ | | | |
| _____ | _____ | _____ | _____ |
| | <i>City</i> | <i>State</i> | <i>ZIP Code</i> |
| Student's Age _____ | Date of Birth _____ | Student's Phone Number _____ | |
| School _____ | Grade _____ | Teacher/Classroom _____ | |
| Date of Arrest _____ | | | |

LAW ENFORCEMENT AGENCY: (Check one)

☐ FCPS Law Enforcement

☐ Lexington/Fayette County Police

☐ Kentucky State Police

☐ Other: _____

ARRESTING OFFICER: _____

NATURE OF THE OFFENSE CHARGED: _____

ISSUING AUTHORITY OF ARREST WARRANT: _____

PLACE OF CUSTODY: _____

PARENTS NOTIFIED BY: _____ at: _____ on _____
Employee Time Date

NOTE: If a 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 parent and shall provide the cabinet access to a child subject to an investigation without parental consent.

PARENT/GUARDIAN NOTIFIED: _____

Principal/Designee's Signature

Date

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STUDENTS

09.4361 AP.21

(CONTINUED)

**FAYETTE COUNTY BOARD OF EDUCATION
REPORT OF A KRS CHAPTER 508 FELONY
(FOR INTERNAL ADMINISTRATIVE TRACKING PURPOSES ONLY)**

School and Board of Education employees should report violations by students committed against other students to the Principal of the alleged victim. If the violation rises to the level of felony under KRS Chapter 508, the Principal shall cause the matter to be investigated, contact the parents within 48 hours of the initial report and complete and send this form to the Director of Law Enforcement and the school Directors at 701 E. Main Street, Lexington, KY 40502.

STUDENT REPORTED FOR VIOLATION _____

Last Name First Name Middle Initial

BIRTHDATE _____ **AGE** _____ **SCHOOL** _____ **GRADE** _____

PARENT/GUARDIAN _____

Last Name First Name Middle Initial

PARENT/GUARDIAN ADDRESS _____

PARENT/GUARDIAN PHONE: WORK _____ **HOME** _____ **CELL** _____

GENERAL NATURE OF THE ALLEGED VIOLATION _____

CHECK SPECIFIC VIOLATION OF KRS CHAPTER 508: ☐ **1ST DEGREE STALKING**

☐ **1ST DEGREE ASSAULT**

☐ **2ND DEGREE ASSAULT**

☐ **1ST DEGREE TERRORISTIC THREATENING**

☐ **2ND DEGREE TERRORISTIC THREATENING**

☐ **1ST DEGREE CRIMINAL ABUSE**

☐ **2ND DEGREE CRIMINAL ABUSE**

☐ **1ST DEGREE WANTON ENDANGERMENT**

☐ **ASSAULT/UNDER EXTREME EMOTIONAL DISTURBANCE**

ALLEGED VICTIM _____

Last Name First Name Middle Initial

BIRTHDATE _____ **AGE** _____ **SCHOOL** _____ **GRADE** _____

PARENT/GUARDIAN _____

Last Name First Name Middle Initial

PARENT/GUARDIAN ADDRESS _____

PARENT/GUARDIAN PHONE: WORK _____ **HOME** _____ **CELL** _____

PARENT CONTACTED BY _____

Principal Date Time Method of Contact (email/phone/in person)

On the date below and by copy of this report, I reported the above incident to the Fayette County Board of Education:

☐ Fayette County Public Schools Director of Law Enforcement; and

☐ School Director (Superintendent designee) _____, who shall report it to the Board, if required by KRS 158.156.

Signature of Reporting Principal

Date

EXPLANATION: THE OFFICE OF CIVIL RIGHTS REQUIRES DISTRICTS TO HAVE A COMPLAINT PROCESS REGARDING WEBSITE ACCESSIBILITY. THIS NEW FORM MEETS THAT REQUIREMENT.
FINANCIAL IMPLICATIONS: PRINTING COSTS

DRAFT 6/21/17

COMMUNITY RELATIONS

10.5 AP.24

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Website Accessibility Complaint and Grievance Form

DATE OF COMPLAINT/GRIEVANCE: _____

COMPLAINANT NAME: _____
(Please Print)

ADDRESS: _____

EMAIL: _____

PHONE: _____

WEBSITE ADDRESS (OR LOCATION) OF ACCESSIBILITY PROBLEM: _____

DESCRIPTION OF THE PROBLEM ENCOUNTERED: _____

SOLUTION DESIRED: _____

SIGNATURE: _____

Thank you for bringing this matter to the District's attention. You may be contacted if more information is needed to process your complaint/grievance.

The complaint or grievance will be investigated by the Superintendent/designee. The complainant shall be contacted no later than five (5) working days following the date the District receives the information. The procedures to be followed are:

- An investigation of the complaint shall be completed within fifteen (15) working days. Extension of the time line may only be approved by the Superintendent.
- The investigator shall prepare a written report of the findings and conclusions within five (5) working days of the completion of the investigation.
- The investigator shall contact the complainant upon conclusion of the investigation to discuss the findings and conclusions and actions to be taken as a result of the investigation.

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A record of each complaint and grievance shall be maintained at the District office. The record shall include a copy of the complaint or grievance filed, report of findings from the investigation, and the disposition of the matter.

LEGAL: THE OFFICE OF CIVIL RIGHTS REQUIRES DISTRICT WEBSITES TO BE ACCESSIBLE TO THOSE WITH DISABILITIES.
FINANCIAL IMPLICATIONS: COST OF CONDUCTING WEBSITE AUDIT FOR COMPLIANCE AND PROGRAMMING COSTS

POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.1

Legal Status of the Board

CORPORATE POWERS

1. The school district is under the management and control of the Board of Education consisting of five (5) members.
2. The Board is a body politic and corporate with perpetual succession.
3. The Board shall be known as the “Board of Education of Fayette County, Kentucky.”
4. The Board may sue and be sued; make contracts; expend funds necessary for liability insurance premiums and for the defense of any civil action brought against an individual Board member in his official or individual capacity, or both, on account of an act made in the scope and course of his performance of legal duties as a Board member; purchase, receive, hold, and sell property; issue its bonds to build and construct improvements; and do all things necessary to accomplish the purposes for which it is created.¹

FEDERAL NOTICE OF NONDISCRIMINATION

As required by federal law, the District does not discriminate on the basis of race, color, national origin, sex, genetic information, disability, or age in its programs and activities and provides equal access to its facilities to the Boy Scouts and other designated youth groups.

In addition, the District does not discriminate on the basis of political affiliation, religion, sexual orientation or gender identity.

Notice of the name, work address and telephone number of the Title IX Coordinator and the Section 504 Coordinator for the District shall be provided to employees, applicants for employment, students, parents/guardians, and other beneficiaries such as participants in activities offered to the public.

WEBSITE ACCESSIBILITY

The District is committed to ensuring accessibility of its website for students, employees, visitors, and members of the community with disabilities. All pages on the District’s website shall conform to Level AA of the Web Content Accessibility Guidelines (WCAG) 2.0 developed by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI), or updated equivalents of these guidelines.

Under District developed administrative procedures, students, parents, and members of the public may present a complaint regarding a violation of the Americans with Disabilities Act (ADA), Section 504 related to the accessibility of any official District web presence which is developed by, maintained by, or offered through the District or third party vendors and open sources.

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POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.1
(CONTINUED)

Legal Status of the Board

REFERENCES:

¹KRS 160.160
KRS 160.370
Americans with Disabilities Act
Section 504 of the Rehabilitation Act of 1973
Title VI of the Civil Rights Act of 1964
42 U.S.C. 200e, Civil Rights Act of 1964, Title VII
20 U.S.C. 1681, Education Amendments of 1972, Title IX
Genetic Information Nondiscrimination Act of 2008
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)
Web Content Accessibility Guidelines

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RELATED POLICIES:

03.113; 03.212; 03.162; 03.262
05.3; 09.13; 09.3211; 09.42811
10.5

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LEGAL: HB 520 CREATES A NEW SECTION OF KRS 160 TO ALLOW CHARTER SCHOOLS IN KENTUCKY.
FINANCIAL IMPLICATIONS: POSSIBLE FUNDING GOING FROM LOCAL DISTRICT SCHOOLS TO CHARTER SCHOOLS

POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.11

General Powers and Duties of the Board

ESTABLISHMENT OF SCHOOLS

The Board has general control and management of the public schools in its district. The Board may establish schools and provide for courses and other services it deems necessary for the promotion of education and the general health and welfare of pupils, consistent with the administrative regulations of the Kentucky Board of Education.¹

CHARTER SCHOOLS

KRS 160.1590 provides for charter school authorization, application, evaluation of applications and contracts with a charter school Board of Directors. Pursuant to this statute and Kentucky Board of Education regulations, the Board may serve as an authorizer for charter schools in the District.

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REQUEST FOR WAIVERS AND EXEMPTIONS

When approved as a district of innovation by the Kentucky Board of Education, the District may be granted waivers and exemptions from selected Kentucky Administrative Regulations, Kentucky Revised Statutes, and, for a school of innovation, certain Board policies. A school may decide whether it voluntarily chooses to be designated as a school of innovation and, thus, be included in the District's application and plan. However, the Board may require a school identified as persistently low-achieving under KRS 160.346 to participate in the District's plan of innovation.¹¹

SCHOOL FUNDS AND PROPERTY

The Board has control and management of all school funds and public school property and may use its funds and property to promote public education.¹

ADMINISTRATION

The Board shall exercise generally all powers prescribed by law in the administration of the public school system, appoint the Superintendent of schools, create and abolish positions, establish job classifications, and fix the compensation of employees.¹

TEACHER CERTIFICATION

When the Board establishes positions, teacher certification shall be required only for those positions for which the Educational Professional Standards Board (EPSB) requires such certification.

MANAGEMENT

The Board may set goals for the District and shall make and adopt, and may amend or repeal policies for its meetings and proceedings for the management of the schools and school property of the district, for the transaction of its business and for the qualifications and duties of employees and the conduct of pupils.

SUBPOENA

The Board may, in any investigation or proceeding before it, concerning a matter that may be a proper subject of inquiry by it, summon witnesses by subpoena, enforce their attendance, and require that they testify under properly administered oath.²

General Powers and Duties of the Board**INSURANCE**

The Board may set aside funds to provide for liability and indemnity insurance against the negligence of the drivers or operators of school buses, other motor vehicles, and mobile equipment owned or operated by the Board.³ The Board may expend funds necessary for liability insurance premiums and for the defense of any civil action brought against an individual Board member in an official or individual capacity, or both, on account of an act made in the scope and course of the performance of legal duties as a Board member.⁴ The Board shall make available liability insurance coverage for the protection of all members of school councils from liability arising in the course of pursuing their duties as members of the councils.⁹

As long as they pay the full cost of premiums required, Board members may choose to participate in any group medical or dental insurance provided by the District for employees.¹⁰

FREE SUPPLIES

The Board may furnish necessary school supplies free of charge to indigent children in its school district, or to such other children as it deems advisable, under such rules and regulations as it may adopt.

The Superintendent shall recommend and the Board shall approve a process to waive fees for students who qualify for free and reduced priced lunches. All students who qualify shall be informed in writing of the fee waiver provisions. Mandatory waiver of fees for qualifying students shall be accomplished in compliance with applicable statutory and regulatory requirements.⁵

REPORTS

The Board shall, on forms prepared by the Commissioner of Education and approved by the Kentucky Board of Education, prepare and submit to the Kentucky Board of Education reports on all phases of its school service. It may prepare and publish for the information of the public a report on the progress of its schools.⁶

LEVY OF TAX RATES

As part of the budgetary process, the Board shall levy tax rates in compliance with statutory and regulatory requirements.⁷

POWER TO BORROW MONEY

The Board may borrow money on the credit of the Board and issue negotiable notes in anticipation of revenues from school taxes and state revenue for the fiscal year in which the money is borrowed, and may pledge the anticipated revenues for the payment of principal and interest on the loan.⁸

General Powers and Duties of the Board**CONTRACTS**

Any proposed contracts for more than \$20,000 shall be submitted to the Board for approval and shall be accompanied by figures showing the estimated cost of the project to the District. Subject to the Model Procurement Code (KRS Chapter 45), the Board may require bids for consulting services to be sought. The Superintendent or designee is authorized to approve contracts not exceeding \$20,000, provided there is an appropriate allocation in the Board-adopted budget.

The Board may contract for consulting services to provide specialized advice or assistance to the school system concerning educational, management, or administrative matters.⁴

Consultants who serve the District shall exercise no authority over District employees, but will act only as advisor in accordance with their contract.

APPLICATIONS FOR GRANTS

Schools, employees, and school-related groups who are applying for grants on behalf of the District or District schools shall send a copy of the completed application to the Superintendent/designee for approval or disapproval. Except as provided by law, such applications shall not be submitted until the Superintendent gives his/her approval.

REFERENCES:

¹KRS 160.290

²KRS 160.300

³KRS 160.310

⁴KRS 160.160

⁵KRS 160.330

⁶KRS 160.340

⁷KRS 160.470

⁸KRS 160.540

⁹KRS 160.345

¹⁰KRS 160.280

¹¹KRS 156.108; KRS 160.107; KRS 160.346; 701 KAR 5:140
KRS 116.200; KRS 156.072; KRS 156.160

KRS 160.1590; KRS 161.158; KRS 162.010; KRS 416.560

OAG 91-10; OAG 91-122; OAG 95-10; 702 KAR 3:220; 702 KAR 4:160

KRS Chapter 45

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RELATED POLICIES:

01.41; 01.5; 01.7

03.124; 03.224; 04.31; 04.92

LEGAL: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" INCLUDES AREAS THAT WILL NEED TO BE CONSIDERED WHEN A DISTRICT DEVELOPS ITS DISTRICT IMPROVEMENT PLAN.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: THE EVERY STUDENT SUCCEEDS ACT OF 2015 REQUIRES THAT BEGINNING IN 2018-2019, STATES AND DISTRICTS DEVELOP REPORT CARDS THAT INCLUDE TIMELY AND ESSENTIAL INFORMATION TO INFORM THE EDUCATIONAL IMPROVEMENT FOR ALL STUDENTS.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF PRINTING AND DISTRIBUTING REPORT CARDS

POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.111

District Improvement Planning

The Board shall develop plans on an ongoing basis that will provide direction for the District including a purpose and direction for continuous improvement that commits to high expectations for learning as well as shared values and beliefs about teaching and learning.

The Superintendent/Designee with input from all stakeholders shall develop, monitor and annually update a Comprehensive District Improvement Plan (CDIP) which shall include, but not be restricted to, an analysis of student achievement data, statements of the District's goals and objectives, and activities and strategies to meet the goals and objectives. The plan structure shall include the components set forth in 703 KAR 5:225, the Every Student Succeeds Act of 2015 (ESSA), and KRS 158.649.

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The Board shall annually approve the CDIP.

Additionally, the Board shall update a District Strategic Plan on a four (4)-year cycle and regularly monitor progress on the existing plan. As part of the strategic planning process, the District shall engage in a systematic, inclusive and comprehensive process to review, revise and communicate a system-wide purpose for student success.

As part of the CDIP planning process, the Board shall review District academic performance on national, state and local assessments for various groups of students in compliance with legal requirements.

The District shall maintain a copy of the CDIP permanently and, consistent with the District's planning cycle, post the current CDIP on the District's web site.

The CDIP shall serve as a resource for Board decision making.

DISTRICT REPORT CARDS

The District shall send a District report card to parents containing information about performance as outlined in KRS 158.6453 and 703 KAR 5:140, and information on electronic access to a summary of the results for the District shall be published in the newspaper with the largest circulation in the county.

In addition to the above requirements, beginning the 2018-2019 school year and annually thereafter, the District shall post the District report card on its website, as required by ESSA. District report cards shall be widely accessible to the public, in an understandable and uniform format, and when possible, written in a language that parents can understand.

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POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.111
(CONTINUED)

District Improvement Planning

REFERENCES:

KRS 156.500
~~KRS 158.6453~~; KRS 158.649
-KRS 160.290; ~~KRS 160.340~~; KRS 160.345
~~703 KAR 5:140~~; 703 KAR 5:225; 704 KAR 3:390
-P. L. 114-95, (Every Student Succeeds Act of 2015)

RELATED POLICIES:

02.44;~~02.441~~; 02.442;~~04.1~~; 09.21

LEGAL: HB 195 AMENDS MULTIPLE STATUTES TO CHANGE THE GENERAL EDUCATION DIPLOMA (GED) TO HIGH SCHOOL EQUIVALENCY DIPLOMA.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.2

Board Member Qualifications

ELIGIBILITY

To be eligible for membership on the Board, a person must meet the following qualifications:¹

1. Has attained the age of twenty-four (24) years;
2. Has been a citizen of Kentucky for at least three (3) consecutive years preceding his/her election;
3. Is a legally qualified voter of the district for which s/he is elected;²
4. Has completed at least the twelfth grade or has been issued a ~~h~~High ~~s~~School ~~e~~Equivalency ~~d~~Diploma ~~or has received a high school diploma through participation in the external diploma program;~~
5. Cannot hold a state office requiring the constitutional oath;
6. Is not a member of the General Assembly;
7. Cannot hold or discharge the duties of any civil or political office, deputyship, or agency under the city or county of his/her residence;
8. Has no interest, direct or indirect, in the sale to the Board of books, stationery or any other property, materials, supplies, equipment, or services for which school funds are expended;
9. Has never been removed from membership on a Board of Education for cause; and
10. Has no relative, as defined in KRS 160.180, employed by the District. This prohibition does not apply to a member holding office on July 13, 1990 who has a relative who was initially employed by the District before the member was elected to the Board.

A Board member shall be eligible for reelection unless s/he becomes disqualified.

REFERENCES:

¹KRS 160.180

²Moore v. Tiller, KY., 409 S.W. 2d 813 (1966)

OAG 88-35

LEGAL: SB 50 SETS NEW GUIDELINES FOR DEVELOPMENT OF THE SCHOOL CALENDAR INCLUDING SPECIFIC REQUIREMENTS FOR MEETINGS IN WHICH BOARDS HEAR DISCUSSION AND ADOPT SCHOOL CALENDARS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.42

Regular Meetings

ADOPTION OF ANNUAL MEETING SCHEDULE

The Board shall adopt a schedule of regular meetings for the school year, identifying the date, time, and place of each meeting. Rescheduled regular meetings shall be noticed and held as special meetings.^{1 & 4}

PUBLICITY

All meetings of the Board, and any committees or subcommittees thereof, shall be held at specified times and places which are convenient to the public. The schedule of regular meetings shall be made available to the public.²

Note: Additional notice requirements applicable to regular meetings held for purposes of adopting the school calendar are located in KRS 158.070 and are covered in Board Policy 08.3.

OPEN MEETINGS

All meetings of a quorum of the members of the Board at which any public business is discussed or at which any action is taken are to be public meetings, open to the public at all times, except as provided in KRS 61.810.³

VIDEO TELECONFERENCES

Under extraordinary circumstances, as determined by the Chair in consultation with the Superintendent, the Board may conduct its meeting by video teleconference. Notice of a video teleconference shall comply with the requirements of KRS 61.820. In addition, the notice shall clearly state that the meeting will be a video teleconference and precisely identify the locations involved, including the location, if any, that is primary.

The same procedures with regard to participation, distribution of materials and other matters shall apply in all video teleconference locations.

REFERENCES:

¹KRS 160.270

²KRS 61.820; OAG 78-274; OAG 78-614

³KRS 61.810

⁴92-OMD-1677; 04-OMD-056

KRS 158.070

KRS 61.826

RELATED POLICIES:

01.421; 01.43; 01.44; 08.3; 08.31

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RECOMMENDED: THIS CHANGE IS RECOMMENDED BECAUSE THERE IS NO STATUTORY MANDATE FOR A MEETING "AS EARLY AS IS PRACTICABLE" IN THE LAST YEAR OF THE SUPERINTENDENT'S CONTRACT, ALTHOUGH SUCH REMAINS GOOD PRACTICE. THE CHANGE ALLOWS FOR PERMISSIBLE VARIATIONS IN TIMING AS MAY BE COVERED IN SUPERINTENDENT CONTRACTS OR THE SUPERINTENDENT EVALUATION PROCESS.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

ADMINISTRATION

02.1311

Contract Renewal of Superintendent

REVIEW OF CONTRACT

As early as practical in the calendar year in which the Superintendent's contract expires, the Board ~~may~~^{will} meet to consider the performance and to consider whether to renew the Superintendent's contract. This provision shall not be interpreted as prohibiting the Board from reviewing the Superintendent's performance and considering the renewal of the Superintendent's contract at an earlier date as may be permitted by law.

The Board may grant an extension of the Superintendent's contract as permitted by law.

NEW CONTRACT

The Board may agree to enter into a new contract with the Superintendent at any time so long as the term of no Board member will expire in the interim between the making of a contract and its effective date.¹ The new contract cannot become effective until the expiration of the present contract.

REFERENCES:

¹KRS 160.350

OAG 78-274; 12-OMD-145

Board of Education of McCreary City v. Nevels, Ky App., 551 S.W.2d 15

LEGAL: SB 1 AMENDS KRS 158.6453 TO NO LONGER REQUIRE WRITING PORTFOLIOS AND KRS 160.345 TO PROVIDE THAT COUNCIL POLICY ON USE OF SPACE DURING THE SCHOOL DAY RELATES TO IMPROVING CLASSROOM TEACHING AND LEARNING. ALSO, CAMBRIDGE ADVANCED INTERNATIONAL HAS BEEN ADDED AS A POSSIBLE EXAMINATION OPPORTUNITY.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

ADMINISTRATION

02.4241

School Council Policies (SBDM)

PURPOSE

The council shall adopt policies, which shall provide an environment that enhances student achievement and help the school meet goals established by law and those established in School/District Improvement Plans.

COMPLIANCE WITH BOARD POLICY

In the development and application of school policies as permitted by statute, schools operating under SBDM shall comply with those policies that fall within the authority of the Board, including but not limited to those prohibiting discrimination based on age, race, sex, genetic information on personnel, color, religion, national origin, political affiliation, or disability. In addition, the District does not discriminate on the basis of sexual orientation or gender identity.

ADOPTION OF POLICY

Prior to implementation of a policy by the council, it shall be forwarded by the Principal to the Superintendent/designee for review. The areas for review are:

1. Compliance with policy that falls within the authority of the Board and the law;
2. Concerns for health and safety;
3. Concerns for liability;
4. Financial resources available;
5. Contractual obligations to personnel and other providers of goods and services; and
6. The authority delegated to the council by the Board within the statutes.

Comments shall be returned to the Principal within thirty (30) work days, unless an unforeseen circumstance delays the response. If an unforeseen circumstance arises, the Superintendent/designee shall advise the Principal in writing of the reasons for the delay and the date that the policy will be returned to the Principal.

The Principal shall discuss the policy at the next council meeting, in light of the comments shared. Any amendments made to the policies shall be sent to the Superintendent/designee in accordance with this policy. When there are no subsequent concerns, written notification shall be given to the Principal.

REQUIRED POLICY

The council shall establish school policy with equitable development and application. All school policies shall be designed to enhance student achievement and meet the goals of the Education Reform Act. The school council shall adopt policy to be implemented by the Principal in each of the following areas of responsibility, as required by KRS 160.345:

1. Determination of curriculum including needs assessment and curriculum development;

School Council Policies (SBDM)**REQUIRED POLICY (CONTINUED)**

- Such policies shall determine the writing program for the school, ~~including use of writing portfolios~~ consistent with KRS 158.6453, to be submitted to the Kentucky Department of Education for review and comment
2. Assignment of all instructional and non-instructional staff time;
 3. Assignment of students to classes and programs within the school;
 - Placement of students from the household of an active duty service member or civilian military employee transferring into the District before or during the school year shall be based initially on enrollment in courses offered at the sending school and/or educational assessments conducted at that school. Course placement includes, but is not limited to, Honors, International Baccalaureate, Advanced Placement, Cambridge Advanced International, vocational, technical, and career pathways courses. Initial placement does not preclude the District/school from performing subsequent evaluations to ensure appropriate placement and continued enrollment of students in the course(s).
 - Each secondary school-based decision making council shall establish a policy on the recruitment and assignment of students to ~~a~~Advanced ~~p~~Placement (AP), International Baccalaureate (IB), Cambridge Advanced International, dual enrollment (college courses), and dual credit (college) courses that recognizes that all students have the right to participate in a rigorous and academically challenging curriculum.
 4. Determination of the schedule of the school day and week, subject to the beginning and ending times of the school day and school calendar and transportation requirements established by the Board;
 5. Determination of the use of school space during the school day related to improving classroom teaching and learning;
 6. Planning and resolution of issues regarding instructional practices;
 7. Selection and implementation of discipline and classroom management techniques as a part of a comprehensive school safety plan, including responsibilities of the student, parent, teacher, counselor and Principal;
 8. Selection of extracurricular programs and determination of policies relating to student participation based on academic qualifications and attendance requirements, program evaluation and supervision;

In selecting extracurricular activities, councils shall consider student safety, liability exposure for the District and potential program costs. A checklist will be provided for the council's use in considering these factors. Following council determination, the checklist shall be forwarded to the Superintendent's designee as directed.
 9. Adoption of a school emergency plan and implementation of safety practices required by KRS 158.162;
 10. Procedures, consistent with local Board policy, for determining alignment with state standards, technology utilization, and program appraisal;

School Council Policies (SBDM)**REQUIRED POLICY (CONTINUED)**

11. Procedures to assist the council with consultation in the selection of personnel by the Principal, including but not limited to meetings, timelines, interviews, review of written applications, and review of references. Procedures shall address situations in which members of the council are not available for consultation.
12. Schools with K-5 organization, or any configuration thereof, shall develop and implement, in compliance with requirements of federal and state law and board policy, a wellness policy that includes moderate to vigorous physical activity each day, encourages healthy choices among students, and incorporates an assessment tool to determine each child's level of physical activity on an annual basis. The policy may permit physical activity to be considered part of the instructional day, not to exceed thirty (30) minutes per day, or one hundred and fifty (150) minutes per week. (In the absence of a council, the Principal of the school shall develop and implement the required wellness policy.)

The Superintendent/designee shall provide assistance in identifying strategies and options to promote daily moderate to vigorous physical activity for students, which may include those that increase strength and flexibility, speed heart rate and breathing and stress activities such as stretching, walking, running, jumping rope, dancing, and competitive endeavors that involve all students.

As an alternative to adopting separate policies, school councils may adopt Board policy or standards established by the Board as council policy in the above areas, or they may delegate responsibility for developing a policy to the Principal.

BOARD RECOMMENDED POLICIES

- In order to enhance the learning environment and school climate, the Board recommends each council develop a multicultural education policy to be implemented by the Principal through the SBDM/School Improvement Council.
- The Board recommends each council also develop a parent/family/community involvement policy/process that demonstrates the school's role in:
 1. Establishing an environment open and friendly to parents, families, and community members;
 2. Increasing parent/family/community participation;
 3. Improving two-way communication between school and home and school and community;
 4. Assuring minority participation; and
 5. Developing parent/family/community outreach programs.
- In addition, the Board recommends that councils adopt grading policies that require reports be sent home regularly. The Board also encourages specific written explanations/descriptions of student performance beyond computer-generated statements. As appropriate, descriptions should reflect progress on learning goals articulated in the student's Individual Learning Plans.

The Principal shall report to the Superintendent/designee the council's schedule for issuing grade reports and a copy of the related council policy.

School Council Policies (SBDM)**WAIVER OF STATE REGULATIONS**

School councils who decide to request a waiver of state regulations and/or reporting requirements established by a Kentucky Revised Statute requiring paperwork to be submitted to the Kentucky Board of Education or the Department of Education shall submit the supporting information to the Superintendent as required by law. The Superintendent shall then forward the request to the Kentucky Board of Education.

SCHOOLS OF INNOVATION

In a designated school of innovation participating in a district of innovation application and plan, the council may request a waiver from KRS 160.345 or specific provisions within that statute by conducting a vote as set out in KRS 160.107.

The school council shall be responsible for conducting a vote to determine if the school shall be an applicant as a school of innovation in the District's application for district of innovation status and to approve the school's plan of innovation before it is submitted to the District. The vote shall be taken by secret ballot among eligible employees as defined in KRS 160.107. At least seventy percent (70%) of those casting votes in the affirmative shall be required before the school requests to be included in the District's plan and to approve the school's plan of innovation.

REFERENCES:

KRS 156.072; KRS 156.160; KRS 156.730; KRS 156.735
KRS 158.197; KRS 158.645; KRS 158.6451; KRS 158.6453
KRS 158.162
KRS 160.345; KRS 160.348
KRS 156.108; KRS 160.107; 701 KAR 5:140
OAG 93-55; OAG 94-29; OAG 97-15; 702 KAR 7:140; 704 KAR 3:510
Board of Educ. of Boone County v. Bushee, Ky., 889 S.W. 2d 809 (1994)
U. S. Dept. of Agriculture's *Dietary Guidelines for Americans*

RELATED POLICIES:

01.11; 02.422; 02.4231; 03.112; 08.221

LEGAL: SB 1 AMENDS KRS 160.345 TO NO LONGER GIVE THE SUPERINTENDENT AUTHORITY TO APPOINT THE PRINCIPAL IN SCHOOLS BELOW THE ASSISTANCE LINE.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: SB 1 PROVIDES AN ALTERNATIVE PRINCIPAL SELECTION PROCESS THAT MAY BE USED BY THE SCHOOL COUNCIL.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

ADMINISTRATION

02.4244

School Personnel

PRINCIPAL SELECTION

When a vacancy exists in the position of school Principal, the outgoing Principal shall not serve on the council during the Principal selection process. A vacancy is created in the position of Principal by the resignation, removal, transfer, retirement or death of the current Principal. The Superintendent, after consulting with the council, shall appoint an administrator to fill any vacancy in the position of Principal, who shall serve as interim Principal. The vacancy shall be permanently filled by the council as soon as possible.

The Superintendent/designee shall serve as the Chair of the council for the purpose of the hiring process and shall have voting rights during the selection process. The council shall have access to the applications of all persons certified for the position. The Principal shall be elected on a majority vote of the membership of the council.

No Principal who has been previously removed from a position in the District for cause may be considered for appointment as Principal.

~~When a Principal vacancy occurs and the school has an index score in the lowest one-third (1/3) of all schools below the assistance line and a completed scholastic audit finds a lack of effectiveness of the Principal and the council, the Superintendent shall appoint a Principal after consulting with the council.~~

The council shall undergo training, with a trainer of its choice, in recruitment and interviewing techniques prior to carrying out the process of selecting a new Principal. The Superintendent shall develop a process to offer training and support if councils so choose to participate. The Board encourages the council to follow one (1) or more of the following practices when arranging for this training:

1. Selection of a trainer approved by the Kentucky Association of School Councils (KASC);
2. Selection of a trainer certified by the Kentucky Department of Education (KDE); and/or
3. Requiring the trainer selected to emphasize recruiting and interviewing techniques that reflect model standards developed by KASC.

ALTERNATIVE PRINCIPAL SELECTION PROCESS

The following Principal selection process may be used by the school council:

Prior to a meeting called to select a Principal, all school council members shall receive informational materials regarding Kentucky Open Records and Open Meetings laws and sign a nondisclosure agreement forbidding the sharing of information shared and discussions held in the closed session:

1. The Superintendent shall convene the school council and move into closed session as provided in KRS 61.810(1)(f) to confidentially recommend a candidate;
2. The council shall have the option to interview the recommended candidate while in closed session; and

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School Personnel**ALTERNATIVE PRINCIPAL SELECTION PROCESS (CONTINUED)**

3. After any discussion, at the conclusion of the closed session, the council shall decide, in a public meeting by majority vote of the membership of the council, whether to accept or reject the recommended Principal candidate.

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If the recommended candidate is selected, and the recommended candidate accepts the offer, the name of the candidate shall be made public during the next meeting in open session.¹

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If the recommended candidate is not accepted by the school council under the Alternative Principal Selection Process, then the Principal Selection process above applies.¹

If the recommended candidate is not accepted by the school council, the confidentially recommended candidate's name and the discussions of the closed session shall remain confidential under KRS 61.810(1)(f), and any documents used or generated during the closed meeting shall not be subject to an open records request as provided in KRS 61.878(1)(i) and (j).

A school council member who is found to have disclosed confidential information regarding the proceeding of the closed session shall be subject to removal from the school council by the Kentucky Board of Education.

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Discretionary authority exercised by a school council pursuant to the statutory alternative Principal selection process shall not violate provisions of any employer-employee bargained contract existing between the District and its employees.

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OTHER VACANCIES

When the position to be filled in the school is other than that of Principal, the Principal, after consultation with the council in accordance with procedures established by the council, shall fill the position from a list of qualified applicants provided by the Superintendent. The Superintendent shall provide additional applicants to the Principal upon request when qualified applicants are available. All positions shall be filled by the Principal after expiration of the notice of vacancy.

The Superintendent may forward to the council names of qualified applicants who have certification pending from the Education Professional Standards Board pursuant to state law. Applicants subsequently employed shall provide evidence they are certified prior to assuming the duties of their position.

If the applicant is the spouse of the Superintendent and meets the requirements of KRS 160.380, s/he shall only be employed upon the recommendation of the Principal and the approval of a majority vote of the school council.

PROHIBITIONS

The council has no authority to recommend transfers or dismissals. The council must have Board approval to create new positions.

APPLICABLE LAWS

All hiring shall be in accordance with federal and state laws and regulations. Board policies, including the Affirmative Action Plan, shall be followed. Candidates shall not be discriminated against because of age, race, color, national origin, political affiliation, religion, sex, genetic information, or disability. In addition, the District does not discriminate on the basis of sexual orientation or gender identity.

ADMINISTRATION

02.4244
(CONTINUED)

School Personnel

REFERENCES:

¹KRS 160.345
KRS 160.380
OAG 92-131, OAG 92-78, OAG 91-149
OAG 95-10, OAG 96-38

RELATED POLICIES:

02.4241, 03.11, 03.21

LEGAL: BEGINNING IN 2018-2019, THE EVERY STUDENT SUCCEEDS ACT OF 2015 REQUIRES THAT STATES AND DISTRICTS DEVELOP REPORT CARDS THAT INCLUDE TIMELY AND ESSENTIAL INFORMATION TO INFORM THE EDUCATIONAL IMPROVEMENT FOR ALL STUDENTS.
FINANCIAL IMPLICATIONS: POSSIBLE COST OF PRINTING AND DISTRIBUTING REPORT CARDS

ADMINISTRATION

02.442

Comprehensive School Improvement Plan

COMPREHENSIVE SCHOOL IMPROVEMENT PLAN (CSIP)

Schools shall focus their improvement efforts through the collaborative development of a Comprehensive School Improvement Plan (CSIP) involving all stakeholders to review, revise and communicate a purpose for student success, establish and address priority needs, plan for the usage of District funds and develop action plans to close achievement gaps between various student groups. This plan shall describe the specific goals and activities that build capacity for high-quality planning to address targeted needs to achieve the goals established by the state-mandated accountability system.

The primary purposes of the CSIP shall be:

- To improve student achievement on state and federal mandated testing/accountability instruments; and
- To eliminate achievement gaps among various student groups.

RESPONSIBILITY

Each school council, shall develop, monitor, and annually update a Comprehensive School Improvement Plan (CSIP).

Timelines should be reviewed in light of new accountability system.

- By October 1st, the school-based decision making council, with the involvement of parents, faculty, and staff shall set the school's annual targets for eliminating any achievement gap and submit them to the Superintendent/designee for consideration.
The Superintendent/Designee and the School-Based Decision Making Council shall agree on the annual targets before they are submitted to the Board for adoption.
- School Principals shall convene a public meeting at their schools to share and discuss their school's plans to eliminate identified achievement gaps.

FORM

Unless the school planning committee requests and is granted a waiver by the Board, the school committee shall use any improvement plan format that has been established and approved by the Board. In addition, the school council shall review annually the school's disaggregated student data and revise the school's improvement plan, as required by applicable statute and regulation, to address any achievement gaps between various student groups.

PLAN INCLUDES

The CSIP structure shall include the components set out in 703 KAR 5:225, Every Student Succeeds Act of 2015 (ESSA), and the elements required by KRS 158.649.

- The Comprehensive School Improvement Plan (CSIP) shall include, at a minimum, a mission, vision, and belief statement, objectives, a needs assessment, an action plan to achieve the objectives, and a method of evaluating the accomplishment of the plan. In addition, the school council, shall review disaggregated student data and revise the CSIP, as required by applicable statute and regulation, to address any achievement gaps between various groups of students.

Comprehensive School Improvement Plan**PLAN INCLUDES (CONTINUED)**

- The plan shall focus on student success and a purpose and direction for continuous improvement that commits to high expectations for learning as well as shared values and beliefs about teaching and learning for all students.
- The school plan shall define specific goals and strategic actions to be implemented the following school year to achieve the established accountability goals.
- The plan shall include the reduction of physical and mental health barriers to learning, student equity, and needs identified by the schools, school safety and student discipline assessments.
- The plan shall include, but not limited to, an Equity component and a Parent Involvement component.

The CSIP shall serve as a resource for school/council decision-making and shall be posted to the school's web site.

The CSIP will be submitted to the Kentucky Department of Education no later than ninety (90) days after the public release of state assessment data.

PUBLIC REVIEW

The Principal shall convene a public meeting at the school to present and discuss the plan prior to submitting it to the Superintendent and Board.

SCHOOL REPORT CARDS

Each school shall send to parents a school report card containing information about school performance as outlined in KRS 158.6453 and 703 KAR 5:140, and information on electronic access to a summary of the results for the District shall be published in the newspaper with the largest circulation in the county.

In addition to the above requirements, beginning the 2018-2019 school year and annually thereafter, each school shall post its school report card on its website as required by ESSA. School report cards shall be widely accessible to the public, in an understandable and uniform format, and when possible, written in a language that parents can understand.

BOARD REVIEW

The school's plan for eliminating achievement gaps among various groups of students shall be presented to the Board annually for its review and comment. The Board may share its comments, in writing, with the council.

REFERENCES:

KRS 158.645; KRS 158.6451; [KRS 158.6453](#); KRS 158.649
KRS 160.290; KRS 160.345
[703 KAR 5:140](#); 703 KAR 5:225
[P. L. 114-95 \(Every Student Succeeds Act of 2015\)](#)

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RELATED POLICIES:

01.111; 02.432; 02.44

LEGAL: FEDERAL REGULATION 45 C.F.R. § 1302.90 REQUIRES DISTRICTS WITH HEAD START PROGRAMS TO HAVE THE RESULTS OF A CRIMINAL RECORDS CHECK FOR HEAD START EMPLOYEES ON FILE. FEDERAL AUDITORS MAY ASK TO SEE DISTRICT POLICY ADDRESSING THIS REQUIREMENT.

FINANCIAL IMPLICATIONS: COSTS OF RUNNING ADDITIONAL BACKGROUND CHECKS

LEGAL: THE EVERY STUDENT SUCCEEDS ACT PROHIBITS EMPLOYERS FROM PROVIDING ANYTHING MORE THAN ADMINISTRATIVE AND PERSONNEL FILES FOR SCHOOL EMPLOYEES, CONTRACTORS, OR AGENTS THAT THEY KNOW OR HAVE PROBABLE CAUSE TO BELIEVE HAVE ENGAGED IN SEXUAL MISCONDUCT WITH A MINOR OR STUDENT.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: SB 236 AMENDS KRS 160.380 TO REQUIRE APPLICANTS TO PROVIDE A LETTER FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THAT THERE ARE NO FINDINGS OF SUBSTANTIATED CHILD ABUSE OR NEGLECT ON RECORD. THIS BECOMES EFFECTIVE ON JULY 1, 2018.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 269 AMENDS KRS 160.380 TO PERMIT A RELATIVE TO BE HIRED AS A SUBSTITUTE FOR A CERTIFIED OR CLASSIFIED EMPLOYEE IF THE RELATIVE MEETS SPECIFIC GUIDELINES.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.11

- CERTIFIED PERSONNEL -

Hiring

SUPERINTENDENT'S RESPONSIBILITIES

When a vacancy occurs, the Superintendent shall notify the Chief State School Officer thirty (30) days before the position is to be filled.

When a vacancy needs to be filled in less than thirty (30) days to prevent disruption of necessary instructional or support services of the school district, the Superintendent may seek a waiver of the thirty (30) 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.

Hiring**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
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 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 AS A CONDITION OF EMPLOYMENT".¹

Beginning July 1, 2018, individual applicants shall provide a letter from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record. In addition, each application or renewal form provided to 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 HAVE A LETTER PROVIDED BY THE INDIVIDUAL, FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THE EMPLOYEE IS CLEAR TO HIRE BASED ON NO 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 AS A CONDITION OF EMPLOYMENT."

As permitted by KRS 160.380, 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. Conditional employment shall terminate on receipt of a criminal history background check documenting a conviction for a felony sex crime or as a violent offender.

Additionally, beginning July 1, 2018, employment shall also be contingent on receipt of a letter from the Cabinet provided by the individual documenting that the individual does not have a substantiated finding of child abuse or neglect in records maintained by the Cabinet.

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

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Hiring**HIRING OF RETIRED PERSONNEL**

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

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.

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Hiring**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.

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\(g\)](#)

34 C.F.R. 200.55-200.56; [45 C.F.R. § 1302.90](#)

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 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

LEGAL: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" REQUIRES PARENTS TO BE INFORMED WHEN THEIR CHILD HAS BEEN ASSIGNED OR TAUGHT FOR FOUR (4) OR MORE CONSECUTIVE WEEKS BY A TEACHER NOT CERTIFIED IN THAT GRADE LEVEL AND SUBJECT AREA.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.112

- CERTIFIED PERSONNEL -

Certification and Records

CERTIFICATION

The Board shall set certification requirements for teachers of all grades/courses, including elective courses, in compliance with applicable legal requirements.

All persons appointed to positions requiring Kentucky certification shall present to the Superintendent a copy of the required certificate prior to assuming the duties of the position.

It shall be the responsibility of the employee to see that the required certification is on file in the Superintendent's Office and is kept current at all times.

NOTICE TO PARENTS OF TEACHER'S QUALIFICATIONS/CERTIFICATION

If the school receives Title I funds, the District shall notify parents of students attending the school annually that they may request the District to provide information regarding the professional qualifications of their child's classroom teachers. In complying with such requests, the District shall provide the information designated by federal law.

Schools receiving Title I funds shall notify parents when their child has been assigned to, or has been taught for four (4) or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

CERTIFICATION FOR TEACHING ELECTIVE COURSES

The Principal/designee shall forward to the Superintendent the course description for proposed new or revised elective courses, with a proposal for certification requirements for teachers of the course. The Superintendent shall present this information, along with a recommendation for certification requirements, to the Board for its approval.

In determining certification requirements for elective courses, the Board shall observe the following standards:

1. A teacher's preparation program should align with the basic structure of the elective course.
2. Teachers of interdisciplinary electives should be certified in at least one (1) of the disciplines included in the course.

REFERENCES:

KRS 160.350; KRS 161.020; KRS 161.048
KRS 161.730; KRS 161.740; KRS 161.750
KRS 161.760; KRS 161.780; KRS 161.790
KRS 161.800; KRS 161.810
16 KAR 1:030; 702 KAR 3:320
34 C.F.R. 200.61
P. L. 114-95, (Every Student Succeeds Act of 2015)

PERSONNEL

03.112
(CONTINUED)

Certification and Records

RELATED POLICIES:

02.4241; 03.11; 03.5

LEGAL: CHANGES TO 702 KAR 7:065 ADD A REQUIREMENT THAT COACHES AT THE MIDDLE SCHOOL LEVEL OBTAIN AND MAINTAIN CPR CERTIFICATION AND PROVIDE DOCUMENTATION TO SCHOOL.

FINANCIAL IMPLICATIONS: COST OF TRAINING AND CERTIFICATION

PERSONNEL

03.1161

- CERTIFIED PERSONNEL -

Paraprofessionals in Athletics

TRAINING

Any middle or high school coach (head or assistant, paid or unpaid) shall successfully complete all training required by the District, the Kentucky Board of Education, the Kentucky High School Athletic Association, and state law and regulation. This shall include safety and first aid training and providing the school documentation of successful completion of a C.P.R. course that includes the use of an automatic defibrillator and first aid training, conducted by an instructor or program approved by a college or university, the American Red Cross, American Heart Association, or other bona fide accrediting agency. Initial certification shall use in-person instruction with certification updated as required by the approving agency.²

Nonfaculty coaches and nonfaculty assistants shall complete District training that includes information on the physical and emotional development of students of the age with which they will be working, the District's and school's discipline policies, procedures for dealing with discipline problems, and safety and first aid training. Follow-up training shall be provided annually.¹

EMPLOYMENT

The Superintendent shall give preference to the hiring or assignment of certified personnel over nonteaching personnel for high school coaching positions. When unable to staff fully the high school athletic program with qualified personnel, the Superintendent may employ paraprofessionals in accordance with state law and regulations and by-laws of the Kentucky High School Athletic Association.

REFERENCES:

¹KRS 161.185

²~~702 KAR 7:065~~

Kentucky High School Athletic Association (KHSAA)

KRS 156.070; KRS 160.445

KRS 161.044; KRS 161.180; ~~KRS 161.185~~

RELATED POLICIES:

~~03.2141~~; 09.221; 09.311

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LEGAL: HB 378 AMENDS KRS 337.070 TO REQUIRE PAPER OR ELECTRONIC STATEMENTS BE GIVEN TO EMPLOYEES. IN ADDITION, IF STATEMENTS ARE PROVIDED ELECTRONICALLY THEN EMPLOYEES MUST BE GIVEN ACCESS TO A COMPUTER AND PRINTER TO REVIEW AND PRINT SAID STATEMENTS.

FINANCIAL IMPLICATIONS: PRINTING COSTS FOR STATEMENTS

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.

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 hazardous duty supplements. As provided under law, teachers who attain certification from the National Board for Professional Teaching Standards shall be given an annual salary supplement of \$2000 for the life of the certificate.

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 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.

Salaries**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.

LIST OF SALARIES

The Board shall maintain for public scrutiny a factual list of individual salaries of its employees for the fiscal year just closed. The Division of Budget and Staffing shall furnish that list electronically or by mail to a newspaper qualified under KRS 424.120 to publish advertisements for the District.

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; KRS 424.220
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

RELATED POLICIES:

03.114; 03.1211; 03.4

LEGAL: ENACTMENT OF SB 6 (2017) PROHIBITS THE AUTOMATIC WITHHOLDING OR DEDUCTION FROM PAYROLL FOR DUES OR FEES FOR EMPLOYEE ORGANIZATIONS, ASSOCIATIONS, OR UNIONS WITHOUT PRIOR WRITTEN CONSENT FROM THE EMPLOYEE. SUCH WITHHOLDINGS CANNOT BE MADE BASED SIMPLY ON AN EMPLOYEE'S FAILURE TO "OPT OUT." AN AFFIRMATIVE WRITTEN AUTHORIZATION IS REQUIRED. SB 6 PROVIDES THAT EXISTING CONTRACTS WITH EMPLOYEE ORGANIZATIONS/EMPLOYEES RELATING TO WITHHOLDINGS CAN CONTINUE TO BE HONORED. GIVEN THAT THIS NEW LAW TOOK EFFECT IN JANUARY OF 2017, IT IS UNLIKELY THAT ANY EXCEPTION FOR EXISTING CONTRACTS WILL APPLY GOING FORWARD (2017-18 YEAR AND BEYOND). YOU SHOULD CONSULT SCHOOL DISTRICT COUNSEL IF YOU HAVE QUESTIONS REGARDING ANY SUCH EXISTING CONTRACTS.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.1211

- CERTIFIED PERSONNEL -

Salary Deductions

MANDATORY DEDUCTIONS

1. Mandatory payroll deductions made by the Board include:
2. State and federal income taxes;
3. Occupational taxes, when applicable;
4. The Teachers' Retirement System of the State of Kentucky;
5. Any deductions required as a result of judicial process, e.g., salary attachments, etc.; and
6. Medicare (FICA) - applicable to personnel newly hired after 3/31/86.

OPTIONAL DEDUCTIONS

Pursuant to the provisions of KRS 161.158, the following optional payroll deductions are authorized by the Board for those employees who choose to participate:

1. Board approved Tax Sheltered Annuity program, including the Kentucky Deferred Compensation Program under IRS Code 457;
2. Other state approved deferred compensation plan;
3. The Health and Education Federal Credit Union;
4. United Way of the Bluegrass and Fayette Education Foundation;
5. State-designated Flexible Spending Account (FSA) and Health Reimbursement Account (HRA) plans;
6. Board approved dental, disability and term life group insurance plans specified under the Board approved Cafeteria Plan of Employee Benefits. (See Policy 03.1213.)
7. Board-approved voluntary benefits (i.e., AAA);
8. Membership dues for professional teachers' organizations which have at least one-hundred (100) eligible members, as verified by a membership list. Such deductions may include a life insurance plan and an income protection plan associated therewith, but excluding teachers' organizations devoted to a particular discipline or disciplines, e.g., organizations for mathematics teachers, English teachers, etc. (For purposes of this policy, a professional teacher organization is one in which all teachers are eligible for membership.)

Salary Deductions**OPTIONAL DEDUCTIONS (CONTINUED)**

9. Membership dues in professional administrators' or supervisors' organizations which have at least one-hundred (100) eligible members, as verified by a membership list. Such deductions may include a life insurance plan and an income protection plan associated therewith, but excluding administrators' or supervisors' organizations devoted to a particular discipline or disciplines, e.g., organizations for school business officials, personnel officers, etc. (For purposes of this policy, a professional administrators' or supervisors' organization is defined as a professional organization in which all administrators and supervisors are eligible for membership.)

The above limitations as to groups specified in subsections (8) and (9) above are designed to permit the Board to maintain a practicable control over the number of payroll deductions.

[Deductions for membership dues of an employee organization, association, or union shall only be made upon the express written consent of the employee. This consent may be revoked by the employee at any time by written notice to the employer.](#)

No other payroll deductions shall be made unless authorized by the Board.

CHANGES IN DEDUCTIONS

Designated payroll deductions shall remain in effect for the scheduled deduction period until a change or cancellation notice is received in the payroll office. Upon receipt of such notice, the payroll officer will put into effect such changes on the next appropriate scheduled payday, unless contrary to state or federal regulations.

REFERENCES:

KRS 160.291; KRS 161.158

[KRS 336.134](#)

702 KAR 1:035; OAG 72-802

RELATED POLICY:

03.1213

LEGAL: HB 309 CREATES NEW SECTIONS OF KRS 209A THAT REQUIRE REPORTING ACTS OF DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE TO A LAW ENFORCEMENT OFFICER UPON THE REQUEST OF THE VICTIM. IN ADDITION, IF IT IS THE BELIEF OF THE PROFESSIONAL THAT THE DEATH OF A VICTIM WITH WHOM THEY HAVE HAD A PROFESSIONAL INTERACTION IS RELATED TO DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE, THAT MUST BE REPORTED. THIS NEW LANGUAGE ALSO REQUIRES EDUCATIONAL MATERIAL BE PROVIDED IF THERE IS REASONABLE CAUSE TO BELIEVE THAT A VICTIM WITH WHOM THEY HAVE HAD A PROFESSIONAL INTERACTION IS RELATED TO DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF PRINTING MATERIALS

PERSONNEL

03.13253

- CERTIFIED PERSONNEL –

Domestic/Dating Violence Reporting and Education

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.

School personnel shall report to a law enforcement officer when s/he has a belief that the death of a victim with whom s/he has had a professional interaction is related to domestic violence and abuse or dating violence and abuse.

These reporting requirements covering domestic violence and abuse or dating violence and abuse do not relieve school personnel of the duty to report any known or suspected abuse, neglect, or dependency of a child pursuant to KRS 620.030. This separate reporting requirement covers abuse, neglect or dependency of a child committed or caused by a parent, guardian, other person exercising control or supervision, or a person in a position of authority or special trust.

If individual school personnel has reasonable cause to believe that a victim with whom s/he has had a professional interaction has experienced domestic violence and abuse or dating violence and abuse, s/he shall provide educational materials to the victim relating to such form(s) of abuse and including information on access to regional domestic violence programs or rape crisis centers and how to access protective orders. These materials shall be made available to school personnel in print form or on the web by the primary domestic violence, shelter, and advocacy service provider designated by the Cabinet for Health and Family Services to serve the school District's area.

REFERENCES:

KRS 209A:020; KRS 209A.100; KRS 209A.110
KRS 209A.130; KRS 209.160; KRS 211.160
KRS 403.720; KRS 456.010; KRS 620.030

RELATED POLICIES:

09.14; 09.2211; 09.227; 09.425

LEGAL: SB 1 AMENDS KRS 156.557 TO REQUIRE DISTRICTS TO DEVELOP A PERSONNEL EVALUATION SYSTEM FOR CERTIFIED EMPLOYEES ALIGNED WITH KENTUCKY BOARD OF EDUCATION REGULATION AND THE STATEWIDE FRAMEWORK FOR TEACHING. IN ADDITION, SUMMATIVE EVALUATIONS MUST BE DONE ON A SET CYCLE.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.18

-CERTIFIED PERSONNEL-

Evaluation

DEVELOPMENT OF SYSTEM

An evaluation committee shall develop and recommend for approval by the Board and the Kentucky Department of Education a ~~personnel~~ evaluation system for all certified employees below the level of District Superintendent. The evaluation system shall be in compliance with and shall be implemented consistent with applicable statute and regulation.¹

PURPOSE

The purpose of the ~~professional growth and effectiveness~~ personnel evaluation system shall be to: support and improve performance of all certified school personnel and to inform individual personnel decisions.

~~The District may submit an alternative effectiveness evaluation system to the Kentucky Board of Education for approval.~~

FREQUENCY OF SUMMATIVE EVALUATIONS

At a minimum, summative evaluations shall occur annually for each teacher or other professional who has not attained continuing service status. Summative evaluations shall occur at least once every three (3) years for a teacher or other professional who has attained continuing service status, as well as principals, assistant principals, and other certified administrators.

REPORTING

Results of evaluations shall not be included in the accountability system under KRS 158.6455.

~~The District shall report to KDE the percentage of principals, assistant principals and teachers in each overall performance category and the percentage of tenured teachers on each professional growth plan level.~~

NOTIFICATION

The evaluation criteria and evaluation process to be used shall be explained to and discussed with certified school personnel no later than the end of the evaluatee's first thirty (30) calendar days of the school year as provided in regulation.

CONFIDENTIALITY

Evaluation data on individual classroom teachers shall not be disclosed under the Kentucky Open Records Act.

REVIEW

All employees shall be given a copy of their evaluations. All written evaluations shall be discussed with the evaluatee, and he/she shall have the opportunity to submit a written response to be included in the certified employee's personnel record. Both the evaluator and evaluatee shall sign and date the evaluation instrument.

A copy of all current employees' summative evaluations shall be maintained by the employee's immediate supervisor and shall be a part of the official personnel record.² Copies of formative evaluations shall be kept on file by the evaluator for a period of five (5) years.

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Evaluation**APPEAL PANEL**

The District shall establish a panel to hear appeals from summative evaluations as required by law.¹

ELECTION

The certified employees shall elect twelve (12) members to serve on the Certified Evaluation Appeals Panel. Two (2) members and two (2) alternates elected by the elementary school certified staff of the District; two (2) members and two (2) alternates elected by the middle school certified staff of the District; and two (2) members and two (2) alternates elected by the high school certified staff of the District. Alternates are to serve in the event an elected member cannot serve. The Board shall appoint one (1) certified employee and one (1) alternate certified employee to the panel.

TERMS

All terms of panel members and alternates shall be for two (2) years and run from January 1 to December 31. Members may be reappointed or reelected for one (1) additional term.

CHAIRPERSON

The chairperson of the panel shall be the certified employee appointed by the Board.

APPEAL TO PANEL

Any certified employee who believes that he or she was not fairly evaluated on the summative evaluation may appeal to the panel within five (5) working days of the receipt of the summative evaluation.

The certified employee may review any evaluation material related to him/her. Both the evaluator and the evaluatee shall be given the opportunity to review documents to be given to the hearing committee no later than five (5) working days prior to the date of the hearing and may have representation of their choosing, at their own expense.

APPEAL FORM

The appeal shall be signed and in writing on a form developed by the District evaluation committee. The form shall state that evaluation records may be presented to and reviewed by the panel.

CONFLICTS OF INTEREST

No panel member shall serve on any appeal panel considering an appeal for which s/he was the evaluator.

Whenever a panel member or a panel member's immediate family appeals to the panel, the member shall not serve for that appeal. Immediate family shall include father, mother, brother, sister, spouse, son, daughter, uncle, aunt, nephew, niece, grandparent, and corresponding in-laws.

A panel member shall not hear an appeal filed by his/her immediate supervisor.

BURDEN OF PROOF

The certified employee appealing to the panel has the burden of proof. The evaluator may respond to any statements made by the employee and may present written records which support the summative evaluation.

Evaluation**HEARING**

The panel shall hold a hearing. The evaluation committee shall develop necessary procedures for conducting the hearing.

PANEL FINDINGS

The panel shall deliver its decision to the Superintendent, who shall take whatever action is appropriate or necessary as permitted by law. The panel's written decision shall be issued within fifteen (15) working days from the date of the hearing. No extension of that deadline shall be granted without written approval of the Superintendent.

The Superintendent shall receive the panel's findings and shall take such action as permitted by law as appropriate or necessary. The employee shall have the right to have the panel findings attached to his/her evaluation instrument.

REVISIONS

The Superintendent shall submit proposed revisions to the evaluation plan to the Board for its review to ensure compliance with applicable statute and regulation. Upon adoption, all revisions to the plan shall be submitted to the Kentucky Department of Education for approval.

REFERENCES:

¹KRS 156.557; 704 KAR 3:370
703 KAR 5:225
OAG 92-135, Thompson v. Board of Educ., Ky., 838 S.W.2d 390 (1992)

RELATED POLICIES:

²03.15
02.14-~~33~~ 03.16

LEGAL: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" REQUIRES HIGH QUALITY, PERSONALIZED AND EVIDENCE BASED PROFESSIONAL DEVELOPMENT.
FINANCIAL IMPLICATIONS: COST OF PROVIDING TRAINING

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.

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.

PERSONNEL

03.19
(CONTINUED)

Professional Development

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

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LEGAL: FEDERAL REGULATION 45 C.F.R. § 1302.90 REQUIRES DISTRICTS WITH HEAD START PROGRAMS TO HAVE THE RESULTS OF A CRIMINAL RECORDS CHECK FOR HEAD START EMPLOYEES ON FILE. FEDERAL AUDITORS MAY ASK TO SEE DISTRICT POLICY ADDRESSING THIS REQUIREMENT.

FINANCIAL IMPLICATIONS: COSTS OF RUNNING ADDITIONAL BACKGROUND CHECKS

LEGAL: THE EVERY STUDENT SUCCEEDS ACT PROHIBITS EMPLOYERS FROM PROVIDING ANYTHING MORE THAN ADMINISTRATIVE AND PERSONNEL FILES FOR SCHOOL EMPLOYEES, CONTRACTORS, OR AGENTS THAT THEY KNOW OR HAVE PROBABLE CAUSE TO BELIEVE HAVE ENGAGED IN SEXUAL MISCONDUCT WITH A MINOR OR STUDENT.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 195 AMENDS MULTIPLE KRS TO CHANGE THE GENERAL EDUCATION DIPLOMA (GED) TO HIGH SCHOOL EQUIVALENCY DIPLOMA.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: SB 236 AMENDS KRS 160.380 TO REQUIRE APPLICANTS TO PROVIDE A LETTER FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THAT THERE ARE NO FINDINGS OF SUBSTANTIATED CHILD ABUSE OR NEGLECT ON RECORD. THIS BECOMES EFFECTIVE ON JULY 1, 2018.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 269 AMENDS KRS 160.380 TO PERMIT A RELATIVE TO BE HIRED AS A SUBSTITUTE FOR A CERTIFIED OR CLASSIFIED EMPLOYEE IF THE RELATIVE MEETS SPECIFIC GUIDELINES.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

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

Each application or renewal form provided applicants for a classified position shall conspicuously state the following: "FOR THIS TYPE OF EMPLOYMENT, STATE LAW REQUIRES A STATE CRIMINAL HISTORY BACKGROUND CHECK AS A CONDITION OF EMPLOYMENT. UNDER CERTAIN CIRCUMSTANCES, IF AN APPLICANT HAS BEEN A RESIDENT OF KENTUCKY TWELVE (12) MONTHS OR LESS, A NATIONAL CRIMINAL HISTORY BACKGROUND CHECK MAY BE REQUIRED AS A CONDITION OF EMPLOYMENT".¹

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

Beginning July 1, 2018, individual applicants shall provide a letter from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record. In addition, each application or renewal form provided to 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 HAVE A LETTER, PROVIDED BY THE INDIVIDUAL, FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THE EMPLOYEE IS CLEAR TO HIRE BASED ON NO 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 AS A CONDITION OF EMPLOYMENT."

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As permitted by KRS 160.380, 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. Conditional employment shall terminate on receipt of a criminal history background check documenting a record of such convictions.

Additionally, beginning July 1, 2018, employment shall also be contingent on receipt of a letter from the Cabinet provided by the individual documenting that the individual does not have a substantiated finding of child abuse or neglect in records maintained by the Cabinet.

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

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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 ~~GED certificate~~ 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

Hiring**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.

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 unless the relative was initially employed by the District prior to the tenure of the Board member and the member was seated on the Board prior to July 13, 1990.

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 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.

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Hiring**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.

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. 200.58-200.59; [45 C.F.R. § 1302.90](#)

KRS 17.160; KRS 17.165

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

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: CHANGES TO 702 KAR 7:065 ADD A REQUIREMENT THAT COACHES AT THE MIDDLE SCHOOL LEVEL OBTAIN AND MAINTAIN CPR CERTIFICATION AND PROVIDE DOCUMENTATION TO SCHOOL.

FINANCIAL IMPLICATIONS: COST OF TRAINING AND CERTIFICATION

PERSONNEL

03.2141

- CLASSIFIED PERSONNEL -

Paraprofessionals in Athletics Nonteaching Coaches and Assistant Coaches

Any middle or high school coach (head or assistant, paid or unpaid) shall successfully complete all training required by the District, the Kentucky Board of Education, the Kentucky High School Athletic Association, and state law and regulation. This shall include safety and first aid training and providing the school documentation of successful completion of a C.P.R. course that includes the use of an automatic defibrillator and first aid training, conducted by an instructor or program approved by a college or university, the American Red Cross, American Heart Association, or other bona fide accrediting agency. Initial certification shall use in-person instruction with certification updated as required by the approving agency.²

Nonfaculty coaches and nonfaculty assistants shall complete District training that includes information on the physical and emotional development of students of the age with which they will be working, the District's and school's discipline policies, procedures for dealing with discipline problems, and safety and first aid training. Follow-up training shall be provided annually.¹

EMPLOYMENT

The Superintendent shall give preference to the hiring or assignment of certified personnel over nonteaching personnel for high school coaching positions. When unable to staff fully the athletic program in any sport or sport activity with qualified personnel, the Superintendent may employ paraprofessionals in accordance with state law, regulation and by-laws of the Kentucky High School Athletic Association.

REFERENCES:

¹KRS 161.185

²702 KAR 7:065

Kentucky High School Athletic Association (KHSAA)

KRS 156.070; KRS 160.445

KRS 161.180; ~~KRS 161.185~~

RELATED POLICIES:

03.1161

09.221

09.311

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LEGAL: HB 378 AMENDS KRS 337.070 TO REQUIRE PAPER OR ELECTRONIC STATEMENTS BE GIVEN TO EMPLOYEES. IN ADDITION, IF STATEMENTS ARE PROVIDED ELECTRONICALLY THEN EMPLOYEES MUST BE GIVEN ACCESS TO A COMPUTER AND PRINTER TO REVIEW AND PRINT SAID STATEMENTS.

FINANCIAL IMPLICATIONS: PRINTING COSTS FOR STATEMENTS

PERSONNEL

03.221

- CLASSIFIED PERSONNEL -

Salaries

HOURLY OR SALARY BASIS

All regular and substitute classified personnel shall be paid on an hourly or salary basis. All personnel shall be paid in accordance with the Board-approved payment schedule. The approval of the Board shall be required for the establishment of all separate payment schedules.

WORK DAY/WORK WEEK

The length of the work day shall be established for each position by the Board. The work week for hourly (non-exempt) employees shall not exceed forty (40) hours per week, unless overtime is authorized as provided by this policy.

REQUIRED DOCUMENTS

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

LIST OF SALARIES

The Board shall maintain for public scrutiny a factual list of individual salaries of its employees for the fiscal year just closed. The Division of Budget and Staffing shall furnish that list electronically or by mail to a newspaper qualified under KRS 424.120 to publish advertisements for the District.

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.

PAYROLL DEDUCTION

The Board shall approve all payroll deductions as specified by KRS 161.158 and Board policy 03.2211.

OVERTIME

Overtime work shall be approved in advance by the Superintendent or designee. Hourly employees required to work in excess of forty (40) hours per week will be paid at the rate of 1½ times the regular rate for all hours beyond 40 as provided by the Fair Labor Standards Act for overtime work.

PERSONNEL

03.221
(CONTINUED)

Salaries

REFERENCES:

KRS 78.615; KRS 160.291; KRS 161.011
KRS 337.070; KRS 337.285; KRS 424.120; KRS 424.220
702 KAR 3:320; 803 KAR 1:060; 803 KAR 1:070
Fair Labor Standards Act;
Garcia v. San Antonio Metropolitan Transit Authority, 105 S.Ct. 1005 (1985)

RELATED POLICY:

03.2211

LEGAL: ENACTMENT OF SB 6 (2017) PROHIBITS THE AUTOMATIC WITHHOLDING OR DEDUCTION FROM PAYROLL FOR DUES OR FEES FOR EMPLOYEE ORGANIZATIONS, ASSOCIATIONS, OR UNIONS WITHOUT PRIOR WRITTEN CONSENT FROM THE EMPLOYEE. SUCH WITHHOLDINGS CANNOT BE MADE BASED SIMPLY ON AN EMPLOYEE'S FAILURE TO "OPT OUT." AN AFFIRMATIVE WRITTEN AUTHORIZATION IS REQUIRED. SB 6 PROVIDES THAT EXISTING CONTRACTS WITH EMPLOYEE ORGANIZATIONS/EMPLOYEES RELATING TO WITHHOLDINGS CAN CONTINUE TO BE HONORED. GIVEN THAT THIS NEW LAW TOOK EFFECT IN JANUARY OF 2017, IT IS UNLIKELY THAT ANY EXCEPTION FOR EXISTING CONTRACTS WILL APPLY GOING FORWARD (2017-18 YEAR AND BEYOND). YOU SHOULD CONSULT SCHOOL DISTRICT COUNSEL IF YOU HAVE QUESTIONS REGARDING ANY SUCH EXISTING CONTRACTS.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.2211

- CLASSIFIED PERSONNEL -

Salary Deductions

MANDATORY DEDUCTIONS

Mandatory payroll deductions made by the Board include:

1. State and federal income taxes;
2. Occupational taxes, when applicable;
3. Social security, when applicable;
4. County Employees' Retirement System of the State of Kentucky, when applicable;
5. Any deductions required as a result of judicial process, e.g., salary attachments, etc.;
6. Medicare (FICA), when applicable.

OPTIONAL DEDUCTIONS

Pursuant to the provisions of KRS 161.158, the following optional payroll deductions are authorized by the Board for those employees who choose to participate:

1. Board approved Tax Sheltered Annuity program, including the Kentucky Deferred Compensation Program under IRS Code 457;
2. Other state approved deferred compensation plan;
3. The Health and Education Federal Credit Union;
4. United Way of the Bluegrass and Fayette County Education Foundation;
5. State-designated Flexible Spending Account (FSA) and Health Reimbursement Account (HRA) plans;
6. Board approved dental, disability and term life group insurance plans specified under the Board approved Cafeteria Plan of Employee Benefits. (See Policy 03.2212.)
7. Membership dues for professional employee organizations that have at least one hundred (100) eligible members, as verified by a membership list;
8. Board-approved voluntary benefits (i.e., AAA).

Deductions for membership dues of an employee organization, association, or union shall only be made upon the express written consent of the employee. This consent may be revoked by the employee at any time by written notice to the employer.

No other payroll deductions shall be made unless authorized by the Board.

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PERSONNEL

03.2211
(CONTINUED)

Salary Deductions

CHANGES IN DEDUCTIONS

Designated payroll deductions shall remain in effect for the scheduled deduction period until a change or cancellation notice is received in the payroll office. Upon receipt of such notice, the payroll officer will put into effect such changes on the next appropriate scheduled payday, unless contrary to state or federal regulations.

REFERENCES:

KRS 78.610; KRS 161.158

[KRS 336.134](#)

702 KAR 1:035; OAG 72-802

RELATED POLICY:

03.2213

LEGAL: HB 309 CREATES NEW SECTIONS OF KRS 209A THAT REQUIRE REPORTING ACTS OF DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE TO A LAW ENFORCEMENT OFFICER UPON THE REQUEST OF THE VICTIM. IN ADDITION, IF IT IS THE BELIEF OF THE PROFESSIONAL THAT THE DEATH OF A VICTIM WITH WHOM THEY HAVE HAD A PROFESSIONAL INTERACTION IS RELATED TO DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE, THAT MUST BE REPORTED. THIS NEW LANGUAGE ALSO REQUIRES EDUCATIONAL MATERIAL BE PROVIDED IF THERE IS REASONABLE CAUSE TO BELIEVE THAT A VICTIM WITH WHOM THEY HAVE HAD A PROFESSIONAL INTERACTION IS RELATED TO DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF PRINTING MATERIALS

PERSONNEL

03.23253

- CLASSIFIED PERSONNEL -

Domestic/Dating Violence Reporting and Education

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.

School personnel shall report to a law enforcement officer when s/he has a belief that the death of a victim with whom s/he has had a professional interaction is related to domestic violence and abuse or dating violence and abuse.

These reporting requirements covering domestic violence and abuse or dating violence and abuse do not relieve school personnel of the duty to report any known or suspected abuse, neglect, or dependency of a child pursuant to KRS 620.030. This separate reporting requirement covers abuse, neglect or dependency of a child committed or caused by a parent, guardian, other person exercising control or supervision, or a person in a position of authority or special trust.

If a professional as defined in KRS 209A.020, has reasonable cause to believe that a victim with whom s/he has had a professional interaction has experienced domestic violence and abuse or dating violence and abuse, they shall provide the victim with educational materials related to domestic violence and abuse or dating violence and abuse. Those materials shall include information about how s/he may access regional domestic violence programs under KRS 209.160 or rape crisis centers under KRS 211.600 and information about how to access protective orders.

REFERENCES:

KRS 209A.020; KRS 209.160; KRS 209A100
KRS 209A.110; KRS 209A.130; KRS 211.160
KRS 403.720; KRS 456.010; KRS 620.030

RELATED POLICIES:

09.14; 09.2211; 09.425

LEGAL: 2 C.F.R. § 200.430 REQUIRES DISTRICTS TO FOLLOW UNIFORM GRANT GUIDANCE FOR TRACKING PERSONNEL EXPENSES PAID FOR BY FEDERAL FUNDS. AUDITORS MAY ASK FOR A POLICY STATING SUCH. THIS NEW POLICY COMPORTS WITH THAT REGULATION.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

FISCAL MANAGEMENT

04.92

Uniform Guidance

Federal funds received by the District are to be administered and federally funded personnel expenses documented¹ in accordance with applicable Uniform Grant Guidance requirements.¹

REFERENCES:

¹2 C.F.R 200.430(i)
2 C.F.R. Part 200

RELATED POLICIES:

01.11
08.1345

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LEGAL: FEDERAL REGULATION 45 C.F.R. § 1310.10 REQUIRES THAT SCHOOL DISTRICTS PROVIDE CHILD SAFETY RESTRAINT SYSTEMS FOR PRESCHOOL HEAD START STUDENTS USING DISTRICT TRANSPORTATION.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF CHILD SAFETY RESTRAINT SYSTEMS

TRANSPORTATION

06.2

Safety

DEVELOPMENT OF PROGRAM

The Superintendent shall develop a transportation safety program as required by applicable law and administrative regulation. Appropriate safety information shall be disseminated annually in writing to employees, parents and pupils of the school district.

BOOSTER SEATS

When students who are under eight (8) years old and between forty (40) and fifty-seven (57) inches in height are transported in District-owned or leased vehicles designed for nine (9) or fewer passengers, they shall be properly secured in a child booster seat. Per KRS 189.125, a child of any age who is greater than fifty-seven (57) inches in height is not required to be secured in a booster seat.

Child Safety Restraint Systems shall be utilized for preschool Head Start students being transported using District vehicles in compliance with guidelines established by the National Highway Traffic Safety Administration.

REFERENCES:

KRS 158.110

KRS 189.125

702 KAR 5:030

702 KAR 5:060

702 KAR 5:080

45 C.F.R. § 1310.10

RELATED POLICY:

06.12

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LEGAL: AS PART OF ASSURING COMPLIANCE, FOOD SERVICE AUDITORS MAY ASK TO SEE THE DISTRICT'S COLLECTION AND PARENT NOTIFICATION POLICY.

FINANCIAL IMPLICATIONS: COST OF PRINTING NOTICES

LEGAL: THIS IS TO CLARIFY THAT PER 7 C.F.R. 15B.25, PARENTS MUST BE NOTIFIED HOW TO REQUEST SPECIAL DIETARY SERVICES FOR THEIR CHILD AND HOW TO ARRANGE FOR A HEARING TO RESOLVE GRIEVANCES RELATED TO REQUESTS FOR MODIFICATIONS BASED ON A DISABILITY.

FINANCIAL IMPLICATIONS: COST OF PRINTING NOTICES

SUPPORT SERVICES

07.1

Food/School Nutrition Services

The Board shall provide a school nutrition program in compliance with applicable state and federal statutes and regulations. It is the intent of the Board that school nutrition services be a self-supporting program.

BREAKFAST AND LUNCH

Cafeterias shall serve complete hot or cold meals as defined by federal regulations.

MEAL CHARGES

All parents shall be provided the written meal charge policy at the beginning of each school year or upon enrollment in the District for students transferring in mid-year. In addition, parents shall be advised of the available payment systems and meal prices.

The written meal charge policy shall be distributed to all school level staff including school nutrition employees involved in policy enforcement.

When a student accumulates more than three (3) meal charges, the Superintendent/ designee shall initiate the established collection process to include notification of parents and appropriate follow-up. If parents have not contacted the Cafeteria Manager or submitted the amount indicated within ten (10) working days from the date of the final notice, the debt will be considered delinquent and may be directed to the Board Attorney.

Food Service funds ~~shall not~~ may be used to collect ~~outstanding delinquent~~ meal charges.

Students shall not be permitted to charge a la carte items, nor shall adults be permitted to charge meals or a la carte items.

FOOD SERVICE/SCHOOL NUTRITION PROGRAM DIRECTOR

The District (or food service area to which the District belongs) shall appoint/select a Food Service/School Nutrition Program Director that meets the requirements of Kentucky administrative regulations to oversee and manage the school nutrition service program. All Food Service/School Nutrition Program Directors shall meet minimum educational requirements and annual training requirements in accordance with federal and state law.

ANNUAL REPORT/PUBLIC FORUM

Immediately following the release of the annual school nutrition report, the Board shall discuss the findings and seek public comment during a publicly advertised Board meeting.

By January 31 of each year, the Board shall hold an advertised public forum to present a plan to improve student wellness, to include both school nutrition and student physical activity levels in the District.

The District shall compile a summary of findings and recommendations and submit the summary to the Kentucky Board of Education.

Food/School Nutrition Services**DISCRIMINATION COMPLAINTS**

The District does not discriminate on the basis of race, color, national origin, sex, genetic information, age, or disability in its school nutrition program. In addition, the District does not discriminate on the basis of political affiliation, religion, sexual orientation or gender identity.

District personnel shall assist parents/guardians and students wishing to file a complaint.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.

SPECIAL DIETARY NEEDS

Students whose dietary needs qualify them for an adaptation under law shall be provided accommodations in keeping with local procedures.

[All parents shall be provided notice of how to request meal accommodations and how to submit a grievance related to a request for modifications based on a disability, at the beginning of each school year or upon enrollment in the District for students transferring in mid-year.](#)

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REFERENCES:

KRS 156.160
KRS 158.852; KRS 158.856; KRS 160.290
702 KAR 6:010; 702 KAR 6:050
702 KAR 6:075; 702 KAR 6:090
[7 C.F.R. part 15b](#); 7 C.F.R. §210.23; 7 C.F.R. §210.319; FNS Instruction 113
Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act
[P.L. 111-296](#)

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RELATED POLICY:

07.16

LEGAL: 702 KAR 6:090 HAS BEEN REVISED SO THAT THE STATE NUTRITIONAL REQUIREMENTS FOR COMPETITIVE FOODS NOW ALIGN WITH THOSE OF THE FEDERAL REGULATION 7 C.F.R. 210.11. FINANCIAL IMPLICATIONS: NONE ANTICIPATED

SUPPORT SERVICES

07.12

Vending Machines

REQUEST

Vending machines will be installed in the school only at the request of the Principal and subject to approval by the Board.

BIDDING

The Board may bid the installation of vending machines, using specifications established by the Superintendent/designee.

STUDENT USE

Vending machine use by students shall be in compliance with current federal and state regulations.

At the elementary school and middle school levels during the school day, only school-day-approved beverages shall be sold in vending machines, e.g. (water, one hundred percent [100%] fruit/vegetable juice, low-fat milk, (unflavored), non-fat milk (unflavored or flavored) as permitted by the school meal requirements.

For students at the high school level, only school-day-approved beverages may be sold in vending machines during the school day, e.g. (water, one hundred percent [100%] fruit/vegetable juice, low-fat milk (unflavored), non-fat milk (unflavored or flavored), as permitted by the school meal requirements.

In addition to the beverages listed above, other beverages as allowed in 7 C.F.R. Parts 210 and 220, ~~and state law and regulation, (whichever is more restrictive)~~ may be available in vending machines at the high school level.

Size of beverages shall not exceed eight (8) ounces for elementary schools, twelve (12) ounces for middle schools and twenty (20) ounces for high schools.

SALES

Any sales from vending machines shall be in compliance with applicable state and federal law and regulation. Specifically, competitive foods or beverages shall not be sold from midnight before until thirty (30) minutes after the last school lunch period of the school day. From thirty (30) minutes after the last lunch period closes until thirty (30) minutes after the school day, food and beverages sold must conform with nutritional standards specified in state and federal regulations.

REFERENCES:

KRS 156.160; KRS 158.854; KRS 160.290
7 C.F.R. 210.11b; 7 C.F.R. 220
702 KAR 6:090

RELATED POLICY:

07.111

LEGAL: SB 17 COVERS STUDENT EXPRESSION OF RELIGIOUS OR POLITICAL VIEWS IN ASSIGNMENTS WHILE MAINTAINING SCHOOL OVERSIGHT OF CURRICULUM.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.11

Course of Study

DEVELOPMENT

The Superintendent shall be responsible for the development and dissemination to the schools a course of study for primary school through twelfth grade that will include minimum statutory and regulatory requirements¹ and additional requirements as specified by the Board.

ASSESSMENT OF STUDENT WORK / NONDISCRIMINATION

Consistent with District policies addressing assessment of student progress and grading as well as council and school policies relating to the determination of curriculum and assignments, instructional staff are expected to issue grades or assessments of student assignments, including in the classroom, based on responsiveness to the assigned task(s), accuracy, and quality of work, utilizing sound pedagogical judgment and providing modifications for students with disabilities as required by law, free from discrimination or penalty based on constitutionally protected expressions of religious or political views in otherwise responsive student submissions.

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IMPLEMENTATION

Each teacher shall implement the course of study prescribed for the assigned grade and subject area.²

SBDM SCHOOLS

In schools operating under SBDM, the council shall determine curriculum for the school in accordance with the Kentucky Academic Standards.

STUDENT ACHIEVEMENT DATA

The Principal/designee shall make pertinent student achievement data available to each teacher and, in keeping with policies set by the council, monitor and lead the process of reviewing and updating curriculum, instruction and assessment in response to such data.

REFERENCES:

¹704 KAR 3:303; 704 KAR 3:305

²KRS 161.170; KRS 158.100

KRS 156.160; **KRS 158.183**

KRS 158.645; KRS 158.6451

KRS 160.345

702 KAR 7:125; 703 KAR 4:060

LEGAL: SB 159 CREATES A NEW SECTION OF KRS 158 TO REQUIRE STUDENTS TO PASS A 100 QUESTION CIVICS TEST DRAWN FROM THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES TEST TO BECOME A CITIZEN.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF TESTING

LEGAL: HB 522 CREATED A NEW SECTION OF KRS 158 TO ALLOW STATE AGENCY CHILDREN WHO ARE AT LEAST SEVENTEEN (17) TO SEEK A HIGH SCHOOL EQUIVALENCY DIPLOMA.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.113

Graduation Requirements

In support of student development goals set out in KRS 158.6451 and the Kentucky Academic Expectations, students must complete a minimum of twenty-two (22) credits, including demonstrated performance-based competency in technology, and all other state and local requirements in order to graduate from high school in the District.

Beginning July 1, 2018, students wishing to receive a regular diploma must pass a civics test made up of one hundred (100) questions selected from the civics test administered to persons seeking to become naturalized citizens and prepared or approved by the Board. A minimum score of sixty percent (60%) is required to pass the test and students may take the test as many times as needed to pass. Students that have passed a similar test within the previous five (5) years shall be exempt from this civics test. This shall be subject to the requirements and accommodations of a student's individualized education program or a Section 504 Plan.

Students shall complete an individual learning plan that focuses on career exploration and related postsecondary education and training needs.

Students that do not meet the college readiness benchmarks for English and language arts and/or mathematics shall take a transitional course or intervention before exiting high school.

The high school student handbook shall include complete details concerning specific graduation requirements.

In keeping with statutory requirements, the District shall accept for credit toward graduation and completion of high school course requirements an advanced placement or a high school equivalent course taken by a student in grades 5, 6, 7, or 8 if that student attains performance levels expected of high school students in the District as determined by achieving a score of "3" or higher on a College Board Advanced Placement examination or a grade of "B" or better in a high school equivalent.²

PERFORMANCE-BASED CREDITS

The District shall accept performance-based credits toward graduation in addition to Carnegie units. It is the responsibility of each high school SBDM Council (with IAKSS staff support) to develop performance descriptors and assessments for proposed performance-based courses. (For schools/programs without SBDM Councils the Superintendent or designee shall assume this responsibility.) The Director of High Schools, or designee, shall develop and implement a process for District review of SBDM Council-approved performance-based course descriptors, and the Board will only accept performance-based credits for courses approved by both the high school SBDM Council and Director of High Schools.

Graduation Requirements**PERFORMANCE-BASED CREDITS (CONTINUED)**

The District's standards-based, performance-based credit system shall comply with requirements of Kentucky Administrative Regulation. Procedures for the developing and amending the system shall address the following:

1. Conditions under which high school credit will be granted under the system that allow students to demonstrate proficiency and earn credit for learning acquired outside the normal classroom setting, outside of school, or in prior learning;
Performance-based credit may be earned while the student is still "in school," but the instructional setting will look different from a traditional "seat time" environment.
2. Performance descriptors and their linkages to State content standards and academic expectations;
At the high school level, performance descriptors and evaluation procedures shall be established to determine if the content and performance standards have been met.
3. Assessments and the extent to which state-mandated assessments will be used;
4. An objective grading and reporting process; and
5. Criteria to promote and support school and community learning experiences, such as internships and cooperative learning, in support of a student's individual learning plan. Such experiences shall be supervised by qualified instructors and aligned with State and District content and performance standards.

OTHER PROVISIONS

The Board, Superintendent, Principal, or teacher may award special recognition to students.

The Board may award a diploma to a student posthumously indicating graduation with the class with which the student was expected to graduate.

Consistent with the District's graduation practices for all students, an alternative high school diploma shall be awarded to students with disabilities in compliance with applicable legal requirements. In addition, former students may submit to the Superintendent a request that the District provide them with an alternative high school diploma to replace the certificate of attainment they received at time of graduation from the District.³

[A student who is at least seventeen \(17\) years of age and who is a state agency child, as defined in KRS 158.135, shall be eligible to seek attainment of a High School Equivalency Diploma.](#)

EARLY GRADUATION CERTIFICATE

Students who meet all applicable legal requirements shall be eligible for early graduation in relation to receipt of an Early Graduation Certificate. Students wishing to follow an early graduation pathway shall notify the Principal of their intent prior to the beginning of grade nine (9) or as soon thereafter as the intent is known, but within the first thirty (30) school days of the academic year in which they wish to graduate. A Letter of Intent to Apply shall be entered into the student information system by October 1 of the year the student declares intent to graduate early.⁴

Students working toward receipt of an Early Graduation Certificate shall be supported by development and monitoring of an individual learning plan.

Graduation Requirements**EARLY GRADUATION CERTIFICATE (CONTINUED)**

Students who meet all applicable legal requirements shall be awarded a diploma and an Early Graduation Certificate.

DIPLOMAS FOR VETERANS

In keeping with statute and regulation, the Board shall award an authentic high school diploma to an honorably discharged veteran who was enrolled in, but did not complete, high school prior to being inducted into the United States Armed Forces during World War II, the Korean conflict, or the Vietnam War.¹

REFERENCES:

¹KRS 40.010; KRS 158.140; 704 KAR 7:140

²KRS 158.622

³KRS 156.160; 20 U.S.C. sec. 1414

⁴KRS 158.142; 704 KAR 3:305

[KRS 156.027; KRS 158.135](#)

[KRS 158.141; KRS 158.143; KRS 158.183; KRS 158.281](#)

KRS 158.302; KRS 158.645; KRS 158.6451; KRS 158.860

13 KAR 2:020

702 KAR 7:125; 703 KAR 4:060; 704 KAR 3:303

OAG 78-348; OAG 82-386

[Kentucky Academic Standards](#)

RELATED POLICIES:

08.1131; 08.14; 08.14; 08.22; [08.222](#)

RECOMMENDED: THIS IS TO CLARIFY THAT DISTRICTS THAT OFFER THE OPPORTUNITY FOR STUDENTS TO EARN DUAL-CREDITS THROUGH THE KENTUCKY DUAL-CREDIT SCHOLARSHIP PROGRAM, MUST FOLLOW THE REQUIREMENTS OUTLINED IN THE KENTUCKY COUNCIL ON POSTSECONDARY EDUCATION AND KENTUCKY DEPARTMENT OF EDUCATION DUAL CREDIT POLICY FOR KENTUCKY PUBLIC AND PARTICIPATING POSTSECONDARY INSTITUTIONS AND SECONDARY SCHOOLS.

FINANCIAL IMPLICATION: DEPENDENT UPON AGREEMENTS WITH PARTICIPATING POSTSECONDARY INSTITUTION

CURRICULUM AND INSTRUCTION

08.1131

Alternative Credit Options

In addition to regular classroom-based instruction, students may earn credit through the following means.

ONLINE COURSES

High school students (and middle school students per paragraph 1 below) may also earn academic credit to be applied toward graduation requirements by completing online courses offered through agencies approved by the Board. Credit from an online course may be earned only in the following circumstances:

1. The course is not offered at the high school, and the Principal, with agreement from the student's teachers and parents/guardians, determines the student requires a differentiated or accelerated learning environment. This may include middle school students.
2. Although the course is offered at the high school, the student will not be able to take it due to an unavoidable scheduling conflict that would keep the student from meeting graduation requirements.
3. The course will serve as a supplement to extended homebound instruction.
4. Unless otherwise approved by the Principal/designee, students taking such courses must be enrolled in the District and take the courses during the regular school day at the school site. The District, in cases of students who are expelled or homebound, may grant exceptions.

The District shall recognize only those online courses that meet the international standards for online teachers, courses, and programs that have been adopted by the Kentucky Department of Education.

As determined by school/council policy, students applying for permission to take an online course shall complete prerequisites and provide teacher/counselor recommendations to confirm the student possesses the maturity level needed to function effectively in an online learning environment. Online courses may be subject to review by the Superintendent/designee for conformance with Kentucky Academic Standards and District graduation requirements. In addition, the express approval of the Principal/designee shall be obtained before a student enrolls in an online course. The school must receive an official record of the final grade before credit toward graduation will be recognized.

Provided online courses are part of the student's regular school day coursework and within budgetary parameters, the tuition fee and other costs for approved /online courses shall be borne by the District for students enrolled full-time from funds that have been allocated to the school. The Superintendent shall determine, within the budget adopted by the Board, whether additional funding shall be granted, based on supporting data provided by the Principal.

Alternative Credit Options

ONLINE COURSES (CONTINUED)

The District receives Average Daily Attendance funds from the Kentucky Department of Education for the online portion of the school day. The Kentucky Department of Education waives the physical seat-time requirement as needed for students.

Through its policies and/or supervision plan, the school shall be responsible for providing appropriate supervision and monitoring of students taking online courses.

EVENING CREDIT CLASSES

Evening courses offered for high school credit at Fayette County Public Schools may also be counted toward graduation under this policy. Evening courses attempted for initial credit may be taken with Principal/designee approval. Evening courses may be taken for make-up credit as needed, subject to the approval of the Principal or Principal's designee. The official record of the final grade must be received by the school before a diploma may be issued to the student.

EXCEPTION

Unless an exception is made by the District, any student who transfers to the District after the junior year (11th grade) must earn the last (2 units) required for graduation while in residence as a regular enrollee.

DUAL-CREDIT SCHOLARSHIP PROGRAM

The District may offer the opportunity for students to earn dual-credits through the Kentucky Dual-Credit Scholarship Program and follows the guidelines outlined in the "Kentucky Council on Postsecondary Education and Kentucky Department of Education Dual Credit Policy for Kentucky Public and Participating Postsecondary Institutions and Secondary Schools," located on the Kentucky Department of Education website.

REFERENCES:

KRS 158.622
[KRS 164.786](#)

RELATED POLICIES:

08.113
08.2323
09.1221
09.3
09.435

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LEGAL: THIS LANGUAGE IS INTENDED TO COMPLY WITH 20 U.S.C. § 6303B (ESSA) WHICH PROVIDES THAT THE STATE EDUCATIONAL AGENCY (KBE/KDE) MAY AWARD GRANTS TO SCHOOL DISTRICTS FOR "DIRECT STUDENT SERVICES" (DSS), GIVING PRIORITY TO DISTRICTS IDENTIFIED FOR COMPREHENSIVE OR TARGETED SUPPORT. THIS ESSA STATUTE ALSO SETS FORTH STANDARDS FOR PARENTAL/COMMUNITY NOTICES, FUNDING, AND PROVISION OF DSS. FINANCIAL IMPLICATIONS: POSSIBLE TRANSPORTATION AND MATERIAL/PROGRAM COSTS

CURRICULUM AND INSTRUCTION

08.133

Extended School/Direct Student Services

PLAN FOR DIAGNOSING

The Superintendent/designee shall develop a plan for diagnosing and addressing student academic deficiencies by providing extended school services (ESS) as required by state law.

EXTENDED SCHOOL SERVICES

The Board shall provide extended school services consistent with students' intervention plans and goals included as part of individual learning plans, requirements of 704 KAR 3:390, and local plans and procedures.

For students eligible to attend ESS, the District shall:

- Identify learning goals and benchmarks for each student that, if achieved, indicate that the student may exit the extended school services program;
- Determine conditions under which a student's absence from the program may be considered excused or unexcused; and
- Determine method for transporting students mandated to attend.

The District shall select pupils who need additional instructional time or differentiated opportunity to learn academic and enrichment content aligned with their individual student needs to improve their present level of performance in one (1) or more content areas. Priority for ESS services shall be placed on designing and delivering services to students at risk academically.

The District may provide extended school services during the regular school day when a waiver for alternative service delivery has been obtained. Extended school services offered during the summer shall be available to all eligible students residing in the District regardless of whether they attend District schools.

STUDENTS ATTENDING PRIVATE, PAROCHIAL, OR HOME SCHOOLS

Students residing within the District's boundaries who attend private, parochial, or home schools shall not be eligible for the after-school tutorial program. Upon application, they may be considered for enrollment in the summer school program. Their eligibility and selection shall be based on the same criteria as students enrolled in the District schools.

DIRECT STUDENT SERVICES

[The District may apply for Title I funding for Direct Student Services if eligible as provided in Every Student Succeeds Act and the state plan required under federal law. Required notices, funding, and provision of Direct Student Services shall be consistent with federal and state requirements.](#)

CURRICULUM AND INSTRUCTION

08.133
(CONTINUED)

Extended School/Direct Student Services

REFERENCES:

KRS 158.070
704 KAR 3:390
[20 U.S.C. § 6303b](#)
[P. L. 114-95 \(Every Student Succeeds Act of 2015\)](#)

LEGAL: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" FOCUSES ON AND STRENGTHENS FAMILY ENGAGEMENT IN TITLE I PROGRAMS AND ACTIVITIES.
FINANCIAL IMPLICATIONS: WILL DEPEND ON EXTENT OF MATERIALS AND STAFF TIME NEEDED FOR REQUIRED NOTIFICATIONS

CURRICULUM AND INSTRUCTION

08.13451

Title I - Parent ~~Involvement~~and Family Engagement Policy

This policy and the plan to implement it have been developed jointly and in agreement with, and will be distributed to, parents and family members of students participating in the Title I program. Parents and family shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language that ~~parents~~recipients can understand. This policy shall be made available to the local community and updated periodically to meet the changing needs of parents and family, and the school.

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EXPECTATIONS FOR PARENT ~~INVOLVEMENT~~AND FAMILY ENGAGEMENT

Contingent on confirmation of resources and other necessary information being provided by state and federal authorities, it is the intent of the Board that parents and family of participating students shall be provided with flexible opportunities for organized, on-going, and timely participation in the planning, review, and improvement of the Title I program, including opportunities to suggest modifications, based on changing needs of parents, family and the schools.

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All comments indicating parents and family dissatisfaction with the Title I plan shall be collected and submitted along with the plan to the Department of Education.

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The Title I program shall be designed to assist students to acquire the capacities and achieve the goals established by law, as well as the goals and standards established by the Board. These goals and standards shall be shared with parents and family in a manner that will give them: (1) timely information about programs; (2) a description and explanation of the school's curriculum, the forms of academic assessment used to measure student progress, the ~~proficiency levels~~ students are expected to meet achievement levels in the challenging state academic standards; the achievement level of their child on ~~each of the state academic~~the challenging state academic standards assessments; and (3) if requested, opportunities for regular meetings to formulate suggestions and to participate in decisions relating to the education of their children.

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SUPPORT FOR PROGRAM

If the District's Title I allocation is \$500,000 or more, the District shall reserve not less than one per cent (1%) of its allocation for the purpose of promoting parent ~~involvement~~and family engagement and shall distribute to Title I schools not less than ninety-five percent (~~90~~95%) of the reserved funds with priority given to high-need schools. Parents and family of participating students shall be provided the opportunity to help decide how this portion of the Title I funds will be allotted for parental ~~involvement~~ and family engagement activities.

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The District will provide coordination, technical assistance, and other support necessary to assist schools in planning and implementing effective parent ~~involvement~~and family engagement activities to improve student academic achievement and school performance. These measures may include, but shall not be limited to, the following:

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Title I - Parent ~~Involvement~~and Family Engagement Policy**SUPPORT FOR PROGRAM (CONTINUED)**

1. Designation of resources to assist in communicating with parents and family, transporting them to meeting sites and/or implementing home visits, providing child-care for meetings, encouraging them to use available parent and family resource centers, and working with them to improve parenting skills, particularly those that will assist them in working with their child to improve his/her educational achievements. Resources may include individuals, agencies, materials, and services.
2. Sharing options for coordinating and integrating Title I program strategies with services of other community programs, businesses, and agencies.
3. Identification of ways in which parents and family can be ~~involved~~engaged in staff training activities to demonstrate the value of parent ~~involvement~~and family engagement and various techniques designed to successfully engage parents and family as equal partners in their child's education.
4. Making a good faith effort to convene an annual meeting at a convenient time to which all parents and family of participating children shall be invited and encouraged to attend for informing ~~parents~~them of their school's participation in and requirements for Title I programs and of their rights to be involved.
5. Designing and conducting an effective annual evaluation process whereby parents can share their ideas about the content and effectiveness of this policy in improving the academic quality of schools receiving Title I funds, and the plan designed to implement it. The process shall focus on the following questions:
Does this policy increase parent participation?
What barriers to parent participation still exist, and how can they be reduced or removed?
The findings produced by the annual evaluation shall be utilized to design strategies for school improvement and for revising this policy, if necessary.
6. In the design of activities and materials for parents, particular attention shall be given to reaching and involving those who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background.

SCHOOL POLICY

Each school shall submit to the Superintendent and Board, for review and comment, its Title I school parent ~~involvement~~and family engagement policy, which must meet all legal requirements, including a school-parent compact developed in keeping with legal requirements. This policy shall be developed jointly with, and distributed by the school to, parents of participating students.

A copy of each school's parent ~~involvement~~and family engagement policy and accompanying checklist shall be kept on file in the Central Office.

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Title I - Parent Involvement and Family Engagement Policy

REFERENCES:

Section 1118 of Improving America's Schools Act (IASA) of 1994
P. L. 114-95, (Every Student Succeeds Act of 2015)
KRS 157.077; KRS 158.645, KRS 158.6451
KRS 158.865; KRS 158.866; KRS 158.867
20 U.S.C. § 6318; 34 C.F.R. § 200.28

RELATED POLICIES:

03.112; 08.1345; 09.11

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LEGAL: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" INCLUDES FAMILY UNDER PARENTAL AND COMMUNITY PARTICIPATION; EXPANDS WHAT IS TO BE INCLUDED IN THE PARENTAL NOTIFICATION; ADDS ACCOMMODATIONS FOR ASSESSMENTS, AND CHANGES THE TERM "LIMITED ENGLISH LANGUAGE PROFICIENT" TO "ENGLISH LEARNERS."

FINANCIAL IMPLICATIONS: PARENTAL NOTIFICATION COSTS

CURRICULUM AND INSTRUCTION

08.13452

English as a Second Language

The District shall provide an English language program to assist ~~limited-English language proficient students~~learners, including immigrant children and youth, to attain English proficiency, develop high levels of academic achievement in English, and achieve the same high standards in the same challenging state core-academic subjectsstandards that all students in the District are expected to meet.

PROGRAM SERVICES

The Superintendent/designee, through consultation with teachers, researchers, administrators, parents and family members, community members, public or private entities, and institutions of higher learning shall direct the development of English language instruction educational program guidelines for the District:

- *Survey of Primary and Home Language* - At the time of initial enrollment, the parent/guardian of every student in the school (whether potential English ~~language~~learners or not) shall be asked to complete a home language survey.
- *Annual Assessment of Proficiency* – Students whose primary or home language is other than English shall be administered an initial English language proficiency assessment to determine whether they are ~~limited-English language proficient~~learners according to the federal definition in ESSA, Title III.

Students identified as ~~limited-English language proficient~~learners shall receive an annual assessment of English language proficiency in listening, speaking reading, and writing to measure progress and modify the individual Program Services Plan.

- *Individual Program Services Plan* – Assessment, placement, and the design of an individual Program Services Plan for ~~students with limited~~ English ~~language proficiency~~learners shall be made in compliance with appropriate state and federal education requirements.

Instructional and related services shall be designed to meet the English language and academic needs of students while assisting them to participate in the general education curriculum and to overcome language barriers to grade promotion or high school graduation. Students identified as ~~limited-English language proficient~~learners shall be provided the opportunity to participate in the school's English language instructional program.

- *Parental Notification* – As required by law, the Principal shall send written notification to parents ~~limited-English~~ ~~proficient students~~learners addressing the following:
 - (a) Student's need for placement in the language instruction education program;
 - (b) Student's level of English proficiency and how such level was assessed;
 - (c) Methods of instruction used in the program, including the use of English and a native language in instruction, if applicable;
 - (d) Student's lack of progress in the program;

English as a Second Language**PROGRAM SERVICES (CONTINUED)**

- (e) How the program will meet the individual learning needs of the student;
- (f) How the program will help the student learn English;
- (g) How the program will help the student meet achievement standards necessary for grade promotion and high school graduation;
- (h) Specific exit requirements for students in the program;
- (i) How the program meets the objectives of the individualized education program of the child, in the case of a child with a disability; and
- (j) Information pertaining to parental rights that include written guidance of (1) the right to have their child immediately removed from such program upon their request, and (2) the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available, by the school and (3) assist parents in selection among various programs and methods of instruction if more than one (1) program is offered.

This notification shall be sent as follows:

- For students already participating in, or identified for participation in, a program for limited-English-proficiency learning, parents shall be notified no later than thirty (30) calendar days after the beginning of the school year;
- ~~For students already participating in, or identified for participation in, a program for limited English proficiency, parents shall be notified no later than thirty (30) days after it is determined that those students are not making progress in the program; and~~
- For students identified after the beginning of the school year, parents shall be notified no later than fourteen (14) calendar days following the student's placement in the program.
Parents also shall be informed how they can be involved, including how to help the student attain English proficiency, achieve at high levels in academic subjects, and meet challenging State's academic achievement (content and performance) standards.
Parents also shall receive annual notification of their child's progress on the state's English proficiency objectives and required state assessments.
- *Parental, Family and Community Participation* – Parents, family, and community members of limited-English proficient-learner children shall be given the opportunity to participate in and make recommendations for the District's language instruction educational programs. Parents shall be informed how they can be involved, including how to help the student attain English proficiency, achieve at high levels in core academic subjects, and meet the state's academic achievement (content and performance) standards.
- *Provision of Services* – Once a parent/guardian of an limited-English proficient studentslearner has received notification, limited-English proficient studentslearners shall be provided services consistent with effective language instruction educational programs and curricular for teaching research-based teaching strategies that are appropriate for limited-English proficient childrenlearners, in conjunction with guidelines set out in *Kentucky Academic Standards*, and by the national, state, and local standards for English language proficiency and academic performance.

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English as a Second Language**PROGRAM SERVICES (CONTINUED)**

Services necessary for the student to access and be involved in the general education curriculum shall be provided by certified general education teachers and English as a Second Language teachers who have been certified and/or endorsed to teach limited English proficient students. Trained bilingual instructional assistants may be used to support the overall program as needed.

- Assessments – English learners who have not attained English language proficiency, shall be assessed during state-wide testing in a valid, reliable manner and provided appropriate accommodations including, to the extent practicable, assessments in the language and form most likely to yield accurate data regarding student knowledge and ability in academic content areas.
- *Evaluation of Progress* – English language instructional educational programs for ~~limited~~ English ~~learners~~~~proficient student~~ shall be evaluated on a regularly scheduled basis to determine whether progress is being made toward removing language barriers and to identify changes that need to be made in District program services. District staff shall monitor student access to equal educational opportunities, both instructional and extracurricular.
- *Program Exit Criteria* – The program guidelines shall include an evaluation process that includes establishment of objective exit criteria to indicate when students:
 - (a) Have developed the required proficiency in using English to speak, listen, read, and write with comprehension;
 - (c) Can enter and successfully participate in classrooms not tailored for ~~limited~~ English ~~proficient children~~ ~~learners~~; and
 - (c) Can expect to graduate from high school.

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Tab after: 0.5" + Indent at: 0.5", Font Alignment: Auto**REFERENCES:**

P. L. 114-95 (Every Student Succeeds Act of 2015); Title III, ~~3302 (20 U.S.C. §7012)~~
 Title VI of the Civil Rights Act of 1964; Equal Educational Opportunities Act of 1974
 Title VII of Improving America's Schools Act of 1994
 703 KAR 5:070; 704 KAR 3:305; Kentucky Academic Standards
Lau v. Nichols, 414 U.S. 563, 94 S.Ct. 786, 39 L.Ed.2d 1 (1974)
20 U.S.C. § 6318; 34 C.F.R. § 200.28

RELATED POLICIES:

02.4241; 09.13
 09.126 (re requirements/exceptions for students from military families)

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LEGAL: THIS CLARIFIES THAT "PRIVILEGE" ONLY APPLIES TO INFORMATION INTENDED TO BE CONFIDENTIAL BUT IS NOT ABSOLUTE AND BELONGS TO THE CLIENT. HOWEVER THIS MAY BE OVERRIDDEN BY REPORTING STATUTES.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.14

Guidance

Guidance and counseling services shall be provided for students.

SERVICES

Services provided by the guidance program shall consist of educational counseling; career and personal counseling; testing, and other services requested by students, parents, or staff.

INDIVIDUAL LEARNING PLANS

The District shall implement an advising and guidance process to support development and implementation of an individual learning plan for each eligible student at the grade level designated by Kentucky Administrative Regulation that includes career development and awareness.

CONFIDENTIAL MATERIAL

All records and counseling information shall be kept in confidence as provided by applicable law.¹

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REFERENCES:

¹KRE 506 (Kentucky Rules of Evidence); KRS 158.154; KRS 158.155; KRS 158.156; KRS 620.030

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KRS 61.878, 703 KAR 4:060, 704 KAR 3:305

RELATED POLICIES:

08.113
09.14

LEGAL: SB 1 REQUIRES DISTRICT POLICY MINIMIZING THE REDUCTION IN INSTRUCTIONAL TIME RELATED TO THE ADMINISTRATION OF INTERIM ASSESSMENTS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" REQUIRES DISTRICTS TO MAKE WIDELY AVAILABLE INFORMATION ON ASSESSMENTS REQUIRED BY ESSA, STATE, AND THE DISTRICT. PARENTS MUST BE NOTIFIED OF THEIR RIGHT TO REQUEST AND RECEIVE INFORMATION REGARDING STATE OR DISTRICT ASSESSMENT POLICIES. IN ADDITION, PARENTS SHALL BE PROVIDED THEIR CHILD'S LEVEL OF ACHIEVEMENT AND ACADEMIC GROWTH ON REQUIRED STATE ASSESSMENTS.

FINANCIAL IMPLICATIONS: COST OF PROVIDING REQUIRED NOTICES

CURRICULUM AND INSTRUCTION

08.222

Assessment

CONTINUOUS ASSESSMENT

The Superintendent shall recommend and the Board shall adopt and implement a continuous assessment program in accordance with applicable statutes and regulations. If utilized, formative or interim assessments of students shall be administered so as to minimize any reduction in instructional time.

NOTICES

The District shall make widely available through public means for each grade served by the District, information on each assessment required by the state to comply with Every Student Succeeds Act of 2015 (ESSA), other state required assessments, and if information is available and feasible to report, District-wide required assessments. In posting this notice, the District shall provide the information designated by federal law.

If the school receives Title I funds, the District shall notify parents of students attending the school at the beginning of each school year that they may request the District to provide information regarding any State or District policy regarding student participation in any assessments mandated by ESSA and by the State or District. In complying with such requests, the District shall provide the information designated by federal law.

When such information is available and applicable, schools that receive Title I funds shall provide information on the level of achievement and academic growth of the student on each required state academic assessment to the parent of any student attending the school.

REFERENCES:

KRS 158.645; KRS 158.6451; KRS 158.6453; KRS 158.6459

KRS 158.860; KRS 161.795

16 KAR 1:020; 703 KAR 5:010

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

RELATED POLICIES:

02.441; 08.1213; 08.131; 08.13451; 08.221

09.2; 09.21

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LEGAL: SB 17 CREATES A NEW CHAPTER OF KRS 158 TO ALLOW TEACHING ABOUT RELIGION WITH THE USE OF THE BIBLE OR OTHER SCRIPTURE, BUT WITHOUT PROVIDING RELIGIOUS INSTRUCTION, FOR SECULAR STUDY.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.232

Instructional Resources

DEFINITION

Instructional resource means any print, nonprint, or electronic medium of instruction designed to assist students.

SURVEY

Schools not having SBDM school councils shall survey teachers to determine their needs for instructional resources. The results of the survey shall be used to establish priorities for purchase.

ALLOCATION METHOD

Within budgetary limits, schools or school councils shall establish an equitable method of allocating funds to purchase instructional resources.

FINANCIAL REPORT

A financial report on allocations to and expenditures for instructional resources shall be prepared annually by the Board and shall be a public record.

Councils shall not obligate the District for instructional resource purchases that exceed allocations.

Each school may carry forward to the next fiscal year any part of the instructional resource allocation distributed to the school that has not been spent or committed in the current fiscal year. However, funds shall not be carried forward for more than two (2) school years.

INSTRUCTIONAL RESOURCE FUND

Schools with any grade from P-8 may purchase instructional resources using State funds in accordance with 704 KAR 3:455.

Each school allocated instructional resource funds shall complete an annual plan to identify purchases following guidelines of the Kentucky Board of Education.

The annual plan shall be approved by the school council in SBDM schools.

FEES

The Board shall establish instructional resource fees annually.

Instructional resources shall be made available to all students. No student shall be denied full participation in any educational program due to an inability to pay for, or rent, all necessary instructional resources.¹

Fee waivers shall be provided as required by applicable statutes and regulations.²

RESPONSIBILITY

Students or parents shall compensate the District for instructional resources that are lost, damaged, or destroyed while in the student's possession.

Instructional Resources**SECTARIAN TEXTS**

No book or other publication of a sectarian, infidel, or immoral character or one that reflects on any religious denomination shall be used or distributed in any school.³

This does not prevent a teacher, consistent with his or her assigned duties, from using or distributing books or other publications that reflect any religious denomination to teach the secular study or religion as permitted by the Constitutions of the United States of America or the Commonwealth of Kentucky.

REFERENCES:

¹KRS 158.108

²KRS 160.330; 702 KAR 3:220

³KRS 158.190

KRS 156.162

KRS 156.433

KRS 156.549

KRS 157.110; KRS 158.188

702 KAR 3:246

704 KAR 3:455

RELATED POLICIES:

02.4242

04.32

09.15

LEGAL: SB 50 AMENDS KRS 158.070 TO INCLUDE CREATION OF A MANDATORY CALENDAR COMMITTEE, ITS MAKEUP, AND REQUIRED STEPS IN DEVELOPING THE CALENDAR. SB 50 ALSO ALLOWS DISTRICTS THAT ADOPT A CALENDAR, IN WHICH THE FIRST STUDENT ATTENDANCE DAY IS NO EARLIER THAN THE MONDAY CLOSEST TO AUGUST 26, TO USE A VARIABLE STUDENT INSTRUCTIONAL YEAR IN WHICH STUDENT ATTENDANCE DAYS SHALL NOT CONTAIN MORE THAN SEVEN (7) HOURS OF INSTRUCTIONAL TIME.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.3

School Calendar

CALENDAR COMMITTEE

Beginning with the 2018-2019 school year, the Board, upon recommendation of the Superintendent, shall annually appoint a District Calendar Committee to review, develop, and recommend school calendar options.

The District Calendar Committee shall consist of:

1. One (1) District Principal;
2. One (1) District office administrator other than the Superintendent;
3. One (1) local Board member;
4. Two (2) parents of students attending a school in the District;
5. One (1) District elementary teacher;
6. One (1) District middle or high teacher;
7. Two (2) District classified employees; and

Two (2) community members from the local chamber of commerce, business community, or tourism commission

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DEVELOPMENT OF CALENDAR

The District Calendar Committee, after seeking feedback from District employees, parents, and community members, shall recommend school calendar options to the Superintendent for presentation to the Board. The committee's recommendations shall comply with state laws and regulations and consider the economic impact of the school calendar on the community and the state.

In order to act on the school calendar, the Board must hold two (2) meetings: 1) one that includes hearing and discussing recommendations from the Superintendent and the calendar committee and 2) a subsequent meeting that includes adoption of the calendar.

The meetings may be regular or special.

In the case of special meetings, the requirements of KRS 61.823 and Board Policy 01.44 apply, including describing in the applicable special meeting notice(s) and agenda(s) consideration and discussion of the recommendations of the Superintendent and the calendar committee (regarding an initial special meeting dealing with the school calendar) or adoption of the school calendar (regarding a subsequent special meeting that includes adoption of the calendar).

In the case of an initial regular meeting that includes the required recommendations/discussion or a subsequent regular meeting that includes adoption of the school calendar, notice shall be given to media outlets that have requests on file to be notified of special meetings stating the date of the regular meeting and that one (1) of the items to be considered in the regular meeting will be the school calendar. The notice shall be sent at least twenty-four (24) hours before any such regular meeting. This additional and unique regular meeting notice requirement does not make any of the requirements or limitations relating to special meetings applicable to the regular meeting.

School Calendar**DEVELOPMENT OF CALENDAR (CONTINUED)**

On or before May 15, the Board, ~~upon recommendation of the Superintendent in a meeting subsequent to the meeting in which the Board heard the recommendations of the District Calendar Committee and the Superintendent~~, shall adopt a school calendar prior to each upcoming school year that establishes or includes:

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1. Opening and closing dates of the school term,
2. Beginning and ending dates of each school month,
3. Days on which students are scheduled to receive instruction at school within designated start and dismissal times (student attendance days) and the length of each student attendance day in accordance with KRS 158.060,
4. A minimum school term of not less than one hundred eight-five (185) days composed of student attendance days, teacher professional days, and holidays,
5. A student instructional year of at least one thousand sixty-two (1062) hours of instructional time or not less than one-hundred seventy (170) student attendance days,
6. Instructional time required for kindergarten per KRS 157.320 (provided no less than the equivalent of one-half (1/2) day, five (5) days a week for a full school year for each kindergarten pupil);,
7. Any instructional time to be banked to make up for full days that may be missed due to an emergency,
8. Days in addition to the student instructional year for the make-up of instructional time missed due to emergency equal to the greatest number of days missed system-wide over the preceding five (5) school years, and
9. Days on which schools shall be dismissed.

ADDITIONAL REQUIREMENTS

A testing window in accordance with KRS 158.6453 to accommodate state-mandated assessments shall also be included.

The Board may schedule days for breaks in the calendar that shall not be counted as part of the minimum student instructional year.

Schools shall be closed on the Tuesday after the first Monday in November in Presidential election years.

If any school in the District is used as a polling place, the school District shall be closed on the day of the election, and those days may be used for professional development activities, professional meetings, or parent-teacher conferences. Subject to the requirement that schools shall be closed on Presidential Election Day, the District may be open on the day of an election if no school in the District is used as a polling place.

School Calendar**CALENDAR OPTIONS**

Beginning with the 2018-2019 school year, if the Board adopts a school calendar with the first student attendance day in the school term starting no earlier than the Monday closest to August 26, the adopted calendar may use a variable student instructional year. The District may set the length of individual student attendance days in a variable student instructional schedule, but no student attendance day shall contain more than seven (7) hours of instructional time unless the District submitted and received approval from the Commissioner of Education for an innovative alternative calendar.¹

A variable student instructional year means at least one thousand sixty-two (1,062) hours of instructional time delivered on the number of student attendance days adopted by the Board which shall be considered proportionally equivalent to one hundred and seventy (170) student attendance days and calendar days for the purposes of a student instructional year, employment contracts that are based on the school term, service credit under KRS 161.500, and funding under KRS 157.350.¹

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AMENDING THE CALENDAR

The Board may amend the school calendar after it is adopted due to an emergency. The Board may lengthen or shorten any remaining student attendance days by thirty (30) minutes or more, as necessary provided it meets at minimum, a student instructional year as defined in statute. No student attendance day may contain more than seven (7) hours of instructional time unless the District submits and receives approval from the Commissioner of Education for an innovative alternative calendar.

EMERGENCY WAIVERS

Emergency day waivers may be requested if the District has missed more than twenty (20) regular student attendance days and demonstrates that an extreme hardship will result if not granted the waiver. Board requests for District-wide emergency day waivers shall be submitted to the Commissioner.

REFERENCES:

~~KRS 157.350; KRS 158.070; KRS 161.500~~
KRS 2.190; KRS 118.035
KRS 157.320; KRS 157.360
~~KRS 158.070~~; KRS 158.6453
702 KAR 7:130; 702 KAR 7:140

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RELATED POLICIES:

~~01.42; 08.31~~

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LEGAL: HB 195 AMENDS MULTIPLE STATUTES TO CHANGE THE GENERAL EDUCATION DIPLOMA (GED) TO HIGH SCHOOL EQUIVALENCY DIPLOMA.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

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 ~~GED~~ 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 ~~and GED test readiness~~.

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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:

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

LEGAL: SB 1 AMENDS KRS 158.6453 TO REMOVE PROGRAM REVIEWS AND PROGRAM AUDITS.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.5

Program Evaluation

IMPLEMENTATION OF PLAN

The Superintendent shall develop and implement a plan for the evaluation of educational programs focused primarily on measurable student achievement data. This plan shall include both objective and subjective measures of student outcomes in relation to District educational objectives developed and approved by the Board.

~~Based on the timeline, criteria and procedures developed by the Kentucky Department of Education, the District's program evaluation plan shall include audits and reviews in the areas designated by regulation.⁴~~

REVIEW OF EXISTING PROGRAMS

~~The Superintendent shall establish a process to review District programs addressing the following aspects:~~

- ~~1. Programs to be evaluated~~
- ~~2. A master schedule indicating when each program will be reviewed~~
- ~~3. Meeting(s) during the current school year at which a program will be discussed~~
- ~~4. Data to be presented and the format~~
- ~~5. Key questions that will be asked~~
- ~~6. Stakeholders to be invited~~
- ~~7. Information to be shared with the community and its format~~

~~The Board shall utilize findings to evaluate program impact on student achievement and to make decisions concerning program status, including continuation, budget and staffing issues.~~

REVIEW OF NEW PROGRAMS

Prior to implementation, the Board shall review proposals to offer new school and District programs not addressed by the Kentucky Academic Standards. The Board shall require proposals to provide data supporting the need for the program, an explanation of how the program is expected to improve student achievement, and a schedule for updating the Board on student progress resulting from the new program.

REFERENCES:

KRS 158.645; KRS 158.6451; KRS 158.6453

⁴703 KAR 5:230

RELATED POLICIES:

01.111; 01.42

02.44; 02.441; 02.442

04.1; 08.222

LEGAL: HB 195 AMENDS MULTIPLE STATUTES TO CHANGE THE GENERAL EDUCATION DIPLOMA (GED) TO HIGH SCHOOL EQUIVALENCY DIPLOMA.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.111

Transfers and Withdrawals

When a pupil of compulsory school age withdraws from school, the Principal's designee shall ascertain the reason.¹

CHANGE OF RESIDENCE

If the child has withdrawn because of residence, the next residence shall be ascertained. The District shall notify the Kentucky Department of Education when a new student enrolls.¹

MISSING CHILDREN

The Director of Pupil Personnel shall notify the Justice Cabinet of any request for the records of a student who has been flagged as missing.¹

PERMISSION

No written permission for withdrawal shall be required after the student's eighteenth (18th) birthday.²

Students between the ages of six (6) and eighteen (18) shall enroll and be in regular attendance in the schools to which they are assigned and shall be subject to compulsory attendance.²

For further information concerning dropout provisions, refer to the Statement on Rights and Responsibilities and Student Code of Conduct.

ENROLLMENT OF TRANSFER STUDENTS

Students in good standing may transfer into the District without Board approval. All others shall require approval of the Board.

FOLLOW-UP BY DISTRICT PERSONNEL

Within three (3) months of the date of a student's withdrawal from school, District personnel designated by the Superintendent shall contact each student who has withdrawn from school to encourage reenrollment in a regular, alternative, or ~~GED preparation~~ High School Equivalency Diploma program. If the student does not reenroll at that time, personnel shall make at least one (1) more attempt toward reenrollment of the student before the beginning of the next school year.²

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REFERENCES:

¹KRS 159.170; KRS 158.032; KRS 159.020

²KRS 159.010

RELATED POLICY:

09.122

LEGAL: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" REQUIRES DISTRICTS TO ADDRESS ADMISSION OF FOSTER CHILDREN AND HOW THEY WILL BE TRANSPORTED.
FINANCIAL IMPLICATIONS: POSSIBLE INCREASED TRANSPORTATION COSTS
LEGAL: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" AND MCKINNEY-VENTO ACT REQUIRE DISTRICTS TO ADDRESS ADMISSION OF HOMELESS YOUTH INCLUDING HOW THEY WILL BE TRANSPORTED AND A DISPUTE RESOLUTION PROCESS.
FINANCIAL IMPLICATIONS: POSSIBLE INCREASED TRANSPORTATION COSTS

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 YOUTH

The District shall provide educational and related services to homeless children and youth (including preschool-aged homeless children) in a manner that does not segregate or stigmatize the 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, limited-English proficient 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 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;
- must provide public notice of the educational rights of homeless children in places locations frequented by parents/guardians and unaccompanied youths. This notice is to be in a manner and form that is understandable; where they receive services.²

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Admissions and Attendance**HOMELESS CHILDREN AND 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.

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The District shall inform school personnel, service providers, advocates working with homeless families, parents, guardians and homeless children and youths of the duties of the liaison.

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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:

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http://education.ky.gov/federal/progs/txc/Documents/Homeless_Dispute_Resolution_Form.docx

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The District shall provide services for homeless children and youths with disabilities as required by law.

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CHILDREN IN FOSTER CARE

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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 contact the student's prior school for relevant records.

The Superintendent shall appoint a Point of Contact (POC) 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 POC for the District. The Superintendent may appoint the District POC 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. When possible, 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.

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.

Admissions and Attendance**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

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 "child's best interest" 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.

Admissions and Attendance**EXPELLED/CONVICTED STUDENTS (CONTINUED)**

Assault shall mean any physical assault, including sexual assault.

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

KRS 157.360; KRS 158.100

702 KAR 7:125; 704 KAR 7:090

OAG 91-171; ~~Public Law~~ 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;~~;~~ ~~09.211~~

09.126 (re requirements/exceptions for students from military families)

[09.14](#); [09.211](#)

LEGAL: THIS REVISION REFLECTS PROVISIONS OF KRS 158.030(2) WHICH ARE EFFECTIVE AS OF THE 2017-2018 SCHOOL YEAR.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.121

Entrance Age

PRESCHOOL

In accordance with appropriate state and federal legal requirements, any child who has been identified as disabled, and who is three (3) or four (4) years of age, by August 1 of the current year, shall be eligible for a free and appropriate preschool education and related services.

Children at risk of educational failure who are four (4) by August 1 may enter preschool. All other four (4) year old children shall be served to the extent placements are available.¹

PRIMARY SCHOOL

~~A child who becomes five (5) by October 1 may enter primary school and may advance through the primary program without regard to age in accordance with KRS 158.030. A child who becomes six (6) by October 1 shall attend public school unless s/he qualifies for an exemption as provided by law.³~~

~~Beginning with the 2017-2018 school year, the following provisions shall apply:~~

A child who ~~becomes is~~ five (5) ~~or who may become five (5) years of age~~ by August 1 may enter primary school and may advance through the primary program without regard to age in accordance with KRS 158.031. ~~A child who becomes six (6) by August 1 shall attend public school unless s/he qualifies for an exemption as provided by law.~~

A child who is six (6) years of age, or who may become six (6) years of age by August 1, shall attend public school or qualify for an exemption as provided by KRS 159.030.²

The District shall establish guidelines to determine a student's level of academic and social skills when that student is being considered for advancement through the primary program.³ A student who is at least five (5) years of age, but less than six (6) years of age ~~on or before October 1~~, may be enrolled in the second level of the primary program in keeping with the process set out in Kentucky Administrative Regulation.^{53 & 4}

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PETITION PROCESS

Parents/guardians may petition the Board to allow their child to enter school earlier than permitted under statutory age requirements. On receipt of a petition, the District shall conduct an evaluation process to help determine a student's readiness to engage in and benefit from early entry to school. The process shall be established in accordance with the following:

1. The District shall establish guidelines to determine a student's readiness for entry, including the date by which petitions must be submitted to the Central Office.
2. Developmentally appropriate measures, which may include state-approved screening instruments, shall be used to determine a student's level of developmental, academic and social readiness.
3. Based on staff recommendations, the Superintendent shall recommend to the Board whether to grant the request.
4. Considerations may include availability of space and funding.

Any tuition amounts charged to students permitted early entry under this Policy shall be the same as that charged to other tuition paying students who meet statutory age requirements.²

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Entrance Age**PROOF OF AGE**

Upon enrollment for the first time in any elementary or secondary school, a student or student's parent shall provide:

- A certified copy of the student's birth certificate, or
- Other reliable proof of the student's identity and age with an affidavit explaining the inability to produce a copy of the birth certificate.⁴⁵

REFERENCES:

¹KRS 157.3175; ~~2016 Budget Bill~~

²KRS 158.030

³~~KRS 157.226; KRS 159.030~~ 702 KAR 7:125

⁵⁴KRS 158.031; ~~702 KAR 1:160; 702 KAR 7:125~~

⁴⁵KRS 158.032; KRS 158.035; KRS 214.034

KRS 158.990; KRS 159.010; ~~KRS 159.030~~

~~702 KAR 1:160~~; 704 KAR 5:070

OAG 82-408; OAG 85-55

~~P. L. 114-95, (Every Student Succeeds Act of 2015), 20 U.S.C. § 6301 et seq.~~

~~McKinney-Vento Act, 42 U.S.C. 11431 et seq.~~

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RELATED POLICIES:

08.22

09.124

09.126 (re requirements/exceptions for students from military families)

LEGAL: THIS CLARIFIES THE TIMING OF IRREVOCABLE ENTRY INTO KINDERGARTEN BY FIVE YEAR OLDS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: THIS REVISION REFLECTS PROVISIONS OF KRS 158.030(2) WHICH ARE EFFECTIVE AS OF THE 2017-2018 SCHOOL YEAR.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.122

Attendance Requirements

COMPULSORY ATTENDANCE

All children in the district between the ages of six (6), as of ~~October-August~~ 1, and eighteen (18), except those specifically exempted by statute, shall enroll and be in regular attendance in the schools to which they are assigned.¹⁺

Per 704 KAR 5:060, any five (5) year old child not otherwise subject to compulsory attendance laws, but who voluntarily enrolls in the primary school program at the beginning of the school year, may upon parental or guardian's written request be withdrawn from the program at any time within the first two (2) school calendar months. At the end of such trial period a child shall be considered irrevocably entered into the primary school program for purposes of KRS 159.010 and KRS 159.020.

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STUDENTS OLDER THAN EIGHTEEN

Students who have not graduated and are between the ages of eighteen (18) and twenty (20) when school opens may continue in school until graduation or until they are (twenty-one) 21 years of age, whichever occurs first. Students between the ages of eighteen (18) and twenty (20) that have withdrawn from the District without graduating and then wish to return may be permitted to re-enroll with assignment to a school to be determined by the High School Director.

EXEMPTIONS FROM COMPULSORY ATTENDANCE

The Board shall exempt the following from compulsory attendance:

1. A graduate from an accredited or approved 4-year high school,
2. A pupil who is enrolled in a private or parochial school,
3. A pupil who is less than seven (7) years old and in regular attendance in a private kindergarten- nursery school,
4. A pupil whose physical or mental condition prevents or renders inadvisable, attendance at school or application to study,
5. A pupil who is enrolled and in regular attendance in private, parochial, or church school programs for exceptional children,
6. A pupil who is enrolled and in regular attendance in a state supported program for exceptional children, or²
7. A student who has been expelled or who is under suspension from school.

PHYSICIAN'S STATEMENT REQUIRED

The Board, before granting an exemption for a physical or mental condition, shall require a signed statement as required by law unless a student's individual education plan (IEP) specifies that placement of the child with a disability at home or in a hospital is the least restrictive environment for providing services.²

Attendance Requirements**EXCEPTIONS TO PRESENCE AT SCHOOL**

Students must be physically present in school to be counted in attendance, except under the following conditions:

1. Students shall be counted in attendance when they are receiving home/hospital, institutional,² or court-ordered instruction in another setting.
2. Participation of a pupil in 4-H activities that are regularly scheduled and under the supervision of a county extension agent or the designated 4-H club leader shall be considered school attendance.³
3. Students may participate in cocurricular activities and be counted as being in attendance during the instructional school day, provided the Principal/designee has given prior approval to the scheduling of the activities. Approval shall be granted only when cocurricular activities and trips are instructional in nature, directly related to the instructional program, and scheduled to minimize absences from classroom instruction.⁴
4. Students participating in an off-site virtual high school class or block may be counted in attendance in accordance with requirements set out in Kentucky Administration Regulation.⁴
5. Students having an individual education plan (IEP) that requires less than full-time instructional services shall not be required to be present for a full school day.⁴
6. Students who attend classes for moral instruction at the time specified and for the period fixed shall be credited with the time spent as if they had been in actual attendance in school, and the time shall be calculated as part of the actual school work required by law. Students shall not be penalized for any school work missed during the specified moral instruction time.⁵
7. Students participating as part of a school-sponsored interscholastic athletic team, who compete in a regional or state tournament sanctioned by the Kentucky Board of Education or KHSAA, that occurs on a regularly scheduled student attendance day shall be counted and recorded present at school on the date or dates of the competition, for a maximum of two (2) days per student per school year. Students shall be expected to complete any assignments missed on the date or dates of the competition.⁶
8. The pupil is participating in standards-based, performance-based credit that is awarded in accordance with 704 KAR 3:305, and that falls within one (1) or more of the categories of standards-based course work. A pupil may be counted in attendance for performance-based credit for a class or block for the year or semester in which the pupil initially enrolled in the class or block if the pupil demonstrates proficiency in accordance with local policies.^{4 & 7}
9. Students attending basic training required by a branch of the United States Armed Forces shall be considered present for all purposes for up to ten (10) days.³

STUDENTS

09.122
(CONTINUED)

Attendance Requirements

REFERENCES:

¹KRS 159.010; OAG 85-55

²KRS 159.030

³KRS 159.035

⁴702 KAR 7:125

⁵KRS 158.240

⁶KRS 158.070

⁷704 KAR 3:305

KRS 158.030; KRS 158.143;

KRS 159.020; KRS 159.180; KRS 159.990

704 KAR 5:060

OAG 87-40; OAG 97-26; OAG 79-68; OAG 79-539

RELATED POLICIES:

08.131, 08.1312; 09.111, 09.121; 09.123, 09.36

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RECOMMENDED: THIS CLARIFIES THAT A STUDENT'S PARENT IS NOT TO BE NOTIFIED IF A COURT ORDER PROVIDES TO THE CONTRARY (FOR EXAMPLE IN AN EMERGENCY ABUSE SITUATION).

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 33 CREATES A NEW SECTION OF KRS 620 DETAILING THE CABINET'S NOTIFICATION REQUIREMENTS WHEN IT IS AWARDED CUSTODY OF AN ABUSED, NEGLECTED OR DEPENDENT CHILD.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.1231

Dismissal from School

RELEASE OF STUDENTS

At any time students are dismissed from school, they shall be released according to the written instructions provided by the custodial parent/guardian. The instructions, which shall be requested at the time the student registers/enrolls for the school year, shall include the student's regular mode of transportation at the end of the day and a list of persons, in addition to the custodial parent/guardian, who are authorized to pick up the child from school. Any deviation from the authorized release process must be approved by the Principal/designee prior to the student departing school in another manner.

It shall be the responsibility of the custodial parent/guardian to notify the school in writing if release instructions are to be revised. Unless an exception is granted as noted below, if written instructions are not provided to the school, the student shall only be released to ride home on the assigned bus or with the custodial parent/guardian.

RELEASE PROCESS

If the student is to be picked up early, the parent/guardian or designee shall report to the Principal's office and sign for the student's release or make other arrangements with the Principal.

Each school shall maintain a daily entry and exit log of students signing in late or signing out early and shall require proof of identification from individuals (visual identification by an employee, driver's license, picture identification, etc.) to assure that they are authorized to pick up the student.

Those students who are not on record as being under the care or control of a parent/guardian may sign for their own dismissal.¹

EXCEPTIONS

A student may be released to a person with lawful authority to take custody of the student, e.g., a police officer with a warrant or the person authorized by the Cabinet for Health and Family Services when the student is committed to the Cabinet [or when the Cabinet is granted custody of the student](#) by a court order. In such case, the student's parent shall be notified at the earliest opportunity [except as otherwise provided by a court order or law](#).²

Dismissal from School**EXCEPTIONS (CONTINUED)**

When custody of a student is granted to the Cabinet by a court order as a result of dependency, neglect, or abuse, the Cabinet shall notify the Principal, Assistant Principal, or Guidance Counselor of the names of persons authorized to contact the child at school or remove the child from school grounds.

The notification shall be provided to the school by the Cabinet:

- a) Verbally and documented in writing by the Principal, Assistant Principal, or Guidance Counselor 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. The 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 written document within ten (10) calendar days following a change of custody or change in contact or removal authority.

In addition, the Board authorizes emergency release of students for illness or other bona fide reasons, as determined by the Principal/designee.

REFERENCES:

¹KRS 2.015

²OAG 85-134; OAG 92-138

KRS 620.146

702 KAR 7:125

RELATED POLICIES:

09.12311; 09.227; 09.3; 09.31; 09.43
09.434; 10.5

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LEGAL: SB 17 ALLOWS STUDENTS TO EXPRESS RELIGIOUS OR POLITICAL VIEWS.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.13

Equal Educational Opportunities

It is the intent of the Board that equal educational opportunities be provided in full compliance with state and federal legal requirements.

DISCRIMINATION PROHIBITED

No pupil shall be discriminated against because of race, color, national or ethnic origin, age, religion, sex, political affiliation, veteran status, or disability¹. In addition, the District does not discriminate on the basis of sexual orientation or gender identity.

STUDENTS WITH DISABILITIES

The District shall provide a free, appropriate public education to each qualified student with a disability, as defined by law, within its jurisdiction.

The District shall operate its programs in accordance with the policies and District procedures addressing requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

Parents of students who have a temporary or permanent disability may request the District to provide appropriate accommodations necessary for them to participate in instructional and extracurricular activities, as required by law. Students who are at least eighteen (18) years of age may submit their own requests.

Permanent alterations of buildings and grounds shall be made in compliance with Policy 05.11.

STUDENT RELIGIOUS ACTIVITIES OR POLITICAL EXPRESSION

The District shall observe the rights of students to voluntarily engage in religious activities, ~~or~~ Students may express religious or political viewpoints while at school to the same extent and under the same circumstances as other permitted activities or expression. -as established by Consistent with the United States Constitutions of the United States and the Commonwealth of Kentucky and law, students shall be permitted to engage in these activities and express these viewpoints, provided they do not:

1. Infringe on the rights of the school to:
 - a. Maintain order and discipline;
 - b. Prevent disruption of the educational process; and
 - c. Determine education curriculum;
2. Harass other persons or coerce other persons to participate in the activity; or
3. Otherwise infringe on the rights of other persons.

Student complaints concerning possible violations of their religious rights shall be addressed in keeping with legal requirements. Their complaints shall be directed to the Principal, who shall investigate and take appropriate action within thirty (30) days of receipt of the written notification.

STUDENTS

09.13
(CONTINUED)

Equal Educational Opportunities

REFERENCES:

¹Bd. of Educ., etc. v. Rowley 102 S.Ct. 3034 (1982)
District special education policy and procedures manual
District 504 procedures
KRS 157.200; KRS 157.224; ~~KRS 157.226~~; KRS 157.230
KRS 157.350; KRS 158.183; KRS 160.295
Age Discrimination Act of 1975
Section 504 of Rehabilitation Act of 1973
Title VI of the Civil Rights Act of 1964
Title IX of the Education Amendments of 1972
Revised Sexual Harassment Guidance: Harassment of Students by School Employees,
Other Students, or Third Parties, Title IX
Vietnam Era Veterans Readjustment Assistance Act of 1974
Equal Education Opportunities Act of 1974
Americans with Disabilities Act (ADA)
Kentucky Education Technology System (KETs)
28 C.F.R. Section 35.101 et seq.

RELATED POLICIES:

03.113; 03.212
05.11
08.131
09.3211

LEGAL: THE BOARD MAY DESIGNATE A STUDENT'S ADDRESS AS DIRECTORY INFORMATION UNDER FERPA; HOWEVER, UNDER THE MCKINNEY-VENTO ACT, INFORMATION REGARDING A STUDENT'S LIVING SITUATION IS NOT CONSIDERED DIRECTORY INFORMATION. AS A RESULT, INFORMATION ABOUT A STUDENT'S LIVING SITUATION MUST BE PROVIDED THE SAME PROTECTIONS AS OTHER NON-DIRECTORY, PERSONALLY IDENTIFIABLE INFORMATION (PII) CONTAINED IN STUDENT EDUCATION RECORDS UNDER FERPA.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.14

Student Records

Data and information about students shall be gathered to provide a sound basis for educational decisions and to enable preparation of necessary reports.

PROCEDURE TO BE ESTABLISHED

The Superintendent shall establish procedures to promote effective notification of parents and eligible students of their rights under the Family Educational Rights and Privacy Act (FERPA) and to ensure District compliance with applicable state and federal student record requirements.

DISCLOSURE OF RECORDS

Student records shall be made available for inspection and review to the parent(s) of a student or to an eligible student on request. Legal separation or divorce alone does not terminate a parent's record access rights. Eligible students are those 18 years of age or older or those duly enrolled in a post-secondary school program. In general, FERPA rights pass to the eligible student upon either of those events. Parents may be provided access to the educational records of an eligible student 18 years old or older if the student is dependent under federal tax laws.¹

Upon written request, parents or eligible students may be provided copies of their educational records, including those maintained in electronic format, when necessary to reasonably permit inspection. Such copies shall be provided in a manner that protects the confidentiality of other students. A reasonable fee may be charged for copies.

District personnel must use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other parties to whom the District discloses personally identifiable information from education records.

In addition, considering the totality of the circumstances, the District may disclose information from education records to appropriate parties, including parents of eligible students, whose knowledge of the information is necessary to protect the health or safety of a student or another individual, if there is an actual, impending, or imminent articulable and significant threat to the health or safety of a student or other individual. In such instances, the basis for a decision that a health or safety emergency existed shall be recorded in the student's education records.

Authorized District personnel also may disclose personally identifiable information to the following without written parental consent:

- Officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll or is already enrolled, so long as the disclosure is for purposes related to the student's enrollment or transfer;
- Authorized representatives of a Kentucky state child welfare agency if such agency presents to the District an official court order placing the student whose records are requested under the care and protection of said agency. The state welfare agency representative receiving such records must be authorized to access the child's case plan.

Student Records**DISCLOSURE OF RECORDS (CONTINUED)**

- School officials (such as teachers, instructional aides, administrators, including health or medical staff and law enforcement unit personnel) and other service providers (such as contractors, consultants, and volunteers used by the District to perform institutional services and functions) having a legitimate educational interest in the information.

District and school officials/staff may only access student record information in which they have a legitimate educational interest.

Contractors, consultants, volunteers, and other parties to whom the District has outsourced services or functions may access student records provided they are:

- Under the District's direct control with respect to the use and maintenance of education records; and
- Prohibited from disclosing the information to any other party without the prior written consent of the parent/eligible student, or as otherwise authorized by law.

DISCLOSURE TO REPRESENTATIVES FOR FEDERAL OR STATE PROGRAM PURPOSES

Personally identifiable student information may be released to those other than employees who are designated by the Superintendent in connection with audit, evaluation, enforcement, or compliance activities regarding Federal or State programs. Such designation must be executed in writing with the authorized representative and specify information as required by 34 C.F.R. Part 99.35.

DUTY TO REPORT

If it is determined that the District cannot comply with any part of FERPA or its implementing regulations due to a conflict with state or local law, the District must notify the Family Policy Compliance Office (FPCO) within forty-five (45) days of the determination and provide the text and citation of the conflicting law.

DIRECTORY INFORMATION

The Superintendent/designee is authorized to release Board-approved student directory information. Approved "directory information" shall be: name, address, phone number, date and place of birth, student's school email address, major field of study, participation in officially recognized activities and sports, photograph/picture, grade level, weight and height of members of athletic teams, dates of attendance, degrees, honors and awards received, and most recent educational institution attended. Any eligible student or parent/guardian who does not wish to have directory information released shall notify the Superintendent/designee in writing within thirty (30) calendar days after receiving notification of FERPA rights.

[Information about the living situation of a student designated as homeless is not to be treated as directory information and is not to be disclosed unless prior written consent is given or unless the information meets one of FERPA's exceptions to required consent. The living situation is not considered directory information.](#)

Student Records**DIRECTORY INFORMATION (CONTINUED)**

The District allows for disclosure of directory information only to specific parties for specific purposes. Such limitations are specified in the student directory information notification.

Unless the parent/guardian or student who has reached age 18 requests in writing that the District not release such information, the student's name, address, and telephone number (if listed) shall be released to Armed Forces recruiters and institutions of higher education upon their request.

SURVEYS OF PROTECTED INFORMATION

The District shall provide direct notice to parents/guardian to obtain prior written consent for their minor child(ren) to participate in any protected information survey, analysis, or evaluation, if the survey is funded in whole or in part by a program of the U.S. Department of Education.

Parents/eligible students also shall be notified of and given opportunity to opt their child(ren) out of participation in the following activities:

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

Parents/eligible students may inspect, upon written request and prior to administration or use, materials or instruments used for the collection, disclosure, or use of protected information.

PPRA requirements do not apply to evaluations administered to students in accordance with the Individuals with Disabilities Education Improvement Act (IDEIA).

STUDENTS WITH DISABILITIES

The District's special education policy and procedures manual shall include information concerning records of students with disabilities.

RECORDS RELEASE TO JUVENILE JUSTICE SYSTEM

Once a complaint is filed with a court-designated worker alleging that a child has committed a status offense or public offense, schools shall provide all records specifically requested in writing, and pertaining to that child to any agency that is listed as part of Kentucky's juvenile justice system in KRS 17.125 if the purpose of the release is to provide the juvenile justice system with the ability to effectively serve, prior to adjudication, the needs of the student whose records are sought. The authorities to which the data are released shall certify that any educational records obtained pursuant to this section shall only be released to persons authorized by statute and shall not be released to any other person without the written consent of the parent of the child. The request, certification, and a record of the release shall be maintained in the student's file.

Student Records**JUVENILE COURT RECORDS**

Records or information received on youthful or violent offenders shall not be disclosed except as permitted by law. When such information is received, the Superintendent shall notify the Principal of the school in which the child is enrolled. The Principal shall then release the information as permitted by law. Only the Superintendent and school administrative, transportation, and counseling personnel or teachers or other school employees with whom the student may come in contact, shall be privy to this information, which shall be kept in a locked file when not in use and opened only with permission of the administrator. Notification in writing of the nature of offenses committed by the student and any probation requirements shall not become a part of the child's student record.²

RECORDS OF MISSING CHILDREN

Upon notification by the Commissioner of Education of a child's disappearance, the District in which the child is currently or was previously enrolled shall flag the record of such child in a manner that whenever a copy of or information regarding the child's record is requested, the District shall be alerted to the fact that the record is that of a missing child. Instead of forwarding the records of a child who has been reported missing to the agency, institution, or individual making the request, the District shall notify the Justice Cabinet.

COURT ORDER/SUBPOENA

Prior to complying with a lawfully issued court order or subpoena requiring disclosure of personally identifiable student information, school authorities shall make a documented effort to notify the parent or eligible student. In compliance with FERPA, notice to the parent is not required when a court order directs that disclosure be made without notification of the student or parent, or when the order is issued in the context of a dependency, neglect, or abuse proceeding in which the parent is a party. If the District receives such orders, the matter(s) may be referred to local counsel for advice.

REFERENCES:

¹Section 152 of the Internal Revenue Code of 1986

²KRS 158.153; KRS 610.320; KRS 610.340; KRS 610.345

KRS 7.110; KRS 15A.067; KRS 17.125; KRS 158.032; KRS 159.160; KRS 159.250
KRS 160.990; KRS 161.200; KRS 161.210; KRS 365.732; KRS 365.734; KRS 600.070
702 KAR 1:140; 702 KAR 3:220

20 U.S.C. 1232g et seq., 34 C.F.R. 99.1 - 99.67

20 U.S.C. 1232h (Protection of Pupil Rights Amendment); 34 C.F.R. 98

OAG 80-33; OAG 85-130; OAG 85-140; OAG 86-2; OAG 93-35

Kentucky Family Educational Rights and Privacy Act (KRS 160.700; KRS 160.705

KRS 160.710; KRS 160.715; KRS 160.720; KRS 160.725; KRS 160.730)

Individuals with Disabilities Education Improvement Act of 2004

Kentucky Education Technology System (KETS)

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

[42 U.S.C. 11431 et seq. \(McKinney-Vento Act\)](#)

RELATED POLICIES:

09.111; 09.12311; 09.43

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LEGAL: AMENDMENTS TO FEDERAL (7 C.F.R. PART 210) AND STATE (702 KAR 6:090) FOOD AND NUTRITION REGULATIONS ADDRESS WELLNESS PLANS AND FOOD DISTRIBUTION AND MARKETING.

FINANCIAL IMPLICATIONS: POSSIBLE COST WITH RENEGOTIATED MARKETING CONTRACTS

NOTE: PER GUIDANCE FROM KDE, IN ORDER FOR K-5 SCHOOLS TO COUNT RECESS AS INSTRUCTIONAL TIME IN ACCORDANCE WITH KRS 160.345 (30 MINUTES/DAY OR 150 MINUTES/WEEK) AND ALSO IN COMPLIANCE WITH THE SCHOOL CALENDAR REGULATION, 702 KAR 7:140 (5), ALL OF THE FOLLOWING CRITERIA MUST BE MET: STUDENT LEARNING OBJECTIVES FOR RECESS ACTIVITIES ARE ALIGNED TO THE KENTUCKY ACADEMIC STANDARDS (PRACTICAL LIVING) AND EVIDENCED VIA LESSON PLANS; AS WITH INSTRUCTIONAL TIME FOR OTHER CONTENT AREAS, RECESS, WHEN BEING COUNTED AS INSTRUCTIONAL TIME, CANNOT BE WITHHELD OR TAKEN AWAY AS A FORM OF PUNISHMENT. SCHOOLS HAVE THE OPTION OF SCHEDULED RECESS TIME OUTSIDE OF THE SCHOOL CALENDAR/INSTRUCTIONAL TIME. IT IS AT THE DISCRETION OF THE DISTRICT OR SCHOOL LEVEL WELLNESS POLICY ON DETERMINATION OF APPROPRIATE PRACTICES AROUND NON-INSTRUCTIONAL TIME RECESS BEING WITHHELD OR BEING TAKEN AWAY AS PUNISHMENT. RECESS MEETING THE ABOVE CRITERIA DOES NOT REPLACE PHYSICAL EDUCATION CLASSES OR COMPETE WITH THE PERMITTED 30 MINUTES/DAY OR 150 MINUTES/WEEK IN KRS 160.345. PHYSICAL EDUCATION STANDARDS WITHIN KENTUCKY'S PRACTICAL LIVING EXPECTATIONS PROMOTE SEQUENTIAL INSTRUCTION TO ENHANCE THE DEVELOPMENT OF PHYSICAL LITERACY VIA MOTOR SKILLS, MOVEMENT CONCEPTS, AND PHYSICAL FITNESS. RECESS, EITHER COUNTED AS INSTRUCTIONAL TIME OR NOT, IS AN OPPORTUNITY TO ALLOW STUDENTS TO PRACTICE AND DEMONSTRATE THOSE ACQUIRED PHYSICAL LITERACY SKILLS.

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STUDENTS

09.2

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Student Wellness

The health and safety of pupils shall be a priority consideration in all Board decisions.

The Board is committed to providing school environments that promote and protect student health, well-being, and ability to learn by supporting healthy eating and physical activity. To this end, the Board supports school efforts to implement the following:

- To the maximum extent practicable, schools will participate in available federal school meal programs.
- Schools will provide and promote nutrition education and physical education to foster lifelong habits of healthy eating and physical activity and will establish linkages between health education, school meal programs, and related community services.
- All schools containing grades K-5 or any combination thereof, shall develop and implement an individual wellness policy per KRS 160.345 and Board Policy 02.4241.

~~NUTRITION PROMOTION AND EDUCATION, PHYSICAL ACTIVITY, AND OTHER SCHOOL-BASED ACTIVITIES~~

WELLNESS LEADERSHIP

THE SUPERINTENDENT/DESIGNEE WILL DIRECT DISTRICT OFFICIALS ("WELLNESS LEADERSHIP GROUP") TO MONITOR COMPLIANCE WITH THIS AND RELATED POLICIES. AT THE SCHOOL LEVEL, THE PRINCIPAL/DESIGNEE WILL MONITOR COMPLIANCE WITH THOSE POLICIES IN HIS/HER SCHOOL AND WILL REPORT ON THE SCHOOL'S COMPLIANCE AS DIRECTED BY THE SUPERINTENDENT/DESIGNEE.

The wellness leadership group shall work to encourage and support all students to be physically active on a regular basis as provided by school/council policy. Each school shall review and consider evidence-based strategies ~~to~~ to set measurable goals in providing nutrition education and engaging in nutrition promotion to positively influence lifelong eating behaviors.

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Student Wellness**WELLNESS LEADERSHIP (CONTINUED)**

Suggested language may include goals related to activities and opportunities:

- offered at each grade level as part of a sequential, comprehensive, standards-based program designed to provide students with the knowledge and skills necessary to promote and protect their health;
- offered as not only part of health education classes, but also classroom instruction in subjects, such as math, science, language arts, social sciences, and elective subjects;
- that include enjoyable, developmentally appropriate, and culturally relevant participatory activities, such as contests, promotions, taste testing events, and farm visits;
- that promote fruits, vegetables, whole grain products, low-fat and fat-free dairy products, healthy food preparation methods, and health-enhancing nutrition practices;
- that emphasizes caloric balance between food intake and energy expenditure (physical activity/exercise);
- that link with school meal programs, other school foods, and nutrition-related community services; and
- that provide all students with opportunities, support, and encouragement to be physically active on a regular basis as provided by school/council policy. Schools with K-5 organization, or any configuration thereof, shall include in their wellness policy, moderate to vigorous physical activity each day in accordance with KRS 160.345 and Board Policy 02.4241; and
- that teach media literacy with an emphasis on food marketing; and includes training for teachers and other staff.

PHYSICAL ACTIVITY AND PHYSICAL EDUCATION

- Each school council of a school containing grades K-5 or any combination thereof, or if there is no school council, the Principal, shall develop and implement a wellness policy that includes moderate to vigorous physical activity each day and encourages healthy choices among students consistent with KRS 160.345 and Board Policy 02.4241.

DISTRICT WELLNESS PLAN/PUBLIC AND STAFF INPUT

The District shall ~~form a District Wellness Committee and~~ actively seek to engage students, parents, physical and/or health education teachers, school food service professionals, school health professionals, school board members, school administrators, and other interested community members in developing, implementing, monitoring, and reviewing this ~~Policy~~ and in providing input on the District Wellness Plan.

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Student Wellness**DISTRICT WELLNESS PLAN/PUBLIC AND STAFF INPUT (CONTINUED)**

The District shall permit community participation in the student wellness process by:

- Making a nutrition and physical activity report to be prepared by the School Nutrition Director available to the public on the District website no later than sixty (60) days prior to the public forum covered in KRS 158.156. (702 KAR 6:090)
- Discussing the findings of the nutrition report and physical activity report and seeking public comments during a publicly advertised special Board meeting or at the next regularly scheduled Board meeting following the release of the nutrition and physical activity reports.
- Holding an advertised public forum by January 31 of each year, to present a plan to improve the school nutrition and physical activities in the District in accordance with KRS 158.856.

The Superintendent shall submit the wellness plan that includes a summary of the findings and recommendations of the nutrition and physical activity report as required by May 1 of each year to the Kentucky Department of Education (KDE).

The Wellness Plan submitted to KDE District shall measure and make available to the public once every three (3) years at a minimum, the content and progress of implementation of its school wellness efforts. The report shall include include within the findings and recommendations the following:

1. Extent to which the District is in compliance with this pPolicy;
2. A comparison of how the District measures up to model wellness policies provided by recognized state and national authorities; and
3. A description of the measurable progress made towards reaching goals of the District wellness policy and addressing any gaps identified in the wellness report for the previous year.

RECORDKEEPING

The District and each school in the District shall maintain the following records:

- A copy of the written wellness policy or plan;
- Documentation on how the policy and assessments are made available to the public;
- The most recent assessment of implementation of the policy;
- Documentation of efforts to review and update the policy, including who was involved in the process and how stakeholders were made aware of their ability to participate; and
- Documentation demonstrating compliance with annual public notification* requirements and annual reporting to the KDE.

NUTRITION GUIDELINES FOR ALL FOODS

Each school is to follow minimum federal and state nutrition standards.

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Student Wellness**STANDARDS FOR ALL FOODS AND BEVERAGES SOLD TO STUDENTS**

Qualified child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; will accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

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STANDARDS FOR ALL FOODS AND BEVERAGES PROVIDED BUT NOT SOLD TO STUDENTS

- When possible, rewards given to students shall be other than food/beverage items. When food/beverage items are used as rewards, such items shall comply with nutritional guidelines set out in 7 C.F.R 210.11 and 702 KAR 6:090.
- Foods and beverages provided in school, but not made available for sale, shall meet standards outlined in the schools' individual wellness plan (if applicable) and will not conflict with District Policy.

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FOOD AND BEVERAGE MARKETING

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All marketing on the school campus during the school day shall be of only those foods and beverages that meet the nutrition standards of the Smart Snack in School Nutrition Standards (7 C.F.R 210.11 and 702 KAR 6:090).

SCHOOL WELLNESS PLANS

After reviewing guidelines set out in District Policy 09.2, each school shall develop a Wellness Plan detailing how those guidelines shall be incorporated in the school.

EVALUATION AND ENFORCEMENT**Leadership:**

The Superintendent/designee will monitor compliance with this and related policies. At the school level, the Principal/designee will monitor compliance with those policies in his/her school and will report on the school's compliance as directed by the Superintendent/designee.

The District shall form a District Wellness Committee and actively seek to engage students, parents, physical and/or health education teachers, school food service professionals, school health professionals, school board members, school administrators, and other interested community members in developing, implementing, monitoring, and reviewing this policy.

Annual Progress Report:

The District shall inform and update the public annually on the content and progress of implementation of its school wellness efforts. The report shall include:

1. The District website and/or other information on how the public can access copies of school and District Wellness Policies;
1. A summary of each school's wellness events and/or activities;
2. A description of each school's progress in meeting the school wellness goals;
3. Contact information for the leader(s) of the Wellness Committee; and
4. Information on how individuals can get involved.

Student Wellness**ASSESSMENT**

~~The District shall measure and make available to the public once every three (3) years at a minimum, the content and progress of implementation of its school wellness efforts. The report shall include:~~

- ~~4. Extent to which the District is in compliance with this policy;~~
- ~~5. A comparison of how the District measures up to model wellness policies provided by recognized state and national authorities; and~~
- ~~6. A description of the measurable progress made towards reaching goals of the District wellness policy and addressing any gaps identified in the wellness report for the previous year.~~

REFERENCES:

KRS 158.850; KRS 158.854

[KRS 160.290](#)

702 KAR 6:090

P. L. 111-296

7 C.F.R. Part 210

7 C.F.R. Part 220

U. S. Dept. of Agriculture's Dietary Guidelines for Americans

Fayette County Public School District's Wellness Plan on Nutrition and Physical Activity

RELATED POLICIES:

02.4241;~~;~~ 07.1;~~;~~ 07.111;~~;~~ 07.12;~~;~~ [08.1346](#)

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LEGAL: KRS 620.030 REQUIRES TEACHERS, SCHOOL ADMINISTRATORS, OR OTHER SCHOOL PERSONNEL WHO KNOW OR HAVE REASONABLE CAUSE TO BELIEVE THAT A CHILD UNDER 18 IS DEPENDENT, ABUSED OR NEGLECTED, OR IS A VICTIM OF HUMAN TRAFFICKING TO REPORT IT TO LAW ENFORCEMENT.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 309 CREATES NEW SECTIONS OF KRS 209A THAT REQUIRE REPORTING ACTS OF DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE TO A LAW ENFORCEMENT OFFICER UPON THE REQUEST OF THE VICTIM. IN ADDITION, IF IT IS THE BELIEF OF THE PROFESSIONAL THAT THE DEATH OF A VICTIM WITH WHOM THEY HAVE HAD A PROFESSIONAL INTERACTION IS RELATED TO DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE, THAT MUST BE REPORTED.

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.

STUDENTS

09.2211
(CONTINUED)

Employee Reports of Criminal Activity

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.

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 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
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: KRS 620.030 REQUIRES TEACHERS, SCHOOL ADMINISTRATORS, OR OTHER SCHOOL PERSONNEL WHO KNOW OR HAVE REASONABLE CAUSE TO BELIEVE THAT A CHILD UNDER 18 IS DEPENDENT, ABUSED OR NEGLECTED, OR IS A VICTIM OF HUMAN TRAFFICKING TO REPORT IT AS REQUIRED BY LAW.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 33 CREATES A NEW SECTION OF KRS CHAPTER 620 REQUIRING THAT WHEN THE CABINET FOR HEALTH AND FAMILY SERVICES IS AWARDED CUSTODY OF AN ABUSED, NEGLECTED, OR DEPENDENT CHILD, IT MUST NOTIFY THE PRINCIPAL, ASSISTANT PRINCIPAL, OR GUIDANCE COUNSELOR OF THE NAMES OF PERSONS AUTHORIZED TO CONTACT OR REMOVE THE CHILD FROM SCHOOL GROUNDS. THE PRINCIPAL, ASSISTANT PRINCIPAL, OR GUIDANCE COUNSELOR MUST DOCUMENT WHEN THEY RECEIVE SUCH NOTIFICATION.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 524 AMENDED KRS 156.095 TO REQUIRE EACH SCHOOL TO PROMINENTLY DISPLAY THE NATIONAL HUMAN TRAFFICKING REPORTING HOTLINE NUMBER ADMINISTERED BY THE UNITED STATES DEPARTMENT FOR HEALTH AND HUMAN SERVICES.

FINANCIAL IMPLICATIONS: COST OF SIGNAGE

LEGAL: HB 253 CREATES A NEW SECTION OF KRS 620 WHICH WILL REQUIRE A SCHOOL TO PROVIDE THE CABINET ACCESS TO A CHILD SUBJECT TO AN INVESTIGATION WITHOUT PARENTAL CONSENT.

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 a dependent, abused or neglected child¹, or a victim of human trafficking 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 The school employee shall also inform the child guidance specialist or guidance counselor designated by the Principal of the suspected dependency, abuse, or neglect within two (2) school days of making the report. 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.

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 parent. ³ 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, Assistant Principal, or Guidance Counselor of the school in which the child is enrolled 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) Verbally and documented in writing by the Principal, Assistant Principal, or Guidance Counselor 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. The 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 written document within ten (10) calendar days following a change of custody or change in contact or removal authority.

The Principal, Assistant Principal, or Guidance Counselor shall document in writing when they have received the notification.

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; 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: CHANGES TO 702 KAR 7:065 ADD A REQUIREMENT THAT COACHES AT THE MIDDLE SCHOOL LEVEL OBTAIN AND MAINTAIN CPR CERTIFICATION AND PROVIDE DOCUMENTATION TO THE SCHOOL.

FINANCIAL IMPLICATIONS: COST OF TRAINING AND CERTIFICATION

LEGAL: HB 241 AMENDS KRS 160.445 TO PROHIBIT A STUDENT ATHLETE SUSPECTED OF SUFFERING A CONCUSSION FROM RETURNING TO PLAY PRIOR TO PASSING THE REQUIRED EVALUATION ADMINISTERED BY A PHYSICIAN OR LICENSED HEALTH CARE PROVIDER.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF HAVING LICENSED HEALTH CARE PROVIDER AT COMPETITIONS OR PRACTICES

STUDENTS

09.311

Safety (Athletics)

~~The Superintendent shall develop procedures to insure that the safety of the student shall be the first consideration.~~ District policy and procedures shall be developed to conform with statutory and regulatory requirements designed to protect the safety of the students in all athletic practices and events.

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SUPERVISION

All athletic practices and events shall be under the direct supervision of a qualified head or assistant coach employed by the District. For athletic trips, either a Level 1 or Level 2 Coach, as designated by the Kentucky High School Athletic Association (KHSAA), shall accompany and supervise students.²

TRAINING

All persons employed by the District as a coach for any interscholastic athletic activity or sport shall meet statutory and/or Board training requirements. Training shall include how to recognize the symptoms of a concussion and how to seek proper medical treatment for a person suspected of having a concussion.

In addition, at least one (1) person who has completed the required course shall be present at every interscholastic athletic practice and competition.¹

Paraprofessionals shall not serve as head coach for football or basketball.

~~Prior to assuming their duties, nonfaculty coaches/coaching assistants~~ Any middle or high school coach (head or assistant, paid or unpaid) shall successfully complete training provided as required by the District, the Kentucky Board of Education, the Kentucky High School Athletic Association, and state law and regulation. which This shall include, but not limited to, the following:

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- ~~1. Information on the physical and emotional development of students of the age with whom the nonfaculty coach and nonfaculty assistant will be working;~~
- ~~2. The District's and school's discipline policies;~~
- ~~5. Procedures for dealing with discipline problems; and~~

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~~Safety and first aid training.~~ safety and first aid training and providing the school documentation of successful completion of a C.P.R. course that includes the use of an automatic defibrillator and first aid training, conducted by an instructor or program approved by a college or university, the American Red Cross, American Heart Association, or other bona fide accrediting agency. Initial certification shall use in-person instruction with certification updated as required by the approving agency.⁴

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Safety (Athletics)**TRAINING (CONTINUED)**

Non-faculty coaches and non-faculty assistants shall complete District training that includes information on the physical and emotional development of students of the age with which they will be working, the District's and school's discipline policies, procedures for dealing with discipline problems, and safety and the first aid training. Follow-up training shall be provided annually.³

EMERGENCY ACTION PLAN

In keeping with rules established by Kentucky Board of Education (KBE) or the Kentucky High School Athletic Association (KHSAA), each school participating in interscholastic athletics shall develop and implement a venue-specific, written emergency action plan and submit annual written verification of the plan to the designated agency. The school plan shall be reviewed, distributed, posted, and rehearsed annually as provided in statute.¹

CONCUSSIONS

When an interscholastic coach, school athletic personnel, or contest official suspect that a student athlete has sustained a concussion during an athletic practice or competition, the student shall be removed from play and evaluated by a physician or licensed health care provider, as specified in statute, who shall determine if a concussion has occurred. Upon the completion of the required evaluation, the coach may return ~~The student may return~~ to play if it is determined that no concussion has occurred. If no physician or licensed health care provider is present to perform the required evaluation, the coach shall not return the student to play or participation in subsequent practices or athletic competitions until written clearance is provided.

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A student athlete deemed to be concussed shall not be permitted to participate in any athletic practice or competition occurring on the day of the injury or, unless a physician provides written clearance, participate in any practice or athletic competition held on a subsequent day.

MEDICAL EXAMINATION

Each student seeking eligibility to participate in any school athletic activity or sport must pass an annual medical examination performed and signed by a medical practitioner as required by law.³

The required physical examination and parental authorization shall include acknowledgement of receipt of information on the nature and risk of concussion and head injury, including the continuance of playing after concussion or head injury.¹

In addition, parents/guardians and students shall be notified of the hazards of each sport and both shall be required to sign a document to this effect.

REFERENCES:

¹KRS 160.445

²KRS 161.185

³KRS 156.070

4702 KAR 7:065

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RELATED POLICIES:

03.1161; 03.2141
09.36

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LEGAL: SB 17 ALLOWS STUDENTS TO EXPRESS RELIGIOUS OR POLITICAL VIEWS WHEN SPEAKING AT OFFICIAL EVENTS. THE STUDENT'S PREPARED REMARKS ARE NOT TO BE ALTERED BEFORE DELIVERY WITHOUT THE STUDENT'S CONSENT, EXCEPT IN A VIEWPOINT NEUTRAL MANNER.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.34

Student Publications and Speakers

SPONSOR PROVIDED

A designated faculty sponsor shall be provided for all student publications.

PRIOR SUBMISSION

Materials to be published shall be submitted to the sponsor and the Principal three (3) days before deadline.

The sponsor and the Principal shall have the right to edit all materials for legitimate educational reasons including, but not limited to, items which could be reasonably expected to create a material and substantial disruption of school activities or operations or which may cause harm to others.

APPEALS

The author may appeal in writing to the Principal the sponsor's decision. The Principal shall decide whether to accept or reject the material within three (3) days following receipt of the appeal.

A student or author may file a written appeal of the Principal's decision, based on the District's channel of appeals. (See Policy 09.4281)

STUDENT SPEAKERS

Selection of students to speak at official events shall be made in a viewpoint-neutral manner. If the prepared remarks of the student are reviewed by school personnel, the prepared remarks of the student shall not be altered prior to delivery, except in a viewpoint-neutral manner, unless requested by the student. However, student speakers shall not engage in speech that is, for example, obscene, vulgar, offensively lewd, or indecent. If the content of the student's speech is such that a reasonable observer may perceive affirmative institutional sponsorship or endorsement of the student speaker's religious or political viewpoint, the institution shall communicate, in writing, orally, or both, that the student's speech does not reflect the endorsement, sponsorship, position, or expression of the institution.

REFERENCES:

KRS 158.183

KRS 160.290

Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)

RELATED POLICIES:

08.11

09.426

09.4281

LEGAL: HB 309 CREATES NEW SECTIONS OF KRS 209A THAT REQUIRE REPORTING ACTS OF DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE TO A LAW ENFORCEMENT OFFICER UPON THE REQUEST OF THE VICTIM. IN ADDITION, IF IT IS THE BELIEF OF THE PROFESSIONAL THAT THE DEATH OF A VICTIM WITH WHOM THEY HAVE HAD A PROFESSIONAL INTERACTION IS RELATED TO DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE, THAT MUST BE REPORTED. THIS NEW LANGUAGE ALSO REQUIRES EDUCATIONAL MATERIAL BE PROVIDED IF THERE IS REASONABLE CAUSE TO BELIEVE THAT A VICTIM WITH WHOM THEY HAVE HAD A PROFESSIONAL INTERACTION IS RELATED TO DOMESTIC VIOLENCE AND ABUSE OR DATING VIOLENCE AND ABUSE.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF PRINTING MATERIALS

STUDENTS

09.425

Assault and Threats of Violence

For purposes of this policy, a “threat” shall refer to a communication made by any means, including, but not limited to, electronic and/or online methods.

PUPILS

Any pupil who threatens, assaults, batters or abuses another pupil shall be subject to appropriate disciplinary action, including suspension or expulsion.¹

SCHOOL PERSONNEL

Any pupil who threatens, assaults, batters or physically or verbally abuses a teacher or other school personnel shall be subject to appropriate disciplinary action¹ up to and including expulsion from school and/or legal action.

REMOVAL OF STUDENTS

School administrators, teachers, or other school personnel may immediately remove or cause to be removed threatening or violent students from a classroom setting or from the District's transportation system pending any further disciplinary action that may occur. Threatening or violent behavior shall include, but not be limited to:

1. Verbal or written statements or gestures by students indicating intent to harm themselves, others or property.
2. Physical attack by students so as to intentionally inflict harm to themselves, others or property.

The Principal shall be notified immediately of such removal.

Removal of students from a bus shall be made in compliance with 702 KAR 5:080.

Each school shall designate the site(s) to which employees may remove students from a classroom setting and the employee(s) who will supervise the student at the site.

When teachers or other personnel remove a student, they shall complete and submit a form to document the removal and the causes as soon as practicable. The Principal shall review the removal as soon as possible to determine if further disciplinary action is warranted or if the student is to be returned to the classroom.

REPORT TO LAW ENFORCEMENT AGENCY

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 assault resulting in serious physical injury, a sexual offense, kidnapping or each instance of assault involving the use of a weapon.

Assault and Threats of Violence**DOMESTIC/DATING VIOLENCE REPORTING AND EDUCATION**

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.

School personnel shall report to a law enforcement officer when s/he has a belief that the death of a victim with whom s/he has had a professional interaction is related to domestic violence and abuse or dating violence and abuse.

These reporting requirements covering domestic violence and abuse or dating violence and abuse do not relieve school personnel of the duty to report any known or suspected abuse, neglect, or dependency of a child pursuant to KRS 620.030. This separate reporting requirement covers abuse, neglect or dependency of a child committed or caused by a parent, guardian, other person exercising control or supervision, or a person in a position of authority or special trust.

If individual school personnel has reasonable cause to believe that a victim with whom s/he has had a professional interaction has experienced domestic violence and abuse or dating violence and abuse, s/he shall provide educational materials to the victim relating to such form(s) of abuse and including information on access to regional domestic violence programs or rape crisis centers and how to access protective orders. These materials shall be made available to school personnel in print form or on the web by the primary domestic violence, shelter, and advocacy service provider designated by the Cabinet for Health and Family Services to serve the school District's area.

NOTIFICATIONS

As soon as the Superintendent/designee confirms that a serious threat has been confirmed, designated personnel shall attempt to notify individual staff members and/or students who have been threatened and parents of students who are the subject of a threat. Such notification shall observe and comply with confidentiality requirements of applicable law including, but not limited to, state and federal Family Educational Rights and Privacy Act (FERPA) laws.

Any District employee assigned to work directly with, or who comes in contact with, a student with a documented history of physical abuse of a school employee or of carrying a concealed weapon on school property or at a school function, shall be notified in writing of the student's history by the Principal or designee, guidance counselor or other school official who has knowledge of the student's behavior prior to the assignment or contact.

REFERENCES:

¹KRS 158.150

KRS 158.154; KRS 160.290

KRS 161.155; KRS 161.190; KRS 161.195

KRS 209A.020; KRS 209.160

KRS 209A.100; KRS 209A.110; KRS 209A.130

KRS 211.160; KRS 403.720; KRS 456.010

KRS 508.025; KRS 508.075; KRS 508.078; KRS 525.080; KRS 620.030

702 KAR 5:080

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STUDENTS

09.425
(CONTINUED)

Assault and Threats of Violence

RELATED POLICIES:

03.123; [03.13253](#); 03.223; [03.23253](#); 05.48; 06.34
09.14; 09.2211; 09.422

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RECOMMEND: THE 2013 GENERAL ASSEMBLY AMENDED KRS 159.010 TO ALLOW DISTRICTS TO SET THE DROP-OUT AGE AT 18 NO LATER THAN THE 2017-2018 SCHOOL YEAR. BEGINNING WITH THE 2017-2018 SCHOOL YEAR, DRIVER'S LICENSE REVOCATION WILL ONLY APPLY TO THOSE WHO ACCUMULATE NINE (9) UNEXCUSED ABSENCES FOR THE PRECEDING SEMESTER.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.4294

Driver's License Revocation

Students who are sixteen (16) or seventeen (17) years old who become academically deficient or deficient in attendance shall be reported to the Transportation Cabinet for driver's license, permit or driving privilege revocation.¹

ACADEMIC AND ATTENDANCE DEFICIENCIES

Academic and attendance deficiencies for students age sixteen (16) or seventeen (17) enrolled in regular, alternative, part-time, and special education programs shall be defined as follows:

1. They shall be deemed academically deficient if they have not received passing grades in at least four (4) courses, or the equivalent of four (4) courses, taken in the preceding semester.
2. They shall be deemed deficient in attendance when they ~~drop out of school or~~ accumulate nine (9) unexcused absences for the preceding semester. Suspensions shall be considered unexcused absences.

REINSTATEMENT OF DRIVING PRIVILEGE

Students whose driving permits are revoked, but later meet the statutory standards for reinstatement, must then apply to the Director of Pupil Personnel to have their standing confirmed. The District shall make the required report to the appropriate agency.

REFERENCES:

¹KRS 159.051, KRS 186.470
601 KAR 13:070; ~~704 KAR 7:050~~
~~Student Discipline Guidelines~~
-OAG 77-419

RELATED POLICIES:

08.221
09.123

SB 17 AMENDS KRS 158.153 TO REQUIRE THAT BOARDS OF EDUCATION PROVIDE RELIGIOUS AND POLITICAL ORGANIZATIONS EQUAL ACCESS TO PUBLIC FORUMS ON THE SAME BASIS AS NONRELIGIOUS AND NONPOLITICAL ORGANIZATIONS.
FINANCIAL IMPLICATIONS: COSTS OF USING FACILITIES

DRAFT 5/9/17

COMMUNICATIONS/COMMUNITY RELATIONS

10.4

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Advertising in the Schools

DEFINITIONS

Commercial advertising - Includes any communication describing a business or service other than the legal name of the business.

Advertising materials - Include coupons, buy-one/get-one-free offers, descriptive brochures or printed materials, discounts or any other promotional items that do not benefit the holder without cost.

COMMERCIAL ADVERTISING

Commercial advertising to promote products or services in the facilities or on the grounds of school property may be allowed only with prior written approval of the Principal/site administrator, who shall forward a copy of each approval/denial to the appropriate school director.

In considering each request, the Principal/site administrator shall determine if the advertisement detracts from the use of instructional time and is age-appropriate for students. Such determination shall follow review standards that prohibit language or depictions that:

- Contain profanity or obscenity;
- ~~Are political advertisements;~~
- Promote violence or substances or activities illegal for minors; and/or
- Contain racial, ethnic, religious, sexual or handicap slurs, or any gang-associated affiliation.

Placement of commercial advertisements on school property, such as banners and signage, shall be in keeping with Policy 05.11 and accompanying procedures.

Funds received for approved projects involving advertising on school property shall be deposited to the school's internal account or may be retained by a school-related booster group that is sponsoring the activity as a fund-raising event.

EXCEPTION

Nothing herein shall be construed to prevent advertising in publications which are published by student organizations, PTA/PTSA, booster club, or other parent groups..

SOLICITATIONS

Salesmen, representatives, or agents shall not solicit or contact pupils, teachers, or other employees in the school buildings or on school grounds without prior approval. (Please refer to Policy 10.5.)

Due to passage of SB17 as it pertains to political activities, this policy needs to be reviewed by board counsel.

Advertising in the Schools**EXCEPTIONS FOR BENEFIT MATERIALS**

Provided they are approved by the Financial Services Department of Employee Benefits materials that promote Board-sponsored employee benefits and educate employees concerning them may be distributed in school facilities and on the grounds of school property, and advertised through Fayette County Public Schools' internal communications channels. Approved materials will always come through the Financial Services Department of Employee Benefits; schools and departments should not distribute materials received directly from vendors.

FUND-RAISING PROGRAMS

Sales representatives promoting fund-raising projects shall complete a form provided by the Superintendent's designee. Information pertaining to approved vendors and their product(s) shall be posted on the District's fund-raising site. Should principals or school groups become interested in a fund-raising program, they may contact the appropriate sales representative directly. Schools may only conduct fundraisers with approved vendors who have registered with the District.

DISTRIBUTION OF NON-SCHOOL MATERIALS

Distribution of announcements and informational materials that are outside District initiatives, school or youth-related programming announcements and educational materials that assist families and support public education to all students in the District may be approved on a case-by-case basis by the Superintendent/designee.

Such information may be denied based on any of the following criteria:

1. It is from a for-profit organization/individual (there is monetary benefit for this organization/individual);
2. Its sole function is for fundraising for an activity which is not a school- supported activity;
- ~~3. It is for political campaigning purposes;~~
- ~~4. It is lobbying;~~
- ~~5.3.~~ It is advertising anything that is non-compliant with Board policy;
- ~~6.4.~~ Its content interferes with or undermines the instructional goals and mission of the District;
- ~~7.5.~~ It threatens serious disruption or interference with a school or school- sponsored activity;
- ~~8.6.~~ It does not promote a youth-related activity or event serving the students of the District;
- ~~9.7.~~ It promotes the use of illegal drugs, alcohol or tobacco;
- ~~10.8.~~ It promotes illegal activity for minors or violation of school rules;
- ~~11.9.~~ It is obscene or pornographic;

Advertising in the Schools

DISTRIBUTION OF NON-SCHOOL MATERIALS (CONTINUED)

- ~~42-10.~~ It contains words, symbols or images that are lewd, obscene or indecent;
- ~~43-11.~~ It promotes hostility, disorder or violence;
- ~~44-12.~~ It attacks or denigrates ethnic, racial, religious or gender groups;
- ~~45-13.~~ It promotes illegal discrimination;
- ~~46-14.~~ It is libelous or defames any person or organization;
- ~~47-15.~~ It violates a copyright;
- ~~48-16.~~ It uses any District or school logo without prior approval;
- ~~49-17.~~ It fails to clearly identify the sponsoring organization or agency and provide a means of contact (i.e., telephone number, email, web address) for interested parties to obtain further information directly from the sponsor;
- ~~20-18.~~ It fails to clearly include the following disclaimer, which must be in no smaller than 18 point boldface type. "Fayette County Public Schools neither endorses nor sponsors the organization or activity promoted in this document."

REFERENCES:

KRS 158.183; KRS 158.190
OAG 68-452

RELATED POLICIES:

04.312
05.11
09.33
10.1
10.5

LEGAL: THE OFFICE OF CIVIL RIGHTS REQUIRES DISTRICT WEBSITES TO BE ACCESSIBLE TO THOSE WITH DISABILITIES.

FINANCIAL IMPLICATIONS: COST OF CONDUCTING WEBSITE AUDIT FOR COMPLIANCE AND PROGRAMMING COSTS

COMMUNICATIONS/COMMUNITY RELATIONS

10.5

Visitors to the Schools

To ensure that school personnel are aware of the presence of visitors, visits to classrooms shall be scheduled in advance unless authorized by the Principal/designee and all visitors must report immediately to the school front office upon entering the school and identify themselves as well as their purposes for visiting.

Communications between home and school must be an integral part of the educational process if students are to achieve the greatest educational success. Therefore, parents, guardians, and family members are welcomed and encouraged to visit their child's school, under the following guidelines:

1. Visits must not interrupt the instructional program for students, i.e., teaching, testing, etc.
2. Visits should be scheduled in advance with the teacher and/or Principal.
3. Visits must be reasonable in length and frequency.
4. Visits should be related to the need(s) of the child.
5. All visitors shall follow school check-in/check-out procedures.

REGISTRANTS

No registrant, as defined in KRS 17.500, nor any person residing outside of Kentucky who would be required to register under KRS 17.510 if the person resided in Kentucky, shall be on the clearly defined grounds of a District school, except with the advance written permission of the Principal or the Board that has been given after full disclosure of the person's status under KRS 17.510 as a registrant or sex offender from another state and all registrant information as required in KRS 17.500.

A registrant is defined as:

1. Any person eighteen (18) years of age or older at the time of the offense or any youthful offender, as defined in KRS 600.020, who has committed:
 - a. A sex crime; or
 - b. A criminal offense against a victim who is a minor; or
2. Any person required to register under KRS 17.510; or
3. Any sexually violent predator; or
4. Any person whose sexual offense has been diverted pursuant to KRS 533.250, until the diversionary period is successfully completed.

A registrant who is the parent/legal guardian, or the person designated by the parent/legal guardian to have access to a student, must request and receive prior permission from the Principal to come onto school grounds. The Principal shall determine whether the requesting registrant is permitted to come onto school grounds for the following reasons:

1. To pick up or drop off their child each day.
2. To pick up their child in the event of injury or illness.
3. To confer with school staff concerning academic, disciplinary or placement issues involving the student, including matters required by federal or state law.

Visitors to the Schools**REGISTRANTS (CONTINUED)**

4. To attend a school activity or student performance, including athletic practices and competition, in which the student is a participant.
5. To vote when the school has been designated as a polling place.

Depending on the facts of the particular request, the Principal's response options may include, but are not be limited to the following:

- Requiring the registrant to provide additional information needed;
- Specifying check-in and check-out requirements;
- Requiring the registrant to be directly supervised by an individual designated by the Principal while on school grounds;
- Restricting the registrant to a designated location on school grounds;
- Limiting the time the registrant will be permitted to be on school grounds; and
- Denying the request to come onto school grounds.

The Principal shall notify the Superintendent/designee of each request from a registrant and the response made to the registrant. If questions arise about a request, the Principal shall consult with the Superintendent concerning requests from registrants, and the Superintendent may seek further advice from legal counsel.

For all other reasons and for all individuals making a request other than parent/legal guardian/designee, the Principal shall consult with the Superintendent as the executive agent of the Board before making a final determination.

CONDUCT/PROHIBITION ON RECORDING

All visitors to the schools must conduct themselves so as not to interfere with the daily operation of the school program. (Please refer to Policy 10.21.)

Due to privacy concerns, and except for emergency situations, personally owned recording devices are not to be used to create video or audio recordings or to take pictures except with prior permission from the Principal/designee and the affected individual(s).

An exception may be made for events considered to be in the public arena (e.g. sporting events, academic competitions, or performances to which the general public is admitted) where the activity does not materially disrupt the event, prevent others from observing the event, or otherwise violate legal rights. School social events for students, activities sponsored by student clubs, and activities during the school day that are not open to the public are not considered to be in the public arena.

Such devices include, but are not limited to, personal cell phones and tablets.

TOBACCO PRODUCTS PROHIBITED

Tobacco use and use of electronic cigarettes are prohibited twenty-four (24) hours a day, seven (7) days a week, inside Board-owned buildings or vehicles, on property of Fayette County Public Schools, and during school-related student trips.

Visitors to the Schools**ACCOMMODATION**

Visitors with disabilities shall be accommodated as required by law. Individuals requesting accommodation shall contact the District ADA/504 Coordinator or site administrator for assistance and guidance. Accommodations may include, but are not limited to, the following considerations:

- Effective communication
- Event ticket sales accommodation
- Companion seating at events
- Use of power driven mobility devices
- Use of service animals

The District shall notify the public of any requirements and/or deadline for requesting such accommodation.

WEBSITE ACCESSIBILITY

The District is committed to ensuring accessibility of its website for students, parents, and members of the community with disabilities. All pages on the District's website will conform to the W3C WAI's Web Content Accessibility Guidelines (WCAG) 2.0, Level AA conformance, or updated equivalents.

Under District developed administrative procedures, students, parents, and members of the public may present a complaint regarding a violation of the Americans with Disabilities Act (ADA), Section 504 related to the accessibility of any official District web presence which is developed by, maintained by, or offered through the District or third party vendors and open sources.

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REFERENCES:

KRS 17.545; KRS 17.500; KRS 17.510
 KRS 160.380; KRS 211.394, KRS 211.395; KRS 600.020; KRS 620.146
 OAG 91-13
 P. L. 114-95, (Every Student Succeeds Act of 2015)
29 U.S.C. 794, Rehabilitation Act of 1973, (Section 504)
42 U.S.C. 2000, Civil Rights Act of 1964, Titles VI and VII
42 U.S.C. 12101 et seq., Americans with Disabilities Act
Section 504 of the Rehabilitation Act of 1973

RELATED POLICIES:

01.1; 03.113; 03.162; 03.1327; 03.212; 03.2327; 03.262
05.3; 05.31; 09.14; 09.1231; 09.227; 09.3211; 09.4232; 09.426; 09.42811
10.2; 10.21; 10.4

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

MEETING: Regular

DATE: 7/24/2017

TOPIC: Standards-based Grading-Bryan Station

PREPARED BY: James McMillin and Catherine Vannatter

Recommended Action on: 7/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to continue the waiver for Standards-Based Grading and present the changes going forward at BSHS for their novice reduction plan. This includes a new grading scale and eliminating the D from their grading scale.

Background/Rationale: BSHS started the journey of Standards-based grading in 15-16 and that work continued last year after presenting to the board and being granted a waiver. Our work continues and we will review what we have done and the direction we are going to improve teaching and learning and to truly make sure that grades communicate what a student knows, understands and/or is able to do.

Policy: CURRICULUM AND INSTRUCTION 08.221

Fiscal Impact: None

Attachments(s): A SHORT PowerPoint will be provided

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Grading at BSHS

10 Non-Negotiables for Grading

- 1) We will not include student behaviors in grades.
- 2) We will not allow a student's attendance (or lack thereof) to determine his or her grades.
- 3) We will not deduct points for work submitted late.
- 4) We will not assign zeroes for missing work.
- 5) We will not punish cheating using grades.
- 6) We will not give extra credit.
- 7) We will not assign students group grades.
- 8) We will use only standards (what the law says we should teach) and learning targets (what students should know/be able to do) to assign grades.
- 9) We will use only summative assessments—quizzes, tests, projects, essays completed after teaching has occurred—to determine a student's grade.
- 10) We know that learning takes time, so we will use a student's most recent performance to determine his or her grades. This means that re-teaching and/or additional practice will occur before a student can re-attempt to demonstrate knowledge and skills.

Check out Mr. McMillin's YouTube channel for helpful videos: <https://youtu.be/YGI6IC0KLU0>.



Why did BSHS change grading practices?

- *We want grades to reflect what a student knows, understands, and can do.*

What does it mean if a student has an I?

- *An I equals "Incomplete." This means that the student has not completed an assignment or assessment. It could also mean that a student has not completed enough of an assignment or assessment for a teacher to evaluate learning.*

What should I do if my student has test anxiety or does not do well on assessments?

- *We value student learning. This means that a student has many chances to re-assess on what he or she missed or misunderstood. Students will not simply retake the same assessment but may complete additional practice then take another assessment, receive before or after school tutoring, or even try again with a different type of assessment (discussion versus essay, for example).*

What should I do if I have questions?

- *Please do not hesitate to contact your student's teacher directly via phone or email. You can find this information on the website (www.bshs.fcps.net) under the "Staff" tab then "Directory." You can also call or email Catherine Vannatter (859-381-3308, x4024; catherine.vannatter@fayette.kyschools.us) with questions and/or concerns.*

Tips for Students and Families



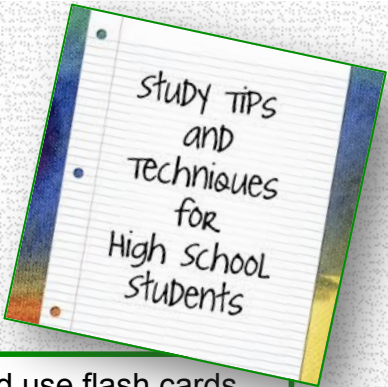
TUTORING

Extended School Services

- Mondays and Wednesdays
- 3:30 – 5:00 p.m.
- library
- city bus tokens available

Morning Help

- every morning
- 7:55 – 8:20 a.m.
- get a pass from a teacher
- sign-in at room 180



Study tips and techniques for High School students

- make and use flash cards
- review notes by rereading them and highlighting, underlining, or circling key ideas
- review study guides and highlight, underline, or circle key ideas
- teach a friend or family member what you know
- study a little every day
- use Quizlet (free app for digital flash cards)
- get free live tutoring and homework help online (lexpublib.org/teens)



Questions to Ask Your Student

- *How did you do on your last assessment in each class?*
- *What did you miss on your last assessment? When can you reassess?*
- *What do you need to review for your next assessment?*
- *Do you need to attend morning or afternoon tutoring?*
- *Do you have any incompletes? Should we check Infinite Campus for grades and attendance?*
- *What materials do you have to review? Should we check Planbook?*
- *Has your behavior affected your learning? Should we check LiveSchool?*



DEFENDERS CONNECT!

Receive Reminders:

- Join Principal McMillin and the PTSA's Remind.
- Go to <https://www.remind.com/join/bshsdefend>.
- Sign-up with your name and phone number or email address.

Check Your Student's Attendance and Grades:

- Log on to the Parent Portal at <http://www.fcps.net> by clicking on the "Parent/Student Portal" link at the top right corner of the webpage, or download the app for Infinite Campus using the district ID: WYHBLW. You must have a username and password.
- If you do not have a username and password, request it at <http://tech.fcps.net/parentportalsignup/>.

Check Your Student's Assignments:

- Go to <https://planbook.com>.
- Click on "Student View."
- Enter the teacher's email address.
 - If you do not know the teacher's email address, visit <http://www.bshs.fcps.net/staff-directory> to view the staff directory.
- Enter the Student Key: teacher's first initial and last name
 - For example: Mr. John Smith = jsmith

Check Your Student's Behavior:

- Go to parent.liveschoolinc.com or download the app for LiveSchool.
- Enter one of two parent codes your student received from his or her advisory teacher.
 - If you do not know the code, email the teacher.
 - If you do not know the teacher's email address, visit <http://www.bshs.fcps.net/staff-directory> to view the staff directory.

Find Your Student's Bus:

- Go to <http://www.fcps.net/administration/departments/transportation> for information regarding bus routes and to use the district's bus finder system.

#DEFENDINGSTATION

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

MEETING: Regular

DATE: 7/17/2017

TOPIC: Fredrick Douglass Bio Medical Program

PREPARED BY: Lester Diaz & Michael D. Dailey

Recommended Action on: 7/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Review and approve the Biomedical Program as a potential magnet school for Fredrick Douglass High School.

Background/Rationale: Scheduled to open in August 2017, Frederick Douglass High School was constructed on the principle of small learning communities. This student-centered educational model reduces large populations of students into multiple small academies in order to better provide support and services to all learners. In May 2017, Fredrick Douglass submitted a proposal through the New and Innovative Programs process. The proposal is considered transformational, offering one of the schools Academy Pathways as a Magnet Program. The Magnet application would begin this fall with the **goal of accepting students for the 2018-19** school year. The district's application window for magnet programs begins August 15 and ends October 7, 2017. The district opens the opportunity a year in advance to help determine staffing and transportation needs. Offers for all magnet programs are sent to selected students in January and February of each year.

Policy: 09.112 Magnet Schools/Programs and Gifted and Talented Program Enrollment

Fiscal Impact: If approved, additional transportation cost are expected

Attachments(s): Program Summary Document

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Specialized Programs Application

Biomedical Sciences

Frederick Douglass High School



Lester Diaz, Executive Principal

Shawn Hinds, Academy Coach

Heather Brinkman, Academy Principal

Derrick Thomas, Guidance Counselor

Sarah Brown, PLTW Instructor

In December 2015, the federal Bureau of Labor Statistics projected that careers in the Biomedical Field would grow at a rate of at least 8% between 2014 and 2024¹, outpacing the average growth for all occupations. Encompassing careers ranging from analytic chemists to biologist, scientific writer to researcher, students with a background in biomedicine can choose to immediately enter the workforce or pursue advanced degrees. Currently, few Kentucky students are given the opportunity to begin this high-level, advanced study on the high school level despite the strong programs and support available from both the University of Kentucky and Morehead State University.

In an effort to recruit these students, Frederick Douglass High School will look towards its feeder schools (Edith J. Hayes, Crawford, LTMS) that will be offering the pre-biomedical program, Medical Detectives. The diverse population of these schools, coupled with the school's efforts to ensure that these programs mirror their population, will help to ensure that the Project Lead the Way Biomedical pathway will have a diverse student population that mirrors the demographics of our school²: 62% Free and Reduced Lunch, 49.7% Male, and 59.56% Students of Color. Students in the middle school introduction component will have priority when choosing pathways.

Through a partnership with Project Lead the Way, students in this pathway will be able to investigate and study the concepts of human medicine, physiology, genetics, microbiology, and public health. Teachers are able to offer high-level instruction because of the intensive professional development program and core training that they receive. In addition, teachers receive ongoing training through the online continuing education model offered by Project Lead the Way.

In research conducted by Dr. Tai of the University of Virginia, Project Lead the Way students have experienced a “positive impact [from] PLTW on mathematics and science achievement” (Tai, 2012). In addition, Jason VanOverschelde of Texas State University published a report on the effect of Project Lead the Way on College Readiness. In this report he notes that students who take “two or more PLTW courses during high school consistently scored higher on a special NAEP-aligned mathematics, science, and reading assessment” (VanOverschelde, 2013). In his quantitative study, VanOverschelde determined that students in the Project Lead the Way cohort met the Texas grade 11 math standard at a higher rate the non-Project Lead the Way cohort; these students also met the college-readiness standard for math at a higher rate and were also more likely to enroll in a post-secondary program. Finally, this report also details the advantage provided to low income students when they were enrolled in Project Lead the Way courses.

Research conducted through interviews and site visits of Kentucky high schools that currently offer the Project Lead the Way Biomedical Sciences Program shows that

¹ Biomedical Engineering is projected to grow at a rate of 23%. All data from Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook, 2016-17 Edition*, Medical Scientists, on the Internet at <https://www.bls.gov/ooh/life-physical-and-social-science/medical-scientists.htm> (visited March 28, 2017).

² Data as of 9 May 2017

this program, when implemented with fidelity, engages students and offers them a rigorous curriculum of study. Schools like Elkhorn Crossing School in Georgetown and the Kenton County Academies of Innovation have found enormous success; through the Biomedical Pathway students have participated in internships at local hospitals and dual credit opportunities with local universities. Drawing on these best practices, Frederick Douglass High School has developed partnerships with Eastern Kentucky University to offer dual credit and dual enrollment opportunities for these high achieving students.

The Project Lead the Way Biomedical Sciences program is a rigorous, pre-college program that engages students in high-level critical inquiry through problem-based instruction and discovery learning. Students who are enrolled in this program take advanced level pre-college courses throughout their high school careers. By the time they graduate, a student in the Biomedical Sciences program will have the potential to have earned 21 college credit hours through a combination of dual credit and Advanced Placement courses.

Students in this program will take a total of three foundation courses: Principles of Biomedical Sciences, Human Body Systems, and Medical Interventions. They will also take the capstone course Biomedical Innovation. While enrolled in Principles of Biomedical Sciences, students will explore the “concepts of biology and medicine to determine the factors that led to the death of a fictional person” (Project Lead the Way, 2017). This course introduces students to discovery learning and allows them to design experiments and conduct research to solve problems. Human Body Systems builds on this foundation by “exploring science in action...[allowing them] to take on the roles of biomedical professionals to solve real-world medical cases” (Project Lead the Way, 2017). The third class, Medical Interventions, allows students to “follow the life of a fictitious family as they investigate how to prevent, diagnose, and treat disease” (Project Lead the Way, 2017). Each of these foundation courses builds upon the other and challenges students to present to peers and community partners the work they’ve researched. Finally, in the capstone course, “students design innovative solutions for the most pressing health challenges of the 21st century” (Project Lead the Way, 2017). These students work on an independent research project with a mentor from a local university, medical facility, or research institution. These presentations, and the research conducted by students, builds upon the critical thinking, and research skills learned in English/Language Arts and Social Studies classes, and the analytical skills developed in math and science classes.

The proposed program of studies for Biomedical Sciences students in English includes two AP courses and dual credit. Students will begin with Advanced English I, which will include a survey of literature and a study of rhetoric and composition. Students will then progress to Advanced Placement English Literature, where they will hone their critical thinking skills through a study of literature and advanced composition. Successfully completing this course will prepare students to sit for the College Board AP Exam for Literature and Composition, where they have the potential to earn college

credit with a qualifying score. During their third year, they will study advanced rhetoric and composition in AP English Language, which will prepare them for the presentations they give as a culminating part of the Medical Interventions class. This focused study on the development of argument in writing and speaking prepares students to sit for the College Board AP Exam for English Language, where they have the potential to earn college credit with a qualifying score. Finally, students will take Dual Credit English during their senior year. This course offers college credit upon successful completion. Focused on real-world composition and research, this course is the perfect complement to the PLTW Capstone course because of the space and support it will provide students in completing their capstone research.

Students in this program will take the following math courses: Geometry, Algebra II, AP Calculus A/B or AP Statistics, and Dual Credit math. Entrance requirements into this program require Algebra I completion, so students would begin with Geometry followed by Algebra II. When they are in their third year, students will enroll in either AP Calculus or AP Statistics. In AP Statistics, students will learn to gather, analyze, and reason sets of data. Students' understanding will more fully develop through four major concepts: exploring data, sampling and experimentation, anticipating patterns, and statistical inference. On the other hand, AP Calculus places emphasis on concepts, results, and explanations of problems, expressed numerically, analytically, graphically, or verbally. Both courses cover college-level material and will expose students to difficult mathematical concepts requiring analytical and critical thinking skills. Successful completion of either course will prepare students to sit for the College Board AP Exam, where they have the potential to earn college credit with a qualifying score. Finally, students will enroll in Dual Credit Math. This course is taught by approved faculty from a local college or university and provides students with college credit upon successful completion. Students will study college-level Algebra and analytic Geometry. Each of these math courses will support the Project Lead the Way curriculum by providing students with the foundation and skills for the gathering and analysis of data sets.

A requirement of the FDHS Project Lead the Way program is that students enroll in courses that provide them the foundational science background to be successful in AP Biology and AP Chemistry. The Biomedical Sciences program requires students to have a strong working knowledge of science. For example, in the PLTW foundation courses, students will need to have an understanding of human biology in order to complete determine the factors that lead to the death of a fictitious person. The depth of knowledge required increases as students begin studying biochemistry and DNA in later courses. AP Biology and AP Chemistry provide students with a solid understanding of these concepts. In addition, successful completion of these two courses prepare the student to sit for the corresponding College Board AP Exams, where they have the potential to earn college credit with a qualifying score.

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

MEETING: Regular

DATE: 7/24/2017

TOPIC: Contract – Mary Courtenay Daughtery

PREPARED BY: Amanda Dennis

Recommended Action on: 7/24/2017
Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve the contract for Mary Courtenay Daughtery.

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 Mary Courtenay Daughtery meet specific needs of each student's IEP and may include attendance in ARC meetings, progress reporting, goal development, evaluation, and report writing.

Policy: 01.11

Fiscal Impact: \$60,000.00

Attachments(s): Click here to enter text.

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CONTRACT

THIS CONTRACT is entered into this 1st day of July, 2017, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 701 East Main Street, Lexington, Kentucky 40502, hereinafter referred to as the Board, and **Mary Courtenay Daugherty 4451 Rose Dale Ct. Lexington, KY 40515** hereinafter referred to as Second Party.

PARTIES:

The Board of Education of Fayette County, Kentucky, **Special Education Department** has established the need to **provision of Orientation and Mobility servies to students with visual impairments on a case basis. Unless otherwise agreed on a case by case basis, the COMS will provide services during the school day.** and has determined that this need cannot be met by existing district staff.

Mary Courtenay Daugherty provides **Orientation and Mobility Services** and has expertise or needed products as described herein.

PURPOSE:

The purpose of this contract is to improve the availability of **Orientation and Mobility Services.**

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 **Special Education Department** as an independent contractor, services under the direction of **Sherri Williams, Associate Director of Special Education.**

2. The second party shall provide **Services will be provided to meet the specific needs of each student's IEP and may include attendance in ARC meetings, progress reporting, goal development, evaluation, and report writing. Instruction will be provided within the school and or community as determined by the ARC.**

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$105h. Additional expenses to be reimbursed are **travel to the first school where services are provided and from the last school to the private office. Regularly hourly rate will apply during travel between schools/sites within the district,** with a total amount of this contract not exceeding **60,000.00**

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

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

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

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

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

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

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

11. 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.

12. 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.

13. 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.

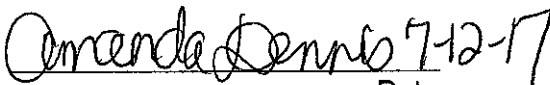
14. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

15. 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.

16. This agreement will be in effect from July 1, 2017, through June 30, 2018, 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


Date

**BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY**

Emmanuel Caulk, Superintendent Date


Mary Courtenay Daugherty Date



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: 7/24/2017

TOPIC: Contract – Megan Penrod

PREPARED BY: Amanda Dennis

Recommended Action on: 7/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve the contract for Megan Penrod.

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 Megan Penrod to meet specific needs of each student's IEP and may include attendance in ARC meetings, progress reporting, goal development, evaluation, and report writing.

Policy: 01.11

Fiscal Impact: \$60,000.00

Attachments(s): Click here to enter text.

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

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

CONTRACT

THIS CONTRACT is entered into this 1st day of July, 2017, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 701 East Main Street, Lexington, Kentucky 40502, hereinafter referred to as the Board, and Megan J Penrod, 339 Desha Rd, Apt 2, Lexington, KY 40502 hereinafter referred to as Second Party.

PARTIES:

The Board of Education of Fayette County, Kentucky, Special Education Department has established the need to provision of Orientation and Mobility services to students with visual impairments on a case basis. Unless otherwise agreed on a case by case basis, the COMS will provide services during the school day, and has determined that this need cannot be met by existing district staff.

Megan J Penrod provides Orientation and Mobility Services and has expertise or needed products as described herein.

PURPOSE:

The purpose of this contract is to improve the availability of Orientation and Mobility Services.

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 Special Education Department as an independent contractor, services under the direction of Sherri Williams, Associate Director of Special Education.
2. The second party shall provide Services will be provided to meet the specific needs of each student's IEP and may include attendance in ARC meetings, progress reporting, goal development, evaluation, and report writing. Instruction will be provided within the school and or community as determined by the ARC.
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$120. Additional expenses to be reimbursed are travel to the first school where services are provided and from the last school to the private office. Regularly hourly rate will apply during travel between schools/sites within the district, with a total amount of this contract not exceeding 60,000.00
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

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

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

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

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

11. 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.

12. 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.

13. 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.


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

15. 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.

16. This agreement will be in effect from July 1, 2017, through June 30, 2018, 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


Date
7-6-17

BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Emmanuel Caulk, Superintendent Date

 6/28/17

Megan J. Penrod Date

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

MEETING: Regular

DATE: 7/24/2017

TOPIC: Contract – VersiFit Technologies

PREPARED BY: Billy Buchanan

Recommended Action on: 7/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve the renewal of the contract with VersiFit Technologies

Background/Rationale: Board Policy 01.11 states that contracts with the District with an expenditure amount of \$20,000 or above must be approved by a vote of the Board. We request approval for the renewal of the contract with VersiFit Technologies for continuation of work on the Integrated Data Warehouse and Business Intelligence Platform. The recurring funds for project maintenance were included on the FY 2017 budget that was previously approved.

Policy: Board Policy 01.11

Fiscal Impact: \$200,00.00

Attachments(s): Will have a presentation for Board meeting to show the work that has taken place over the past year and to show production ready components of the system.

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Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

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

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

APPROVAL FOR BID CONTRACT EXTENSION

1. RFP 41-16 Integrated Data Warehouse & Business Intelligence Platform

BACKGROUND AND RATIONALE:

Currently, FCPS is in the process of rolling out the Dashboard tool developed over the past year district wide. The Office of Data, Research, and Accountability received three viable responses to the RFP in September of 2016. After evaluating the proposals, a five-year contract was awarded to VersiFit technologies. The contract includes an option to renew for an additional year for up to five years. This is the first renewal.

VENDOR: VersiFit Technologies

RENEWAL TERM: Beginning July 01, 2017 and ending June 30, 2018

PROPOSAL:

| Item | Amount | Funding Source | Recurring/ Nonrecurring | Measurable Expected Impact and Timeline |
|---|---------------|-----------------------|--------------------------------|---|
| Data Warehouse and Business Intelligence Platform | \$ 200,000 | HR Budget | Recurring | 2017/2018 School Year Year 2 goals include delivery of the Staff Attendance Module and Advanced Data Quality Framework modules, dashboard and platform customizations, and beginning work on the integration of additional data sources. |

FUNDING KEY: Data, Research, and Accountability Budget

STAFF CONTACT: Billy Buchanan, Director Data, Research, and Accountability

POLICY REFERENCE: KRS 45A.370

RECOMMENDATION: A motion is in order to:
“extend the contract for one year with VersiFit Technologies”

Versifit - Edvantage™
Fayette County Public Schools

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SERVICES AND SOFTWARE AGREEMENT

THIS SERVICES AND SOFTWARE AGREEMENT including all exhibits ("Agreement") is entered into and is effective as of November 18, 2016 ("Effective Date") by and between Fayette County Public Schools ("Client"), with its principal place of business at 701 E Main St, Lexington, KY and Versifit Technologies, LLC ("Versifit"), with its principal place of business at 210 W. College Ave, 2nd Floor, Appleton, WI.

RECITALS

- A. Client proposes to use the Edvantage™ Software ("Edvantage") for aggregation, analysis, and reporting of student and/or other administrative information and reports; and
- B. Client desires to engage Versifit to implement Edvantage, sourcing data from key school district business and other data systems. In addition, Client may desire to purchase other Services from Versifit, which Services will be set forth in Statements of Work and be subject to the terms and conditions of this Agreement.

AGREEMENT

Client and Versifit (each a "Party" and together "Parties") agree as follows:

1. SOFTWARE AND SERVICES.

1.1 Software Agreement. Versifit grants Client the right to use Edvantage and any related software pursuant to and in accordance with the Software Agreement attached hereto as Exhibit B ("Software Agreement").

1.2 Services Performance and Delivery. Versifit shall perform the Services as set forth in the Software Agreement or in a Statement of Work ("Services"). A "Statement of Work" means a description of items, services, or other work that Versifit will deliver to Client ("Deliverables"), a payment schedule, a work schedule, and any other items as agreed by the Parties. A Statement of Work may begin as a preliminary outline of the work and then be amended in writing to be a more definitive description of the agreed upon scope of work. All Statements of Work agreed to by the Parties shall be designated as an Exhibit A, with the first Statement of Work designated as Exhibit A-1, the second as A-2, etc. Together, the Software Agreement and any Statements of Work are the "Service Agreements," and each one is a "Service Agreement."

1.3 Responsibilities of Client. In order for Versifit to perform the Service Agreements, Client shall cooperate with Versifit by, among other things, providing Versifit with reasonable facilities and timely access to data, information, and personnel of Client and other specific provisions set forth in the Service Agreements. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Versifit. Although Versifit shall provide advice to Client, all decisions in connection with the implementation of such advice is the responsibility of Client.

1.4 Delivery, Review, Acceptance, and Rejection of Deliverables. The delivery, review, acceptance, and rejection for all Deliverables shall be as set forth in the applicable Service Agreements, but if a Service Agreement does not set forth a process, the processes set forth in sections 1.4.1 and 1.4.2 shall govern.

1.4.1 Client shall notify Versifit in writing of the rejection of any Deliverable within 15 days of receipt and shall describe in reasonable detail Client's basis for such rejection. If the rejection is valid because the Deliverable did not materially conform with the Service Agreement, Versifit shall, within a 15-day period, modify or improve the Deliverable at Versifit's sole expense so that the Deliverable reasonably and materially conforms with the Service Agreement and notify Client in writing that such modifications or improvements are completed, and re-tender the Deliverable to Client. The foregoing process shall continue until (a) Client accepts the Deliverable or (b) the Parties disagree whether or not the Deliverable conforms to the Service Agreement and Versifit fails or refuses to modify the Deliverable any further. If (b) occurs, Versifit may, in its sole discretion, refund to Client all amounts paid by Client related to such Deliverable and if such refund is made, it shall be in lieu of, and as liquidated and exclusive damages for, any remedies Client may have against Versifit.

1.4.2. Versifit will notify Client when it believes it has completed all Deliverables and other work set forth in a Service Agreement and Client shall be deemed to have accepted all such work and Deliverables unless Client notifies Versifit, within 15 days of receipt of such notice, that it is not accepting the work and describes in reasonable detail Client's basis for such non-acceptance.

2. CHANGE CONTROL PROCEDURES.

Unless a different process is described in a Service Agreement, either Party may request a change to this Agreement by submitting a written change request describing the change requested, detailing the modifications to scope, price, schedule, or other terms. If Client fails to respond to a change request by Versifit within 15 days of receipt, Versifit may stop work on the applicable Service Agreement until the change request is resolved.

3. PERSONNEL.

3.1 Authorized Representatives. "Authorized Representative" means a person representing a Party to this Agreement who is authorized to make commitments and decisions on behalf of the Party regarding the performance of this Agreement. Each Party's Authorized Representatives shall be named in a Service Agreement, and if a Service Agreement fails to identify an Authorized Representative for that Service Agreement, then the most recently named Authorized Representative named in another Service Agreement shall be the Authorized Representative for such Service Agreement.

3.2 Key Persons. Versifit's and Client's key persons to perform the work ("Key Persons") are named in each Service Agreement. Each Party shall endeavor not to re-assign or transfer their Key Persons to other duties or positions without first obtaining written consent from the other Party unless due to death, illness, or termination of employment. Upon removal for any reason, a Party shall immediately inform the other Party in writing of any replacement of a Key Person. Client understands that replacing a Key Person may entitle Versifit to an extension of time or adjustment in fees.

4. TERM.

The term of this Agreement shall commence upon the Effective Date of this Agreement, and unless terminated pursuant hereto, shall continue so long as any Services are being provided by Versifit to Client as set forth in any Service Agreement.

5. PAYMENT.

5.1 Payment Amount. Client shall pay Versifit for the Services as set forth in the Service Agreements.

5.2 Invoices. Within thirty (30) days of receipt, Client shall pay Versifit's invoice. If Client objects to any charges, Client shall provide Versifit with a detailed written explanation within twenty (20) days of receipt of the invoice. Client shall not retain or hold back any amount of an invoice unless permitted by the applicable Service Agreement or based on an objection timely made under this section. Any retained or held back amount shall bear a reasonable relation to the cost of addressing the objection.

6. OWNERSHIP AND LICENSE IN DELIVERABLES AND SERVICES.

6.1 Definition. "Versifit Intellectual Property" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is made, conceived, discovered, or reduced to practice by Versifit (either alone or with others). Versifit is the sole owner of all Versifit Intellectual Property, subject only to any licenses or other rights expressly granted in this Agreement or a Service Agreement. Versifit Intellectual Property does not include commercial off-the-shelf software ("COTS Software") that Versifit delivers to Client pursuant to a Service Agreement or any third party intellectual property owned by parties other than Client or Versifit ("Third Party Intellectual Property").

6.2. Software Agreement. The Software Agreement shall set forth the scope of Client's license, use of, or access to Advantage and rights to use Versifit Intellectual Property.

6.3. Third Party Intellectual Property. For any Third Party Intellectual Property, Versifit grants to Client the license it is permitted to grant Client pursuant to any agreements or standard licenses with the owner of such Third Party Intellectual Property. Client's rights in COTS Software shall be as set forth in the end user license agreements between Client and the licensor of such COTS Software.

6.4 License to Versifit. Client hereby grants to Versifit an irrevocable non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the intellectual property embodied in any intellectual property of Client, and to authorize others to do the same on Versifit's behalf, subject to the confidentiality and nondisclosure provisions of this Agreement.

6.5 No Rights in Intellectual Property. Except as expressly set forth in this Agreement or a Service Agreement, nothing shall be construed as granting to or conferring upon Client any right, title, or interest in any Versifit Intellectual Property. To the extent that Versifit utilizes any of its property (including, without limitation, any hardware or software of Versifit or any proprietary or confidential information of Versifit or any trade secrets of Versifit) in performing Services hereunder, such property shall remain the property of Versifit and Client shall acquire no right or interest in such property except as granted in the terms of this Agreement.

6.6 Competing Services. Except as expressly set forth in a Service Agreement, nothing in this Agreement shall limit the right of Versifit to: (i) provide services similar to those contemplated in this Agreement, or, consulting or other services of any kind or nature to any individual or entity as Versifit in its sole discretion deems appropriate, or (ii) develop for Versifit or for others, deliverables or other materials that are competitive with those produced as a result of the Services, irrespective of their similarity to the Deliverables. Each Party shall be free to utilize any concepts, processes, know-how, techniques, improvements, or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation, provided it does not infringe upon Versifit's rights in Versifit's Intellectual Property.

7. CONFIDENTIALITY AND NON-DISCLOSURE.

7.1 Confidentiality and Nondisclosure. Each Party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party or the other Party's clients or students. Any and all information that could be reasonably understood to be confidential, including anything marked confidential or identified as confidential in a separate writing, shall be deemed to be confidential information of the disclosing Party ("Confidential Information") except to the extent prohibited by law. Versifit acknowledges and understands that federal and state laws may require the Client to disclose materials marked as "Confidential," as referenced herein, by Versifit. Any educational records disclosed to Versifit under this Agreement shall be Confidential Information and handled in accordance with all applicable legal requirements. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the recipient of such information shall be treated with respect to confidentiality in the same manner as the Confidential Information. Versifit's proposals, responses, pricing, and other offers shall be Confidential Information unless prohibited by applicable law. Confidential Information shall be deemed not to include information that (a) is or becomes publicly known, by other than unauthorized disclosure or is contained in a publicly available document; (b) is furnished by the Party disclosing such information to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement, so long as the receiving Party did not receive the information directly or indirectly from the other Party; (d) is rightfully obtained from a source other than the discloser without the obligation of confidentiality; (e) is disclosed with the written consent of the disclosing Party; or (f) is independently developed by employees or agents of the receiving Party who can be shown to have had no access to the Confidential Information.

7.2 Confidentiality Duties. Except as required by law, the recipient of Confidential Information agrees to hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for

any purposes whatsoever other than as contemplated by this Agreement. Each Party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each Party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person. Each Party agrees that upon termination of this Agreement each Party will turn over to the other all documents, papers, and other matter in its possession that embody Confidential Information or certify in writing their complete destruction. Each Party acknowledges that breach of this Article 7 will give rise to irreparable injury that is inadequately compensable in damages. Accordingly, each Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Client agrees to provide notice to Versifit of any third-parties who may require access to Confidential Information. Client further agrees that Versifit shall not be required to disclose any Confidential Information to such third-parties unless that third-party has entered into an appropriate non-disclosure agreement with Versifit.

8. REPRESENTATIONS AND WARRANTIES.

8.1 General Representations and Warranties. Each Party represents and warrants to the other Party that: (a) It has the power and authority to enter into and perform this Agreement; (b) This Agreement, when executed and delivered, will be a valid and binding obligation and enforceable in accordance with its terms; (c) It will, at all times during the term of this Agreement, be qualified to do business in Client's principal state of business and duly licensed to perform any services provided for hereunder; and (d) Completion of its obligations in this Agreement shall not violate any law, ordinance, regulation, or order, and performance under this Agreement creates no conflict of interest.

8.2 WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY SERVICE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND VERSIFIT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. VERSIFIT DOES NOT WARRANT THAT CLIENT'S USE OF ANY INFORMATION SYSTEM THAT VERSIFIT WILL DEVELOP AND IMPLEMENT UNDER THIS AGREEMENT ("SYSTEM") WILL BE UNINTERRUPTED OR ERROR FREE.

9. INDEMNITIES AND LIMITATION OF LIABILITY.

9.1 General Indemnity. To the extent allowed by law, each Party shall defend, save, hold harmless, and indemnify the other Party and their respective officers, employees, and agents from and against all third Party claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever/for personal injury, including death, damage to real property, and damage to tangible personal property to the extent resulting from, arising out of, or relating to their work or obligations under this Agreement; provided that neither Party shall have an obligation to indemnify the other Party from and against any claims, suits, actions, losses, damages, liabilities, costs, and expenses to the extent attributable to the acts or omissions of the other Party and their respective officers, employees, or agents.

9.2 IP Indemnity and Limitation of Liability. To the extent allowed by law, to the extent any claim arises out of or relates to infringement of any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third Party, Versifit may, in lieu of and to the exclusion of any other remedies Client may have: (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Client the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the System continues to function in material conformance with the specifications set forth in this Agreement. Versifit shall not be liable under this section for any claim for infringement based on any the following:

- A. Versifit's compliance with any designs, specifications, or instructions provided by Client or by a third party acting on Client's behalf;
- B. Client's modification of the Deliverables or the System other than as set forth in this Agreement, the Deliverables' or System's specifications, or without the written permission of Versifit;

- C. Use of the Deliverables or the System in a manner other than as provided for in this Agreement, their specifications, or as authorized in writing by Versifit; or
- D. Use of the Deliverables or the System in combination, operation, or use of with other products in a manner that does not comply with their specifications, not specified by Versifit or of which Versifit has not approved in writing.

9.3 Control of Defense and Settlement. The obligation to indemnify above is conditioned on prompt notification to the other Party of any claim or potential claim. The indemnifying Party shall have control of the defense and settlement of any claim, provided that an indemnified Party may, at its election and expense, assume its own defense and settlement at its own cost and expense.

9.4 Limitation of Liability. Except for intentional acts or gross negligence, Versifit's total liability of all kinds arising out of or related to this Agreement, regardless of the forum and regardless of whether any action or claim is based in contract, tort, negligence, or otherwise, shall not exceed a sum equal to the total payments made by Client to Versifit pursuant to this Agreement.

10. INSURANCE.

10.1 Insurance. Versifit shall provide at its own expense, for the duration of this Agreement, insurance as follows:

- A. Workers' Compensation coverage in accordance with applicable law;
- B. Professional liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000, for each claim;
- C. General liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000, for each occurrence for Bodily Injury and Property Damage; and
- D. Automobile liability insurance with a combined single limit, or the equivalent, of not less than the amount required under applicable law.

10.2 Certificates of Insurance. Upon Client's request, Versifit will provide certificates of insurance evidencing the insurance coverage required under this Agreement.

11. DEFAULT AND REMEDIES.

11.1 Default. A Party shall be in default under this Agreement if:

11.1.1 It institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings that are not dismissed within sixty (60) days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

11.1.2 It commits any material breach or default of any obligation under this Agreement, or clearly manifests an intent not to perform future obligations under this Agreement, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of notice by the non-defaulting Party.

11.2 Remedies. In the event either Party is in default, the non-defaulting Party may pursue any or all of the remedies available to it under this Agreement or at law or in equity, including termination of this Agreement.

11.3 Right to Terminate. Versifit may terminate this Agreement or withdraw a proposed Service Agreement if Client fails to provide written confirmation whether the proposed Service Agreement is satisfactory within thirty (30) days of Client's receipt of the proposed Service Agreement.

12. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to principles of conflict of laws. Any claim, action, suit, or proceeding (collectively, "Claim") between Client (or any other Client or department of Client)

and Versifit that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within Fayette County, Kentucky; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Eastern District of Kentucky.

13. MISCELLANEOUS PROVISIONS.

13.1 Independent Contractor. Versifit is an independent contractor and this Agreement does not create a partnership or joint venture between Client and Versifit. Versifit shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Versifit under this Agreement and Client will not withhold for such reason.

13.2 Compliance with Law. Each Party shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement, including, to the extent applicable, The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g and The Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996).

13.3 Assignment. This Agreement and any interest hereunder shall inure to the benefit of and be binding upon the Parties and their respective successors, legal representatives and permitted assigns. Upon notice to the other Party, either Party may assign this Agreement: (a) to any legal entity in connection with the merger or consolidation of the assigning Party into such entity or the sale of all or substantially all of the assets of the assigning Party to such entity; or (b) to any direct or indirect subsidiary of the assigning Party in connection with any corporate reorganization. Except as stated in the previous sentence, neither Party may assign or delegate this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Any attempt to assign, delegate, or otherwise transfer the Agreement in violation of this paragraph is voidable by the other Party.

13.4 No Third-Party Beneficiaries. Client and Versifit are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise.

13.5 Funds Available and Authorized. Client represents it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement.

13.6 Survival. The provisions of this Agreement, which by their nature are intended to survive termination or expiration of this Agreement, shall survive expiration or termination of this Agreement, including without limitation any payment obligations, and remedies or limitation on remedies or liability, and the obligations set forth in sections 5, 6, 7, 8, 9, 11.2, 12, and 13.

13.7 Force Majeure. Neither Client nor Versifit shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, network or utility grid shutdowns, earthquakes or other natural disasters, war, riots, or strikes.

13.8 Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery of, facsimile transmission of, email transmission, or mailing the same, postage prepaid, to the address set forth in a Service Agreement, or to such other addresses or numbers as either Party may indicate in writing. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when the transmitting machine or email program generates receipt of the transmission and receipt. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate Authorized Representative.

13.9 Severability. In the event that any provision of this Agreement shall be found unenforceable or invalid under any applicable law or any court of competent jurisdiction, the remainder of this Agreement shall remain valid, and any unenforceable provision shall be modified and interpreted so as to best accomplish the intent of the unenforceable or invalid provision.

13.10 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall

constitute one contract binding on all Parties.

13.11 Amendments. This Agreement may be amended, modified, or supplemented only by a written amendment signed by the Parties.

13.12 Waiver. The failure of either Party to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance shall not constitute a waiver by the Party of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

13.13 Headings. The headings in this Agreement are included only for convenience and shall not control or affect the meaning or construction of this Agreement.

13.14 Integration. This Agreement and Exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

AGREEMENT

VERSIFIT TECHNOLOGIES, LLC

| | | |
|--|--|-----------------------|
| Authorized Signature: <i>Teresa Giral</i> | Title: <i>CFO</i> | Date: <i>11-29-16</i> |
| Fax Number: <i>920-243-1791</i> | Federal Tax Number: <i>39-1943784</i> | |

CLIENT

| | | |
|---|------------------------------|-----------------------|
| Authorized Signature: <i>[Signature]</i> | Title: <i>Superintendent</i> | Date: <i>11-29-16</i> |
|---|------------------------------|-----------------------|

Other Required Signature

| | | |
|---|-------|------|
| Client Purchasing Department or Other Client Signature | Title | Date |
|---|-------|------|

EXHIBIT A-1
Services Agreement for Implementation

THIS SERVICES AGREEMENT including all exhibits ("Agreement") is entered into and is effective as of November 18, 2016 ("Effective Date") by and between Fayette County Public Schools ("Client"), with its principal place of business at 701 E Main St, Lexington, KY and Versifit Technologies, LLC ("Versifit"), a limited liability company, with its principal place of business at 210 W College Ave, Appleton, WI.

1. RECITALS

- A. Client desires to engage Versifit in work that includes implementing the Edvantage™ solution.
- B. Versifit wishes to provide described services for Client pursuant to this Agreement.
- C. Work is expected to take place in phases beginning on December 1, 2016, and upon delivery of each phase and acceptance of phase deliverables, this project will be considered completed.

2. VERSIFIT RESPONSIBILITIES

2.1 Versifit will create all of the build processes necessary to support a Development single instance of Edvantage. A Development and Production instance are included in the scope of this agreement. Hardware selection and setup is not part of the scope of this project. Described below are the deliverables Versifit is responsible for in order to provide Client with the outcome of implementing Edvantage.

- a. Establish and manage project plan for implementation of Edvantage
- b. Deploy the Edvantage Data Model Specifics as specified in in Exhibit B: Schedule 1 Edvantage Part List
- c. Execution of agreed upon test cases to assure quality delivery of Edvantage
- d. Nightly processing of data directly from Client's Infinite Campus system to Edvantage data warehouse
- e. Implementation and loading of mutually agreed upon historical data from the source system connectors listed below:
 - a. Assessments (ACT, College Board Assessments, CogAT, International Baccalaureate, MAP, KY State Test, ACCESS)
 - b. Infinite Campus Connectors
 - c. Tyler MUNIS
 - d. NSC Loader (Graduation Outcomes)
 - e. ChildPlus
 - f. AESOP
- f. Installation of the generic test loader
- g. Installation of Edvantage dashboard in two environments: Development and Production
- h. Implementation of Student At-Risk/Early Warning
- i. Setup of standard Edvantage dashboard content
- j. Deliver source code for ETL connectors, data model, and content
- k. Execute test cases mutually agreed upon by Versifit and Client to provide results, and issue remediation
- l. User documentation in electronic format
- m. Training for Client developers and administrators; one to two days onsite

2.2 Project Communication. Versifit will prepare a standard weekly status report for Client key stakeholders. Status calls will be scheduled based on Client preference and schedule. The following table lists details of the

communications Versifit will be responsible for during the project.

| Document | Purpose | Recipients | Author | Update Frequency | Artifact Location |
|--|--|---------------------------|----------------------------|------------------------------------|-----------------------|
| Status Report | Update stakeholders on progress of the project. | Project Team and Sponsors | Project Leader/Coordinator | Weekly | |
| Risk Management Document | Update project stakeholders on project obstacles and ways to mitigate or eliminate risks. | Project Team and Sponsors | Project Leader/Coordinator | Monthly | |
| Issue Management | Create a record of project issues for resolution. | Project Team and Sponsors | Project Leader/Coordinator | Updated as changes to issues occur | Issue Tracking System |
| Change Control Document | Describe project scope changes, estimate their impact, cost, and disposition. | Project Sponsors | Project Leader/Coordinator | As Required | |
| Project Team Meetings | Coordinate & align scheduled tasks for following week. Typically, in conjunction with Project Status Report Review | Project Team and Sponsors | Project Team Lead | Weekly | |
| UI, Dashboard, Report Demonstrations | Get approval on design and content. | Project Sponsors | Team Lead | As Needed | |
| Notice of Completion of Milestone & Deliverables | Communicate end of a project milestone and related deliverables. | Project Sponsors | Project Lead/Coordinator | End of Project Milestones | |

2.2.1 Communication is provided through JIRA, an issue tracking system, and Confluence, a secure wiki. During the term of this Agreement, Client will be provided access to JIRA and Confluence for a total of five (5) users.

2.2.2 Unresolved questions and project dependencies may arise during the project. Versifit requests 24-hours, Monday through Friday, turn around for most issues/questions to Client. In order to maintain project timelines, it is imperative that Client resolves these open questions in a complete and timely manner. If issues are unresolved for an extended period, there may be implications on either the timeline or total cost of the project, which may then require a Change Order to be issued by Versifit.

2.2.3 Versifit will respond to Client inquiries submitted through approved channels within 24-hours, Monday through Friday.

2.3 Change Orders. Project issues with delivery and/or resources will be reported to Versifit personnel identified in this Agreement. Changes to this Agreement may result in a Change Order, detailing all modifications to the scope, price, Delivery Schedule, or other terms (the "Change Order"). A Change Order shall alter only that portion of the Agreement to which it expressly relates. A Change Order shall contain the following information:

2.3.1 The date of issuance of the Change Order;

2.3.2 A detailed description of the Services to be performed under the Change Order;

2.3.3 The particular specification or matter set forth in the applicable Services Agreement that that will be altered and the precise scope of that alteration;

2.3.4 The cost of the Services to be performed pursuant to the Change Order; and

2.3.5 The cumulative cost of all Change Orders previously issued.

2.4 Post-deployment. Upon successful deployment of Edvantage, approval of deliverables, and closure of this Agreement, Versifit will only provide ongoing support through the pro-rated maintenance Services Agreement (see Exhibit A-2). Service block hours and premium support services can be purchased by Client for support not covered in the maintenance Services Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Described below are tasks Client is responsible for in order to support the implementation of Edvantage. The deadline for completing the tasks are provided; not adhering to the provided schedule will result in an extended completion date and possible further costs to be negotiated in writing through a Change Order.

| Task | Description | Deadline |
|--|---|------------|
| Advisement of policies and procedures | It is Client's responsibility to advise Versifit of any policies or procedures that Versifit must adhere to during the period of this engagement. Versifit will follow Internal policies and procedures for conduct in absence of other direction. | 12/09/2016 |
| Hardware | It is the Client's responsibility to have required hardware in place, up and running, and accessible to Versifit. | 12/09/2016 |
| Provide Versifit access to source databases and permissions | Versifit staff will need read (select) permission to source databases and perhaps execute permissions to source functions/procedures where required. To improve efficiency, Versifit desires full administrative access to the project's target database and application servers for the duration of this project. | 12/16/2016 |
| Documentation of source data and systems | Documentation of Client source data & systems and relevant procedures & practices will be provided to the project team as required. Versifit will execute a mutual non-disclosure agreement with Client to cover access to this information as well as access to Client's source databases. | 12/16/2016 |
| Provide remote access | Client will provide mutually satisfactory remote access to their systems (primarily source databases and the project servers). Typically, Versifit uses unrestricted VPN access using either a PPTP or Cisco client. Proper functioning (installation and definition) of secondary VPN client software will be the ultimate responsibility of Client. | 12/16/2016 |
| Data validation | Versifit will perform unit testing for all ETL procedures. However, Client personnel will ultimately be responsible for performing data validation under Versifit guidance. | 5/19/2017 |
| Processes to support staging portions of the ETL | Dependent upon source system peculiarities, Client may be required to develop processes to support the staging portions of the ETL. The database platforms to be referenced will be limited to any JDBC compliant database. For formats that are not explicitly externally described, Client will provide acceptable definitions. Client is responsible for obtaining (and the proper functioning) of the required database connectivity middleware for any source databases. | TBD |
| Ownership and maintenance of extension tables | As a part of the base Edvantage solution, Versifit provides a series of extension tables (XTBL) that are intended to supplement the required source data for Edvantage (e.g., Facilities attributes or historical school calendars, etc.). Versifit will provide Client with documentation on these structures and guidance on populating them. Client accepts ultimate responsibility for the data in these | Ongoing |

| | | |
|--|---|---------|
| | tables and ongoing maintenance. | |
| Hardware and software requirements | Client accepts that the minimum hardware and software recommendations provided during the Infrastructure assessment phase of this project need to be closely followed. Inappropriate hardware or software adversely affects both development efforts as well as ETL and report performance, and may result in a Change Order. | Ongoing |
| Onsite access | Versifit does not expect this project will take priority over Client's main operational systems, but when onsite, Client will provide Versifit with priority access to the necessary resources (e.g., DBAs, Network Engineers, SMEs, etc.) as feasible. Versifit and Client will notify each other of team member holidays/vacations and other scheduled conflicts minimally two weeks in advance. Issues with resource access will be noted and Versifit and Client project leads will mutually determine how to remedy the situation and if a Change Order is required. | Ongoing |
| System stability | If Client experiences repeated or extensive outages of key networks or systems, project timelines may need to be extended. Versifit and Client project coordinator will mutually determine how to remedy the situation and if a Change Order is required. | Ongoing |
| Ownership of performance tuning and other related tasks | While Versifit will provide basic performance tuning of the data model in the scope of this Agreement, all activities related to the solution are expected to be run independently by Client on an ongoing basis. Versifit will provide Client with appropriate knowledge transfer on performance tuning and other tasks so that Client can assume these responsibilities. | Ongoing |
| Comprehensive security definition for updates | Versifit provides a complete security framework for the solution, including heterogeneous repository authentication, object-level permissions by role, and row-level filtering. During this project, Versifit will implement authentication security with a single repository and implement exemplary permissions security definitions with Client staff for testing and knowledge transfer, but Client will be ultimately responsible for comprehensive security definition for Edvantage updates. | Ongoing |
| Loading assessment data | Upon completion of this project, Client is responsible for loading new assessments. Assistance from Versifit can be provided through a service block agreement or premium support agreement. | Ongoing |

3.2 Data assumptions. This agreement assumes that there is a single source database for each of the domains included in Edvantage with the exception of the items listed in the subsections below. Versifit assumes that each of the source systems to be accessed by the ETL processes will consist of a single database instance and will be consolidated within Client's data center. The exception to this assumption is for historical instances of the database.

3.2.1 The Versifit project manager will work with the Client to determine the extent of historical data to be loaded and the possible impact to performance and cost of loading if in excess of ten (10) years. For master data, such as students or enrollments, this is primarily a question of performance. For annualized data (e.g., attendance or student schedules are typically truncated at each year end and therefore "annualized") this will require that prior year (historical) instances of the database be restored and potentially conformed if the data model or codifications have changed. Five years of annualized history and thirteen (13) years of master history is assumed. Versifit will provide direction related to required restoration of historical databases and necessary conformance, but this is ultimately a Client responsibility.

3.2.2 Historical assessment data can be loaded by the connector if the original historical vendor files are

provided and the connector has pre-existing support for the historical formats/APIs and assessment definitions. Related historical information such as students, enrollments school calendars and schools must also be loaded in the data warehouse.

3.2.3 Loading of historical data from a system not supported by the connector will not be supported by Versifit. Data quality issues related to this are Client's responsibility.

3.2.4 Test Scores will be provided to Versifit in the assessment vendor supplied formats unless otherwise agreed upon. Non-standard formats or altered vendor formats may incur extra charges.

3.2.5 Program Membership. These multi-source domains will be limited to five (5) standard sources unless otherwise agreed upon. Examples of standard sources include interventions from the SIS, courses from the SIS, a single custom file, or the Versifit generic format.

3.3 Post-deployment. Client will be responsible for data loaded into Edvantage after Edvantage has been deployed, deliverables have been approved, and this Agreement is closed. Versifit support can be provided through purchase of service block hours or premium support agreement.

3.3.1 Assessment connectors are designed to work with formats/APIs provided by connector's stated vendor and product.

3.3.2 Modifications or corrections to the data in vendor files may work with, but is not supported by, the connector.

3.3.3 Customization and assessment definitions and/or benchmarks (cutscores) may break standard dashboard or reporting content. Any necessary adjustments to the reports or dashboards are Client's responsibility.

3.3.4 Some connectors will use fuzzy matching to help identify students or schools. Client is responsible for review, correction, and approval of the data before it is released to the data warehouse.

4. COST OF PROJECT & BILLING

4.1 Upon signing this Agreement, \$550,000 will be invoiced to Client for deliverables and totals up to July 1, 2017. The remaining cost for services, \$62,556, will be invoiced July 1, 2017, plus the annual basic maintenance plan fee of \$46,280. Described below are the costs of the project.

| Deliverables (YEAR 1) | Cost |
|--|-----------|
| Initial software | \$310,431 |
| Implementation, customization, and training | \$290,700 |
| Product | \$28,468 |
| Student At-Risk / Early Warning (implementation) | \$0 |
| Discount | \$31,043 |
| Total | \$598,556 |

4.2 Optional additions. Described below are the costs of optional additions. Client will not be invoiced for costs unless services are agreed upon in writing.

| | License | Service | Annual Maintenance | Purchase Total |
|---------------------------------|-------------|-------------|--------------------|----------------|
| Staff Qualifications | \$15,340.00 | \$12,000.00 | \$2,301.00 | \$29,641.00 |
| Student At-Risk / Early Warning | \$0 | \$6,000.00 | \$2,601.00 | \$8,601.00 |
| Diploma Requirements | \$17,340.00 | \$18,000.00 | \$2,601.00 | \$37,941.00 |
| Advanced Data Quality Framework | \$17,560.00 | \$16,200.00 | \$2,634.00 | \$36,394.00 |

| | | | | |
|--|-------------|-------------|--------------|--------------|
| Staff Absences | \$4,320.00 | \$3,600.00 | \$648.00 | \$8,568.00 |
| Staff Development, Evaluation, Effectiveness | \$11,200.00 | \$13,200.00 | \$1,680.00 | \$26,080.00 |
| Advanced Programs | \$18,340.00 | \$15,000.00 | \$2,751.00 | \$36,091.00 |
| Premium Support (.5 FTE) | \$0.00 | \$82,000.00 | \$0.00 | \$82,000.00 |
| Atomic Learning Professional Development | \$0.00 | \$0.00 | \$148,211.25 | \$148,211.25 |

4.3 Travel expenses. Typically required for this type of project are three to four onsite trips for three to four days each with two to three Versifit resources. Versifit will work with the Client to schedule the trips more than two weeks in advance and to stay at hotels with Client-negotiated rates (if available and suitable). Travel expenses are included in costs for this Agreement.

4.4 Billing. Versifit will submit billing to Client upon receipt of a valid Purchase Order. Versifit payment terms to Client is Net 30.

4.5 Invoices. Invoicing for authorized services will be sent to:

NAME: William Buchanan
TITLE: Director of Data, Research, and Accountability
ADDRESS: Fayette County Public Schools
Annex Rm 200
701 East Main St
Lexington, KY 40502
PHONE: (859) 381 - 4187
EMAIL: Billy.Buchanan@fayette.kyschools.us

4.6 Client represents it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within Client's biennial appropriation or limitation.

5. DETAILED PROJECT PLAN

5.1 Detailed project plan. Versifit will use its established project management methodology. The detailed project task list and delivery dates are an attached document noted as Addendum 1 – Project Task List.xls. The dates and tasks outlined are Versifit's expected timeline. This plan does not account for Client resources, calendar, and school schedule.

5.2 Project milestones. The dates for the represented milestones are based on the initial project plan.

- a. Project Start December 1, 2016
- b. Phase 1 – Core Design through January 15, 2017
 - i. Deliverables: ERD diagrams through Data Explorer, mapping documents from source systems to data warehouse, Data warehouse metadata, and deployed DW table
 - ii. Acceptance: Receipt of ERD Diagrams, mapping documents, confirmation of deployed DW data model
- c. Phase 2 – Core Development through April 17, 2017
 - i. Deliverables: Initial execution of standard data migration code using defined mappings executed and initial bug list and count delivered. Test cases developed in collaboration between Versifit and Client.
 1. Bug list will contain information log by built-in audit processes. This will include invalid lookups, unloaded records due to errors, data missing from required fields, and rule validation issues.
 - ii. Acceptance: Review of bug list and count of bugs, initial data populated into data

- warehouse tables; test cases created
- d. Phase 3 – Core Testing through May 19, 2017
 - i. Deliverables: Documentation of the completed test cases agreed upon by Versifit and Client, which includes the test case, who tested, and a summary of the results
 - ii. Acceptance: Test cases executed and verified upon by Versifit and Client to assure completeness
- e. Phase 4 – Core Deployment through June 16, 2017
 - i. Deliverables: Software deployed and usable in a production state
 - ii. Acceptance: Deployed to production and useable
 - iii.
- f. Phase 5 – Custom Design through June 30, 2017
 - i. Deliverables: Updated versions of ERD diagrams through Data Explorer, updated mapping documents from source systems to data warehouse
 - ii. Acceptance: Receipt of ERD Diagrams, mapping documents
- g. Phase 6 – Custom Development through July 28, 2017
 - i. Deliverables: Execution of custom data migration code using defined mappings executed and revised bug list and count delivered. Test cases developed in collaboration between Versifit and Client.
 - 1. Bug list will contain information log by built-in audit processes. This will include invalid lookups, unloaded records due to errors, data missing from required fields, and rule validation issues.
 - ii. Acceptance: Review of bug list and count of bugs, custom data populated into data warehouse tables; test cases created
- h. Phase 7 – Custom Testing through August 11, 2017
 - i. Deliverables: Documentation of the completed test cases agreed upon by Versifit and Client, which includes the test case, who tested, and a summary of the results
 - ii. Acceptance: Test cases executed and verified upon by Versifit and Client to assure completeness
- i. Phase 8 – Custom Deployment through August 18, 2017
 - i. Deliverables: Software deployed and usable in a production state which includes the following itemized deliverables:
 - 1. Assessment Data Quality and Analysis
 - 2. Public Dashboard
 - 3. ChildPlus connector
 - 4. AESOP connector
 - ii. Acceptance: Deployed to production and useable

6. VERSIFIT PERSONNEL

6.1 Identified below are the Versifit personnel primarily responsible for completing the tasks described in this Agreement.

| Role | Personnel |
|--------------------------|--------------------------------------|
| Customer Success Manager | Brandon Nyberg, nybergb@versifit.com |

6.2 Subject to change as required for completion of finalized Client objectives. Any changes in personnel will be communicated to Client within ten (10) days of the change.

7. CLIENT PERSONNEL

7.1 Identified below are the Client personnel primarily responsible for completing the tasks described in this Agreement.

| Role | Personnel |
|---|---|
| Director of Data, Research and Accountability | Billy Buchanan, billy.buchanan@fayette.kyschools.us |

7.2 Any changes to Client personnel must be communicated to Versifit in writing within ten (10) days of the change.

Changes to key Client personnel may result in extending the completion deadline and incur further costs. Changes to the deadline and costs will be documented in writing through a Change Order drafted by Versifit.

ACCEPTANCE

VERSIFIT TECHNOLOGIES, LLC

Authorized
Signature:

Teresa Grise

Title:

CFO

Date:

11-29-16

Fax Number:

920-243-1791

Federal

Tax Number:

39-1943784

WTB
M
CLIENT

Authorized
Signature:

[Signature]

Title:

Date:

Other Required Signature

Client Purchasing Department or Other

Client Signature

Title

Date

Exhibit A-2
Services Agreement for Base Edvantage Maintenance Support

THIS SERVICES AGREEMENT including all exhibits ("Agreement") is entered into and is effective as of November 18, 2016 ("Effective Date") by and between Fayette County Public Schools ("Client"), with its principal place of business at 701 E Main St, Lexington, KY and Versifit Technologies, LLC ("Versifit"), a limited liability company, with its principal place of business at 210 W College Ave, Appleton, WI.

1. RECITALS

- A. Client desires to engage Versifit in maintenance for Edvantage™; support includes providing access to upgrades, bug fixes, and enhancements, along with support for issues described in this Agreement.
- B. Versifit wishes to provide described services for Client pursuant to this Agreement.
- C. Support will be provided from the date deployment is considered complete and June 30, 2017.

2. VERSIFIT RESPONSIBILITIES

2.1 Listed in this section are responsibilities of Versifit in relation to this Agreement.

- a. Provide support coverage from 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday, excluding national holidays; Versifit support phone number will be available for Priority 1 and 2 items until 7:00 P.M. CT, at no additional charge.
- b. Work to resolve valid issues ("Case") related to Edvantage.
- c. Provide Client with bug fixes and product enhancements on a regular schedule through the Basic Maintenance Program ("Program").
- d. Provide up-to-date product information, code updates, and technical documents through Versifit's online tool.

3. CUSTOMER RESPONSIBILITIES

3.1 Remote access. Remote access to Client's systems will be required to provide fullest level of support. Client has two options: (i) expose Client systems to Versifit office network via firewall rules or (ii) offer unrestricted VPN access using a supported client (i.e., PPTP, Cisco, or SSH). A surcharge will be required if Client can only offer restricted VPN access or a secondary VPN client (e.g., Sonic Wall, etc.).

3.1.1 When connecting remotely, Versifit will attempt to reproduce the issue in the Test/Development environments (if available) and resolve the issue in that environment for Client to migrate to Production. If the client has an issue in an environment that cannot be reproduced in the Test or Development environments—and Versifit support staff are not granted access to the problematic environment—then Versifit cannot provide substantive support and cannot commit to resolution.

3.1.2 Client accepts that not providing Versifit with direct access or read-only access to the problematic environment will negatively impact Versifit's ability to provide the most effective support and Client will not hold Versifit responsible for delays in support relating to this denial of access.

4. COMMUNICATION

4.1 Forms of communication. There three forms of communication supported by this Agreement. Client can choose from the communication forms described in this section:

- a. **Phone.** Clients can call the maintenance team directly at 800-610-1313 option 2. This line is covered during standard business hours. If Edvantage production environment is offline, Client should contact Versifit on this line as well as creating a case online (see 3.1.c).
- b. **Email.** Product issues can be emailed to the maintenance team at support@versifit.com and these messages will be forwarded to the on-call product engineer and manager. If Client's Edvantage production

environment is offline, include "URGENT SYSTEM OFFLINE" in the email reference and also call the team at the phone number referenced above.

- c. **Online.** Online access to case information available 24/7. At any time during the case resolution process, Client can track the progress of a reported case or add comments or attachments for the Versifit support engineer through the online tool. The primary means of communicating product issues to the Edvantage maintenance team will be by logging in and creating a case at the Versifit extranet site. In addition to being able to clearly communicate the issue, including posting documents and screen images, the creation of a case online will immediately contact the on-call engineers. This approach provides immediate feedback in creation of the case as well as traceability for both Client and Versifit. All maintenance cases can also be viewed and maintained from the Versifit Extranet site. If Client's Edvantage production environment is offline, Client should set the priority of the case to 1, for priority routing.

4.2 Additional fees. Non-emergency calls after 5:00 P.M. CT and emergency calls after 7:00 P.M. CT will be charged a surcharge. Additional hours of regular support can be negotiated by the client for an additional fee. Periodic after-hours support is available but must be pre-arranged.

4.3 Required information. Communications to Versifit through the Program should minimally include the following information:

- a. A complete description of the issue, including (i) any error numbers; (ii) messages; (iii) examples (e.g., SQL statements); or (iv) Production Keys (e.g., Student ID or Course Sections)
- b. Whether the issue is intermittent or is regular and can be reproduced
- c. Client environment specifics (e.g., browser and operating system versions, hardware)
- d. Alternate contact phone number or email, other than the one on record, if needed
- e. Priority rating (see 4.4).

4.4 Prioritization, Assignment, and Response. Client and product support engineer will together assign the appropriate severity level to the reported issue ("Case"). The severity level assigned will reflect the nature and urgency of the Case. A lower severity level does not imply that Versifit devotes fewer resources to the Case, as the Case will be resolved quickly and efficiently.

4.4.1 When possible, Versifit will attempt to provide a workaround for the Case until the problem can be resolved.

4.4.2 If Client is not satisfied with the progress of the Case, Client can request the Case be escalated.

4.4.3 If a Priority 1 issue is reported after business hours, Versifit will strive to respond within the first business hour of the next business day.

4.4.4 Note below is a description of Case severity levels and response time guidelines.

| Rating | Case Classification | Initial Response Goal | Update Frequency Goal | Support Response |
|-----------------------|--|-----------------------|-----------------------|--|
| Priority 1 (Critical) | The Edvantage production environment is 80-100% unavailable from either a technical or business perspective. | 1 Hour | 2 Hours | The required analyst & developer resources will be assigned immediately and will work to resolution during normal business hours. Resolution will take precedence over all other assigned tasks. |
| Priority 2 (Serious) | The Edvantage production environment is 20-80% unavailable from either a technical or business perspective. | 2 Hours | 1 Day | The required analyst & developer resources will be assigned within 24 hours and will work to resolution during normal business hours. |
| Priority 3 | The Edvantage production | 4 Hours | 3 Days | The required analyst & developer |

| Rating | Case Classification | Initial Response Goal | Update Frequency Goal | Support Response |
|---------------------|---|-----------------------|-----------------------|--|
| (Moderate) | environment has failed to perform a non-mission-critical task. The problem is deemed one that can be worked with in the short term. The Edvantage development environment is partially or wholly unavailable. | | | resources will be assigned within five business days. The resolution will be worked on during normal business hours. Other assigned tasks may take priority if an agreeable workaround is identified and/or implemented. |
| Priority 4 (Minor) | A minor problem that does not make the production or development environment unworkable and is not related to a system failure. | 8 Hours | 5 Days | The resolution will be scheduled to be developed and tested for the next Patch or Release as determined by the appropriate Product Manager |
| Priority 5 (Advice) | Content development support or "how-to" inquiries | 1 Day | None | Support provided as time permits during normal hours. |

4.4.5 Reassignment to development. Some technical issues may require corrective code. Such issues can only be assigned to a developer when there is a test case available (i.e., the issue is reproducible). When Versifit has reproduced the issue, the related issue number will be reassigned to the appropriate Edvantage development project and issues list. Issues will be tracked if there is a deficiency in the product such that it does not conform to the description set forth in the product documentation or is an approved enhancement. Issues are classified using severity levels, which allows Versifit's R&D and QA teams to compile and analyze the list of known issues with Edvantage. For reported Critical and Serious issues, Client will be informed of the remedy proactively. Otherwise, customers are not usually notified once an issue has been corrected in a later version of the product. However, Client may use the issue number to follow up on the issue when contacting the support department. When a new release of Edvantage is available, all the logged/tracked issues resolved by the release will be listed in the release notes. These documents are posted on the Edvantage support site.

4.5 Notifications. At the time of online registration, Client has the option to subscribe to an email distribution group to receive regular notification of new and updated Hot Fixes and Service Packs. Notification of software improvements made available in product updates are also announced to customers via the Edvantage Support website, and occasionally by email when appropriate. Product updates may be delivered via the Edvantage website, by mail, or by courier (at Client's expense). Client is strongly encouraged to review all read-me files included with any software update to ensure the update is applicable to their specific product version and build.

5. SCOPE OF SUPPORT.

5.1 There is no limit on the number of cases or hours for product issues.

5.2 Only the current and one prior major release of Edvantage will be covered under the Program. The currently supported releases will be listed on the Edvantage support website.

5.3 If the issue were determined to be a deficiency of the Versifit software¹ (or embedded software such as Business Objects), or an operational issue, the maintenance contact will cover these hours including correcting the logic and working with Client to ensure data integrity and accuracy. Versifit will make the determination of whether this is a deficiency of Versifit's software. An initial priority will be set in accordance with the criticality guidelines as specified in this document (see 4.4.4). Subsequent priority will be jointly determined by Versifit and Client.

5.4 Level 1 Support is not to be provided to all users at Client agency. It is expected that Client will establish a

¹ Software Deficiency (or "bug") is defined as Edvantage not performing as specified for the given platform and approved use. If Edvantage is not performing as desired, but performing as designed, then this will be considered an enhancement. If the enhancement is considered a design oversight or priority enhancement it can, at Versifit's discretion, be treated as a Deficiency from a development priority standpoint.

Level 1 help Desk to support the users of the solution. Versifit will provide Level 2 through 4 support services to Clients with a current maintenance Services Agreement.

5.5 If Client requires technical assistance that is not related to system-related issues (Non-Support Services²), then Client will be required to purchase consulting services or a Service Block Agreement (SBA) for any additional unrestricted support.

5.6 Versifit Support Services will collaborate with Client on Level 4 support issues, but Client will take primary responsibility for resolution of issues with third-party components of the solution.

5.7 Data model and ETL procedures. The Edvantage data model will evolve over time to accommodate new entities, data elements, sources, and analytical requirements. To support those changes, the related indexes, functions, and ETL procedures will require modification and testing. Changes to staging tables and keymap tables and other supporting structures may also require modification. Clients will only receive releases/updates for the components/domains that they have purchased under the terms of maintenance (see Exhibit B: Schedule 1). If Client adds an optional domain to their deployment, this will automatically be covered by maintenance.

5.7.1 New database objects and ETL procedures will not include any Client customizations that may be required. Client is responsible for all local customizations to their database objects or ETL. Upgrades to the data model will be delivered with a combination of SQL scripts for the supported database platforms and the relevant database objects (e.g., Versifit packaged tables, indexes, and functions). As the ETL procedures are customized to each client environment, updates to ETL will be communicated in a document showing where changes are to be implemented using highlights and comments.

5.8 Framework. There are many improvements to the underlying processing and/or metadata that may be affected in order to increase performance, flexibility, or configurability or to facilitate administration and new features. These improvements may otherwise not have appreciable value to the majority of the users. Such Framework enhancements are necessary for the long-term viability of the Edvantage solution and will be covered under maintenance.

5.9 Dashboard. The Edvantage Dashboard/Portal (EIP) is a mature application that can benefit from additional metadata, user-interfaces for definition, and other enhancements to improve user experience or provide greater ease of administration. Based upon client-input and development priorities Versifit continues to address deficiencies and enhance this product under maintenance.

5.10 Packaged Reports/Analyses and Supporting Semantic Metadata. The standard library of analytical content (both Dashboard and Business Objects content) provided with the Edvantage solution, as well as the available Extended Analytical Content package, will require modification to incorporate changes to the data model and requested enhancements from the client-base. This will likely also require redevelopment of the underlying semantic metadata. Content deficiencies will be addressed under maintenance. The scope of enhancements covered under maintenance will be determined by client input and development priorities.

5.10.1 The Dashboard and Business Objects content (and related semantic metadata) provided by Versifit with Edvantage was designed to be updated with ease. If the client has modified the packaged content (or related metadata) in a manner which was not approved, Versifit will not warrant that releases or updates will not negatively impact or overwrite those client modifications.

5.11 Platform upgrades. Version upgrades to server and Client operating systems, database systems, application servers, browsers, and other required platform software will be released continuously following an independent development schedule.

5.11.1 The components of the Edvantage solution will be regression tested and certified for each new major release of the supported platform software as part of the Program.

5.11.2 Client may add their non-supported platform software to maintenance for an additional fee (to be determined) for the period of one (1) year, annually renewable, for a period of three (3) years.

² Non-Support Services are defined as services not related to the routine daily functioning of Edvantage. If Client wishes to change or add to the routine functioning of Edvantage, this is considered consulting services. Likewise, development of custom district content is considered consulting services and not covered by the Program.

5.12 Supported sources. The Edvantage solution provides predefined interfaces to load data from a number of supported K-12 education source systems (e.g., PowerSchool, Infinite Campus, or PeopleSoft) and for the major standardized tests (e.g., DIBELS or ACT). These sources of data change following an independent development schedule and the Program will cover these changes.

5.12.1 When the third-party vendors modify the source data (i.e., model, codification, or logic) these changes must be mirrored in the Edvantage ETL processes. Changes to supported data sources will be covered by the Program.

5.12.2 Client customizations, modifications, extensions, or non-standard utilization of data sources are not necessarily supported by the Program. Versifit will provide an explanation of the changes in the release notes and in the ETL implementation notes. Client can either apply with their local modifications in mind or can engage Versifit to implement the changes utilizing a Service Block Agreement (SBA) or separate service agreement. New products developed for Client under "Work for Hire" terms will be assumed to be covered under the maintenance program and a maintenance coverage charge will be included in the corresponding Services Agreement and any associated charges will be individually determined and pro-rated for the remainder of the first year.

5.12.3 Clients may add non-supported data sources to maintenance for an additional fee (to be determined) for the period of one (1) year, annually renewable, for a period of three (3) years.

5.13 Bundled software. Version upgrades to software embedded or bundled into the Edvantage solution (e.g., Business Objects Enterprise or Chart Director) will be released continuously following an independent development schedule. Maintenance will cover the following:

5.13.1 Regression testing for all components of the Edvantage solution with each new major release of the bundled/embedded software.

5.13.2 Testing of each major release of the bundled software (e.g., Business Objects Enterprise Service Pack) with the Edvantage solution will be performed on Versifit's development servers to identify any major issues, and the bundled software will be certified. Minor updates ("Hot Fixes") to bundled software may not be tested but will be made available to clients under maintenance. OEM Partners, such as Business Objects, perform their own regression testing of their software.

5.13.3 New versions of the bundled software will be made available to clients who have current maintenance on the Versifit FTP server.

5.13.4 If Versifit R&D identifies minor updates that should be deployed by clients to resolve known issues, Versifit will actively advise clients enrolled in the Program.

5.13.5 Client may add their non-supported portal, reporting, or analysis software to maintenance for an additional fee to be determined for the period of one (1) year, annually renewable, for a period of three (3) years.

5.14 Custom requests. Client may still acquire new features outside of the Edvantage release schedule under a separate agreement. Custom enhancements that are integrated into the core code-base will be covered under the Program after that point.

5.15 Product Steering Committee (PSC). The Product Steering Committee will provide direction for the Product Maintenance Program and strategic input into product design. The PSC will be comprised of the Versifit Management Team and accept input from client representatives.

5.15.1 Periodic user meetings. In order to effectively collect client-input on design priorities and product features and to provide a customer forum, Versifit will hold periodic online meetings for all maintenance customers.

5.16 Call for participation (CFP). If Client or Versifit wish to add new components to the generally offered Edvantage solution, or otherwise substantially change an existing component of the solution, joint development of this may be proposed to the relevant client community through a Call for Participation document. The CFP will document the requirement/s, specifications, design approach, and a good faith estimate for design, development and testing.

5.16.1 The estimate provided for CFP work will be discounted and based solely upon cost of development.

If the Product Steering Committee believes that this addition/enhancement has mass appeal, Versifit may choose to share in the cost of development. Clients who do not participate in the CFR will be required to pay for the addition or enhancement at full-price. For clients who participate in the CFR, the delivery of the addition/change will be considered the same as a purchase of the component from the standpoint of the Maintenance Program.

5.17 Documentation. All enhancements to the Edvantage solution will be incorporated into the User and/or Technical Documentation, as appropriate. Step-by-step installation notes and detailed release notes will also be compiled for each major release and for patches, as appropriate. Additionally, based upon client-input, the maintenance program will support the expansion and enhancement of the product documents in general.

5.18 Deployment of releases and updates.

5.18.1 It will be the client's responsibility to deploy all releases and updates.

5.18.2 New releases and updates will be delivered from the Edvantage support site in a package suitable for deployment in existing environments.

5.18.3 Release and installation notes will be provided with each Release or update, unless otherwise noted.

5.18.4 Installation packages (e.g., scripts and executables) assume that the client deployment is current on releases and updates. All releases and updates must be applied in order. A list of releases and updates, in order, is available on the Edvantage support site.

5.18.5 Clients wishing to install into a new environment should call the Edvantage Support Desk for the required scripts.

5.18.6 Versifit will deploy new releases and upgrades for Client, but this is not covered by the Program unless they are covered by the Edvantage Premium Support Agreement. A separate SBA or consulting/services agreements will be required. It is conceivable that some upgrades may require Versifit deployment and, if so, Client will be contacted and special arrangements will be made.

5.18.7 The Support Contacts (see 8.1) will be notified by email (or in other written form) of any changes, additions, updates, or deletions that would impact their deployment.

5.19 Support for custom applications. Versifit provides technical support for applications customized by Versifit staff. If the issue is determined to be with non-Versifit code (e.g., code written by Client's application developers or third-parties), Versifit will attempt to offer direction, but ultimately it is up to Client to resolve any errors in custom code. Versifit can support and remediate custom code under a separate support or service agreement.

5.20 Levels of support defined.

5.20.1 Level 1. Support staff has only basic understanding of the product/s and primarily accepts or screens issues submitted by the business and creates support tickets to submit Case to the appropriate Level 2 support resource. Only minimal diagnostics are performed and primarily information collection and reporting. Versifit does not provide Level 1 support under standard maintenance agreements, but optionally may do so under Premium Support Agreements or separate statements of work.

5.20.2 Level 2. Support staff possesses broad product knowledge and modest development experience and will perform data analysis and diagnosis Case submitted by Client and Level 1 support resources. Level 2 staff should often be able identify the issue and perhaps even implement a temporary or permanent fix. Level 2 staff will escalate unresolved issues to Level 3 resources. Versifit and Client share Level 2 activities with Client's Level 2 resources performing initial analysis/diagnosis and creating tickets for Versifit's Support Services. Certification by Versifit of Client's staff designated for Level 2 support is strongly encouraged.

5.20.3 Level 3. Support staff is intimately familiar with the product and possesses deep development experience—often, the actual product development team. Cases will only be escalated to Level 3 support by Level 2 resources. Designated Client contacts should only communicate directly with Level 3 support if the Case has already been created and escalated by a certified Level 2 resource.

5.20.4 Level 4. Support staff for third-party components of the solution (e.g., hardware, OS, DBMS, BI Tools, or source system vendors) are at times required in the resolution of a Case. Typically, the client

relationship is directly with the third-party vendors and Client must initiate the issue with the third-party. Versifit Support Services resources will work collaboratively with Client and the third-party on Case resolution and, if desired and appropriate, Versifit will act on behalf of Client. For select supported third-party products—acquired through Versifit—Versifit Level 2 or 3 staff will initiate and manage Level 4 support seamlessly.

6. FEES & BILLING

6.1 The fees associated with the Edvantage Solution Maintenance are based upon the solution components installed in Client's production instance. Currently installed components are listed in Appendix A of this Agreement.

6.2 Maintenance Years are defined as July 1 through June 30. All programs will be renewed on July 1 of each year. First year, mid-term maintenance will be pro-rated from 60 days after the Final Acceptance until June 30 of that support year.

6.5 Continuous maintenance policy. Software updates and enhancements are only provided for current versions of Edvantage under maintenance. Updates and enhancements may be applied to prior versions of Edvantage, but are not supported. Maintenance must remain continuous for updates and enhancements to remain supported. Any gap in maintenance coverage for Client's Edvantage solution will require retroactive payment of the appropriate fees to restore the deployment's maintenance coverage.

6.6 The installed components for each deployment will be assessed annually and fees adjusted accordingly. First year, mid-term maintenance for new components will be pro-rated by quarters through June 30 of that support year and will be invoiced with the purchase of the component.

6.7 Rates will be evaluated annually in March and are subject to change. Client may "lock-in" the current rate by pre-purchasing future years of maintenance. Fees are based upon membership and may increase or decline per participating agency as Program membership grows or scope of support services are altered. These decisions will be made by the Product Steering Committee.

6.8 Clients will be advised sixty (60) days prior to expiration. Maintenance will be renewed for the next year unless Versifit is notified in writing prior to expiration.

6.9 Failure to remit payment for maintenance and related services within terms will be considered a breach of this Agreement and may result in denial of support.

6.10 Versifit will submit billing to Client upon receipt of a valid Purchase Order. Versifit payment terms to Client is Net 30.

6.11 Invoices. Invoicing for authorized services will be sent to:

NAME: William Buchanan

TITLE: Director of Data, Research, and Accountability

ADDRESS: Fayette County Public Schools

Annex Rm 200

701 E Main St

Lexington, KY 40502

PHONE: (859) 381 - 4187

EMAIL: Billy.Buchanan@fayette.kyschools.us

6.12 Client represents it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within Client's biennial appropriation or limitation.

7. VERSIFIT PERSONNEL

7.1 Identified below are the Versifit personnel primarily responsible for completing the tasks described in this Agreement.

| | |
|------------------------------|--------------------------------------|
| Director of Support Services | Dan Piotrowski, piotrod@versifit.com |
|------------------------------|--------------------------------------|

7.2 Subject to change as required for completion of finalized Client objectives. Any changes in personnel will be

communicated to Client within ten (10) days of the change.

8. CLIENT PERSONNEL

8.1 Support contacts are limited to 5 pre-registered individuals per Client. Client must assign two of the contacts as primary (see 8.1.a and 8.1.b). Authorized third-party contractors may be registered for contact. All defined client contacts can create, modify or close support cases / issues. A web-form will be sent to each participating customer to identify his/her contacts. Versifit recommends the following roles for Client's contacts:

- a. **Primary Support Contact:** This contact is the only one authorized to change who is a contact for Client or other Client information in the system.
- b. **Primary Deployment Technical Contact:** This contact receives all bug fixes, enhancement code, etc. and is primary point of contact for Versifit's development team when developing, testing, and deploying new code. This role must be able to coordinate with Client DBAs and applications and infrastructure staff.
- c. **Secondary Technical Support Contact/s:** These are Client technical team leaders who will also be responsible for Edvantage site support and content development.

8.2 Additional Contacts are available for an additional \$500 per year fee. Client is encouraged to establish a Level 1 Help Desk to support end-users of the solution.

8.3 Identified below are the Client personnel primarily responsible for completing the tasks described in this Agreement.

| | |
|---|---|
| Director of Data, Research and Accountability | Billy Buchanan, billy.buchanan@fayette.kyschools.us |
|---|---|

8.4 Any changes to Client personnel must be communicated to Versifit in writing within ten (10) days of the change. Changes to key Client personnel may result in extending the completion deadline and incur further costs. Changes to the deadline and costs will be documented in writing through a Change Order drafted by Versifit.

ACCEPTANCE

VERSIFIT TECHNOLOGIES, LLC

| | | |
|---|---------------------------------------|-----------------------|
| Authorized Signature: <u>Teresa Giese</u> | Title: <u>CFO</u> | Date: <u>11-29-16</u> |
| Fax Number: <u>920-243-1791</u> | Federal Tax Number: <u>39-1943784</u> | |

CLIENT

| | | |
|--|------------------------------|-----------------------|
| Authorized Signature: <u>[Signature]</u> | Title: <u>Superintendent</u> | Date: <u>11-29-16</u> |
|--|------------------------------|-----------------------|

Other Required Signature

| | | |
|--|-------|------|
| Client Purchasing Department or Other Client Signature | Title | Date |
|--|-------|------|

EXHIBIT B
Software License Agreement

THIS AGREEMENT is made on November 18, 2016 ("Effective Date") by and between Fayette County Public Schools ("Client") having offices at 701 E Main St, Lexington, KY and Versifit Technologies, LLC ("Versifit") having offices at Appleton, Wisconsin for the licensing of the Versifit Software, as defined below.

Section 1. Definitions. The following terms shall have the meaning stated in this section:

1.1 "Agreement" means this Software License Agreement and, if signed in conjunction with a "Services and Software Agreement" between Versifit and the Client, such agreement also, and all of the annexed schedules and exhibits, together with any future written and executed amendments thereto.

1.2 "Client Content" means all information, data, and materials provided by Client to Versifit pursuant to this Agreement, including, but not limited to, text, graphics, or materials generated in any form or media and data and necessary database table structures owned, maintained, or managed by Client.

1.3 "Project Technology" means any software or system that the Client owns and uses to manage the Versifit Software implementation project in order to ensure a successful completion.

1.4 "Client Technology" means any Client owned or developed, proprietary software, which may be used in conjunction with the Versifit Software.

1.5 "Documentation" means any materials related to the Versifit Software and provided by Versifit for use in connection with the Versifit Software.

1.6 "Parties" means both Versifit and Client, and "Party" means either Versifit or Client, as the case may be.

1.7 "Versifit Software" means: (i) all of the computer program(s) specified on Schedule 1 Advantage Parts List to this Agreement, consisting of a series of instructions or statements in machine-readable object code form; (ii) any revisions or updates provided by Versifit to the Client, pursuant to the terms of this Agreement; and (iii) the Documentation as defined in this Agreement.

Section 2. Ownership of Technology and License.

2.1 **Ownership.** The Parties agree that Versifit is the owner of certain technology and intellectual property embodied in the Versifit Software offered under this Agreement. The Parties further agree that Versifit's performance under this Agreement will result in the creation of additional technology embodied in work product delivered in conjunction with the project ("Project Technology").

2.2 **License Grant.** In accordance with the terms and conditions of this Agreement, Versifit hereby grants to Client and Client accepts from Versifit, a perpetual, non-exclusive, royalty-free, fully paid-up, non-transferable license to use all or any part of the Versifit Software and the Project Technology that Versifit creates specifically for the Client under this Agreement. Client shall not have the right under this Agreement: (i) to reverse engineer, decompile, disassemble, re-engineer, or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Versifit Software or the Project Technology, or their structural framework; or (ii) to use the Versifit Software or the Project Technology in whole or in part for any purpose except as expressly provided under this Agreement.

2.3 **Limited License.** The Client shall only use or incorporate the Versifit Software in Project Technology that is used by the Client solely for its own internal, data reporting, and analysis activities. In that regard, Client shall not, without the prior written consent of Versifit: (1) use, or permit any third-party to use, the Versifit Software or Project Technology unless such use is solely for the benefit of Client, (2) sell, distribute, or otherwise use the Versifit Software or Project Technology in products, software, or services sold, distributed, or otherwise provided to third-parties, or (3) license or sub-license the Versifit Software or Project Technology to third-parties. Any consent

required by this Agreement may be withheld, conditioned, or delayed in the sole and exclusive discretion of Versifit. Client acknowledges and agrees that the grant, if any, of additional licenses or the right to sublicense shall be specifically conditioned on the payment of a license fee by or on behalf of the new licensee or sub licensee. No service bureau work is permitted. For purposes of this Agreement "service bureau work" shall be deemed to include, without limitation, use of the Versifit Software to process or to generate output data for the benefit of, or for purposes of rendering services to any third party not licensed in accordance with this Agreement.

2.4 **Client Content.** As between Client and Versifit, Client shall own all right, title and interest in and to the Client Content. Client hereby grants to Versifit a non-exclusive, non-transferable, limited license, to use the Client Content under the terms and conditions of this Agreement solely in connection with Versifit's performance of this Agreement. The Parties agree that any raw data or source data input into Versifit products is and shall remain the property of Client. Client further agrees to provide Versifit with exports of the source data at intervals to be mutually agreed upon by the Parties. Client further agrees that Versifit may use the source data for purposes of application development, enhancement of logic or algorithms, and the generation of analytical reports provided to governmental entities to which Client has statutory or regulatory reporting responsibilities. Client agrees that any analytical data or reports resulting from its use of the Versifit Software or the Project Technology shall be used solely for Client's internal purposes.

2.5 **Delivery of Versifit Software.** On the dates specified in this Agreement, Versifit shall deliver: (1) copies of all designs, drawings, and specifications for the Versifit Software in electronic form, (2) source code and object code of any software incorporating the Versifit Software in electronic form, (3) one current working prototype of the Versifit Software, and (4) any other items reasonably necessary for Client to use the Versifit Software.

2.6 **Future Developments by Versifit.** The licenses set forth in this Agreement shall not include any developments, enhancements or modifications to the Versifit Software or Project Technology by Versifit occurring after the conclusion of the project that is the subject of this Agreement. If Client enters into an agreement for maintenance with Versifit, such agreement shall control Client's entitlement to future enhancements and modifications.

2.7 **Copies.** The licenses granted in this agreement include the right to copy the drawings and specifications of the Versifit Software, the Project Technology or Client Technology, any software incorporating the Versifit Software or Client Technology and any other elements of the Versifit Software, Project Technology or Client Technology solely as necessary for the purposes permitted by this Agreement.

Section 3. Consideration. Client shall pay Versifit \$279,171, which includes an agreed upon discount, for the Software License.

Section 4. Termination.

4.1 Versifit shall have the right, shall be but not required, to terminate any licenses created under this Agreement upon termination of the Agreement by either Party.

Section 5. General Provisions. If the Parties have signed a "Services and Software Agreement" the terms and conditions found in sections 7 - 13 of such agreement shall apply to this Agreement, as if set forth fully herein.

AGREEMENT

VERSIFIT TECHNOLOGIES, LLC

Authorized
Signature:

Teresa Giese

Title:

CFO

Date:

11-29-16

Fax Number:

920-243-1791

Federal

Tax Number:

39-1943784

CLIENT

Authorized
Signature:

[Signature]

Title:

Superintendent

Date:

11-29-16

Other Required Signature

Client Purchasing Department or Other
Client Signature

Title

Date

SCHEDULE 1
Software License Agreement
Edvantage Part List

| | |
|---------------|--|
| KVP-000-014 | Assessments (ACT, College Board Assessments, CogAT, International Baccalaureate, MAP, KY State Test, ACCESS) |
| KVP-062-018 | Finance DW Core |
| KVP-000-070-S | Edvantage Dashboard Standard Edition |
| KVP-152-060 | Student Standard Infinite Campus Connectors |
| KVP-070-071 | Edvantage Performance Analysis Dashboard Content |
| KVP-179-062 | Finance Connectors Tyler MUNIS |
| KVP-000-083 | Edvantage uDL ETL Services Perpetual License |
| KVS-083-097 | Edvantage ETL Services Training (2 days, max 12 participants) |
| KTS-070-097-2 | Edvantage Dashboard Development Training (2 days, max 12 participants) |
| KVP-000-015 | Special Education |
| KVP-000-030 | Student Health |
| KVP-000-043 | Survey Data Framework |
| KVP-000-021 | Student At Risk / Early Warning |
| KVS-PSAC-999 | Use & Adoption |
| KVP-000-038 | Graduate Outcomes License (Includes NSC Loader) Business Objects for 10 users |
| Customization | Custom Report Time |
| Customization | Assessment Data Quality and Analysis |
| Customization | Public Dashboard |
| Customization | ChildPlus |
| Customization | AESOP |

SCHEDULE 2

Software License Agreement

Client Technology & Client owned hardware, operating systems, and related infrastructure comprising the production, test, and development environments, which the Versifit Software will reside upon.



FAYETTE COUNTY PUBLIC SCHOOLS

Memorandum of Agreement: Data Sharing Agreement

Introduction

- This document is an agreement between the Fayette County Public Schools (FCPS) and _____ (hereinafter "the contracting party") regarding the transfer of student and teacher data to the contracting party and the subsequent processing of that data.
- This agreement excludes any data which is freely and publicly available through other sources.
- Pursuant to KRS 61.932 and KRS 365.734, the parties to this agreement do hereby agree to the following:

Mechanism for Data Sharing

FCPS and the contracting party will at the appropriate time agree on a file or data sharing process that will involve the encrypted transfer of the data via the public networks.

Obligations of the contracting party

The contracting party warrants that it will:

- Use this data only for the joint project outlined above.
- Read and strictly comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and KFERPA; KRS 160.700 *et seq.* While in possession of this data maintain it in a secure, non-public location.
- Ensure that the student data will be accessed, used and manipulated **only** by those individuals necessary for the successful implementation of the project.
- Advise all individuals accessing the data on proper procedures for securely maintaining the data.
- Take appropriate technical and organizational measures against the unauthorized or unlawful accessing of the data.
- Securely delete all copies of the student data when they are no longer required. "Securely delete" means that industry standard methods will be taken for the purpose of ensuring that no unauthorized person shall be able to reasonably locate or extract the data after the deletion date.
- Promptly comply with any request from FCPS to amend, transfer or delete the data or a subset thereof.
- The contracting party shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: John Price, Chair • Melissa Bacon, Vice Chair • Amanda Ferguson • Douglas Barnett • Daryl Love

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 659.381.4100 • www.fcps.net

Mailing Address: 1126 Russell Cave Rd., Lexington, Kentucky 40506

advertisement purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose.

- Defend, indemnify, and hold harmless FCPS its agencies, officers and employees from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of the FCPS' sole negligence. The legal defense provided by the contracting party to FCPS under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the FCPS is necessary. The contracting party also agrees to defend, indemnify, and hold FCPS harmless for all costs, expenses, and attorneys' fees finally awarded by a court or that are included in a settlement entered into by the parties. FCPS agrees to notify the contracting party of such a claim within a reasonable time and agrees to cooperate with the contracting party in the defense and any related settlement.

Data Breach Act

Pursuant to KRS 61.931, *et seq.*, the contracting party warrants it has procedures and practices in place to safeguard against security breaches.

In the event of a security breach, the contracting party shall notify the FCPS within 48 hours of the suspected or confirmed breach, and the contracting party shall begin conducting a reasonable and prompt investigation to determine whether the security breach has resulted in or is likely to result in the misuse of personal information.

Within 48 hours of completion of the investigation, the contracting party shall notify the above if the investigation finds that the misuse of personal information occurred or is likely to occur.

Data Opt Out

FCPS may provide a mechanism for students, parents or guardians to opt out of any data sharing agreement with any contracting party.



FCPS Superintendent



Contracting party representative



Date

11-29-16

Date

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

MEETING: Regular

DATE: 7/24/2017

TOPIC: Contract – International Baccalaureate Organization

PREPARED BY: Paula Whitmer

Recommended Action on: 7/24/2017

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve the contract for International Baccalaureate Organization.

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 International Baccalaureate Organization to provide professional development for the entire staff at Tates Creek Middle School on various elements of the IBO programme.

Policy: 01.11

Fiscal Impact: \$36,850.00

Attachments(s): Click here to enter text.

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

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

CONTRACT

THIS CONTRACT is entered into this 15th day of June, 2017, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 701 East Main Street, Lexington, Kentucky 40502, hereinafter referred to as the Board, and International Baccalaureate Organization, 7501 Wisconsin Avenue, Suite 200 West, Bethesda, MD 20814 hereinafter referred to as Second Party.

PARTIES:

The Board of Education of Fayette County, Kentucky, Tates Creek Middle School has established the need to provide professional development for the entire staff on Global Contexts for Teaching and Learning and Interdisciplinary Teaching and Learning in the Middle Years Programme (MYP) and has determined that this need cannot be met by existing district staff.

International Baccalaureate Organization provides professional development and has expertise or needed products as described herein.

PURPOSE:

The purpose of this contract is to improve the availability of onsite professional development for the entire staff at Tate Creek Middle School on various elements of the International Baccalaureate Organization programme.

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 Tates Creek Middle School as an independent contractor, services under the direction of Eric Thornsbury, Principal.
2. The second party shall provide professional development workshops on August 7-9, 2017 from 9:00 A.M. to 4:00 P.M. at Tate Creek Middle School.
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$36850. Additional expenses to be reimbursed are none, with a total amount of this contract not exceeding \$36,850.
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. 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.

12. 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.

13. 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.

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

15. 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.

16. This agreement will be in effect from ~~June 15, 2017~~, through ~~August 9, 2017~~, 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



International Baccalaureate Organization

Date

July 11, 2017

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.

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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 July 12, 2017
International Baccalaureate Organization
Date

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular

DATE: 7-17-17

TOPIC: Indirect Cost Rate Approval and Adoption

PREPARED BY: Rodney Jackson

Recommended Action on: 7-24-17 **Information Only**

Superintendent Prior Approval: No

Recommendation: This is to inform the Board of the restricted and non-restricted indirect cost calculations prepared by the Kentucky Department of Education of 5.28% and 16.33% respectively effective July 1, 2017.

Background/Rationale Indirect costs are expenditures in support of a program that are not directly identifiable to that program. The Federal government allows entities to be reimbursed for a portion of support expenditures incurred with relation to Federal programs. The Kentucky Department of Education calculates two different rates for indirect costs - restricted and non-restricted. Restricted rates may be applied to federal grants that exclude expenses for district administrative support and allow non-restricted rates that may be applied against district food service programs. The U.S. Department of Education requires the Kentucky Department of Education to have the indirect cost rates approved by school districts.

The Kentucky Department of Education Indirect Cost Rate Proposal is included with this agenda item and is also available on the Kentucky Department of Education website at the following address,

<http://education.ky.gov/districts/FinRept/Documents/Indirect%20Costs%202017-2018.xlsx>

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Superintendent Emmanuel Caulk

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

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

Fiscal Impact: NA

Attachments(s): One attachment

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INDIRECT COST RATE APPROVAL AND ADOPTION

BACKGROUND AND RATIONALE:

Indirect costs are expenditures in support of a program that are not directly identifiable to that program. The Federal government allows entities to be reimbursed for a portion of support expenditures incurred with relation to Federal programs. The Kentucky Department of Education calculates two different rates for indirect costs - restricted and non-restricted. Restricted rates may be applied to federal grants that exclude expenses for district administrative support and allow non-restricted rates that may be applied against district food service programs. The U.S. Department of Education requires the Kentucky Department of Education to have the indirect cost rates approved by school districts.

The Kentucky Department of Education Indirect Cost Rate Proposal is included with this agenda item and is also available on the Kentucky Department of Education website at the following address,

<http://education.ky.gov/districts/FinRept/Documents/Indirect%20Costs%202017-2018.xlsx>

PROPOSAL: Approve the adoption of the Indirect Cost Rate Calculated by the Kentucky Department of Education.

| <u>Item</u> | <u>Amount</u> | <u>Funding Source</u> | <u>Recurring/ Nonrecurring</u> | <u>Measurable Expected Impact and Timeline</u> |
|---|---------------------------|------------------------------|---------------------------------------|--|
| <u>Federal Grants & Awards</u> | <u>\$1,117,912</u> | 110-5220 | recurring | These funds are used to help provide support for federal grants and awards administration for the district |

RATIONALE:

Our goal is to allow reimbursement of expenditures made in support of Federal programs and grants that cannot be charged directly to the Federal program or grant under Federal OMB guidelines.

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:

“adopt the restricted and non-restricted indirect cost calculations prepared by the Kentucky Department of Education of 5.28% and 16.33% respectively effective July 1, 2017.”

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

MEETING: Regular

DATE: 7-17-2017

TOPIC: School Activity Funds Report

PREPARED BY: Rodney Jackson

Recommended Action on: 7-24-2017

Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: School Activity Fund Reports for the period ending May 31, 2017. The report details each school's activity fund expenses and receipts for the month and year ending previously noted.

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

Fiscal Impact: N/A

Attachments(s): School Activity Funds Report

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SCHOOL ACTIVITY FUNDS REPORT FOR MAY 2017

| SCHOOLS | MAY 2017 | RECEIPTS | EXPENSES | END BAL |
|------------------------------------|-----------------------|---------------------|---------------------|-----------------------|
| ELEMENTARY | | | | |
| Arlington | \$22,005.66 | \$4,550.11 | \$3,143.61 | \$23,412.16 |
| Ashland | \$38,798.76 | \$11,896.29 | \$20,184.85 | \$30,510.20 |
| Athens-Chilesburg | \$109,070.49 | \$11,118.07 | \$6,990.37 | \$113,198.19 |
| BTW Elementary | \$14,871.94 | \$5,107.02 | \$9,415.35 | \$10,563.61 |
| Breckinridge | \$14,157.70 | \$13,263.19 | \$10,272.51 | \$17,148.38 |
| Cardinal Valley | \$31,417.83 | \$6,500.98 | \$8,086.32 | \$29,832.49 |
| Cassidy | \$39,197.57 | \$17,202.92 | \$20,798.62 | \$35,601.87 |
| Clays Mill | \$31,866.25 | \$21,164.87 | \$20,532.18 | \$32,498.94 |
| Coventry Oaks (new) | \$6,690.36 | \$2,066.44 | \$2,171.77 | \$6,585.03 |
| Deep Springs | \$17,156.47 | \$9,687.76 | \$6,634.84 | \$20,209.39 |
| Dixie Magnet | \$36,741.39 | \$25,320.72 | \$37,425.20 | \$24,636.91 |
| Garden Springs | \$26,853.72 | \$4,532.03 | \$8,877.97 | \$22,507.78 |
| Garrett Morgan (new) | \$12,358.66 | \$9,656.33 | \$3,411.06 | \$18,603.93 |
| Glendover | \$48,845.01 | \$1,824.73 | \$1,416.30 | \$49,253.44 |
| Harrison | \$16,235.54 | \$9,805.33 | \$7,085.30 | \$18,955.57 |
| James Lane Allen | \$15,687.02 | \$7,799.61 | \$10,095.54 | \$13,391.09 |
| Julius Marks | \$34,932.89 | \$1,295.26 | \$7,073.21 | \$29,154.94 |
| Lansdowne | \$41,480.39 | \$16,756.55 | \$3,381.65 | \$54,855.29 |
| Liberty | \$54,728.80 | \$27,320.47 | \$29,152.54 | \$52,896.73 |
| Mary Todd | \$58,537.98 | \$4,829.64 | \$6,912.69 | \$56,454.93 |
| Maxwell | \$56,539.30 | \$1,776.02 | \$9,365.99 | \$48,949.33 |
| Meadowthorpe | \$37,174.91 | \$18,068.71 | \$32,052.99 | \$23,190.63 |
| Academy for Leadership @ Millcreek | \$16,676.35 | \$3,865.36 | \$8,028.51 | \$12,513.20 |
| Northern | \$29,406.99 | \$15,295.88 | \$19,101.51 | \$25,601.36 |
| Picadome | \$27,036.02 | \$19,481.35 | \$23,947.65 | \$22,569.72 |
| Rosa Parks | \$67,573.31 | \$27,953.99 | \$62,737.75 | \$32,789.55 |
| Russell Cave | \$9,699.75 | \$282.07 | \$4,901.11 | \$5,080.71 |
| Sandersville | \$31,396.99 | \$23,443.19 | \$27,343.87 | \$27,496.31 |
| Southern | \$56,926.39 | \$25,765.02 | \$43,235.14 | \$39,456.27 |
| Squires | \$50,835.76 | \$19,119.84 | \$30,041.57 | \$39,914.03 |
| Stonewall | \$69,244.41 | \$6,244.31 | \$20,269.19 | \$55,219.53 |
| Tates Creek | \$23,952.79 | \$19,511.60 | \$28,836.12 | \$14,628.27 |
| Veterans Park | \$32,461.45 | \$31,181.77 | \$34,658.17 | \$28,985.05 |
| Wellington | \$24,202.24 | \$32,657.47 | \$23,382.65 | \$33,477.06 |
| William Wells Brown | \$21,429.26 | \$1,124.20 | \$3,304.04 | \$19,249.42 |
| Yates | \$32,028.48 | \$6,143.57 | \$13,895.86 | \$24,276.19 |
| SUB TOTAL | \$1,258,218.83 | \$463,612.67 | \$608,164.00 | \$1,113,667.50 |
| MIDDLE | | | | |
| Beaumont | \$95,994.84 | \$12,746.73 | \$22,193.65 | \$86,547.92 |
| Bryan Station | \$61,096.11 | \$7,076.27 | \$21,398.06 | \$46,774.32 |
| Crawford | \$51,707.14 | \$7,078.77 | \$10,559.69 | \$48,226.22 |
| Edythe J. Hayes | \$125,447.96 | \$28,121.66 | \$50,200.48 | \$103,369.14 |
| Jessie Clark | \$92,607.88 | \$9,289.97 | \$22,866.27 | \$79,031.58 |
| Leestown | \$75,390.70 | \$16,815.61 | \$39,206.14 | \$53,000.17 |
| LTMS | \$55,891.38 | \$7,873.66 | \$19,177.20 | \$44,587.84 |
| Morton | \$75,405.21 | \$30,713.96 | \$30,363.92 | \$75,755.25 |
| SCAPA | \$42,713.14 | \$18,840.80 | \$32,179.07 | \$29,374.87 |
| Southern | \$143,168.70 | \$6,531.36 | \$30,753.29 | \$118,946.77 |
| Tates Creek | \$77,336.04 | \$9,081.20 | \$10,076.78 | \$76,340.46 |
| Winburn | \$34,945.49 | \$10,201.49 | \$11,782.39 | \$33,364.59 |
| SUB TOTAL | \$931,704.59 | \$164,371.48 | \$300,756.94 | \$795,319.13 |
| HIGH | | | | |

| | | | | |
|------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Bryan Station | \$156,871.89 | \$70,529.39 | \$38,655.35 | \$188,745.93 |
| Federick Douglass High (New) | \$10,336.61 | \$845.93 | \$40.00 | \$11,142.54 |
| Henry Clay | \$285,247.22 | \$163,169.78 | \$52,461.37 | \$395,955.63 |
| Lafayette | \$194,384.64 | \$128,345.51 | \$107,044.05 | \$215,686.10 |
| P.L. Dunbar | \$321,647.11 | \$100,251.90 | \$55,884.88 | \$366,014.13 |
| Tates Creek | \$228,313.68 | \$39,508.65 | \$50,476.76 | \$217,345.57 |
| SUB TOTAL | \$1,196,801.15 | \$502,651.16 | \$304,562.41 | \$1,394,889.90 |
| VOCATIONAL/ALT. | | | | |
| Cater G. Woodson | \$15,616.29 | \$4,332.67 | \$9,617.19 | \$10,331.77 |
| Eastside Tech Ctr. | \$50,969.32 | \$2,871.63 | \$21,399.28 | \$32,441.67 |
| Locust Trace Agriscience | \$50,949.72 | \$14,200.23 | \$16,051.80 | \$49,098.15 |
| MLK Jr. Academy | \$269,142.46 | \$43,999.50 | \$2,183.98 | \$310,957.98 |
| Southside Tech.Ctr. | \$19,005.67 | \$1,010.92 | \$5,920.97 | \$14,095.62 |
| Steam Academy | \$27,917.60 | \$10,743.86 | \$5,882.33 | \$32,779.13 |
| The Learning Center | \$5,942.64 | \$1,761.50 | \$2,166.00 | \$5,538.14 |
| SUB TOTAL | \$439,543.70 | \$78,920.31 | \$63,221.55 | \$455,242.46 |
| | | | | |
| GRAND TOTAL | \$3,826,268.27 | \$1,209,555.62 | \$1,276,704.90 | \$3,759,118.99 |

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

MEETING: Regular **DATE:** 07/24/2017

TOPIC: Personnel Changes

PREPARED BY: Jennifer Dyar

Recommended Action on: 07/24/2017
Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: N/A

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

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

Fiscal Impact: N/A

Attachments(s): Personnel Changes for July 24, 2017 Board Agenda

| Personnel Status | CERT / CLASS SAL | CLASS HR | SUB | SUPP |
|-------------------------|-----------------------------|-----------------|------------|-------------|
| New Hires | 1 | 4 | 20 | 3 |
| Transfers | 32 | 7 | | |
| Resignations | | 25 | | |
| Retirement | 7 | 9 | | |
| Emergency Cert | 1 | | 5 | |
| Adjunct | 4 | | | |
| Suspensions | | 2 | | |
| Summer Personnel | | 66 | | |

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PERSONNEL CHANGES

1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

- a. Employment of Certified/Salaried-Classified Personnel(limited contract) - This is to report the employment of the following certified/salaried employees(limited contract):

| Name | Location | Assignment | Effective Date |
|-----------------|-------------------------------|---------------------------|----------------|
| CONLEY, CAITLYN | LOCUST TRACE TECHNICAL CENTER | HS AGRICULTURE INSTRUCTOR | 07/03/2017 |

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

| Name | Location | Assignment | Effective Date |
|---------------------|------------------------------|-------------------------------|----------------|
| BRIDGES, SHARON | RUSSELL CAVE ELEMENTARY | ELEM READING INSTRUCTOR | 06/30/2017 |
| BROWN, DAWN | LAFAYETTE HIGH SCHOOL | HS ENGLISH | 06/30/2017 |
| BRUNN, AMY | ASHLAND ELEMENTARY | GIFTED & TALENTED INSTRUCTOR | 06/30/2017 |
| CONGLETON, TAYLOR | RUSSELL CAVE ELEMENTARY | EXC CHILD LEARNING & BEHAVIOR | 06/30/2017 |
| CORNETT, EMILY | CLAYS MILL ELEMENTARY | EXC CHILD - HEARING IMPAIRED | 06/30/2017 |
| DELFINO, MICHAEL | STEAM ACADEMY | HS MATH INSTRUCTOR | 06/30/2017 |
| DENNIS, TRACY | FINANCIAL SERVICES | ASSOCIATE DIRECTOR - FINANCE | 06/30/2017 |
| FAIG-SURROCA, NURIA | CARDINAL VALLEY ELEMENTARY | ELEM PRIMARY INSTRUCTOR | 06/30/2017 |
| FIELDS, KIRSTEN | PICADOME ELEMENTARY | ELEM PRIMARY INSTRUCTOR | 06/30/2017 |
| GARCIA, MERCEDES | LIBERTY ELEMENTARY | ELEM PRIMARY INSTRUCTOR | 06/30/2017 |
| GREENE, SUSAN | BRYAN STATION HIGH | HS MATH INSTRUCTOR | 06/30/2017 |
| HARRINGTON, KRISTIN | WELLINGTON ELEMENTARY | EXC CHILD LEARNING & BEHAVIOR | 06/30/2017 |
| HYDE, PHILLIP | EDYTHE J HAYES MIDDLE SCHOOL | MID MATH INSTRUCTOR | 06/30/2017 |
| LUCKETT, ASHLEY | MILLCREEK ELEMENTARY | ELEM PRIMARY INSTRUCTOR | 06/30/2017 |
| MARTIN, JACKLYN | EARLY START | ELEM PRESCHOOL INSTRUCTOR | 06/30/2017 |
| MARTIN, REBECCA | TATES CREEK ELEMENTARY | ELEM INTERMEDIATE INSTRUCTOR | 06/30/2017 |
| NEYLON, ERIN | SOUTHERN MIDDLE | MID SCIENCE INSTRUCTOR | 06/30/2017 |
| NOBLITT, MARY | LANSDOWNE ELEMENTARY | ELEM PRIMARY INSTRUCTOR | 06/30/2017 |
| NUNN, CHELSEA | SOUTHERN MIDDLE | MID MATH INSTRUCTOR | 06/30/2017 |
| OSBORNE, JENNIFER | VETERANS PARK ELEMENTARY | ELEM ESL INSTRUCTOR | 06/30/2017 |
| REED, THOMAS | BRYAN STATION TRADL MIDDLE | MID SCIENCE INSTRUCTOR | 06/30/2017 |
| SARTINI, EMILY | HARRISON ELEMENTARY | EXC CHILD LEARNING & BEHAVIOR | 06/30/2017 |
| SCHEIB, AMY | DIXIE MAGNET ELEMENTARY | ELEM PRIMARY INSTRUCTOR | 06/30/2017 |
| SHAFFER, AMY | LEESTOWN MIDDLE | MID ESL INSTRUCTOR | 06/30/2017 |
| SHIRLEY, ALLYSON | BRYAN STATION HIGH | EXC CHILD LEARNING & BEHAVIOR | 06/30/2017 |
| SIMMS, JENNIFER | VETERANS PARK ELEMENTARY | ELEM PRIMARY INSTRUCTOR | 06/30/2017 |
| THOMAS, TROY | MILLCREEK ELEMENTARY | ELEM PRIMARY INSTRUCTOR | 06/30/2017 |
| TISDALE, VERONICA | HENRY CLAY HIGH SCHOOL | EXC CHILD LEARNING & BEHAVIOR | 06/30/2017 |

| | | | |
|-----------------------|------------------------------|------------------------------|------------|
| VADER, MELISSA | RUSSELL CAVE ELEMENTARY | ELEM ESL INSTRUCTOR | 06/30/2017 |
| WILLIAMS, CHRISTOPHER | EDYTHE J HAYES MIDDLE SCHOOL | MID MATH INSTRUCTOR | 06/30/2017 |
| WOOD, ALEXANDRIA | BRYAN STATION HIGH | HS SCIENCE INSTRUCTOR | 06/30/2017 |
| YEARY, JUSTIN | PAUL LAURENCE DUNBAR HIGH | HS SOCIAL STUDIES INSTRUCTOR | 06/30/2017 |

c. Retirement of Certified/Salaried Classified Personnel - This is to report the retirement of the following certified/salaried classified personnel, effective day indicated:

| Name | Location | Assignment | Effective Date |
|--------------------|-----------------------------|------------------------------|----------------|
| BAILEY, DEBORAH | PAUL LAURENCE DUNBAR HIGH | HS SCIENCE INSTRUCTOR | 07/01/2017 |
| BERNHARDT, MARY | JAMES LANE ALLEN ELEMENTARY | ELEM CLASSROOM INSTRUCTOR | 06/01/2017 |
| MCCARTY, KIMBERLY | LANSLOWNE ELEMENTARY | ELEM PRIMARY INSTRUCTOR | 09/01/2017 |
| MCGLOTHLIN, BOBBI | BRYAN STATION TRADL MIDDLE | EXC CHILD - HEARING IMPAIRED | 07/01/2017 |
| NUCKOLS, LESLIE | VETERANS PARK ELEMENTARY | GIFTED & TALENTED INSTRUCTOR | 07/01/2017 |
| STONECIPHER, ELLEN | JESSIE M CLARK MIDDLE | EXCEPTIONAL CHILD INSTRUCTOR | 07/01/2017 |
| THOMPSON, MARIA | STONEWALL ELEMENTARY | ELEM ESL INSTRUCTOR | 08/01/2017 |

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

| Name | Assignment | Location | Effective Date |
|----------------|------------|----------------|----------------|
| MORGAN, STEVEN | PHYSICS | TATES CREEK HS | 08/14/2017 |

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

| Name | Assignment | Location | Effective Date |
|-----------------|------------------|-----------------|----------------|
| COMBS, FRANCES | DANCE INSTRUCTOR | LAFAYETTE HS | 08/14/2017 |
| FIELDS, LAURIE | DANCE INSTRUCTOR | LAFAYETTE/SCAPA | 08/14/2017 |
| GILLESPIE, DAVE | MUSIC INSTRUCTOR | SCAPA | 08/14/2017 |
| SAMUDRE, EMILY | DANCE INSTRUCTOR | SCAPA | 08/14/2017 |

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 |
|-----------------|------------------|------------|----------------|
| COLLINS, JOHNNY | TATES CREEK HIGH | CUSTODIAN | 06/20/2017 |

| | | | |
|-----------------------|------------------------|--------------------|------------|
| TORAL VIVEROS, BLANCA | CRAWFORD MIDDLE SCHOOL | CUSTODIAN | 05/31/2017 |
| TRIBBLE, BRIAN | FINANCIAL SERVICES | PAYROLL SPECIALIST | 06/15/2017 |
| WILLIAMS, LEONARDO | LAFAYETTE HIGH SCHOOL | CUSTODIAN | 05/24/2017 |

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

| Name | From | To | Effective Date |
|------------------|------------------------|------------------------|----------------|
| FEY, JACLYN | FINAN SERV / PAY SPEC | FINAN SERV / INS SPEC | 03/28/2017 |
| HERMES, ANGELA | GARDNSP FD / FD SR AST | FD SERVICE / OAI 12 MO | 05/30/2017 |
| JACKSON, CHARLES | PHYS/OPER / GRN W I | PHYS/OPER / GRN W II | 07/01/2017 |
| MARTIN, PAUL | BRY STN HI / CUSTODIAN | TATES CR H / CUSTODIAN | 07/01/2017 |
| MAZZONI, MICHAEL | PHYS/OPER / GRN W II | PHYS/OPER / LD GRN I | 06/01/2017 |
| STIGALL, BRANDON | PHYS/OPER / GRN W I | PHYS/OPER / GRN W II | 06/12/2017 |
| WILSON, JEFFREY | CRAWFORD / CUSTODIAN | STONEWALL / CUSTODIAN | 07/01/2017 |

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

| Name | Location | Assignment | Effective Date |
|--------------------|------------------------------|--------------------------------|----------------|
| BAREFOOT, TERRY | BUS GARAGE | BUS DRIVER | 06/30/2017 |
| BOOKER, KINSEY | VETERANS PARK ELEMENTARY | AFTER SCHOOL PROGRAM ASST | 04/21/2017 |
| BREWER, CARLY | ASHLAND ELEMENTARY | SP ED PARA - LEARNING/BEHAVIOR | 06/30/2017 |
| COLLINS, DALTON | PICADOME ELEMENTARY | AFTER SCHOOL PROGRAM ASST | 06/30/2017 |
| CONNORS, STEPHANIE | FINANCIAL SERVICES | PAYROLL SPECIALIST | 06/30/2017 |
| CRAWFORD, SPENCER | PICADOME ELEMENTARY | AFTER SCHOOL PROGRAM ASST | 06/30/2017 |
| CURTIS, RALPH | BUS GARAGE | BUS DRIVER | 06/30/2017 |
| DOLL, RIELLE | PICADOME ELEMENTARY | EARLY START PARAEDUCATOR | 06/30/2017 |
| EADES, ABIGAYLE | PICADOME ELEMENTARY | AFTER SCHOOL PROGRAM ASST | 06/30/2017 |
| GEORGE, STEPHANIE | TATES CREEK ELEMENTARY | INSTRUCTIONAL PARAEDUCATOR | 08/01/2017 |
| GUNBY, JULIE | TLCENTER FOOD SERVICE | FOOD SERVICE ASSISTANT I | 05/18/2017 |
| HILL, DAVID | BUS GARAGE | BUS MONITOR | 06/30/2017 |
| HOPEWELL, JAYME | BUS GARAGE | BUS MONITOR | 06/30/2017 |
| HUSSEIN, KATOTO | BUS GARAGE | BUS DRIVER | 06/30/2017 |
| JARVIS, LINDSEY | VETERANS PARK ELEMENTARY | INSTRUCTIONAL PARAEDUCATOR | 06/16/2017 |
| LATHAM, QUINETTA | RUSSELL CAVE ELEMENTARY | INSTRUCTIONAL PARAEDUCATOR | 06/30/2017 |
| MALEY, KATHERINE | MARY TODD ELEMENTARY | INSTRUCTIONAL PARAEDUCATOR | 06/30/2017 |
| MCCOWN, CAROLYN | BUS GARAGE | BUS DRIVER | 06/30/2017 |
| PARRISH, JOANNE | BRYAN STATION HIGH FOOD SERV | FOOD SERVICE ASSISTANT I | 06/26/2017 |
| RITCHIE, ANDREW | PICADOME ELEMENTARY | AFTER SCHOOL PROGRAM ASST | 06/30/2017 |
| SCHNEIDER, SARAH | PICADOME ELEMENTARY | AFTER SCHOOL PROGRAM ASST | 06/30/2017 |
| SEALS, MARCIE | CASSIDY ELEMENTARY FOOD SERV | FOOD SERVICE ASSISTANT II | 06/30/2017 |
| SMITH, EMMA | VETERANS PARK ELEMENTARY | AFTER SCHOOL PROGRAM ASST | 05/04/2017 |

| | | | |
|--------------------|-------------------------|-----------------------------|------------|
| STANFIELD, ASHLEY | JULIUS MARKS ELEMENTARY | SCHOOL ADMIN ASST II - ELEM | 06/30/2017 |
| WEISENFELD, KENDRA | ROSA PARKS ELEMENTARY | AFTER SCHOOL PROGRAM ASST | 06/30/2017 |

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

| Name | Location | Assignment | Effective Date |
|-----------------------|--------------------------------|--------------------------------|----------------|
| BRUNER JR, BOBBY | LAW ENFORCEMENT | LAW ENFORCEMENT OFFICER | 08/01/2017 |
| HEWITT, BILLIE | EDYTHE J HAYES MIDDLE-FOOD SER | FOOD SERVICE ASSISTANT I | 07/01/2017 |
| HEWITT, PHILLIP | BUS GARAGE | BUS DRIVER | 07/01/2017 |
| HICKEY, VICTORIA | VETERANS PARK ELEMENTARY | SCHOOL OFFICE ASSISTANT | 09/01/2017 |
| LIVINGSTON, MARGARETT | TATES CREEK ELEMENTARY | KINDERGARTEN PARAEDUCATOR | 07/01/2017 |
| MCAFEE, KEITH | LAW ENFORCEMENT | LAW ENFORCEMENT OFFICER | 08/01/2017 |
| MCINTOSH, CONNIE | NORTHERN ELEMENTARY | SP ED PARA - LEARNING/BEHAVIOR | 08/01/2017 |
| MCKENZIE, PAUL | BUS GARAGE | VEHICLE MECHANIC II | 09/01/2017 |
| TURLEY, BRENDA | YATES ELEMENTARY | SP ED PARA - LEARNING/BEHAVIOR | 07/01/2017 |

e. Employment of Classified Hourly Summer Personnel - This is to report the employment of the following classified hourly summer employees:

| Name | Location | Assignment | Effective Date |
|---------------------|--------------------------------|-----------------------------|----------------|
| BAIN, CANDACE | LEXINGTON TRAD MAGNET MIDDLE | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| BAKER, REBECCA | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| BARDO, LESLIE | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| BENTLEY, GENA | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| BERRY, GINA | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| CARTER, SHAWNICA | WILLIAM WELLS BROWN ELEMENTARY | SUMMER SCHOOL PARAEDUCATOR | 06/12/2017 |
| CHENAULT, LASHAWNDA | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| COMBS, DEREK | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| COMLEY, LISA | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC SUB WORKER | 06/02/2017 |
| COMLEY, LISA | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| COMPTON, HAZEL | PAUL LAURENCE DUNBAR HIGH | EXTENDED SCHOOL SVCS WORKER | 06/05/2017 |
| COOKE, BRENDA | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| COOPER, CARL | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| CORT, TRACI | THE STABLES | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| CROUCH, ASHLEY | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| EMBRY, JUSTIN | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| ENTENMANN, JUDY | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| FIELDS, EARLIE | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| FISHER, DORETHA | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| FLORES, DEBORAH | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| GAYE, DAWN | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| GORRELL, TODD | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC MANAGER | 05/30/2017 |

| | | | |
|----------------------|--------------------------------|-----------------------------|------------|
| GREENE, LISA | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/22/2017 |
| GRIFFIN, HENRY | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| HOLLAND, JEANETTE | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| HOLLOWAY, SONJA | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| HORN, KATHY | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| ISAACS, SHELLEY | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| JACKSON, EARLENE | PAUL LAURENCE DUNBAR HIGH | EXTENDED SCHOOL SVCS WORKER | 06/05/2017 |
| JOHNSON, CHERYL | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| JONES, ANITA | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/22/2017 |
| KAVANAUGH, ALAPHINE | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| KHIN, RUPAR | BRECKINRIDGE ELEMENTARY | SUMMER SCHOOL PARAEDUCATOR | 06/12/2017 |
| LAND, TIA | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| LINDSEY, PHILNISHA | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| MALONEY, SARA | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| MANLEY, JOSEPH | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| MAUST, ERIC | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| MCINTOSH, CONNIE | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| MCKNIGHT, DEBORAH | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| MILLER, RITA | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| MOLL, MARY | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC MANAGER | 05/30/2017 |
| MORSE, MIOEKA | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| NEELY, KOURRYN | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| OWENS, STACEY | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| PARKER, CHARLENE | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| PEARL, CATHY | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| PELOSA-GRAHAM, JANDA | JESSIE M CLARK MIDDLE | EXTENDED SCHOOL SVCS WORKER | 05/30/2017 |
| PERRIN, ROBIN | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| PERRY, MARILYN | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| REED, ERIC | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| RICHMOND, JAZMINE | HENRY CLAY HIGH SCHOOL | STUDENT WORKER | 06/05/2017 |
| ROBINSON, KEYYOKA | HENRY CLAY HIGH SCHOOL | SUMMER SCHOOL PARAEDUCATOR | 06/05/2017 |
| SANFORD, ERIC | HENRY CLAY HIGH SCHOOL | SUMMER SCHOOL PARAEDUCATOR | 06/05/2017 |
| SCOWBY, DENISE | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| SHELBY, LISHAUN | HENRY CLAY HIGH SCHOOL | STUDENT WORKER | 06/05/2017 |
| SMOAK, SARAH | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| TOOHEY, KIM | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| TROWEL, CALVIN | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| TUCKER, SHERLENE | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| TUNE, CHRISTOPHER | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| WASHINGTON, JANET | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| WHITE, HENRY | LAFAYETTE HIGH SCH FOOD SERV | SUMMER FD SVC WORKER | 06/02/2017 |
| WILLIAMS, DEVONDA | WILLIAM WELLS BROWN ELEMENTARY | SUMMER SCHOOL PARAEDUCATOR | 06/12/2017 |
| WILLIAMS, JENNIFER | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |
| WILSON, THOMAS | SPECIAL EDUCATION | SUMMER SCHOOL PARAEDUCATOR | 05/20/2017 |

- f. Suspension Without Pay of Classified Hourly Personnel - This is to report the suspension without pay of the following classified hourly personnel:

| Name | Location | Assignment | Effective Date |
|-------------------|------------|------------|----------------|
| BROWN, RICHARD | BUS GARAGE | BUS DRIVER | 05/11/2017 |
| HENDERSON, ANGELA | BUS GARAGE | BUS DRIVER | 05/16/2017 |

3. SUPPLEMENTARY DUTY ASSIGNMENTS

- a. Appointment of Supplementary Duty Assignment for School Year 2016-2017 - 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 |
|-------------------|----------------------|-----------------------------|
| DEANS PATRICK | ASHLAND ELEMENTARY | ELEM TECHNOLOGY COORD |
| DEANS PATRICK | ASHLAND ELEMENTARY | ELEM WEB MASTER |
| ELAM PEGGY | MILLCREEK ELEMENTARY | ELEM TRANSPORTATION CAPTAIN |

4. SUBSTITUTE PERSONNEL

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

| Name | Assignment | Effective Date |
|------------------|------------------------|----------------|
| GRAHAM, MARSHALL | RET SUBSTITUTE TEACHER | 08/16/2017 |
| THOMSEN, STACI | RET SUBSTITUTE TEACHER | 08/16/2017 |

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

| Name | Assignment | Effective Date |
|---------------------------|----------------------|----------------|
| GEMMER, MELISSA | EMERGENCY SUBSTITUTE | 08/16/2017 |
| JULIAO, MARCHELLE | EMERGENCY SUBSTITUTE | 08/16/2017 |
| MCDOWELL, AJA | EMERGENCY SUBSTITUTE | 08/16/2017 |
| MERRIMAN, JESSICA | EMERGENCY SUBSTITUTE | 08/16/2017 |
| VARO GARCIA, JUAN DE MATA | EMERGENCY SUBSTITUTE | 08/16/2017 |

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

| Name | Assignment | Effective Date |
|---------------------------|------------------|----------------|
| ABELL, RICHARD | SUB PARAEDUCATOR | 08/16/2017 |
| ALI, MELLE | SUB FOOD SERVICE | 08/16/2017 |
| ALZAHAWI, SHAYMAA | SUB FOOD SERVICE | 08/16/2017 |
| BARKLEY, CHRISTOPHER | SUB PARAEDUCATOR | 08/16/2017 |
| BROWN, TAMAIRA | SUB PARAEDUCATOR | 08/16/2017 |
| GEMMER, MELISSA | SUB PARAEDUCATOR | 08/16/2017 |
| GERTON, TERESA | SUB SECRETARY | 06/16/2017 |
| GRAY, DASHANTA | SUB FOOD SERVICE | 08/16/2017 |
| MERRIMAN, JESSICA | SUB PARAEDUCATOR | 08/16/2017 |
| MERRIMAN, JESSICA | SUB SECRETARY | 08/16/2017 |
| REDMOND, BONITA | SUB PARAEDUCATOR | 08/16/2017 |
| VARO GARCIA, JUAN DE MATA | SUB PARAEDUCATOR | 08/16/2017 |
| WARFORD, LUKE | SUB PARAEDUCATOR | 08/16/2017 |

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

MEETING: Regular

DATE: 7/24/2017

TOPIC: Budget Transfer Report

PREPARED BY: Julane Mullins

Recommended Action on: 7/24/2017

Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: No motion necessary

Background/Rationale: Budget Transfer report, provided for informational purposes.

Policy: #04.1 Fiscal Management

Fiscal Impact: N/A

Attachments(s): Budget Transfer Report

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

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

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

Budget Transfer Report
June 2017

Report ID: bu010_BudgTransf
Report run at: 6/28/2017 6:26:22 PM
Report run by: FAYETTE\jeccira williams3

| Function | Function name | Effective date | Location | Comments | Amount |
|---------------------|--------------------------------|----------------|------------|---------------------|----------------|
| Journal 2407 | | | | | |
| 0000 | RESTRICT TO REV & BAL SHT ONLY | 06/27/2017 | | KISTA BOND PROCEEDS | (2,198,831.00) |
| 2700 | STUD TRANS FIX ASSET ONLY | 06/27/2017 | BUS GARAGE | KISTA BOND PROCEEDS | 2,198,831.00 |
| Journal total | | | | | 0.00 |

Function Code Listing

1000 - INSTRUCTION

| | |
|------------------------------|------------------------------|
| School's Regular Instruction | School's Special Instruction |
|------------------------------|------------------------------|

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 |
|------------|---------------------------|----------------------|

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: 7/24/2017

TOPIC: Interfund Transfer Report

PREPARED BY: Julane Mullins

Recommended Action on: 7/24/2017

Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: No motion necessary

Background/Rationale: Interfund Transfer report, provided for informational purposes.

Policy: #04.1 Fiscal Management

Fiscal Impact: N/A

Attachments(s): Interfund Transfer Report

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Superintendent Emmanuel Caulk

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

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

Interfund Transfer Report
June 2017

Page 1 of 1

Report ID: bu011_InterfTransf
Report run at: 6/28/2017 6:36:58 PM
Report run by: FAYETTE\jessica.williams3

| Function | Function name | Effective date | Location | Comments | Amount |
|---------------------|--------------------------------|----------------|------------------|-------------------------------|----------------|
| Journal 1824 | | | | | |
| 2600 | OPERATION OF BUILDINGS | 06/21/2017 | MAINTENANCE SHOP | BOND PAYMENT FOR DEBT SERVICE | (1,850,000.00) |
| 2600 | OPERATION OF BUILDINGS | 06/21/2017 | MAINTENANCE SHOP | BOND PAYMENT FOR DEBT SERVICE | (50,000.00) |
| 5200 | FUND TRANSFERS OUT | 06/21/2017 | DISTRICT WIDE | BOND PAYMENT FOR DEBT SERVICE | 1,900,000.00 |
| Journal total | | | | | 0.00 |
| Journal 2246 | | | | | |
| 2200 | INSTRUCTION & CURRICULUM DEVEL | 06/26/2017 | DISTRICT WIDE | TEXTBOOK ADOPTION | 700,000.00 |
| 5200 | FUND TRANSFERS OUT | 06/26/2017 | DISTRICT WIDE | TEXTBOOK ADOPTION | (700,000.00) |
| Journal total | | | | | 0.00 |
| Journal 2323 | | | | | |
| 2600 | OPERATION OF BUILDINGS | 06/27/2017 | MAINTENANCE SHOP | BSH SOFTBALL PRESS BOX 1 & 2 | (201,841.00) |
| 5200 | FUND TRANSFERS OUT | 06/27/2017 | DISTRICT WIDE | BSH SOFTBALL PRESS BOX 1 & 2 | 201,841.00 |
| Journal total | | | | | 0.00 |

Function Code Listing

1000 - INSTRUCTION

| | |
|------------------------------|------------------------------|
| School's Regular Instruction | School's Special Instruction |
|------------------------------|------------------------------|

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 |
|------------|---------------------------|----------------------|

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: 7/24/2017

TOPIC: Position Control

PREPARED BY: Julane Mullins

**Recommended Action on: 7/24/2017
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: No motion necessary

**Background/Rationale: Provided for informational purposes as requested by the board.
Contains certified/classified positions with salaries at IAKSS**

Policy: N/A

Fiscal Impact: N/A

Attachments(s): Position Control Document

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

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

Fayette County Public Schools
It's About Kids Support Services- Position Control Document

| Position Control Number | MUNIS Job Description | FTE | Fund Source | Salary 2016-2017 | Calendar | Creation Date |
|---|---|-----|------------------------|------------------|----------|---------------|
| Office of the Superintendent | | | | | | |
| 12075001 | SCHOOL DISTRICT SUPERINTENDENT | 1 | General Fund | 252,242.27 | 245 | 6/28/2004 |
| 14075002 | EXEC ASST TO SUPERINTENDENT | 1 | General Fund | 71,823.36 | 256 | 7/1/2015 |
| 14075003 | SPECIAL PROJECT INTERN | 1 | General Fund | 42,443.15 | 219 | 6/28/2004 |
| 12075004 | COMMUNICATIONS SPECIALIST | 1 | General Fund | 96,290.24 | 245 | 6/28/2004 |
| Data, Research and Accountability | | | | | | |
| 12075001 | DIRECTOR OF DATA MANAGEMENT | 1 | General Fund | 84,226.69 | 245 | 7/1/2015 |
| 14075002 | ADMINISTRATIVE ANALYST | 1 | General Fund | 61,702.00 | 245 | 6/28/2004 |
| 14075003 | ADMINISTRATIVE ANALYST | 1 | General Fund | 69,944.22 | 245 | 6/28/2004 |
| 14075004 | DATA STRATEGIST | 1 | General Fund | 29,999.53 | 245 | 7/1/2016 |
| 14075005 | DATA STRATEGIST | 1 | General Fund | | 245 | 7/1/2016 |
| 14849006 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 31,073.28 | 256 | 6/28/2004 |
| 11849007 | DIST ASSESSMENT COORDINATOR | 1 | General Fund | 104,143.34 | 245 | 6/28/2004 |
| 14075008 | GRANT WRITER | 1 | General Fund | 99,376.36 | 245 | 6/28/2004 |
| 15080009 | GRANTS WRITER | 1 | General Fund | 95,249.36 | 245 | 6/23/2008 |
| Office of School Leadership | | | | | | |
| 12849001 | INTERIM SR DIRECTOR OF SCHOOL LEADERSHIP | 0.6 | General Fund | 78,544.50 | 245 | 7/1/2013 |
| 12862002 | DIR SCHOOL IMPROVEMENT & INNOVATION | 1 | General Fund | 131,427.85 | 245 | 6/28/2004 |
| 12862003 | DIR SCHOOL IMPROVEMENT & INNOVATION | 1 | General Fund | 121,816.12 | 245 | 6/28/2004 |
| 12862004 | DIR SCHOOL IMPROVEMENT & INNOVATION | 1 | General Fund | 121,880.68 | 245 | 6/28/2004 |
| 12862005 | DIR SCHOOL IMPROVEMENT & INNOVATION | 1 | General Fund | 112,675.74 | 245 | 6/28/2004 |
| 12862006 | DIR SCHOOL IMPROVEMENT & INNOVATION | 1 | General Fund | | 245 | 6/28/2004 |
| 12862007 | DIR SCHOOL IMPROVEMENT & INNOVATION | 1 | General Fund | 127,960.11 | 245 | 6/28/2004 |
| 11862008 | ATHLETIC DIRECTOR | 1 | General Fund | 95,873.27 | 245 | 7/1/2007 |
| 15862009 | MANAGER FOR STRATEGIC PARTNERSHIPS | 1 | General Fund | 93,122.27 | 245 | 7/31/2006 |
| 11862010 | EBCE/SLC PROGRAM MANAGER | 1 | General Fund | 53,459.71 | 189 | 6/28/2004 |
| 11862011 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 47,779.84 | 256 | 6/28/2004 |
| 11862012 | INSTRUCTIONAL COORDINATOR | 1 | General Fund | 90,374.89 | 245 | 7/15/2015 |
| 14862013 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 45,506.56 | 256 | 6/28/2004 |
| 14862014 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 50,728.96 | 256 | 6/28/2004 |
| 14862016 | ITINERANT PRINCIPAL | 1 | General Fund | 107,206.76 | 245 | 7/1/2016 |
| 14862017 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 42,024.96 | 256 | 6/28/2004 |
| Office of Curriculum, Instruction and Assessment | | | | | | |
| 12849001 | SR DIRECTOR OF CURRICULUM AND ASSESSMENT | 1 | General Fund | 137,486.11 | 245 | 7/1/2016 |
| 12850002 | ADMIN ASSISTANT TO SR. DIRECTOR OF C.I.A. & SCHOOL LEADERSHIP | 1 | General Fund | 23,992.00 | | 1/26/2017 |
| 12851003 | DIR OF CURRICULUM & ASSESSMENT ELEMENTARY | 1 | General Fund | 122,186.33 | 245 | 6/28/2004 |
| 12852004 | DIR OF CURRICULUM & ASSESSMENT SECONDARY | 1 | General Fund | 66,840.02 | 245 | 6/28/2004 |
| 12853005 | DIR OF CURRICULUM & ASSESSMENT | 1 | General Fund | 87,712.57 | 245 | 6/28/2004 |
| 12854006 | ASSOCIATE DIRECTOR EARLY START | 1 | Preschool | 98,551.94 | 245 | 6/28/2004 |
| 12855007 | ADMINISTRATIVE ASSISTANT I | 1 | Preschool | 38,830.08 | 256 | 6/28/2004 |
| 12856008 | FAMILY/COMM EARLY CHILD COORD | 1 | Preschool | 90,827.66 | 245 | 7/1/2015 |
| 12857009 | DW EXCEPT CHILD RESOURCE INSTR | 1 | IDEA-Preschool | 59,666.71 | 209 | 6/28/2004 |
| 12858010 | DIST WIDE EXCEP CHILD RESOURCE INSTR | 0.5 | IDEA-Preschool | 33,854.94 | 209 | 6/28/2004 |
| 12859011 | PRESCHOOL ADMINISTRATOR | 0.5 | IDEA-Preschool | 33,854.94 | 209 | 6/28/2004 |
| 12860012 | DW EXCEPT CHILD RESOURCE INSTR | 1 | IDEA-Preschool | 71,968.65 | 209 | 6/28/2004 |
| 12861013 | PROGRAM SPECIALIST II | 1 | General Fund/Preschool | 67,830.79 | 189 | 6/28/2004 |
| 12862014 | PROGRAM SPECIALIST II | 1 | General Fund | 69,879.47 | 189 | 6/28/2004 |
| 12863015 | DW RESOURCE INSTRUCTOR | 1 | General Fund | 75,118.91 | 189 | 6/28/2004 |
| 12864016 | PROGRAM SPECIALIST II | 0.7 | Preschool | 46,088.51 | 189 | 6/28/2004 |
| 12865017 | INSTRUCTIONAL SUPPORT SPEC | 1 | Title I | 69,265.79 | 189 | 7/1/2014 |
| 12866018 | ASSOC DIR FED STATE MAGNET PRG | 1 | General Fund | 121,761.42 | 245 | 7/1/2009 |
| 12867019 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 39,792.64 | 256 | 6/28/2004 |
| 12868020 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 44,154.88 | 256 | 6/28/2004 |
| 12869021 | MIGRANT ADVOCATE/RECRUITER | 1 | Title I, Migrant | 49,889.28 | 256 | 12/5/2013 |
| 12870022 | MIGRANT ADVOCATE/RECRUITER | 1 | Title I, Migrant | 46,100.48 | 256 | 12/15/2013 |
| 12871023 | MIGRANT ADVOCATE/RECRUITER | 1 | Title I, Migrant | 47,697.92 | 256 | 6/28/2004 |
| 12872024 | LANGUAGE INTERPRETER | 1 | General Fund | 80,856.55 | 245 | 7/1/2015 |
| 12873025 | SCHOOL BASED INSTR FACILITATOR | 1 | Title II | 45,617.46 | 209 | 7/1/2015 |
| 12874026 | SCHOOL BASED INSTR FACILITATOR | 1 | Title II | 41,243.60 | 209 | 7/1/2015 |
| 12875027 | DW RESOURCE INSTRUCTOR | 0.5 | Title III | | 189 | 6/28/2004 |
| 12876028 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 46,202.88 | 256 | 6/28/2004 |
| 12877029 | DW RESOURCE INSTRUCTOR | 1 | Title I/Title II/IDEA | 55,833.67 | 219 | 6/28/2004 |
| 12878030 | DW RESOURCE INSTRUCTOR | 1 | Title I/Title II/IDEA | 97,322.66 | 219 | 6/28/2004 |
| 12879031 | DW RESOURCE INSTRUCTOR | 1 | Title I/Title II/IDEA | 93,091.40 | 219 | 6/28/2004 |
| 12880032 | DW RESOURCE INSTRUCTOR | 1 | Title I/Title II/IDEA | 82,252.90 | 219 | 6/28/2004 |
| 12881033 | DW RESOURCE INSTRUCTOR | 1 | Title I/Title II/IDEA | 100,922.66 | 219 | 8/27/2012 |
| 12882034 | INSTRUCTIONAL COORDINATOR | 1 | Title I | 117,759.38 | 245 | 6/28/2004 |

Fayette County Public Schools
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| Position Control Number | MUNIS Job Description | FTE | Fund Source | Salary 2016-2017 | Calendar | Creation Date |
|---|--------------------------------|-----|------------------|------------------|----------|---------------|
| 12883035 | ADMINISTRATIVE ASSISTANT II | 1 | Title I | 42,703.36 | 256 | 6/28/2004 |
| 12884036 | IAKSS OFFICE ASSISTANT I | 1 | Title I | 25,748.80 | 256 | 6/28/2004 |
| 12885037 | DW RESOURCE INSTRUCTOR | 1 | Title I | 81,460.69 | 219 | 6/28/2004 |
| 12886038 | DW RESOURCE INSTRUCTOR | 0.5 | Reading Recovery | 83,862.67 | 219 | 7/1/2013 |
| 12887039 | DW RESOURCE INSTRUCTOR | 1 | Title I | 72,370.72 | 219 | 6/28/2004 |
| 12888040 | DW RESOURCE INSTRUCTOR | 1 | Title I | 95,091.40 | 219 | 6/28/2004 |
| 12889041 | TITLE I INSTRUCTOR | 0.8 | Title I | 62,826.43 | 189 | 5/23/2005 |
| 12890042 | INSTRUCTIONAL SUPPORT SPEC | 1 | General Fund | 98,070.59 | 245 | 7/1/2010 |
| 12891043 | DW RESOURCE INSTRUCTOR | 1 | Title III | 90,360.34 | 219 | 8/23/2004 |
| 12892044 | DW RESOURCE INSTRUCTOR | 1 | Title III | 72,370.72 | 219 | 6/28/2004 |
| 12893045 | DW RESOURCE INSTRUCTOR | 1 | Title III | 70,758.08 | 219 | 8/22/2005 |
| 12894046 | DW RESOURCE INSTRUCTOR | 1 | General Fund | 89,654.15 | 219 | 6/28/2004 |
| 12895047 | DW RESOURCE INSTRUCTOR | 1 | General Fund | 69,553.16 | 209 | 7/1/2013 |
| 12896048 | GIFTED & TALENTED INSTRUCTOR | 0.8 | General Fund | 61,065.19 | 189 | 7/1/2015 |
| Office of Student Support Services | | | | | | |
| 12849001 | ASSOC DIRECTOR STDT SUPPORT | 1 | General Fund | 109,329.44 | 245 | 6/28/2004 |
| 14849002 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 50,462.72 | 256 | 6/28/2004 |
| 11849003 | OTHER CENTRAL OFFICE POSITIONS | 1 | ESS | 116,561.77 | 245 | 6/28/2004 |
| 14849004 | STAFF SUPP ADMIN ASST I (12MO) | 1 | General Fund | 41,018.88 | 256 | 6/28/2004 |
| 11849005 | DW RESOURCE INSTRUCTOR | 1 | SAFE Schools | 108,876.95 | 245 | 6/28/2004 |
| 11849006 | PROJ AWARE GRANT MANAGER | 1 | Ky Project Aware | 102,603.90 | 245 | 11/24/2014 |
| 11849007 | DISTRICT PBIS COACH | 1 | SAFE Schools | 66,415.06 | 209 | 7/1/2015 |
| 11849008 | DISTRICT PBIS COACH | 1 | General Fund | 55,651.00 | 209 | 7/1/2015 |
| 14849009 | HOMELESS EDUCATION LIAISON | 1 | General Fund | 65,655.67 | 189 | 7/1/2016 |
| Special Education | | | | | | |
| 12123001 | DIRECTOR OF EXCEPTIONAL CHILD | 1 | General Fund | 117,552.20 | 245 | 6/28/2004 |
| 14123002 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 40,755.20 | 256 | 6/28/2004 |
| 11123003 | EXCEPTIONAL CHILD COORDINATOR | 1 | General Fund | 91,288.44 | 245 | 6/28/2004 |
| 11123004 | PROGRAM DIRECTOR | 1 | General Fund | 106,354.45 | 245 | 6/28/2004 |
| 11123005 | EXCEPTIONAL CHILD COORDINATOR | 1 | General Fund | 105,770.54 | 245 | 6/28/2004 |
| 11123006 | EXCEPTIONAL CHILD COORDINATOR | 1 | General Fund | 98,028.60 | 245 | 7/12/2012 |
| 11123007 | SCHOOL PSYCHOLOGIST | 1 | General Fund | 115,903.26 | 245 | 6/28/2004 |
| 11123008 | SPEECH LANGUAGE PATHOLOGIST | 1 | General Fund | 75,696.02 | 209 | 6/28/2004 |
| 11123009 | DW RESOURCE INSTRUCTOR | 1 | General Fund | 82,485.12 | 209 | 6/28/2004 |
| 11123010 | DW EXCEPT CHILD RESOURCE INSTR | 1 | General Fund | 64,205.47 | 209 | 6/28/2004 |
| 11123011 | DW EXCEPT CHILD RESOURCE INSTR | 1 | General Fund | 80,629.29 | 209 | 6/28/2004 |
| 11123012 | DW EXCEPT CHILD RESOURCE INSTR | 1 | General Fund | 86,234.29 | 209 | 6/28/2004 |
| 11123013 | EXCEPTIONAL CHILD CONSULTANT | 1 | General Fund | 78,124.65 | 209 | 6/28/2004 |
| 11123014 | DW EXCEPT CHILD RESOURCE INSTR | 1 | General Fund | 70,103.30 | 209 | 6/28/2004 |
| 11123015 | DW EXCEPT CHILD RESOURCE INSTR | 1 | General Fund | 80,629.29 | 209 | 6/28/2004 |
| 11123016 | EXCEPTIONAL CHILD CONSULTANT | 1 | General Fund | 52,281.55 | 209 | 6/28/2004 |
| 11123017 | DW EXCEPT CHILD RESOURCE INSTR | 1 | IDEA | 83,706.18 | 209 | 7/1/2011 |
| 11123018 | DW EXC CHILD RES SPEC-PSYCHOLO | 1 | IDEA | 65,761.52 | 209 | 7/1/2012 |
| 14123019 | AUDIOLOGIST | 1 | General Fund | 54,680.63 | 189 | 6/28/2004 |
| 11123020 | MTSS COORDINATOR | 1 | IDEA | 89,859.85 | 245 | 7/1/2015 |
| 11123021 | MTSS COACH | 1 | IDEA | 67,413.82 | 209 | 7/1/2015 |
| 11123022 | MTSS COACH | 1 | IDEA | 71,153.88 | 209 | 7/1/2015 |
| 11123023 | MTSS COACH | 1 | IDEA | 67,527.12 | 209 | 7/1/2016 |
| 14123024 | IAKSS OFFICE ASSISTANT II | 1 | General Fund | 45,035.52 | 256 | 6/28/2004 |
| 14123025 | IAKSS OFFICE ASSISTANT I | 1 | General Fund | 33,546.24 | 256 | 6/28/2004 |
| 14123026 | STAFF SUPP ADMIN ASST I (12MO) | 1 | IDEA | 49,054.66 | 256 | 6/28/2004 |
| 14123027 | STAFF SUPP ADMIN ASST I (12MO) | 1 | General Fund | 34,140.16 | 256 | 6/28/2004 |
| 14123028 | SYSTEMS ANALYST | 1 | General Fund | 56,606.72 | 256 | 6/28/2004 |
| 14123029 | SPECIAL ED PARENT LIAISON | 1 | IDEA | 27,584.20 | 192 | 6/28/2004 |
| 14123030 | SPECIAL ED PARENT LIAISON | 1 | IDEA | | 192 | 6/28/2004 |
| 14123031 | MICROCOMPUTER SPECIALIST | 1 | IDEA | 54,661.12 | 256 | 7/1/2010 |
| 14123032 | EXCEPTIONAL CHILD NURSE | 1 | General Fund | 63,820.35 | 219 | 7/15/2015 |
| Office of Equity Officer (SBDM & Minority Recruitment) | | | | | | |
| 12608001 | EQUITY OFFICER | 1 | General Fund | 111,087.47 | 245 | 8/23/2004 |
| 14608002 | ADMIN ASST-CHIEF OFFICERS | 1 | General Fund | 47,697.92 | 256 | 6/28/2004 |
| 15608003 | FAMILY/COMMUNITY COORDINATOR | 1 | General Fund | 81,960.66 | 245 | 7/31/2006 |
| 15608004 | FAMILY/COMMUNITY LIAISON | 1 | General Fund | 52,281.42 | 245 | 7/1/2012 |
| 15608006 | ASSOC DIR-RECRUIT & RETENTION | 1 | General Fund | | 245 | 10/27/2014 |
| 15608007 | COMMUNICATIONS SPECIALIST | 1 | General Fund | 71,397.19 | 245 | 7/1/2012 |
| 15608008 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | | 256 | 7/1/2012 |
| Educational Television | | | | | | |

Fayette County Public Schools
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| Position Control Number | MUNIS Job Description | FTE | Fund Source | Salary 2016-2017 | Calendar | Creation Date |
|--|--|-----|-----------------------|------------------|----------|---------------|
| 13608001 | EDUCATIONAL TV TECH | 1 | General Fund | 29,038.72 | 256 | 11/15/2016 |
| 15608002 | MEDIA PRODUCER | 1 | General Fund | 95,678.39 | 245 | 6/28/2004 |
| 14608003 | EDUCATIONAL TV TECH | 1 | General Fund | 40,883.20 | 256 | 6/28/2004 |
| Legal Services | | | | | | |
| 13075001 | CHIEF ADMINISTRATION OFFICER | 1 | General Fund | 134,768.05 | 245 | 7/1/2012 |
| 13075002 | LEGAL ADMINISTRATIVE ASST | 1 | General Fund | 48,476.16 | 256 | 7/1/2012 |
| 13075003 | COMPLIANCE OFFICER | 1 | General Fund | 73,288.84 | 245 | 7/1/2015 |
| 13075004 | 504 COORDINATOR | 1 | General Fund | 104,534.55 | 245 | 6/28/2004 |
| Pupil Personnel | | | | | | |
| 12029001 | DIRECTOR OF PUPIL PERSONNEL | 1 | General Fund | 101,732.68 | 245 | 6/28/2004 |
| 12029002 | ASST TO DIR OF PUPIL PERSONNEL | 1 | General Fund | 101,088.05 | 245 | 7/1/2014 |
| 11029003 | ASST TO DIR OF PUPIL PERSONNEL | 1 | General Fund | 73,457.52 | 219 | 6/28/2004 |
| 11029004 | ASST TO DIR OF PUPIL PERSONNEL | 1 | General Fund | 73,457.52 | 219 | 6/28/2004 |
| 11029005 | ATTENDANCE SPEC - HIGH SCHOOL | 1 | General Fund | 27,688.64 | 219 | 7/1/2016 |
| 13029006 | ASST TO DIR OF PUPIL PERSONNEL | 1 | General Fund | 83,091.18 | 219 | 7/2/2016 |
| 14029007 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 47,820.80 | 256 | 6/28/2004 |
| 14029008 | OUT-OF-AREA ATTENDANCE SPEC | 1 | General Fund | 26,139.75 | 256 | 6/28/2004 |
| 11849009 | INSTRUCTIONAL COORDINATOR | 1 | General Fund | 119,315.64 | 245 | 6/28/2004 |
| Human Resources | | | | | | |
| 13099001 | DIR OF DISTRICT PERSONNEL-HR | 1 | General Fund | 121,119.13 | 245 | 6/28/2004 |
| 14099002 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 49,254.40 | 256 | 1/1/2010 |
| 14099003 | PERSONNEL ASSISTANT | 1 | General Fund | 46,776.32 | 256 | 1/1/2010 |
| 13099004 | ASSC DIR HR TCH LEAD EFFCTVNSS | 1 | General Fund | 106,777.09 | 245 | 6/28/2004 |
| 13099005 | ASSOC DIR - HUMAN RESOURCES | 1 | General Fund | 93,388.73 | 245 | 6/28/2004 |
| 14099006 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 47,964.16 | 256 | 6/28/2004 |
| 14099007 | PERSONNEL ASSISTANT | 1 | General Fund | 48,537.60 | 256 | 6/28/2004 |
| 14099008 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 43,724.80 | 256 | 6/28/2004 |
| 14099009 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 47,308.80 | 256 | 6/28/2004 |
| 14099010 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 50,462.72 | 256 | 6/28/2004 |
| 14099011 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 11,775.20 | 256 | 6/28/2004 |
| 14099013 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 44,462.08 | 256 | 6/28/2004 |
| 14099014 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 31,837.20 | 256 | 6/28/2004 |
| 14099015 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 49,704.96 | 256 | 6/28/2004 |
| 12099016 | ASSC DIR HR TCH LEAD EFFCTVNSS | 1 | General Fund | 98,195.00 | 245 | 6/28/2004 |
| 14099017 | PROF DEV ACCOUNT SPECIALIST | 1 | General Fund/PD Grant | 50,933.46 | 256 | 6/28/2004 |
| 14099018 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 34,467.84 | 256 | 7/1/2011 |
| Law Enforcement | | | | | | |
| 13089001 | DIRECTOR - LAW ENFORCEMENT | 1 | General Fund | 102,523.53 | 245 | 6/28/2004 |
| 13089002 | ASSOC DIR LAW ENFORCEMENT | 1 | General Fund | | 245 | 7/1/2012 |
| 14089003 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 36,925.44 | 256 | 6/28/2004 |
| 14089004 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 38,419.66 | 220 | 6/28/2004 |
| 14089005 | DISPATCHER | 1 | General Fund | 50,933.46 | 256 | 6/28/2004 |
| 14089006 | DISPATCHER | 1 | General Fund | 45,015.04 | 256 | 6/28/2004 |
| 14089007 | WEEKEND DISPATCHER | 1 | General Fund | 18,686.72 | 104 | 6/28/2004 |
| 14089008 | WEEKEND DISPATCHER | 1 | General Fund | 9,123.84 | 104 | 6/28/2004 |
| 14089009 | WEEKEND DISPATCHER | 1 | General Fund | 8,535.04 | 104 | 6/28/2004 |
| Senior Director of Operations | | | | | | |
| 13105001 | SR DIRECTOR OF OPERATIONS | 1 | General Fund | 141,781.02 | 245 | 7/1/2005 |
| 14105002 | ADMIN ASST CHIEF OPERATING OFF | 1 | General Fund | | 256 | 7/1/2005 |
| 15608003 | COMMUNICATIONS SPECIALIST | 1 | General Fund | 85,349.09 | 245 | 11/21/2005 |
| 14921004 | CUSTODIAN | 0.5 | General Fund | 7,673.60 | 256 | 1/12/2017 |
| 14608005 | IAKSS RECEPTIONIST | 1 | General Fund | 45,035.52 | 256 | 6/28/2004 |
| 14105006 | IAKSS OFFICE ASSISTANT III | 1 | General Fund | 46,878.72 | 256 | 7/1/2015 |
| 24921007 | CUSTODIAN | 1 | General Fund | 33,792.00 | 256 | 1/18/2013 |
| 14921009 | CUSTODIAL SUPERVISOR | 1 | General Fund | 46,202.88 | 256 | 6/28/2004 |
| 14921010 | LEAD CUSTODIAL SERVICE WORKER | 1 | General Fund | 36,044.80 | 256 | 6/28/2004 |
| 14921011 | CUSTODIAN | 1 | General Fund | | 256 | 6/28/2004 |
| 14921012 | CUSTODIAN | 1 | General Fund | 28,323.84 | 256 | 6/28/2004 |
| 14921013 | CUSTODIAN | 1 | General Fund | 29,798.40 | 256 | 6/28/2004 |
| 14921014 | CUSTODIAN | 1 | General Fund | | 256 | 6/28/2004 |
| Office of Administrative Services | | | | | | |
| 14075001 | SR DIRECTOR OF ADMINISTRATIVE SERVICES | 1 | General Fund | | 245 | 7/1/2015 |
| 15608002 | MANAGER ECONOMIC DEVELOPMENT | 1 | General Fund | 88,150 | 245 | 7/1/2010 |
| 13100003 | MANAGER - FINANCIAL SYSTEMS | 1 | General Fund | 120,981 | 245 | 6/28/2004 |
| 14100004 | MIS USER SUPPORT ANALYST | 1 | General Fund | 96,704 | 245 | 9/22/2008 |
| 14100005 | MIS USER SUPPORT ANALYST | 1 | General Fund | 89,246 | 245 | 6/28/2004 |

Fayette County Public Schools
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| Position Control Number | MUNIS Job Description | FTE | Fund Source | Salary 2016-2017 | Calendar | Creation Date |
|----------------------------|--------------------------------|-----|--------------|------------------|----------|---------------|
| 14100006 | COMPUTER PROGRAMMER | 1 | General Fund | 84,958 | 256 | 6/28/2004 |
| 14100007 | MIS USER SUPPORT ANALYST | 1 | General Fund | 91,748 | 245 | 7/1/2015 |
| Budget and Staffing | | | | | | |
| 13894001 | DIRECTOR - BUDGET AND STAFFING | 1 | General Fund | 108,312 | 245 | 6/28/2004 |
| 14894002 | BUDGET ANALYST | 1 | General Fund | 61,420 | 256 | 6/28/2004 |
| 14894003 | STAFFING AND BUDGET SPECIALIST | 1 | General Fund | 78,483 | 245 | 7/1/2015 |
| 13894004 | STAFFING AND BUDGET SPECIALIST | 1 | General Fund | 87,349 | 245 | 7/1/2010 |
| Financial Services | | | | | | |
| 13080001 | DIRECTOR - FINANCIAL SERVICES | 1 | General Fund | 113,516 | 245 | 6/28/2004 |
| 14080002 | FINANCE ANALYST | 1 | General Fund | 57,342 | 256 | 6/28/2004 |
| 13080003 | ASSOCIATE DIRECTOR - FINANCE | 1 | General Fund | 94,732 | 245 | 6/28/2004 |
| 13080004 | ASSOCIATE DIRECTOR - FINANCE | 1 | General Fund | 98,675 | 245 | 6/28/2004 |
| 13080005 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 50,933 | 256 | 6/28/2004 |
| 15080006 | GRANT ACCOUNTANT | 1 | General Fund | 85,410 | 245 | 6/28/2004 |
| 14080007 | FINANCIAL SVCS BOOKKEEPER | 1 | General Fund | 31,060 | 256 | 6/28/2004 |
| 14080008 | GRANT ANALYST | 1 | General Fund | 52,490 | 256 | 6/28/2004 |
| 14080009 | GRANTS PROGRAM COMPLIANCE | 1 | General Fund | 70,777 | 245 | 6/23/2008 |
| 14080010 | FINANCE ANALYST | 1 | General Fund | 49,234 | 256 | 6/28/2004 |
| 14080011 | SCHOOL BUSINESS OFFICE TRAINER | 1 | General Fund | 55,910 | 256 | 7/1/2009 |
| 14080012 | STDT ACT FUNDS BUDGET ANALYST | 1 | General Fund | 57,342 | 256 | 6/28/2004 |
| 14080013 | TAX AUDITING SPECIALIST | 1 | General Fund | 33,318 | 256 | 7/1/2011 |
| 14080014 | ACCTS PAYABLE SPECIALIST | 1 | General Fund | 50,463 | 256 | 6/28/2004 |
| 14080015 | ACCOUNT SPECIALIST | 1 | General Fund | 37,908 | 256 | 6/28/2004 |
| 14080016 | ACCOUNT SPECIALIST | 1 | General Fund | 36,762 | 256 | 6/28/2004 |
| 14080017 | INSURANCE SPECIALIST | 1 | General Fund | 36,209 | 256 | 6/28/2004 |
| 14080018 | INSURANCE SPECIALIST | 1 | General Fund | 35,512 | 256 | 6/28/2004 |
| 14080019 | INSURANCE SPECIALIST | 1 | General Fund | | | 7/1/2017 |
| 14080020 | ASSOC DIR - TAX COLLECTION | 1 | General Fund | 90,131 | 245 | 6/28/2004 |
| 14080021 | TAX PROCESSING SUPERVISOR | 1 | General Fund | 60,826 | 256 | 6/28/2004 |
| 14080022 | TAX AUDITING SPECIALIST | 1 | General Fund | 45,998 | 256 | 6/28/2004 |
| 14080023 | FINANCE ANALYST | 1 | General Fund | 44,134 | 256 | 6/28/2004 |
| 14080024 | TAX PROCESSING SPECIALIST | 1 | General Fund | 43,069 | 256 | 6/28/2004 |
| 14080025 | TAX PROCESSING SPECIALIST | 1 | General Fund | 40,448 | 256 | 7/1/2009 |
| 14080026 | TAX PROCESSING SPECIALIST | 1 | General Fund | 30,241 | 256 | 6/28/2004 |
| 14080027 | TAX PROCESSING SPECIALIST | 1 | General Fund | 37,396 | 256 | 6/28/2004 |
| 14080028 | PAYROLL ACCOUNTING MANAGER | 1 | General Fund | 74,510 | 245 | 6/23/2008 |
| 14080029 | LEAD PAYROLL SPECIALIST | 1 | General Fund | 54,108 | 256 | 6/28/2004 |
| 14080030 | PAYROLL SPECIALIST | 1 | General Fund | 1,412 | 256 | 6/28/2004 |
| 14080031 | PAYROLL SPECIALIST | 1 | General Fund | 37,908 | 256 | 6/28/2004 |
| 14080032 | PAYROLL SPECIALIST | 1 | General Fund | | 256 | 6/28/2004 |
| 14080033 | PAYROLL SPECIALIST | 1 | General Fund | 36,209 | 256 | 9/1/2013 |
| Technology | | | | | | |
| 13100001 | DIRECTOR - TECHNOLOGY | 1 | General Fund | 110,721 | 245 | 6/28/2004 |
| 14100002 | SCHOOL ADMIN ASST II - ELEM | 1 | General Fund | 40,075 | 220 | 7/1/2016 |
| 14100003 | ADMINISTRATIVE ASSISTANT III | 1 | General Fund | 50,729 | 256 | 6/28/2004 |
| 14100004 | COMPUTER PROGRAMMER | 1 | General Fund | 81,142 | 256 | 6/28/2004 |
| 14100005 | COMPUTER PROGRAMMER | 1 | General Fund | 36,444 | 256 | 6/28/2004 |
| 14100006 | DATA COMMUNICATIONS SPECIALIST | 1 | General Fund | 94,704 | 245 | 6/28/2004 |
| 14100007 | VOICE/DATA COMMUNICATION SPECL | 1 | General Fund | 70,738 | 256 | 5/19/2008 |
| 13100008 | SUPV - SYSTEMS INTEGRATION | 1 | General Fund | 93,378 | 245 | 6/28/2004 |
| 14100009 | SYSTEMS ANALYST | 1 | General Fund | 81,142 | 256 | 6/28/2004 |
| 14100010 | SYSTEMS ANALYST | 1 | General Fund | 52,306 | 256 | 6/28/2004 |
| 14100011 | DATABASE ADMINISTRATOR | 1 | General Fund | 74,998 | 256 | 6/28/2004 |
| 14100012 | USER SUPPORT MANAGER | 1 | General Fund | 104,143 | 256 | 6/28/2004 |
| 14100013 | MICROCOMPUTER SPECIALIST | 1 | General Fund | 70,738 | 256 | 6/28/2004 |
| 12100014 | DISTRICT TECH COORDINATOR | 1 | General Fund | 101,442 | 245 | 6/28/2004 |
| 11100015 | TECHNOLOGY RESOURCE INSTRUCTOR | 1 | General Fund | 88,435 | 199 | 6/28/2004 |
| 11100016 | TECHNOLOGY RESOURCE INSTRUCTOR | 1 | General Fund | 77,887 | 199 | 6/28/2004 |
| 11100017 | TECHNOLOGY RESOURCE INSTRUCTOR | 1 | General Fund | 84,046 | 199 | 6/28/2004 |
| 14100018 | MICROCOMPUTER SPECIALIST | 1 | General Fund | 58,327 | 256 | 6/28/2004 |
| 11100019 | TECHNOLOGY RESOURCE INSTRUCTOR | 1 | General Fund | 75,638 | 199 | 6/28/2004 |
| 11100020 | TECHNOLOGY RESOURCE INSTRUCTOR | 1 | General Fund | 67,762 | 199 | 6/28/2004 |
| 14100021 | LAN TECHNICIAN | 1 | General Fund | 80,015 | 256 | 6/28/2004 |
| 15100022 | COMMUNICATIONS SPECIALIST | 1 | General Fund | 101,802 | 245 | 7/1/2009 |
| 15100023 | LAN TECHNICIAN | 1 | General Fund | 78,889 | 256 | 6/28/2004 |
| 15100024 | LAN TECHNICIAN | 1 | General Fund | 84,173 | 256 | 6/28/2004 |
| Media Services | | | | | | |

Fayette County Public Schools
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| Position Control Number | MUNIS Job Description | FTE | Fund Source | Salary 2016-2017 | Calendar | Creation Date |
|--|--------------------------------|-------|--------------|------------------|----------|---------------|
| 12100001 | CENTRAL MEDIA LIBRARIAN | 1 | General Fund | 110,876.95 | 245 | 6/28/2004 |
| 14100002 | MEDIA TECHNICIAN | 1 | General Fund | 42,741.76 | 256 | 6/28/2004 |
| 14100003 | MEDIA TECHNICIAN | 1 | General Fund | 42,065.92 | 256 | 6/28/2004 |
| 14100004 | MEDIA TECHNICIAN | 1 | General Fund | 42,741.76 | 256 | 6/28/2004 |
| 14100005 | MEDIA TECHNICIAN | 1 | General Fund | 47,820.80 | 256 | 6/28/2004 |
| 14100006 | STAFF SUPP ADMIN ASST I (12MO) | 1 | General Fund | 49,054.66 | 256 | 6/28/2004 |
| Office of Facilities Operations Support | | | | | | |
| 23086001 | STAFF ARCHITECT | 1 | General Fund | | 245 | 7/1/2005 |
| 23086002 | DIRECTOR FACILITY DESIGN/CONST | 1 | General Fund | 109,609 | 245 | 6/28/2004 |
| 23086003 | MAINTENANCE PROJECT COORD | 1 | General Fund | 93,062 | 245 | 6/28/2004 |
| 24086004 | CONSTRUCTION BUDGET ANALYST | 1 | General Fund | 57,342 | 256 | 6/28/2004 |
| 24086005 | STAFF SUPP ADMIN ASST I (12MO) | 1 | General Fund | 44,831 | 256 | 7/1/2007 |
| Transportation | | | | | | |
| 23086001 | DIRECTOR - TRANSPORTATION | 1 | General Fund | 111,390 | 245 | 6/28/2004 |
| 24086002 | TRANSPORTATION RECORDS CLERK | 1 | General Fund | 39,363 | 256 | 6/28/2004 |
| 24086003 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 47,309 | 256 | 6/28/2004 |
| 24086004 | LEAD BUS DRIVER TRAINER | 1 | General Fund | 38,257 | 256 | 6/28/2004 |
| 24086005 | LEAD BUS DRIVER TRAINER | 1 | General Fund | 44,155 | 256 | 6/28/2004 |
| 24086006 | TRANSPORTATION DATA ASSISTANT | 1 | General Fund | 36,680 | 256 | 6/28/2004 |
| 24086007 | TRANSPORTATION DATA ASSISTANT | 1 | General Fund | 35,942 | 256 | 6/28/2004 |
| 24086008 | TRANSPORTATION DATA ASSISTANT | 1 | General Fund | 42,742 | 256 | 6/28/2004 |
| 24086009 | TRANSPORTATION DISPATCHER | 1 | General Fund | 40,656 | 220 | 6/28/2004 |
| 24086010 | TRANSPORTATION DISPATCHER | 1 | General Fund | 43,366 | 220 | 6/28/2004 |
| 25086011 | TRANSPORTATION MANAGER | 1 | General Fund | 63,959 | 245 | 6/28/2004 |
| 24086012 | VEHICLE MAINTENANCE SUPERVISOR | 1 | General Fund | 59,721 | 256 | 6/28/2004 |
| 24086013 | AUTO BODY WORKER II | 1 | General Fund | 39,178 | 256 | 6/28/2004 |
| 24086014 | VEHICLE MAINTENANCE ASSISTANT | 1 | General Fund | 37,417 | 256 | 6/28/2004 |
| 24086015 | VEHICLE MECHANIC I | 1 | General Fund | 44,462 | 256 | 6/28/2004 |
| 24086016 | VEHICLE MAINTENANCE ASSISTANT | 1 | General Fund | 18,583 | 256 | 6/28/2004 |
| 24086017 | VEHICLE MECHANIC I | 1 | General Fund | 44,462 | 256 | 6/28/2004 |
| 24086018 | VEHICLE MECHANIC II | 1 | General Fund | 52,797 | 256 | 6/28/2004 |
| 24086019 | VEHICLE UPHOLSTERY/GLASS WORKR | 1 | General Fund | 46,223 | 256 | 6/28/2004 |
| 24086020 | LEAD BUS DRIVER TRAINER | 1 | General Fund | 42,619 | 256 | 6/28/2004 |
| 24086021 | LEAD BUS DRIVER TRAINER | 1 | General Fund | 44,155 | 256 | 6/28/2004 |
| 24086022 | LEAD BUS DRIVER TRAINER | 1 | General Fund | 45,507 | 256 | 6/28/2004 |
| 34086023 | TRANSP ACCOUNTS PAYABLE CLERK | 1 | General Fund | 40,755 | 256 | 6/28/2004 |
| 34086024 | TRANSPORTATION DISPATCHER | 1 | General Fund | 38,210 | 220 | 6/28/2004 |
| 34086025 | TRANSPORTATION DISPATCHER | 1 | General Fund | 37,013 | 220 | 6/28/2004 |
| 33086026 | TRANSP ROUTING SPECIALIST | 1 | General Fund | 65,378 | 245 | 4/29/2013 |
| 34086027 | MANAGER OF VEHICLE MAINTENANCE | 1 | General Fund | 75,265 | 245 | 6/28/2004 |
| 34086028 | VEHICLE MAINTENANCE SUPERVISOR | 1 | General Fund | 59,721 | 256 | 6/28/2004 |
| 34086029 | SAFETY TRAINING SUPERVISOR | 1 | General Fund | 37,683 | 256 | 6/28/2004 |
| 34086030 | IAKSS OFFICE ASSISTANT II | 1 | General Fund | 40,468 | 256 | 6/28/2004 |
| 34086031 | VEHICLE MAINTENANCE ASSISTANT | 1 | General Fund | 19,942 | 256 | 6/28/2004 |
| 34086032 | VEHICLE MECHANIC I | 1 | General Fund | 41,615 | 256 | 6/28/2004 |
| 34086033 | VEHICLE MECHANIC I | 1 | General Fund | 37,396 | 256 | 6/28/2004 |
| 34086034 | VEHICLE MECHANIC I | 1 | General Fund | 42,455 | 256 | 6/28/2004 |
| 34086035 | VEHICLE MAINTENANCE ASSISTANT | 1 | General Fund | | 256 | 6/28/2004 |
| 34086036 | VEHICLE MECHANIC II | 1 | General Fund | 47,288 | 256 | 6/28/2004 |
| 34086037 | VEHICLE MECHANIC II | 1 | General Fund | 55,129 | 256 | 6/28/2004 |
| 34086038 | VEHICLE MECHANIC II | 1 | General Fund | 48,783 | 256 | 6/28/2004 |
| 34086039 | VEHICLE MECHANIC II | 1 | General Fund | 42,414 | 256 | 6/28/2004 |
| 34086040 | VEHICLE OPERATION CNTRL ANALYS | 1 | General Fund | 42,742 | 256 | 6/28/2004 |
| 34086041 | ASSOC DIRECTOR TRANSPORTATION | 1 | General Fund | 86,712 | 245 | 7/1/2007 |
| 34086042 | LEAD BUS DRIVER TRAINER | 1 | General Fund | 41,390 | 256 | 6/28/2004 |
| 34086043 | LEAD BUS DRIVER TRAINER | 1 | General Fund | 38,257 | 256 | 6/28/2004 |
| 34086044 | LEAD BUS DRIVER TRAINER | 1 | General Fund | 53,063 | 256 | 6/28/2004 |
| 64086045 | CUSTODIAN | 0.3 | General Fund | 14,800 | 247 | 6/28/2004 |
| 64086046 | CUSTODIAN | 0.3 | General Fund | | 247 | 6/28/2004 |
| 64086047 | CUSTODIAN | 0.5 | General Fund | 14,603 | 247 | 10/1/2009 |
| 34086048 | BUS MONITOR | 215 | General Fund | | 183 | 6/28/2004 |
| 34086049 | BUS DRIVER | 262.5 | General Fund | | 183 | 6/28/2004 |
| Warehouse | | | | | | |
| 23910001 | DIRECTOR - WAREHOUSE | 1 | General Fund | 89,151 | 245 | 6/28/2004 |
| 24910002 | PURCHASING TECHNICIAN | 1 | General Fund | 54,559 | 256 | 6/28/2004 |
| 24910003 | ASSOCIATE DIRECTOR - LOGISTICS | 1 | General Fund | | 245 | 6/28/2004 |
| 24910004 | MAIL SPECIALIST | 1 | General Fund | 44,462 | 256 | 6/28/2004 |

Fayette County Public Schools
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| Position Control Number | MUNIS Job Description | FTE | Fund Source | Salary 2016-2017 | Calendar | Creation Date |
|-------------------------|-----------------------------------|-----|--------------|------------------|----------|---------------|
| 24910005 | WAREHOUSE SUPERVISOR | 1 | General Fund | 64,565 | 256 | 6/28/2004 |
| 24910006 | WAREHOUSE SUPERVISOR | 1 | General Fund | 57,078 | 256 | 6/28/2004 |
| 24910007 | WAREHOUSE WORKER II | 1 | General Fund | 17,521 | 256 | 6/28/2004 |
| 24910008 | LEAD WAREHOUSE WORKER | 1 | General Fund | 46,203 | 256 | 6/28/2004 |
| 24910009 | WAREHOUSE WORKER II | 1 | General Fund | 44,831 | 256 | 6/28/2004 |
| 24910010 | WAREHOUSE WORKER II | 1 | General Fund | 36,946 | 256 | 6/28/2004 |
| 24910011 | WAREHOUSE WORKER II | 1 | General Fund | 41,492 | 256 | 6/28/2004 |
| 24910012 | WAREHOUSE WORKER II | 1 | General Fund | 40,059 | 256 | 6/28/2004 |
| 24910013 | WAREHOUSE WORKER II | 1 | General Fund | 36,946 | 256 | 6/28/2004 |
| 24910014 | WAREHOUSE WORKER II | 1 | General Fund | 36,434 | 256 | 6/28/2004 |
| 24910015 | WAREHOUSE WORKER II | 1 | General Fund | 36,434 | 256 | 6/28/2004 |
| 24910016 | WAREHOUSE WORKER II | 1 | General Fund | - | 256 | 6/28/2004 |
| 24910017 | WAREHOUSE WORKER II | 1 | General Fund | 34,140 | 256 | 6/28/2004 |
| Print Shop | | | | | | |
| 14910001 | PRINTING SUPERVISOR | 1 | General Fund | 69,038 | 256 | 6/28/2004 |
| 14910002 | PRINTING ASSISTANT | 1 | General Fund | 49,055 | 256 | 6/28/2004 |
| 14910003 | PRINTING ASSISTANT | 1 | General Fund | 41,492 | 256 | 6/28/2004 |
| 14910004 | IAKSS OFFICE ASSISTANT III | 0.5 | General Fund | 19,325 | 247 | 7/1/2009 |
| 15910005 | COMMUNICATIONS SPECIALIST | 1 | General Fund | 85,349 | 245 | 6/28/2004 |
| Maintenance | | | | | | |
| 23086001 | DIRECTOR - MAINTENANCE | 1 | General Fund | 116,349 | 245 | 6/28/2004 |
| 24086002 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 50,463 | 256 | 6/28/2004 |
| 24086003 | WORK CONTROL COORDINATOR | 1 | General Fund | 48,804 | 256 | 6/28/2004 |
| 24086004 | DRAFTING SPECIALIST | 1 | General Fund | 58,307 | 256 | 6/28/2004 |
| 24086005 | MAINT WAREHOUSE WORKER | 1 | General Fund | 39,219 | 256 | 6/28/2004 |
| 24086006 | MAINTENANCE SUPERVISOR | 1 | General Fund | | 256 | 6/28/2004 |
| 24086007 | LEAD MAINTENANCE TECHNICIAN | 1 | General Fund | 59,721 | 256 | 6/28/2004 |
| 24086008 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 46,633 | 256 | 6/28/2004 |
| 24086009 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 50,463 | 256 | 6/28/2004 |
| 24086010 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 50,933 | 256 | 6/28/2004 |
| 24086011 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 50,463 | 256 | 6/28/2004 |
| 24086012 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 44,462 | 256 | 6/28/2004 |
| 24086013 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 38,441 | 256 | 6/28/2004 |
| 24086014 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 47,964 | 256 | 6/28/2004 |
| 24086015 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 19,741 | 256 | 6/28/2004 |
| 24086016 | LEAD MAINTENANCE TECHNICIAN | 1 | General Fund | 49,664 | 256 | 6/28/2004 |
| 24086017 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 49,705 | 256 | 6/28/2004 |
| 24086018 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 37,908 | 256 | 6/28/2004 |
| 24086019 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 15,259 | 256 | 6/28/2004 |
| 24086020 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 45,998 | 256 | 6/28/2004 |
| 24086021 | MAINTENANCE TECHNICIAN II | 1 | General Fund | | 256 | 6/28/2004 |
| 24086022 | MAINTENANCE TECHNICIAN II | 1 | General Fund | | 256 | 6/28/2004 |
| 24086023 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 42,025 | 256 | 6/28/2004 |
| 24086024 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 40,755 | 256 | 6/28/2004 |
| 24086025 | MAINTENANCE SUPERVISOR | 1 | General Fund | 64,565 | 256 | 6/28/2004 |
| 24086026 | LEAD MAINTENANCE TECHNICIAN | 1 | General Fund | 56,238 | 256 | 6/28/2004 |
| 24086027 | HVAC TECHNICIAN | 1 | General Fund | 49,664 | 256 | 6/28/2004 |
| 24086028 | HVAC TECHNICIAN | 1 | General Fund | 52,797 | 256 | 6/28/2004 |
| 24086029 | HVAC TECHNICIAN | 1 | General Fund | 52,797 | 256 | 6/28/2004 |
| 24086030 | HVAC TECHNICIAN | 1 | General Fund | 21,447 | 256 | 6/28/2004 |
| 24086031 | ENERGY SYSTEM OPERATOR/DISPATCHER | 1 | General Fund | 50,688 | 256 | 6/28/2004 |
| 24086032 | HVAC TECHNICIAN | 1 | General Fund | 41,595 | 256 | 6/28/2004 |
| 24086033 | HVAC TECHNICIAN | 1 | General Fund | 51,261 | 256 | 6/28/2004 |
| 24086034 | HVAC TECHNICIAN | 1 | General Fund | | 256 | 6/28/2004 |
| 24086035 | LEAD MAINTENANCE TECHNICIAN | 1 | General Fund | 59,721 | 256 | 6/28/2004 |
| 24086036 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 53,063 | 256 | 6/28/2004 |
| 24086037 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 40,755 | 256 | 6/28/2004 |
| 24086038 | MAINTENANCE TECHNICIAN III | 1 | Food Service | 52,572 | 256 | 6/28/2004 |
| 24086039 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 49,254 | 256 | 6/28/2004 |
| 24086040 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 17,529 | 256 | 6/28/2004 |
| 24086041 | MAINTENANCE TECHNICIAN III | 1 | General Fund | | 256 | 6/28/2004 |
| 24086042 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 44,155 | 256 | 6/28/2004 |
| 24086043 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 41,390 | 256 | 6/28/2004 |
| 24086044 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 42,619 | 256 | 6/28/2004 |
| 24086045 | LEAD MAINTENANCE TECHNICIAN | 1 | General Fund | 47,288 | 256 | 6/28/2004 |
| 24086046 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 48,579 | 256 | 6/28/2004 |
| 24086047 | LEAD MAINTENANCE TECHNICIAN | 1 | General Fund | 52,797 | 256 | 6/28/2004 |

Fayette County Public Schools
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| Position Control Number | MUNIS Job Description | FTE | Fund Source | Salary 2016-2017 | Calendar | Creation Date |
|-------------------------|---------------------------------|-----|--------------|------------------|----------|---------------|
| 24086048 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 52,572 | 256 | 6/28/2004 |
| 24086049 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 40,755 | 256 | 6/28/2004 |
| 14100050 | LEAD MAINTENANCE TECHNICIAN | 1 | General Fund | 59,167 | 256 | 6/28/2004 |
| 14100051 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 45,998 | 256 | 6/28/2004 |
| 14100052 | MAINTENANCE TECHNICIAN II | 1 | General Fund | 50,463 | 256 | 6/28/2004 |
| 14100053 | MAINTENANCE TECHNICIAN IV | 1 | General Fund | 54,620 | 256 | 6/28/2004 |
| 14100054 | MAINTENANCE TECHNICIAN IV | 1 | General Fund | 55,129 | 256 | 6/28/2004 |
| 14100055 | MAINTENANCE TECHNICIAN IV | 1 | General Fund | 51,958 | 256 | 6/28/2004 |
| 14100056 | MAINTENANCE TECHNICIAN IV | 1 | General Fund | 49,664 | 256 | 6/28/2004 |
| 14100057 | MAINTENANCE TECHNICIAN IV | 1 | General Fund | 55,129 | 256 | 6/28/2004 |
| 14100058 | MAINTENANCE TECHNICIAN IV | 1 | General Fund | 53,821 | 256 | 6/28/2004 |
| 14100059 | MAINTENANCE TECHNICIAN IV | 1 | General Fund | 47,288 | 256 | 6/28/2004 |
| 14100060 | MAINTENANCE TECHNICIAN IV | 1 | General Fund | | 256 | 6/28/2004 |
| 14100061 | MAINTENANCE TECHNICIAN IV | 1 | General Fund | | 256 | 6/28/2004 |
| 24086062 | MAINTENANCE TECHNICIAN III | 1 | General Fund | 48,579 | 256 | 6/28/2004 |
| Operations | | | | | | |
| 23921001 | DIRECTOR - PLANT OPERATIONS | 1 | General Fund | 117,588 | 245 | 6/28/2004 |
| 24921002 | ADMINISTRATIVE ASSISTANT II | 1 | General Fund | 42,455 | 256 | 6/28/2004 |
| 24921003 | CUSTODIAL SERVICES TRAINER | 1 | General Fund | 61,910 | 256 | 6/28/2004 |
| 24921004 | CUSTODIAL SERVICES TRAINER | 1 | General Fund | 54,784 | 256 | 6/28/2004 |
| 24921005 | CUSTODIAL EQUIPMENT MECHANIC | 1 | General Fund | 37,908 | 256 | 6/28/2004 |
| 24921006 | LEAD CUSTODIAL SERVICE WORKER | 1 | General Fund | 38,830 | 256 | 1/18/2013 |
| 24921007 | CUSTODIAN | 1 | General Fund | 40,161 | 256 | 6/28/2004 |
| 24921008 | VEHICLE MECHANIC II | 1 | General Fund | 55,129 | 256 | 6/28/2004 |
| 24921009 | LEAD CUSTODIAL SERVICE WORKER | 1 | General Fund | 47,821 | 256 | 6/28/2004 |
| 24921010 | GROUPS SUPERVISOR | 1 | General Fund | 61,420 | 256 | 6/28/2004 |
| 24921011 | LEAD GROUNDS EQUIPMENT MECHANIC | 1 | General Fund | 50,401 | 256 | 6/28/2004 |
| 24921012 | GROUNDS EQUIPMENT MECHANIC | 1 | General Fund | 46,633 | 256 | 6/28/2004 |
| 24921013 | LEAD GROUNDS WORKER | 1 | General Fund | 46,858 | 256 | 6/28/2004 |
| 24921014 | LEAD GROUNDS WORKER | 1 | General Fund | 40,755 | 256 | 6/28/2004 |
| 24921015 | LEAD GROUNDS WORKER | 1 | General Fund | 45,507 | 256 | 6/28/2004 |
| 24921016 | GROUNDS WORKER I | 1 | General Fund | | 256 | 9/26/2005 |
| 24921017 | GROUNDS WORKER I | 1 | General Fund | 31,662 | 256 | 6/28/2004 |
| 24921018 | GROUNDS WORKER II | 1 | General Fund | 19,790 | 256 | 6/28/2004 |
| 24921019 | GROUNDS WORKER II | 1 | General Fund | 33,157 | 256 | 6/28/2004 |
| 24921020 | GROUNDS WORKER II | 1 | General Fund | 44,831 | 256 | 6/28/2004 |
| 24921021 | GROUNDS WORKER II | 1 | General Fund | 17,744 | 256 | 6/28/2004 |
| 24921022 | GROUNDS WORKER II | 1 | General Fund | 43,069 | 256 | 6/28/2004 |
| 24921023 | GROUNDS WORKER II | 1 | General Fund | 34,857 | 256 | 6/28/2004 |
| 24921024 | LEAD GROUNDS WORKER | 1 | General Fund | 38,257 | 256 | 6/28/2004 |
| 24921025 | GROUNDS WORKER II | 1 | General Fund | 33,157 | 256 | 6/28/2004 |
| 24921026 | GROUNDS WORKER I | 1 | General Fund | | 256 | 6/28/2004 |
| 24921027 | GROUNDS WORKER I | 1 | General Fund | 31,171 | 256 | 6/28/2004 |
| 24921028 | GROUNDS WORKER II | 1 | General Fund | 35,942 | 256 | 6/28/2004 |
| 24921029 | UTILITY SERVICES SUPERVISOR | 1 | General Fund | 61,997 | 256 | 6/28/2004 |
| 24921030 | LEAD UTILITY WORKER | 1 | General Fund | 47,780 | 256 | 6/28/2004 |
| 24921031 | LEAD UTILITY WORKER | 1 | General Fund | 46,858 | 256 | 6/28/2004 |
| 24921032 | LEAD UTILITY WORKER | 1 | General Fund | 39,997 | 256 | 6/28/2004 |
| 24921033 | LEAD UTILITY WORKER | 1 | General Fund | 39,363 | 256 | 6/28/2004 |
| 24921034 | UTILITY WORKER II | 1 | General Fund | 37,908 | 256 | 6/28/2004 |
| 24921035 | UTILITY WORKER I | 1 | General Fund | 38,830 | 256 | 6/28/2004 |
| 24921036 | UTILITY WORKER I | 1 | General Fund | | 256 | 6/28/2004 |
| 24921037 | UTILITY WORKER I | 1 | General Fund | 35,942 | 256 | 6/28/2004 |
| Risk Management | | | | | | |
| 23086001 | DIRECTOR - RISK MANAGEMENT | 1 | General Fund | 74,807 | 245 | 6/28/2004 |
| 23086002 | HEALTH SERVICES COORDINATOR | 1 | General Fund | 84,365 | 245 | 7/1/2012 |
| 23086003 | SUPV - SAFETY HEALTH ENVIRON | 1 | General Fund | 104,048 | 245 | 6/28/2004 |
| 24086004 | REGISTRAR | 1 | General Fund | 33,216 | 256 | 6/28/2004 |
| 14080005 | CONSTRUCTION BUDGET ANALYST | 1 | General Fund | 59,351 | 256 | 6/23/2008 |
| 24086006 | DATA ENTRY ASSISTANT | 1 | General Fund | | 256 | 6/28/2004 |
| 24086007 | DW RESOURCE INSTRUCTOR | 1 | General Fund | 76,543 | 219 | 7/1/2010 |
| 24086008 | SCHOOL ENERGY MANAGER | 1 | General Fund | 63,338 | 245 | 7/1/2010 |
| Food Service | | | | | | |
| 23086001 | DIRECTOR - FOOD SERVICE | 1 | Food Service | 111,128 | 245 | 6/28/2004 |
| 24086002 | ADMINISTRATIVE ASSISTANT II | 1 | Food Service | | 256 | 6/28/2004 |
| 24086003 | IAKSS OFFICE ASSISTANT II | 1 | Food Service | 34,335 | 256 | 6/28/2004 |
| 24086004 | FOOD SERVICE BUDGET ANALYST | 1 | Food Service | 57,342 | 256 | 6/28/2004 |

