



## Fayette County Board of Education Planning Meeting

Conference Room C  
701 East Main Street  
Lexington, KY 40502  
June 11, 2018  
5:30 PM

<b>A. CALL TO ORDER</b>	Melissa Bacon
1. Roll Call	
<b>B. EXTEND WELCOME TO GUESTS</b>	
<b>C. MOMENT OF SILENCE</b>	
<b>D. PLEDGE OF ALLEGIANCE</b>	Ray Daniels
<b>E. READING OF MISSION STATEMENT</b>	Ray Daniels
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.	
<b>F. APPROVAL OF AGENDA</b>	
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. _____	
<b>G. INTRODUCTIONS, RECOGNITIONS, PROCLAMATIONS AND RESOLUTIONS:</b>	
1. Introductions	
2. Student Performance	
a. Performance, SCAPA at Bluegrass	
3. Recognitions	
a. Recognition, Cole Bishop, Veterans Park Elementary, First Place, 2018 Dream Out Loud Challenge	
b. Recognition, Jenny Lee, Paul Laurence Dunbar, Second Place, 2018 Nathaniel Patch Piano Competition	
c. Recognition, Bryan Station Middle Cheer, Second Place, 2018 Apex Cheer and Dance Championships	
d. Recognition, Ben Lambert, Henry Clay High, First Place, 2018 National Spanish Examination	

e. Recognition, Paul Laurence Dunbar Lamplighter, National Recognition of Excellence	
f. Recognition, Several Students, 2018 State & National PTA Reflections Contest	
g. Recognition, Several Students, 2018 Kentucky Track and Cross Country Coaches Association Middle School State Championships	
h. Recognition, Several Students, 2018 Student Technology Leadership Program State Championships	
i. Recognition, Several Students, 2018 Technology Student Association state conference	
j. Recognition, Jennifer Burton, Henry Clay High School, 2018 Teacher of the Year, Kentucky Association of Family & Consumer Sciences	
k. Recognition, Tiffany Marsh, Paul Laurence Dunbar, 2019 High School Teacher of the Year	
l. Recognition, 212 Degrees	Lisa Deffendall
4. Proclamations	
5. Resolutions	
<b>H. REPORTS, COMMUNICATIONS AND RESOLUTIONS:</b>	
1. Progress Reports	
a. Superintendent's Report	Emmanuel Caulk
1. Academic Services	
2. Equity Report	Darryl Thompson
3. Operations & Support	Myron Thompson
2. Remarks by Citizens (persons who have signed up to speak):	
<b>Fayette County Board of Education Policy 01.45 states,</b>	
“...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:**

**J. APPROVAL OF CONSENT ITEMS:**

1. Award of Bids/Proposals	John White/Myron Thompson
2. Declaration of Surplus	Myron Thompson
3. Surplus and Intent to Sell	Marcus Dobbs/Myron Thompson
4. Post Approval Report Placeholder	Rodney Jackson
5. Special and Other Leaves of Absence	Jennifer Dyar
6. Shortened School Days - Special Education	Amanda Dennis
7. Approval of a Proposed Change Order (No. One) to the Contract for the Construction of New Elementary School at Athens-Boonesboro Road BG 17-185	Myron Thompson
8. Approval of the BG-1 Project Application and Design Consultant for the Construction of a New Parking Lot at the Liberty Road Bus Garage BG# 18-378	Myron Thompson

**K. APPROVAL OF ACTION ITEMS: (PLANNING)**

1. Code of Conduct Books	Faith Thompson/Hadiyah Massey
2. Revised Job Description for Program Director for SUCCESS Academy	Jennifer Dyar
3. New Job Description - Agriscience Co-Op Facilitator	Jennifer Dyar
4. Revised Job Description for Vehicle Maintenance Supervisor	Jennifer Dyar
5. New Job Description for Program Director of Alternative Support Programs	Jennifer Dyar
6. Revised Job Description - PBIS Coach	Jennifer Dyar
7. Professional Leave by District Personnel	Jennifer Dyar
8. CONTRACT - Ellevation Education - Fall 2018	Michael Dailey
9. Contract - Hoonuit I, LLC	Billy Buchanan
10. Requests From Principals For Extended Trips	Chiefs of Schools
11. Natural Gas Contract	Logan Poteat

**L. PLANNING DISCUSSION/INFORMATIONAL ITEMS:**

1. Proposed Policy Updates & Service (1st Reading)	Shelley Chatfield
2. Proposed Procedure Updates & Service	Shelley Chatfield
3. Early Childhood Department Updates (Preschool Calendar/Locations)	Whitney Stevenson
4. Facility Usage Hourly Rate Schedule for School Year 2018-2019 (Effective July 1, 2018)	Myron Thompson
5. PayDate Schedule FY2019 Placeholder	Rodney Jackson
6. School Activity Funds Report Placeholder	Rodney Jackson
7. Monthly Financial Reports Placeholder	Rodney Jackson
8. Personnel Changes	Jennifer Dyar
9. Interfund Transfer Report	Julane Mullins
10. Budget Transfer Report	Julane Mullins
11. Position Control Document	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 June 11, 2018 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.





FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Award of Bids/Proposals**

**PREPARED BY: Matt Moore, FCPS Purchasing**

**Recommended Action on: 6/25/2018**

**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](http://www.fcps.net)

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

## **AWARD OF BIDS/PROPOSALS**

### **PLACEHOLDER**

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

### **BIDS/PROPOSALS**

<b>BID</b>	<b>MAILING ROSTER</b>	<b>DEPARTMENT</b>	<b>RESPONSE – NUMBER RECEIVED</b>
1. Bid 29-18 Dairy Products	1. TSMSDC 2. Commerce Lexington 3. Economic Engine	Child Nutrition	2
2. Bid 30-18 Small Wares	1. TSMSDC 2. Commerce Lexington 3. Economic Engine	Child Nutrition	4
3. Bid 33-18 Food Products	1. TSMSDC 2. Commerce Lexington 3. Economic Engine	Child Nutrition	1
4. Bid 34-18 Paper Products	1. TSMSDC 2. Commerce Lexington 3. Economic Engine	Child Nutrition	4
5. RFP 02-18 Bond Issue Financial Advisor (Fiscal Agent)	1. TSMSDC 2. Commerce Lexington 3. Economic Engine	Chief Operating Officer	4
6. RFP 25-18 Fleet Insurance	1. TSMSDC 2. Commerce Lexington 3. Economic Engine	Risk Management and Safety	2
7. RFP 25-18 Property Insurance	1. TSMSDC 2. Commerce Lexington 3. Economic Engine	Risk Management and Safety	5

<b>CONTRACT EXTENSIONS</b>	<b>VENDOR</b>	<b>DEPARTMENT</b>	<b>YEAR OF EXTENSION</b>
1. RFP 12-16 Periodicals	W.T. Cox	Media Services	2
2. RFP 09-17 Spanish Interpreting Services	Norma Flores-Trevino	ESL	1
3. RFP 13-17 Medical Services	Baptist Health	Risk Management	1
4. RFP 27-17 Spanish Translating	Ramon Rodriguez Denise Munizaga Susana Menendez	ESL	1

5. Bid 41-17 Construction Dumpster Service	Central Kentucky Hauling	Operations	1
6. Bid 62-17 Engine Oil	Apollo Oil	Transportation	1
7. RFP 18-16 Learning Management System	Instructure	Technology	1
8. RFP 14-14 Student Athletic and Voluntary Student Accident Insurance for 2018-2019	Roberts Insurance	Risk Management and Safety	4
9. Workers' Compensation, General Liability, Educators' Legal Liability, Cyber Liability	Roeding Insurance KEMI Brit Insurance Services	Risk Management and Safety	5

## **AWARD OF BIDS/PROPOSALS**

### **PLACEHOLDER**

#### **1. Bid 29-18 Dairy Products**

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

Dairy Products are used in the operation of the National School Lunch Program and Breakfast Program and are competitively bid annually.

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

**Contract Period: August 1, 2018 through July 30, 2019 with the option to renew**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Dairy Products	Last year's expenditure was approximately \$2,686,000.00	Food Service Accounts	Recurring	Will provide Dairy Products to schools for 2018-2019 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 \_\_\_\_\_"

## **PLACEHOLDER**

### **2. Bid 30-18 Small Wares**

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

This bid is used by Food Service to purchase small wares that are used in the school cafeterias.

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

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

**Contract Period: August 1, 2018 through July 30, 2019 with the option to renew**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Small Wares	Last year's expenditure was approximately \$800,000.00	Food Service Accounts	Recurring	Will provide small wares to school cafeterias for 2018-2019 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 low bid from \_\_\_\_\_".

## **PLACEHOLDER**

### **3. Bid 33-18 Food Products**

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

Food Service has used the HPS School Food Purchasing Program bid through GFS to insure they receive the best pricing for the products they serve. This bid is for specific items that are not available through the HPS bid.

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

**Contract Period: August 1, 2018 through July 30, 2019 with the option to renew**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Food Products	Last year's expenditure was approximately \$	Food Service Accounts	Recurring	Will provide food products to schools for 2018-2019 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 \_\_\_\_\_"

## **PLACEHOLDER**

### **4. Bid 34-18 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**

**Contract Period: August 1, 2018 through July 30, 2019 with option to renew**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Food Service Paper Products	Last year's expenditure was approximately \$	Food Service Accounts	Recurring	Will provide paper products to school cafeterias for 2018-2019 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 \_\_\_\_\_"

## **PLACEHOLDER**

### **5. RFP 02-18 Bond Issue Financial Advisor (Fiscal Agent)**

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

Proposals were solicited for a Bond Issue Financial Advisor for bonding projects current and future. Four proposals were submitted and reviewed by a committee based on several different criteria. After scoring the proposals it is recommended to award the contract to Hilliard Lyons.

#### **Key to Markings**

**### - Recommended Contract Award**

#### **Vendor**

Hilliard Lyons

Ross Sinclair & Associates

Compass Municipal Advisors

First Kentucky Securities

#### **Score**

98/100 ###

94/100

92/100

85/100

**Contract Period: July 1, 2018 through June 30, 2019 with the option to renew**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Bond Fiscal Advisor	Cost based on bond proceeds	0349	Recurring	Will provide a bond fiscal agent for 2018-2019 school year

**Funding key:** 0349

**STAFF CONTACT:** Myron Thompson, Chief Operating Officer

**POLICY REFERENCE:** KRS 45A.370

**RECOMMENDATION:** A motion is in order to:  
"Accept the proposal from Hilliard Lyons"



## **PLACEHOLDER**

### **6. RFP 25-18: Fleet Insurance**

**BACKGROUND AND RATIONALE:** The Board has the fiduciary responsibility to protect its financial assets, equipment, and vehicles. Risk Management and Safety utilizes various types of property and casualty insurance (including vehicle insurance) as one means of assisting the Board in meeting this responsibility. The Model Procurement (45A.365) and (45A. 380) requires a competitive bid process on the vehicles. Kentucky Insurance Group has the current contract, awarded in June 2015. The expiring premium for 2017-18 is **\$609,846.00**.

**Vendor:** The following bidders replied to the RFP and have submitted bids:

<b>Agency and (Insurance Company)</b>	<b>Premium 2018-19</b>
Roeding Group (Great American Insurance)	\$640,000.00
*Kentucky Insurance Group (Liberty Mutual)	\$736,928.00

\*Please note: Kentucky Insurance Group missed the RFP submission deadline. In the RFP, under "Special Conditions" paragraph three (3) it states:

### **3. Late proposals**

Any proposals received after the due date listed on the cover page shall be considered a late proposal.

3.5. A late, hand-carried proposal shall not be considered.

Coverages were comparable with one exception. The Roeding Group/Great American Insurance offers liability coverage for district employees using their personal auto for district business. **"Use of the vehicle for district business must be with the knowledge and approval of the district. Primary coverage is provided."**

Great American Insurance has a Best's rating of A+.

### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Agency (Carrier)</b>	<b>Recurring/ Nonrecurring</b>	<b>Measure Expected Impact and Timeline</b>
Fleet Insurance	\$640,000.00	Org Code: 0524 0011072	Roeding Group (Great American Insurance)	Recurring	Statutory Requirement

**Staff Contact:** Joseph L. Isaacs, Director of Risk Management and Safety

**POLICY REFERENCE:** 06.4

**RECOMMENDATION:** A motion is in order to:  
"Award The Roeding Group (Great American Insurance) for one year to end June 30, 2019."

## **PLACEHOLDER**

### **7. RFP 25-18 – Property Insurance**

**BACKGROUND AND RATIONALE:** The Board has the fiduciary responsibility to protect its financial assets, including physical assets, such as buildings, contents and boilers. Risk Management and Safety utilizes various types of property and casualty insurance (including property) as one means of assisting the Board in meeting this responsibility. The Model Procurement (45A.365) and (45A. 380) requires a competitive bid process on the property. Kentucky Insurance Group has the current contract, awarded in June 2015. The expiring premium for 2017-18 is **\$469,090.00**

**Vendor:** The following bidders replied to the RFP and have submitted bids:

**Contract Period: Beginning July 1, 2018 and ending June 30, 2019**

We received five (5) responses to our RFP:

<b>Agency (Carrier)</b>	<b>Premium 2018-19</b>
J. Smith Lanier (Affiliated FM Global)	\$474,051.00 w/ \$50,000 Deductible
*Kentucky Insurance Group (Liberty Mutual)	\$486,977.00 w/ \$50,000 Deductible
Roeding Group (Alliant)	\$571,302.00 w/ \$50,000 Deductible
Roeding Group (The Hartford)	\$611,767.00 w/ \$50,000 Deductible
Roeding Group (CNA)	\$639,750.00 w/ \$50,000 Deductible

\*Please note: Kentucky Insurance Group missed the RFP submission deadline. In the RFP, under "Special Conditions" paragraph three (3) it states:

### **3. Late proposals**

Any proposals received after the due date listed on the cover page shall be considered a late proposal.

3.5. A late, hand-carried proposal shall not be considered.

### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Agency (Carrier)</b>	<b>Recurring/ Nonrecurring</b>	<b>Measure Expected Impact and Timeline</b>
Property Insurance	\$474,051 w/\$50k Deductible	Org Code: 0524 0011072	J. Smith Lanier (Affiliated FM Global)	Recurring	Statutory Requirement

Affiliated FM Global has a Best's rating of A+.

Please review the attachments regarding limits of coverage.

**STAFF CONTACT:** Joseph L. Isaacs, Director of Risk Management and Safety

**POLICY REFERENCE:** 05.6

**RECOMMENDATION:**

A motion is in order to:

"Award J.Smith Lanier (Affiliated FM Global) for one year to end June 30, 2019."

# Affiliated FM Global

RFP 25-18 - RFP Fleet, Property/Boiler, Page 20

Coverage Period: July 1, 2018 - June 30, 2019			
Coverage Provided	Yes	No	LIMITATIONS
Accounts Receivable	X		Blanket \$1,000,000 Limit
Arson Reward	X		\$5,000 \$100,000
Boiler & Machinery	X		Blanket \$750,000,000
Accident Expediting Expense	X		Blanket \$250,000
Brands and Label	X		Blanket \$750,000,000
Change In Temperature/ Contamination by Refrigerant	X		Blanket \$100,000
Computers & Computerized Equipment	X		Blanket \$750,000,000
* Contractors Equipment	X		\$500,000 \$5,000,000
Debris Removal, Ordinance or Law Deficiency, Loss to Undamaged Portion of Building and Demolition and Increased Cost of Construction	X		Blanket \$750,000,000
Data and Media Reproduction	X		Blanket \$500,000
Earthquake Deductible	X		** \$1,000 \$100,000 per occ
Earthquake	X		\$200 Million
* Errors & Omissions	X		\$20 Million
Exhibition & Off Premises Functions	X		Blanket \$5,000,000
* Extra Expense	X		Blanket \$5,000,000
Fine Arts	X		\$500,000
Fire Department Service Charge	X		Blanket
Fire Protection Equipment	X		Blanket
Backup of Sewer & Drain	X		Blanket
Foundation and Underground Pipes	X		Blanket
Glass	X		Blanket
Inland Marine Including EDP, Audio Visual Musical Instruments and Band Uniforms	X		Blanket
Marring and Scratching	X		Blanket if covered cause of loss
Newly Acquired Building & Contents	X		\$25 Million - 120 Days
* Off-Premises Interruption	X		\$5 Million (24 HR Wait)
Outdoor Property	X		Blanket
* Owned Vehicles on Premises	X		\$1 Million \$50,000 Deductible
Personal Effects and Property of Others	X		Custody & Care - Blanket
* Pollution contamination & cleanup	X		\$100,000 annual aggregate
Premises Boundary	X		1000 Ft
Project Research & Development Documentation & Prototypes	X		Blanket \$1,000,000 Research Experiments
* Property In Transit	X		\$1 Million
Rate Change Notice			30 Days
* Rental Income & Rental Value	X		\$5 Million
* Royalties	X		\$1 Million
* Unnamed Locations	X		\$5 Million
* Valuable Papers and Records	X		Blanket \$500,000
Flood deductible	X		\$1000 except for \$10,000 per site 100,000 located within 100 year flood zone
* Flood	X		\$200 Million except for \$5 million in flood zone A, V or any subzone there of \$50,000,000 All Zones
* Trees, shrubs or plants	X		\$1 million per occurrence limited to \$500 for any one Tree, shrub or plant \$750,000,000

# Liberty Mutual

RFP 25-18 - RFP Fleet, Property/Boiler, Page 20

Coverage Period: July 1, 2018 - June 30, 2019			
Coverage	Yes	No	Limitations
Accounts Receivable	✓		Blanket 25,000
Arson Reward	✓		\$5,000 25,000
Boiler & Machinery	✓		Blanket
Accident Expediting Expense	✓		Blanket 50,000
Brands and Label	✓		Blanket
Change In Temperature/ Contamination by Refrigerant	✓		Blanket 15,000
Computers & Computerized Equipment	✓		Blanket 200,000
* Contractors Equipment	✓		\$500,000 PER schedule
Debris Removal, Ordinance or Law Deficiency, Loss to Undamaged Portion of Building and Demolition and Increased Cost of Construction	✓		Blanket 1,000,000
Data and Media Reproduction	✓		Blanket 25,000
Earthquake Deductible	✓		** \$1,000 10%
Earthquake	✓		\$200 million 50,000,000
* Errors & Omissions			\$20 Million
Exhibition & Off Premises Functions	✓		Blanket
* Extra Expense	✓		Blanket 5,000,000
Fine Arts	✓		\$500,000 25,000
Fire Department Service Charge	✓		Blanket 25,000
Fire Protection Equipment	✓		Blanket
Backup of Sewer & Drain	✓		Blanket 25,000
Foundation and Underground Pipes	✓		Blanket
Glass	✓		Blanket
Inland Marine Including EDP, Audio Visual Musical Instruments and Band Uniforms	✓		Blanket PER SCHEDULE
Marring and Scratching	✓		Blanket if covered cause of loss
Newly Acquired Building & Contents	✓		\$25 Million - 120 Days 1,000,000
* Off-Premises Interruption	✓		\$5 Million (24 HR Wait) 50,000
Outdoor Property	✓		Blanket 100,000
* Owned Vehicles on Premises	✓		\$1 Million \$50,000 Deductible
Personal Effects and Property of Others	✓		Custody & Care - Blanket 50,000
* Pollution contamination & cleanup	✓		\$100,000 annual aggregate 50,000
Premises Boundary	✓		1000 Ft.
Project Research & Development Documentation & Prototypes	✓		Blanket
* Property In Transit	✓		\$1 Million 50,000
Rate Change Notice	✓		30 Days
* Rental Income & Rental Value	✓		\$5 million 100,000
* Royalties			\$1 Million
* Unnamed Locations	✓		\$5 million 1,000,000
* Valuable Papers and Records	✓		Blanket 100,000
Flood deductible	✓		\$1000 except for \$10,000 per site located within 100 year flood zone 10%
* Flood	✓		\$200 Million except for \$5 million in flood zone A, V or any subzone there of 1,000,000
* Trees, shrubs or plants	✓		\$1 million per occurrence limited to \$500 for any one Tree, shrub or plant 100,000

# Alliant

## RFP 25-18 - RFP Fleet, Property/Boiler, Page 20

Coverage Period: July 1, 2018 - June 30, 2019			
Coverage Provided	Yes	No	LIMITATIONS
Accounts Receivable	X		Blanket
Arson Reward		X	\$5,000
Boiler & Machinery	X		Blanket \$100,000,000
Accident Expediting Expense		X	Blanket GL coverage
Brands and Label	X		Blanket
Change In Temperature/ Contamination by Refrigerant	X		Blanket \$10,000,000
Computers & Computerized Equipment	X		Blanket
* Contractors Equipment see schedule	X		\$900,000
Debris Removal, Ordinance or Law Deficiency, Loss to Undamaged Portion of Building and Demolition and Increased Cost of Construction	X		Blanket
Data and Media Reproduction	X		Blanket \$10,000,000
Earthquake Deductible currently 10% in LM policy	X		** \$1,000
Earthquake currently 5,000,000 in LM policy	X		\$200 Million \$5,000,000
* Errors & Omissions currently 1,000,000 in LM policy	X		\$20 Million
Exhibition & Off Premises Functions	X		Blanket
* Extra Expense	X		Blanket \$50,000,000
Fine Arts	X		\$500,000 Blanket
Fire Department Service Charge	X		Blanket
Fire Protection Equipment	X		Blanket
Backup of Sewer & Drain	X		Blanket
Foundation and Underground Pipes	X		Blanket under 1,000 ft
Glass	X		Blanket
Inland Marine Including EDF, Audio Visual Musical Instruments and Band Uniforms	X		Blanket \$50,000 deductible
Marring and Scratching	X		Blanket if covered cause of loss
Newly Acquired Building & Contents	X		\$25 Million - 120 Days
* Off-Premises Interruption	X		\$5 Million (24 HR Wait) 25,000,000
Outdoor Property	X		Blanket
* Owned Vehicles on Premises	X		\$1 Million \$50,000 Deductible
Personal Effects and Property of Others	X		Custody & Care - Blanket
* Pollution contamination & cleanup	X		\$100,000 annual aggregate
Premises Boundary	X		1000 Ft.
Project Research & Development Documentation & Prototypes	X		Blanket
* Property In Transit	X		\$1 Million
Rate Change Notice	X		30 Days
* Rental Income & Rental Value	X		\$5 Million
* Royalties		X	\$1 Million
* Unnamed Locations	X		\$5 Million \$25,000,000
* Valuable Papers and Records	X		Blanket
Flood deductible current LM policy is 10%	X		\$1000 except for \$10,000 per site located within 100 year flood zone \$100,000
* Flood 1,000,000 currently	X		\$200 Million except for \$5 million in flood zone A, V or any subzone thereof \$1,000,000 + \$1,000,000 for A & V
* Trees, shrubs or plants	X		\$1 million per occurrence limited to \$500 for any one Tree, shrub or plant +25,000 per item

# The Hartford

RFP 25-18 - RFP Fleet, Property/Boiler, Page 20

Coverage Period: July 1, 2018 - June 30, 2019			
Coverage Provided	Yes	No	LIMITATIONS
Accounts Receivable	X		Blanket \$1,000,000
Arson Reward	X		\$5,000 \$100,000
Boiler & Machinery	X		Blanket \$100,000,000
Accident Expediting Expense	X		Blanket \$250,000
Brands and Label	X		Blanket
Change In Temperature/ Contamination by Refrigerant	X		Blanket \$250,000
Computers & Computerized Equipment	X		Blanket Included in Contents
* Contractors Equipment see schedule	X		\$500,000 \$1,118,007
Debris Removal, Ordinance or Law Deficiency, Loss to Undamaged Portion of Building and Demolition and Increased Cost of Construction	X		Blanket \$1,000,000 +25% of loss or damage
Data and Media Reproduction	X		Blanket
Earthquake Deductible currently 10% in LM policy	X		** \$1,000 5% \$100,000 total
Earthquake currently 5,000,000 in LM policy	X		\$200 Million \$5,000,000
* Errors & Omissions currently 1,000,000 in LM policy	X		\$20 Million \$1,000,000
Exhibition & Off Premises Functions	X		Blanket \$250,000
* Extra Expense	X		Blanket \$5,000,000
Fine Arts	X		\$500,000 \$250,000
Fire Department Service Charge	X		Blanket \$100,000
Fire Protection Equipment	X		Blanket \$100,000
Backup of Sewer & Drain	X		Blanket
Foundation and Underground Pipes	X		Blanket Excluded-underground pipes
Glass	X		Blanket
Inland Marine Including EDP, Audio Visual Musical Instruments and Band Uniforms	X		Blanket see schedule
Marring and Scratching	X		Blanket if covered cause of loss
Newly Acquired Building & Contents	X		\$25 Million - 120 Days \$1M 90 days
* Off-Premises Interruption	X		\$5 Million (24 HR Wait) \$1,000,000
Outdoor Property	X		Blanket Included
* Owned Vehicles on Premises	X		\$1 Million \$50,000 Deductible
Personal Effects and Property of Others	X		Custody & Care - Blanket \$100,000
* Pollution contamination & cleanup	X		\$100,000 annual aggregate \$250,000
Premises Boundary	X		1000 ft.
Project Research & Development Documentation & Prototypes	?		Blanket
* Property In Transit	X		\$1 Million \$250,000
Rate Change Notice	X		30 Days
* Rental Income & Rental Value	X		\$5 Million Time Element Extra Expense
* Royalties	X		\$1 Million Time Element Extra Expense
* Unnamed Locations	X		\$5 Million \$250,000
* Valuable Papers and Records	X		Blanket \$1,000,000
Flood deductible current LM policy is 10% \$100,000	X		\$1000 except for \$10,000 per site located within 100 year flood zone
* Flood 1,000,000 currently Flood Zone V not covered Flood Zone A \$1,000,000 All Other \$5,000,000	X		\$200 Million except for \$5 million in flood zone A, V or any subzone there of
* Trees, shrubs or plants 100,000 10,000 any one tree/shrub	X		\$1 million per occurrence limited to \$500 for any one tree, shrub or plant

CNA

## RFP 25-18 - RFP Fleet, Property/Boiler, Page 20

Coverage Period: July 1, 2018 - June 30, 2019			
Account	Yes	No	Limitations
Accounts Receivable	X		Blanket \$500,000
Arson Reward	X		\$3,000 \$50,000
Boiler & Machinery	X		Blanket \$100,000,000
Accident Expediting Expense	X		Blanket \$50,000
Brands and Label	X		Blanket \$50,000
Changes In Temperature/ Contamination by Refrigerant	X		Blanket \$1,000,000
Computers & Computerized Equipment	X		Blanket
* Contractors Equipment see schedule	X		\$800,000
Debris Removal, Ordinance or Law Deficiency, Loss to Undamaged Portion of Building and Demolition and Increased Cost of Construction	X		Blanket \$5,000,000
Data and Media Reproduction	X		Blanket
Earthquake Deductible currently 10% in LM policy	X		** \$1,000 \$50,000
Earthquake currently 5,000,000 in LM policy	X		\$200 Million \$10,000,000
* Errors & Omissions currently 1,000,000 in LM policy	X		\$20 Million \$500,000
Exhibition & Off Premises Functions	X		Blanket \$50,000
* Extra Expense	X		Blanket \$5,000,000
Fine Arts	X		\$500,000
Fire Department Service Charge	X		Blanket \$50,000
Fire Protection Equipment	X		Blanket Included
Backup of Sewer & Drain	X		Blanket
Foundation and Underground Pipes	X		Blanket
Glass	X		Blanket Included
Inland Marine Including EDP, Audio Visual Musical Instruments and Band Uniforms	X		Blanket Per Schedule
Marring and Scratching	X		Blanket if covered cause of loss
Newly Acquired Building & Contents	X		\$25 Million - 120 Days \$10,000,000
* Off-Premises Interruption	X		\$5 Million (24 HR Wait) \$2,500,000
Outdoor Property	X		Blanket
* Owned Vehicles on Premises	X		\$1 Million \$50,000 Deductible
Personal Effects and Property of Others	X		Custody & Care - Blanket
* Pollution contamination & cleanup	X		\$100,000 annual aggregate \$50,000
Premises Boundary	X		1000 ft.
Project Research & Development Documentation & Prototypes	?		Blanket NA
* Property In Transit	X		\$1 Million \$100,000
Rate Change Notice	X		30 Days
* Rental Income & Rental Value	X		\$5 Million \$50,000
* Royalties	X		\$1 Million
* Unnamed Locations	X		\$5 Million \$1,000,000
* Valuable Papers and Records	X		Blanket \$500,000
Flood deductible current LM policy is 10%	X		\$1000 except for \$10,000 per site located within 100 year flood zone 50,000 ded
* Flood LM 1,000,000 currently refer to page 2 of 11	X		\$200 Million except for \$5 million in flood zone A, V or any subzone there of
* Trees, shrubs or plants	X		\$1 million per occurrence limited to \$500 for any one Tree, shrub or plant 100,000 2,500 per tree/shrub



**PLACEHOLDER**  
**APPROVAL FOR BID/RFP CONTRACT EXTENSIONS**

**1. RFP 12-16 Periodicals**

**BACKGROUND AND RATIONALE:**

FCPS use magazines as a source for current information, motivated reading practice and professional information. These periodicals are essential in maintaining the District's high expectations regarding literacy and reading in the content areas. An RFP was sent out last year and was awarded to W.T. Cox Information Services. The Contract had the option to extend for additional years and W.T. Cox has requested to extend the contract for an additional year.

Vendor: W.T. Cox Information Services

**Contract Period:** July 1, 2018 through June 30, 2019

**PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Periodicals	To date expenditure was approximately \$20,300.00	Individual School Budgets	Recurring	Will provide teachers and students with the most current and up-to-date information in print without interruption to the educational process

**STAFF CONTACT:** Joni Maloney, Media Services

**POLICY REFERENCE:** KRS 45A.365

**RECOMMENDATION:** A motion is in order to:  
"extend the contract for one year with W.T. Cox Information Services".

**PLACEHOLDER****2. RFP 09-17 – Spanish Interpreting Services****BACKGROUND AND RATIONALE:**

These services include interpreting during school events and parent-teacher conferences. An RFP was sent out last year and a contract awarded to Norma Flores Trevino. The RFP had the option to be renewed on an annual basis for up to 5 total years. This would be the first renewal.

**Vendor**

Norma Flores Trevino

**Contract Term: July 1, 2018 through June 30, 2019**

**PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Spanish Interpreting Services	FY to date amount is approximately \$18,000.00	Title I, ESL, Special Education	Recurring	Contract for Spanish Interpreting

**Funding Key:** Title I, ESL, Special Education

**STAFF CONTACT:** Jessica Sanchez, Student Achievement and Support

**POLICY REFERENCE:** KRS 45A.370

**RECOMMENDATION:** A motion is in order to:  
“extend the contract for one year with Norma Flores Trevino.”

**PLACEHOLDER****3. RFP 13-17 – Medical Services****BACKGROUND AND RATIONALE:**

As a part of the District's occupational health and safety program Request for Proposals (RFP) were issued on behalf of Human Resources, Transportation, and Risk Management and Safety last year. Two proposals were received and evaluated with Baptist Health being awarded the contract with the option to renew on an annual basis up to five total years.

**Vendor:**

Baptist Health ###

**Contract Period: Beginning July 1, 2018 and ending June 30, 2019**

**PROPOSAL:**

<b>Vendor</b>	<b>Amount (estimated)</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Baptist Health	FY to date amount is approximately \$45,000.00	General Fund	Recurring	Statutory Requirement

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

**STAFF CONTACT:**

Joseph L. Isaacs, Director of Risk Management and Safety  
(x3828)

**POLICY REFERENCE:**

03.111, 03.211, 03.13251, 03.23251

**RECOMMENDATION:**

A motion is in order to:  
"extend the contract for a one-year period with Baptist Health  
Occupational Medicine and Urgent Care."

## **PLACEHOLDER**

### **4. RFP 27-17 – Spanish Translating Services**

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

These services include translating written documents for the district. An RFP was sent out last year and a contract awarded to three vendors. The RFP had the option to be renewed on an annual basis for up to 5 total years. This would be the first renewal.

#### **Vendor**

Susana Menendez

Denise Munizaga

Ramon Rodriguez

**Contract Term: July 1, 2018 through June 30, 2019**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Spanish Translating/ Services	FY to date amount is approximately \$31,000.00	Title I, ESL, Special Education	Recurring	Contract for Spanish Translating

**Funding Key:** Title I, ESL, Special Education

**STAFF CONTACT:** Jessica Sanchez, Student Achievement and Support

**POLICY REFERENCE:** KRS 45A.370

**RECOMMENDATION:** A motion is in order to:  
“extend the contract for one year with Susana Menendez, Denise Munizaga and Ramon Rodriguez.”

**PLACEHOLDER****5. Bid 41-17 – Construction Dumpster Service****BACKGROUND AND RATIONALE:**

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

**Vendor**

Central KY Hauling

**Contract Period: September 1, 2018 through August 31, 2019**

**PROPOSAL:**

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

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

**STAFF CONTACT:**

Ken Tate, Director, Plant Operations

**POLICY REFERENCE:**

KRS 45A.365

**RECOMMENDATION:**

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

**PLACEHOLDER****6. Bid 62-17 Engine Oil****BACKGROUND AND RATIONALE:**

Engine Oil is a product necessary to maintain FCPS's fleet of 250 buses and 120 maintenance, operations, transportation and warehouse vehicles. This is bid every six months but has the option to renew the contract on a bi-annual basis for up to three years. Apollo Lubricants was the low bidder the last time it was bid and has requested to renew the contract with a slight price increase of \$.50 per gallon.

**Company/Item**

Apollo Lubricants LLC

**Contract Period: Beginning August 1, 2018 and ending January 31, 2019**

**PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring / Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Engine Oil	To date FY 2018 spent \$14,000.00	901 1 096 0661	Recurring	Will permit FCPS to continue to operate its transportation fleet with the service required to support the educational process.

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

**STAFF CONTACTS:** Marcus Dobbs, Transportation

**POLICY REFERENCE:** KRS 45A.365.

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

## **PLACEHOLDER**

### **7. RFP 18-16 Learning Management System**

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

In 2016 the district solicited proposals for an online Learning Management System for the delivery, administration, tracking, and reporting of online and blended classes and professional development. The contract allowed for an annual renewal. This would be the second renewal.

Vendor: Instructure Inc (Canvas)

**Contract Period: July 1, 2018 and ending June 30, 2019.**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Online Learning Management System	To date FY 2018 spent \$63,000	Technology Software Funds	Recurring	Will permit the District to continue to offer more differentiated, online, and blended instruction as well as offering and tracking professional development for faculty and staff.

**Funding Key:** Technology Software Funds

**STAFF CONTACT:** Bob Moore, Director of Technology

**POLICY REFERENCE:** KRS 45A.365

**RECOMMENDATION:** A motion is in order to:  
"Extend contract with Instructure Inc (Canvas) for an additional year."

## **PLACEHOLDER**

### **8. Bid 14-14 for Student Athletic and Voluntary Student Accident Insurance for 2018 - 2019:**

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

**Blanket Student Athletic Insurance:** Board Policy 09.312 provides in pertinent part that "all students in grades seven through twelve (7-12) trying out for, participating in or assisting with interscholastic athletics must be covered by school athletic insurance." The District has historically required that all students be covered by a blanket student athletic policy with limits of \$25,000 per injury. This ensures that all middle school athletes will have at least some level of accident insurance and all athletes will have accident insurance to meet the Kentucky High School Athletic Association's (KHSAA's) catastrophic deductible. The District renewal rate is flat due to lower than expected losses.

<b>Vendor</b>	<b>Athletic Only District Premium</b>	<b>Athletic Fee Per Participant</b>
<b>Roberts Insurance</b>	<b>\$298,819.56</b>	<b>\$25.00</b>

<b>Vendor</b>	<b>Middle School Catastrophic</b>
<b>Roberts Insurance</b>	<b>\$8,622.00</b>

Board Policy 09.23 provides that "the Board may designate an insurance company to provide a group insurance program for pupils." Roberts Insurance will provide voluntary student accident insurance for 2018-19 as follows:

#### **Premium Rates (includes Extended Dental)**

##### **24 Hour Coverage**

Provides coverage for injuries sustained all year long; 24-hours a day until one year after the date the school year begins, excluding High School Football.

	<b>LOW</b>	<b>HIGH</b>
<b><u>24 Hour All Year</u></b>	<b>\$105.00</b>	<b>\$154.00</b>
<b><u>24 Hour Summer Only</u></b>	<b>\$36.00</b>	<b>\$ 48.00</b>

##### **At School Coverage**

Provides coverage for injuries sustained at school or during school-sponsored activities until the end of the regular school term, excluding High School Football.

	<b>LOW</b>	<b>HIGH</b>
<b><u>At School Coverage</u></b>	<b>\$29.00</b>	<b>\$ 37.00</b>

**Contract Period: Beginning July 1, 2018 and ending June 30, 2019**

**STAFF CONTACT:** Joseph L. Isaacs, Director Risk Management and Safety

**POLICY REFERENCE:** 09.312

**RECOMMENDATION:** A motion is in order to:  
"Extend the Student Athletic and Voluntary Student Accident Insurance contract for a one-year period to Roberts Insurance."



## **PLACEHOLDER**

### **9. Workers' Compensation, General Liability, Educators' Legal Liability Insurance, Cyber Liability**

**Background and Rationale:** The District currently obtains Workers' Compensation (WC), General Liability (GL) and Educators Legal Liability (ELL) from the Roeding Group/Public Entity Group. Workers' Compensation coverage is provided through Kentucky Employer Mutual Insurance (KEMI). This is the fifth year with KEMI and with a decrease in our modification factor (MOD) .97 to .89, (a MOD of one (1) is considered standard) we saw a reduction in our WC premium. The reduction in premium is due to a decrease in claims severity. We will see a reduction in our WC premium by \$155,782.88. GL and ELL coverages are being provided through Brit Insurance Services USA, Inc. at a flat rate. The self-insured ELL deductible will remain \$100,000 and the GL will be \$50,000.

Type of Insurance	Premium 2017-18	Premium 2018-19
Worker's Compensation (Kentucky Employers Mutual Insurance)*	\$1,704,878.85	\$1,549,095.97
General Liability – \$6 million limits/occurrence (Brit Insurance Services USA)	\$654,769.00	\$616,646.00
Educators Legal Liability is \$6,000,000/occurrence – Non-monetary coverage is \$100,000/occurrence/\$100,000 aggregate. (Brit Insurance Services USA)		
<b>New Addition:</b> A cyber liability enhancement - \$1million occurrence/\$1 million aggregate Coverages: Response Expenses, Identity Recovery, Computer Attack, Cyber Extortion, Data Compromise Liability, Network Security Liability, and Electronic Media Liability. (Hixcox CyberClear)	N/A	\$17,634.70
Total Workers Comp. & Liability	\$2,359,647.85	\$2,183,326.67

**\*Decrease in Workers' Compensation and Liability of \$193,905.88 for 2018-2019**

Vendor:

**Contract Period: Beginning July 1, 2018 and ending June 30, 2019**

#### **PROPOSAL:**

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measure Expected Impact and Timeline
Workers Compensation /Liability Insurance	\$2,183,326.67	General Fund	Recurring	Statutory Requirement

#### **STAFF CONTACT:**

Joseph L. Isaacs, Director of Risk Management and Safety

#### **POLICY REFERENCE:**

KRS 45A.380.10

#### **RECOMMENDATION:**

A motion is in order to:  
"continue with Roeding Insurance Group/Kentucky Employers Mutual Insurance (KEMI) and Brit Insurance Services USA, Inc. for a one-year period to end June 30, 2019."

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

**MEETING: Regular**

**DATE: 6/11/2018**

**TOPIC: Declaration of Surplus**

**PREPARED BY: Matt Moore, FCPS Purchasing**

**Recommended Action on: 6/25/2018**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: Declaration of Surplus and intent to sell.**

**Background/Rationale:** Plant Operations has several pieces of equipment that are no longer needed by the district and are needed to be declared surplus.

**Policy: KRS45A.425**

**Fiscal Impact: Money resulting from sale of items will be returned to the general fund**

**Attachments(s): Declaration of Surplus**

**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](http://www.fcps.net)

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

## **DECLARATION OF SURPLUS AND INTENT TO SELL**

### **BACKGROUND AND RATIONALE:**

Plant Operations has several pieces of equipment that are no longer needed by the district and are needed to be declared surplus and sold. The District is presently using online auction through [www.publicsurplus.com](http://www.publicsurplus.com) for disposal. These resources have produced substantially more return than other methods of disposal.

### **Items include:**

3 Carpet Extractors  
2 Auto Scrubbers  
3 Burnishers  
2 Swing Machines

**STAFF CONTACT:** Steve Collins, Plant Operations

**POLICY REFERENCE:** KRS 45A.425

**RECOMMENDATION:** A motion is in order to:  
“Approve the declaration of surplus for the listed items, and authorize disposal pursuant to the reference policy.”

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

**MEETING: Regular**

**DATE: 6/11/2018**

**TOPIC: Surplus and Intent to Sell**

**PREPARED BY: Marcus Dobbs**

**Recommended Action on: 6/25/2018**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: Approve the declaration of surplus buses for the vehicles listed and authorize disposal pursuant to KRS 45A.425.**

**Background/Rationale: Presently, the Transportation Division has 21 buses that have exceed their life cycle and are considered surplus due to the cost of maintaining them. Repair is not normally undertaken when the cost of repair exceeds 50% of the replacement value.**

**Policy: KRS 45A.425**

**Fiscal Impact: N/A**

**Attachments(s): Declaration of Surplus and Intent to Sell**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

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

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • [www.fcps.net](http://www.fcps.net)

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

## **DECLARATION OF SURPLUS AND INTENT TO SELL**

### **BACKGROUND AND RATIONALE:**

The Transportation Division has 21 buses that have exceeded their life cycle and are considered surplus due to the cost of maintaining them in a safe operating condition. Repair is not normally undertaken when the cost of repair exceeds 50% of the replacement value of the remaining prorated life of the vehicle. The vehicles listed below have met the age and repair criteria for replacement. The District is presently using ebay internet auction and private party sale for vehicle/equipment disposal and advertises the auction on the FCPS Purchasing and Transportation web pages. Before listing on ebay or using private party sale, the District has in the past allowed community partners and other school districts to purchase the buses at fair market value. It is our intent to proceed down this path first. The proceeds from the sale of these vehicles will be deposited into the General Fund. The vehicles for disposal are listed below:

<b><u>Year</u></b>	<b><u>Side No.</u></b>	<b><u>Make</u></b>	<b><u>Mileage</u></b>	<b><u>Type of Bus</u></b>	<b><u>VIN</u></b>
<b><u>2003</u></b>	<b><u>353</u></b>	<b><u>International</u></b>	<b><u>140,956</u></b>	<b><u>Lift</u></b>	<b><u>4DRBRAAL04A959438</u></b>
<b><u>2004</u></b>	<b><u>455</u></b>	<b><u>International</u></b>	<b><u>160,840</u></b>	<b><u>Transit</u></b>	<b><u>4DRBGAAN64A974789</u></b>
<b><u>2004</u></b>	<b><u>456</u></b>	<b><u>International</u></b>	<b><u>164,809</u></b>	<b><u>Transit</u></b>	<b><u>4DRBGAAN24A974790</u></b>
<b><u>2004</u></b>	<b><u>462</u></b>	<b><u>International</u></b>	<b><u>174,949</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN14A974709</u></b>
<b><u>2004</u></b>	<b><u>463</u></b>	<b><u>International</u></b>	<b><u>158,809</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN84A974710</u></b>
<b><u>2004</u></b>	<b><u>465</u></b>	<b><u>International</u></b>	<b><u>171,170</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN14A974712</u></b>
<b><u>2004</u></b>	<b><u>466</u></b>	<b><u>International</u></b>	<b><u>158,109</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN34A974713</u></b>
<b><u>2004</u></b>	<b><u>467</u></b>	<b><u>International</u></b>	<b><u>178,781</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN54A974714</u></b>
<b><u>2004</u></b>	<b><u>468</u></b>	<b><u>International</u></b>	<b><u>186,651</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN74A974715</u></b>
<b><u>2004</u></b>	<b><u>469</u></b>	<b><u>International</u></b>	<b><u>155,168</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN94A974716</u></b>
<b><u>2004</u></b>	<b><u>471</u></b>	<b><u>International</u></b>	<b><u>147,741</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN24A974718</u></b>
<b><u>2004</u></b>	<b><u>472</u></b>	<b><u>International</u></b>	<b><u>168,553</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN44A974719</u></b>
<b><u>2004</u></b>	<b><u>473</u></b>	<b><u>International</u></b>	<b><u>159,865</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN04A974720</u></b>
<b><u>2004</u></b>	<b><u>475</u></b>	<b><u>International</u></b>	<b><u>180,248</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN44A974722</u></b>

<b><u>2004</u></b>	<b><u>476</u></b>	<b><u>International</u></b>	<b><u>165,764</u></b>	<b><u>Regular</u></b>	<b><u>4DRBRAAN64A974723</u></b>
<b><u>2005</u></b>	<b><u>477</u></b>	<b><u>International</u></b>	<b><u>153,837</u></b>	<b><u>Regular</u></b>	<b><u>4DRBUAAN65A976858</u></b>
<b><u>2006</u></b>	<b><u>566</u></b>	<b><u>International</u></b>	<b><u>187,384</u></b>	<b><u>Transit</u></b>	<b><u>4DRBVAAR86A183563</u></b>
<b><u>2006</u></b>	<b><u>569</u></b>	<b><u>International</u></b>	<b><u>186,311</u></b>	<b><u>Transit</u></b>	<b><u>4DRBVAAR36A183566</u></b>
<b><u>2007</u></b>	<b><u>656</u></b>	<b><u>International</u></b>	<b><u>186,323</u></b>	<b><u>Transit</u></b>	<b><u>4DRBVAAR77A355678</u></b>
<b><u>2007</u></b>	<b><u>659</u></b>	<b><u>International</u></b>	<b><u>211,517</u></b>	<b><u>Transit</u></b>	<b><u>4DRBVAAR77A355681</u></b>
<b><u>2008</u></b>	<b><u>760</u></b>	<b><u>International</u></b>	<b><u>191,359</u></b>	<b><u>Transit</u></b>	<b><u>4DRBVAAR28A520330</u></b>

**STAFF CONTACT:** Marcus Dobbs, Transportation Division

**POLICY REFERENCE:** KRS 45A.425

**RECOMMENDATION:** A motion is in order to: “Approve the declaration of surplus for the listed vehicles, and authorize disposal pursuant to the reference.”

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

**MEETING: Planning**

**DATE: 06/11/2018**

**TOPIC: Post Approval Agenda Placeholder**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 06/25/2018      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**

**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](http://www.fcps.net)

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

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

**MEETING: Regular**

**DATE: 06/25/2018**

**TOPIC: Special and Other Leaves of Absence**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 06/25/2018  
Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion: N/A**

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

**Policy: 03.123/03.223**

**Fiscal Impact: N/A**

**Attachments(s): Special and Other Leaves of Absence for June 25, 2018 Board Agenda**

**RES FROM LOA: 3 (1 CERT AND 2 CLASS)**

**RETURN FROM LOA: 10 (4 CERT AND 6 CLAS)**

**LOA: 16 (8 CERT AND 8 CLASS)**

**DAYS W/O PAY: 3 ( 1 CERT AND 2 CLAS)**

**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](http://www.fcps.net)

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



## SPECIAL AND OTHER LEAVE OF ABSENCE

### 1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

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

Name	Location	Assignment	Effective Date	
BRUIN	CASIE	LEESTOWN MIDDLE	EXCEPTIONAL CHILD INSTRUCTOR	4/03/2018
BRUIN	CASIE	LEESTOWN MIDDLE	EXCEPTIONAL CHILD INSTRUCTOR	5/07/2018
BURNS	WHITNEY	HENRY CLAY HIGH SCHOOL	EXC CHILD FUNCTIONAL MENTAL	4/24/2018
		EDYTHE J HAYES MIDDLE		
CHURCH	KRISTEN	SCHOOL	ACHIEVEMENT & COMPLIANCE COACH	4/29/2018
FRIIS	ERICA	TATES CREEK MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	4/24/2018
MULLINS	DIANA	TATES CREEK HIGH	HS SCIENCE INSTRUCTOR	2/16/2018
PICKERING	SARA	BRECKINRIDGE ELEMENTARY	GUIDANCE SPECIALIST-COUNSELOR	4/16/2018
WOOLUMS	KATHARINE	LANSDOWNE ELEMENTARY	ELEM PRIMARY INSTRUCTOR	5/07/2018

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

Name	Location	Assignment	Effective Date	
BRUIN	CASIE	LEESTOWN MIDDLE	EXCEPTIONAL CHILD INSTRUCTOR	5/07/2018
MULLINS	DIANA	TATES CREEK HIGH	HS SCIENCE INSTRUCTOR	4/20/2018
PICKERING	SARA	BRECKINRIDGE ELEMENTARY	GUIDANCE SPECIALIST-COUNSELOR	4/27/2018
WILMHOF	AMANDA	MORTON MIDDLE	MID ART INSTRUCTOR	4/30/2018

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

Name	Location	Assignment	Effective Date	
BURNS	WHITNEY	HENRY CLAY HS	EXC CHILD FUNCTIONAL MENTAL	6/30/2018

## 2. HOURLY CLASSIFIED PERSONNEL

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

Name	Location	Assignment	Effective Date
ANTONE	GARY	PHYSICAL PLANT OPERATIONS	4/30/2018
DUGGER	SARAH	NORTHERN ELEMENTARY	5/17/2018
LEWIS	KARA	SOUTHERN MIDDLE	5/03/2018
MORRIS	ASHLEY	GARRETT MORGAN ELEMENTARY	4/19/2018
		TATES CREEK MIDDLE FOOD	
PENNINGTON	DEBORAH	SERV	4/30/2018
PERKINS	BILLY	GARRETT MORGAN ELEMENTARY	5/01/2018
SISCO	KURT	BUS GARAGE	2/05/2018
WILLIAMS	TARA	BUS GARAGE	4/27/2018

- 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
BUCHANAN	LATISHA	LEESTOWN MIDDLE FOOD SERV	4/19/2018
FISHER	SALLY	VETERANS PARK ELEM FOOD SERV	5/01/2018
		ATTENDANCE SPECIALIST -	
LEWIS	KARA	SOUTHERN MIDDLE	5/08/2018
MORRIS	ASHLEY	GARRETT MORGAN ELEMENTARY	5/14/2018
PERKINS	BILLY	GARRETT MORGAN ELEMENTARY	5/22/2018
SISCO	KURT	BUS GARAGE	5/01/2018

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

Name	Location	Assignment	Effective Date
REDMON- SCUTCHFIELD	MEGAN	CLAYS MILL ELEMENTARY	6/30/2018
TUNEY	WILLIAM	BUS GARAGE	4/09/2018

3. REQUEST FOR DAYS WITHOUT PAY

Name		Location	Assignment	Effective Dates
CHAMPE	TERESA	PAUL LAURENCE DUNBAR HS	HS MATH INSTRUCTOR	5/24/18,5/25/18,5/29/18
PURCELL	STEFANI	FREDERICK DOUGLASS FOOD SERVICE	FOOD SERVICE ASST II	6/04/18,6/05/18,6/06/18
WHITAKER	GREGORY	BUS GARAGE	BUS DRIVER	8/15/18-9/07/18

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

**MEETING: Regular**

**DATE: 6/25/2018**

**TOPIC: Request for Shortened School Day – Special Education**

**PREPARED BY: Amanda Dennis, Director of Special Education**

**Recommended Action on: 6/25/2018**

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

**Superintendent Prior Approval: Yes**

**Recommendation/Motion: “approve the request for a shortened school day for 3 students listed on records maintained by the Director of Special Education.”**

**Background/Rationale: A shortened school day and/or week is being requested for 3 students with disabilities. This request represents the recommendation of an Admission and Release Committee (ARC) for the students based on data from the current Individual Education Program and a physician’s recommendation. A plan has been developed to address students’ return to a full school day. The ARC will continue to address this possibility with input from the physician.**

**Policy: Procedures for Exceptional Children, Chapter 8, Placement Decisions, Section 1; 707 KAR 1:350, KRS 158.060 (3)**

**Fiscal Impact: None**

**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](http://www.fcps.net)

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

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

**MEETING:** Regular

**DATE:** June 25, 2018

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

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

**Recommended Action on:** 6/25/2018  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the proposed additive Change Order No. One to the contract with Griggs Enterprises for the construction of the New Elementary School at Athens-Boonesboro Road, in the amount of \$58,598.34 (Fifty-eight Thousand, Five Hundred Ninety-eight Dollars and Thirty-four Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$2,245.67 (Two Thousand, Two Hundred Forty-five Dollars and Sixty-seven Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

**Background/Rationale:** The construction of the new elementary school to be located on Athens-Boonesboro Road is listed as priority 2a.1 on FCPS's 2013 District Facility Plan. EOP Architects produced final Construction Documents for bidding describing the construction of a new building totaling approximately 80,948 SF to serve 750 students, based upon FCPS elementary school program standards. Bids were received on February 14, 2018 and construction began in April 2018. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

**To improve original plans and specs:**

- Provide labor, materials and equipment to provide (1) additional lane to access drive; add:
- Provide labor, materials and equipment to provide multi-mode fiber optic cable in lieu of single-mode fiber optic cable; add:

**To correct deficient plans and specs:**

- Provide labor, materials and equipment to provide changes to kitchen sanitary plumbing; add:
- Provide labor, materials and equipment to switch the Sewage Pump Station from 230 voltage to 460 voltage; add:

Change to DPOs	Change to GC Contract	5.05% A/E FEE
	\$2,704.80	\$136.59
	\$2,116.00	\$106.86
	\$12,605.15	\$0
	\$1,524.39	\$0

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

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

Superintendent Emmanuel Caulk

**To resolve unforeseen conflict:**

- Provide labor, materials and equipment to remove unsuitable soils in loading dock area; add:

**Total Change Order No. One:**

	\$39,648.00	\$2,002.22
	<b>\$58,598.34</b>	
<b>Design consultant fees:</b>		<b>\$2,245.67</b>
<b>Total Cost:</b>	<b>\$60,844.01</b>	

A 5% contingency (\$893,393) is included in the project's available funds. There have been no previous change orders on this project. The cost of the current and all changes orders represents a 0.33% change in the construction cost.

**Policy:** 702 KAR 4:160

**Fiscal Impact:**

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0003610	17185	0840	\$893,029

**Attachments(s):** None

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the proposed additive Change Order No. One to the contract with Griggs Enterprises for the construction of the New Elementary School at Athens-Boonesboro Road, in the amount of \$58,598.34 (Fifty-eight Thousand, Five Hundred Ninety-eight Dollars and Thirty-four Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$2,245.67 (Two Thousand, Two Hundred Forty-five Dollars and Sixty-seven 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:** June 25, 2018

**TOPIC:** Approval of the BG-1 Project Application and Design Consultant for the Construction of a New Parking Lot at the Liberty Road Bus Garage BG# 18-378

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

**Recommended Action on:** 6/25/2018  
Action Item for Vote (REGULAR MEETING)

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve a BG-1 Project Application for the Construction of a New Parking Lot at Liberty Road Bus Garage in the amount of \$358,680 (Three Hundred Fifty-eight Thousand, Six Hundred Eighty Dollars) and approve Abbie Jones Consulting as the engineer/design consultant, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

**Background/Rationale:** The number of FCPS Transportation personnel based at the Liberty Road Bus Facility has grown to such a number that there are not enough personal vehicle parking spaces on the property for all of those bus drivers and monitors to park. The overflow parking has ended up on neighboring streets on the opposite side of Liberty Road. In addition to the neighbor complaints this produces a safety issue for those FCPS employees crossing Liberty Road (planning is now underway for improvements and widening). A new parking area is to be constructed to provide (100) new parking spaces. The project will also include some re-surfacing of an existing bus parking area and some storm drainage construction to comply with LFUCG requirements. Abbie Jones Consulting has experience with LFUCG on numerous civil engineering projects with in Fayette County, was determined to be highly qualified to be the design consultant for this project, and is a certified woman-owned business enterprise (WBE). The project design work is nearly complete, with an advertisement and bid receipt to be scheduled for first possible opportunity. The work will be planned to produce the minimum conflict with FCPS Transportation operations and the improvements to Liberty Road. At this time, the Board's approval is requested to allow this project to move forward and to obligate funds from this year's budget. A preliminary cost estimate for the work as required by KDE to initiate a BG-1 Project Application is described below.

	<b>Initial BG-1 Project Application Budget</b>
Total Construction Cost:	\$286,612
Architect/Engineer Fee:	\$24,076
Contingencies:	\$42,992
Surveys, Printing, Etc.:	\$5,000
<b>Total Estimated Cost:</b>	<b>\$358,680</b>

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

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

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

**Fiscal Impact:**

<u>Fund</u>	<u>Org. Code</u>	<u>Object</u>	<u>Project</u>	<u>Amount</u>
General Fund	9201407	0450	DEPT	\$338,002.95
General Fund	9201407	0349	DEPT	\$20,677.05

**Attachments(s):** None

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved a BG-1 Project Application for the Construction of a New Parking Lot at Liberty Road Bus Garage in the amount of \$358,680 (Three Hundred Fifty-eight Thousand, Six Hundred Eighty Dollars) and approve Abbie Jones Consulting as the engineer/design consultant, 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: 5/31/2018**

**TOPIC: FCPS Code of Conduct**

**PREPARED BY: Deedeh Massey**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: Approval of FCPS Code of Conduct Updates Code of Conduct Review Team met and have several recommended updates—updates vary**

**Background/Rationale: N/A**

**Policy: 09.42**

**Fiscal Impact: N/A**

**Attachments(s): N/A**

**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](http://www.fcps.net)

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

### Code of Conduct Review Section

Section:	Change Made:
PG 12- 3.05 (3 <sup>rd</sup> Bullet)	<ul style="list-style-type: none"> <li>To be free from <b>bullying, harassment, or abuse (of a verbal, physical, or sexual nature)</b> <del>verbal, physical, or sexual abuse</del>, or threat of such <b>bullying, harassment, or abuse</b> <del>abuse</del>, by other students, Fayette County Public Schools employees, <b>school volunteers, or school visitors.</b> <del>or Fayette County Public Schools employees.</del></li> </ul>
PG 30- Bus Disturbance	Students removed from the bus in this manner may be transported by another <b>FCPS</b> bus to the transportation terminal.
PG 36- Alcohol, Drugs, Synthetic Drugs, and Intoxicating Substance- First Offense	<p><b><u>Possession (personal), use, or under the influence:</u></b></p> <ul style="list-style-type: none"> <li><b>First Offense:</b> A first offense for possession <b>(personal)</b>, use, or being under the influence of drugs, alcohol or an intoxicating substance shall result in a suspension <b>up to of 10 (ten) days, which may be Five (5) days of this suspension shall be postponed and not enforced for the remainder of the school year, if the family, at its own expense:</b> <ul style="list-style-type: none"> <li>Seeks or consents to referral for evaluation/<b>assessment</b> of the student's alcohol or drug usage from a <b>licensed or</b> qualified chemical/<b>mental health use dependency</b> counselor acceptable to the school district, and the student <b>completes</b> <del>or shows</del> a good faith effort to complete any and all treatment as recommended in the evaluation/<b>assessment</b>. Written confirmation by the provider of the completed evaluation/<b>assessment</b> or evaluation/<b>assessment</b> appointment is required when returning to school; <b>and</b></li> <li>Agrees to meet other specified conditions as required by the school after the evaluation. Failure to complete the conditions shall result in the reinstatement of the postponed <b>5 (five) days days</b> of suspension. Any recommended evaluation shall be completed within 15 school days of the first day of suspension. The days a student is in treatment for chemical <b>use dependency</b> at recognized facilities shall be excused absences.</li> </ul> </li> </ul>
PG 37- Alcohol, Drugs, Synthetic Drugs, and Intoxicating Substance- Second Offense	<ul style="list-style-type: none"> <li><b>Second Offense:</b> A second offense for possession, <b>(personal)</b> use, or being under</li> </ul>

	<p>the influence of drugs, alcohol, or an intoxicating substance shall result in a <b>minimum of 3 (three) days</b> suspension, <b>but not to exceed</b> <del>of 10 (ten) days of suspension.</del> <b>Five (5) days</b> Any days beyond the 3 (three) days minimum suspension, <del>of this suspension shall</del> <b>may</b> be postponed and not enforced for the remainder of the school year, provided the family demonstrates a good faith effort to comply with the option allowed for a first offense and, the family, at its own expense:</p> <ul style="list-style-type: none"> <li>○ Seeks or consents to referral for evaluation/<b>assessment</b> of the student's alcohol or drug use from a qualified chemical <b>use/mental health dependency</b> counselor acceptable to the school district, and completes or shows a good faith effort to complete any and all treatment as recommended in the evaluation/<b>assessment</b>; <b>and</b></li> <li>○ Presents written confirmation by the provider of the evaluation/<b>assessment</b> or the evaluation/<b>assessment</b> appointment when returning to school; <b>and</b></li> <li>○ Agrees to meet other specified conditions as required by the school after the evaluation/<b>assessment</b>. Failure to complete the conditions shall result in the reinstatement of the postponed <b>days 5 (five) days</b> of suspension.</li> </ul>
PG 37- Alcohol, Drugs, Synthetic Drugs, and Intoxicating Substance- Third Offense	<ul style="list-style-type: none"> <li>• <b>Third Offense:</b> A third offense for possession, use, or being under the influence of drugs, alcohol, or an intoxicating substance within <b>consecutive school years 3 (three) years</b> shall result in an immediate suspension of 10 (ten) days and a referral for expulsion to the superintendent from the principal. In addition, the family, at its expense, should: <ul style="list-style-type: none"> <li>○ Seek or consent to referral for evaluation/<b>assessment</b> of the student's alcohol or drug use from a qualified chemical <b>use/mental health dependency</b> counselor acceptable to the school district, and completes or shows a good faith effort to complete any and all treatment as recommended in the evaluation/<b>assessment</b>; <b>and</b></li> <li>○ Present written confirmation by the provider of the evaluation/<b>assessment</b> or the evaluation/<b>assessment</b> appointment when returning to school; <b>and</b></li> <li>○ Agree to meet other specified conditions as required by the school following the evaluation/<b>assessment</b>.</li> </ul> </li> </ul>

PG 41- 5.01 Definitions and Examples	Staff and administrators <b>should</b> <del>are encouraged</del> <del>to</del> implement supportive responses or low level consequences whenever possible before considering actions that would remove a student from the instructional setting.

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Job Description**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval:**

**Recommendation/Motion: A motion is in order to approve the revised job description of Program Director for the SUCCESS Academy (Dropout Prevention and Re-Engagement Academy).**

**Background/Rationale: This is a revised job description for the Program Director to oversee the Dropout Prevention and Re-Engagement Academy titled the SUUCCESS Academy.**

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

**Fiscal Impact: Approx. \$80,000**

**Attachments(s): Job Description**

**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](http://www.fcps.net)

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

## PROGRAM DIRECTOR for the SUCCESS Academy

**TITLE:** Program Director for the **SUCCESS Academy** (Dropout Prevention and Re-Engagement Academy)

**REPORTS TO:** Director of Student Support Services or Designee

**SUPERVISES:** Personnel Assigned

**JOB FUNCTION:** Ensure students served by the **SUCCESS Academy (Dropout Prevention and Re-Engagement Academy)** graduate prepared for college and careers, engaged fully in their communities and ready to excel in a global society. The Program Director serves as educational leader, supervisor, appraiser and interpreter of the educational program in the school assigned; is responsible for delegating responsibilities as need to personnel and is responsible for the safety and welfare of those assigned to the school.

**MEASURES OF SUCCESS:**

- Increase the graduation rate and successful transition to college or workforce for the Overage and Under Credited (OA/UC) Youth annually. Benchmark established the 2018-19 school year.
- Increase student preparedness to transition into the workforce through gaining industry certifications.
- Increase attendance rate of students served annually as determined by ADA/ADM, Benchmark established the 2018-2019 school year.

**PERFORMANCE DUTIES AND RESPONSIBILITIES:**

- Plans, administers, and supervises the educational program and professional learning
- Provides leadership in establishing and attaining established student goals and outcomes
- Ensure graduation and successful transition to college or workforce
- Coordinate effective blended learning environment
- Ensure the ILPA is complete for each student
- Foster healthy community partnerships to meet the need of students and families being served.
- Schedules teachers and room facilities
- Directs and assists in preparation of individual pupil schedules.
- Initiates and requisitions, allocates and supervises care of material resources for instructional program.
- Coordinates various elements of the Program's enterprise, including responsibility for financial records, budget and expenditures.
- Provides leadership in the development of school policies, master schedules, daily programs, master calendars and pupil and teacher handbooks.

---

**PROGRAM DIRECTOR for the SUCCESS Academy**

---

- Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at the novice level of proficiency
- Communicates openly and frequently with staff members
- Responsible for screening and recommending staff members
- Supervises all certified and classified personnel assigned to the school. Assumes the responsibility for completion of all staff evaluations within the building.
- Assumes responsibility for school correspondence, general correspondence, and notice for general distribution to the school community, etc.
- Directs and assists in preparing all reports required by the school district.
- Assumes responsibility for maintaining student/teacher performance data required to evaluate the success of the school
- Enforces the observation of all applicable board policies, school policies, rules and safety regulations.
- Supervises the student-teacher and internship programs
- Promotes the care of the buildings and grounds and assigns staff accordingly
- Supervises completion and filing of all student records.
- Assumes the responsibility for maintaining student discipline in the school
- Serves as the link between school and home.
- Participates in establishing and maintaining community relations including the use of the school facility
- Directs and assists in the classification and promotion of pupils.
- Cooperates with student groups in defining and achieving the overall objectives and effectiveness of the total school program.
- Coordinates and supervises extracurricular and co-curricular programs/activities.
- Assigns duties to the staff
- Assumes the responsibility for administration of all student discipline in the school.
- Cooperates as a consultant and advisor to the central administrative staff and supervisory personnel.
- Establish procedure for maintaining a complete inventory of all equipment and supplies in the building
- Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at the novice level of proficiency.
- Maintains regular attendance
- Performs other duties as assigned.

**EDUCATION AND EXPERIENCE:**

- Master's degree in Education
- Kentucky Principal Certification
- 5 years of successful teaching experience and/or counseling experience
- 3 year of successful administrative and/or leadership experience (preferred)
- Experience as teacher or administrator serving urban youth (preferred)

## PROGRAM DIRECTOR for the SUCCESS Academy

**LICENSES AND OTHER REQUIREMENTS:**

- Valid Kentucky Teaching Certification
- Valid Kentucky Certification as Principal
- Exhibit knowledge of Kentucky assessments
- Possess leadership ability
- Experience working with students with varied learning style.
- Provide evident of ability to motivate and work cooperatively with diverse populations
- Ability to budget
- Use time efficiently
- Prior experience of effective management of human, physical and fiscal resources
- Ability to plan effectively

*Original Date:*      Sept 2017

*Revision Date:*      \_\_\_\_\_



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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Job Description**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval:**

**Recommendation/Motion: A motion is in order to approve the job description of Agriscience Co-Op Facilitator.**

**Background/Rationale: This is a new job description (restructure of previous classified salaried position) for the AgriScience Co-Op Facilitator which supports the implementation of the district wide AgriScience Plan through community involvement, partnerships as well as oversees the internship and new apprenticeship programs .**

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

**Fiscal Impact: N/A**

**Attachments(s): Job Description**

**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](http://www.fcps.net)

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

---

**AGRISCIENCE CO-OP FACILITATOR**

---

**TITLE:** AgriScience Co-Op Facilitator

**REPORTS TO:** Principal

**SUPERVISES:** N/A

**JOB FUNCTION:** The AgriScience Co-Op Facilitator will be responsible for supporting the District Wide AgriScience Plan as described in the Mission statement for Locust Trace AgriScience Center.

---

**MEASURES OF SUCCESS:**

- Increase community awareness of district proposals and programs
- Promote community input for improving Center pathways and programs
- Increase partnerships with Agriculture business and industry
- Increase the number of students placed in job shadowing opportunities, internships, co-ops and apprenticeships.

---

**DUTIES AND RESPONSIBILITIES:**

---

- Supports the implementation of the District's plan for community involvements and public engagement.
- Provides annual reviews and updates for the implementation of the District's plan for community involvements and public engagement.
- Identifies and develops new business, industry and educational partnerships for implementation of co-op, internship and new apprenticeship programs.
- Oversees job-shadowing opportunities and placement for all LTAC students.
- Supervises placement of interns, Ambassadors and apprentices with community partners.
- Develops and implements weekly lesson plans for all students participating in co-op, internships, the Ambassador Program and apprenticeships.
- Develops assessments (formative and summative) along with rubrics to evaluate and grade students in co-op, internships, the Ambassador Program and apprenticeships.
- Provides weekly instruction to all students participating in co-op, internships, the Ambassador Program and apprenticeships.

---

**AGRISCIENCE CO-OP FACILITATOR**

---

- In conjunction with the site partners/supervisors, evaluates and grades students in co-op, internships, the Ambassador Program and apprenticeships.
- Develops and implements a method to collect placement feedback from students, parents, and community partners.
- Conducts an annual evaluation of the placement programs.
- Identifies community-based resources for potential partnerships to facilitate coordination of AgriScience with public school staff by surveying predetermined elementary, middle and high schools to determine strengths and weaknesses of agricultural curriculum and experiences through the district.
- Develops an annual Public Relations campaign that utilizes a variety of media sources and community partners including but not limited to television, newspapers, radio, transportation services, libraries, faith-based organizations, community service organizations, businesses, universities, etc., to increase community (education, business, and industry partners) awareness of the importance of Agriculture as well as the current programs available in our district. Performs an annual evaluation of the public relations campaign.
- Develops a directory of methods (strategies, activities, programs) for partnerships with shared stakeholders throughout the district.
- Develops and implements workshops, seminars and forums for students to present/exhibit/showcase their mastery of learning.
- Plans and conducts an annual Agriculture community awareness educational opportunity for students, parents, schools and other community partners.
- Provides education related to school AgriScience curriculum to students, parents, schools and other community partners.
- Researches and writes related grants to support the program.
- Works with all schools in the district to develop, maintain and harvest produce from community gardens on the respective school campuses. Works with a minimum of one elementary, one middle and one high school annually.
- Provides support to schools who need assistance with agricultural projects.
- Works with the PTA/PTO at the elementary, middle and high schools throughout the district in providing workshops and seminars on such topics as sustainability, agriculture awareness, energy/water conservation, green technology, environmental impact and awareness, etc.
- Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at the novice level of proficiency.
- Performs other duties as assigned.
- Maintains regular attendance.

---

**AGRISCIENCE CO-OP FACILITATOR**

---

**KNOWLEDGE AND ABILITIES:**

---

**KNOWLEDGE OF:**

- Principles and procedures associated with AgriScience.
- Knowledgeable or able to locate information on grant opportunities through local, state and federal departments.
- Modern agricultural management methods and techniques.
- District department-school site relations.
- Encourage involvement in the educational process.
- Preference to individuals with experience in writing and obtaining grants.
- Preference to individuals who understand and have interest in green technologies.
- Preference to individuals with experience supervising students in urban areas.
- Preference to individuals with an established base of community contacts.

**ABILITY TO:**

- Communicate with others and build positive, trusting and effective interpersonal relationships.
- Make recommendations and decisions and be responsible for those decisions.
- Perceive organizational implications of recommendations made by senior management staff.
- Appropriately instruct and advise students in assigned placements.
- Mediate between site supervisors and LTAC students.
- Communicate effectively both orally and written.
- Research and write grants to support the program.
- Preference given to those who can drive a truck and trailer.
- Preference given to those who have companion animal, specialty animal, livestock and equine experience.

**PHYSICAL DEMANDS:**

---

- Perform work while standing, sitting and/or walking.
- Requires the ability to communicate effectively using speech, vision and hearing.
- Requires the use of hands for simple grasping and fine manipulations.
- Requires bending, squatting, crawling, climbing, reaching.
- Requires the ability to lift, carry, push or pull weights up to 50 pounds.

AGRISCIENCE CO-OP FACILITATOR

---

**EDUCATION AND EXPERIENCE:**

---

- Bachelor's degree in Agriculture and/or related fields. Related experience (preferred).
- CTE certification (required), Certificate in Agriculture Education (preferred)

**LICENSES AND OTHER REQUIREMENTS:**

---

- None

<i>Original</i>	<i>June 2018</i>
<i>Date:</i>	_____
<i>Revision</i>	
<i>Date:</i>	_____

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Job Description**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval:**

**Recommendation/Motion: A motion is in order to approve the revised job description of Vehicle Maintenance Supervisor.**

**Background/Rationale: This is an update of an existing position to add the measures of success and world language components to the job description.**

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

**Fiscal Impact: N/A**

**Attachments(s): Job Description**

**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](http://www.fcps.net)

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

**VEHICLE MAINTENANCE SUPERVISOR**

---

Job Class Code: 7912

**TITLE:** Vehicle Maintenance Supervisor  
Grade 19

**REPORTS TO:** Director of Transportation

**SUPERVISES:** N/A

**JOB FUNCTION:** Coordinate, supervise and participate in the repair and servicing of school buses, trucks and other gas and diesel-powered automotive equipment.

**MEASURES OF SUCCESS:**

- One hundred percent of vehicle inspections (A, B, C, D, or combination of such) are completed monthly as measured by fleet maintenance software.
- Ninety-five percent of vehicle work orders as reported by drivers are assigned to mechanics for completion within three business days as measured by fleet maintenance software.
- Ninety percent of vehicle work orders assigned to mechanics are closed within three business days as measured by fleet maintenance software.

**DUTIES AND RESPONSIBILITIES:**

---

- Supervise and coordinate activities of assigned personnel.
- Assign, supervise and participate in major and minor mechanical repairs on buses and other light motorized equipment; diagnose diesel internal combustion engine maintenance problems.
- Diagnose, supervise and participate in skilled and semi-skilled repairs of mechanical defects in buses, automobiles, trucks and other gas and diesel-powered automotive equipment.
- Determine priority of work orders and their assignment to personnel; plan, organize and schedule work flow of employees as assigned; advise and assist assigned personnel; assure timely completion of work.

**VEHICLE MAINTENANCE SUPERVISOR**

---

- Maintain records and reports as necessary.
- Conduct in-service training programs for employees with equipment suppliers for new techniques in mechanical repairs.
- Assist in the selection of new employees; train, supervise and evaluate assigned employees; recommend disciplinary action or promotion as appropriate; review completed work and provide feedback as necessary.
- Initiate requisition for materials and equipment; authorize purchases from local vendors; maintain adequate inventory of parts, equipment and supplies used in repairing and servicing motorized vehicles.
- Monitor tools, tool room equipment, maintenance and safety practices.
- Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at a novice level of proficiency.

**DUTIES AND RESPONSIBILITIES (CONT.)**

- Establish and implement prudent shop safety policies and procedures.
- Perform other duties as assigned.
- Maintain regular attendance.

**KNOWLEDGE AND ABILITIES:**

---

**KNOWLEDGE OF:**

- Tools, equipment and procedures used in the general overhaul, repairs and maintenance of automotive equipment.
- Principles of internal combustion engines.
- Basic technologies involved in electrical, hydraulics and fuel systems.
- Record-keeping techniques.
- Complete bus, truck and automotive vehicle maintenance operation
- Health and safety regulations.
- Technical aspects of field of specialty.
- Interpersonal skills using tact, patience and courtesy.
- Applicable sections of Kentucky Administrative Regulations and other applicable laws.



**VEHICLE MAINTENANCE SUPERVISOR**

---

- Gasoline and diesel engines.
- Principles and practices of supervision and training.
- Policies and objectives of assigned program and activities.
- Proper methods of storing equipment, materials and supplies.
- Operate and use of hand and power tools and equipment.
- Basic math.

**ABILITY TO:**

- Coordinate, supervise and participate in the repair and servicing of school buses, trucks and other automotive equipment.
- Diagnose malfunctions of and make mechanical repairs to a variety of vehicle equipment.
- Operate equipment used in repairing or servicing motorized equipment.
- Coordinate activities with other maintenance sections.
- Supervise, train and evaluate others.
- Evaluate quality of work performed by subordinates.
- Set priorities, schedule and assign work.
- Make arithmetic calculations quickly and accurately.
- Work independently with little direction.

**KNOWLEDGE AND ABILITIES (CONT.):**

**ABILITY TO:**

- Establish and maintain cooperative and effective working relationships with others.
- Meet schedules and time lines.
- Maintain records and prepare reports.
- Communicate effectively both orally and in writing.

**PHYSICAL DEMANDS:**

---

- Work is performed while standing, sitting and/or walking.
- Requires the ability to communicate effectively using speech, vision and hearing.
- Requires the use of hands for simple grasping and fine manipulations.
- Requires bending, squatting, crawling, climbing, reaching.
- Requires the ability to lift, carry, push or pull medium weights, up to 50 pounds
- Requires activities involving being around moving machinery, exposure to marked changes in temperature and humidity, and exposure to dust, fumes and gases.

**VEHICLE MAINTENANCE SUPERVISOR**

---

**EDUCATION AND EXPERIENCE:**

---

- High school diploma, G.E.D. Certificate or demonstrated progress toward obtaining a G.E.D. as required by Kentucky law and four years experience in the repair and maintenance of light and heavy automotive and power-driven equipment.

**LICENSES AND OTHER REQUIREMENTS:**

---

- Valid Kentucky Commercial Class B driver's license; must have, or be able to obtain within six months, a Commercial Drivers License (CDL) with school bus endorsement.

*Original Date: 01/1999*

*Revision Date: 07/2011*

*Revision Date: 07/2012*

*Revision Date: 06/2018*

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Job Description**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval:**

**Recommendation/Motion: A motion is in order to approve the job description of Program Director for Alternative Support Programs.**

**Background/Rationale: This is a new job description for the Program Director to oversee the Alternative Support Programs which will include Family Care, Home Hospital and KECSAC programs.**

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

**Fiscal Impact: N/A**

**Attachments(s): Job Description**

**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](http://www.fcps.net)

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

## PROGRAM DIRECTOR OF ALTERNATIVE SUPPORT PROGRAMS

---

**TITLE:** PROGRAM DIRECTOR OF ALTERNATIVE SUPPORT PROGRAMS

**REPORTS TO:** CHIEF OF HIGH SCHOOLS or DESIGNEE

**SUPERVISES:** ASSIGNED STAFF

**JOB FUNCTION:** The Program Director of Alternative Support Programs serves as a critical agent in providing leadership, expertise, and support for the prioritization, planning, implementation, monitoring, and evaluation of effective Alternative Support Programs. The Program Director is directly responsible for leveraging high quality teaching and learning for our students.

### MEASURES OF SUCCESS:

- Increase in student achievement and growth:
  - State Academic Standard expectations
  - District based assessments
  - Curriculum benchmark assessments
- Closing achievement and opportunity gaps
- Improve learning, culture, and environment
- Increase student, family, and community engagement
- Increase the high school graduation rate and ensure every child graduates college and career-ready

### PERFORMANCE RESPONSIBILITIES:

1. Primary responsibility is to oversee and supervise teachers, including providing professional learning needed to meet the needs of all students.
2. Fosters meaningful relationships with families and community partners to provide holistic support for students within and across schools, respond to opportunities and challenges presented by a diverse community, and create a strong support structure to ensure all students are achieving.
3. Manages team administration and operations in adherence to district policy, state law, and in the best interests of all students. This includes making sure that all team members are held accountable for meeting clear expectations.
4. Works collaboratively with district and school leaders to create a seamless PreK-12 learning community. Create a climate of professional collaboration and sharing of best practices by establishing structures that foster shared learning, information and resource exchange across schools, zones, and within the portfolio.
5. Partners with district and school leaders to evaluate existing programs, services and practices to expand those that are most effective and reduce or eliminate those that are less effective. Utilize resources (professional development tools, coaching resources, vetted materials and vendors,

## PROGRAM DIRECTOR OF ALTERNATIVE SUPPORT PROGRAMS

---

etc.) to provide appropriate professional learning and supports for teachers.

6. Demonstrates a high level of moral imperative to work in the best interest of children.
7. Demonstrates of high levels of integrity, honesty, credibility, and courage to make difficult yet necessary decisions
8. Attends and participate in meetings, including District Leadership Meeting and Cadre meetings.
9. Responds to questions and issues related to Alternative Support Programs and assists with implementation of the Alternative Support Programs
10. Provides supervision and evaluation of At-Risk staff, which includes Family Care Center, Homebound and Hospital/Agency programs, and Kentucky Educational Collaborative for State Agency Children (KECSAC) programs.
11. Visits schools regularly to provide consultation and technical assistance
12. Works with families, individuals, and community groups to promote understanding, advocacy, and leadership in the area of alternative support programming
13. Works collaboratively with school staff, coordinators, resource teachers, and other specialists to provide support to schools regarding the implementation of effective instructional strategies
14. Disseminates information on current trends and research in the area of early intervention and effective instructional strategies
15. Prepares, monitors, amends to all record-keeping, correspondence, requests, meetings, and special requests related to this area
16. Plans and conducts in-service session targeting strategies/methods for working with At-Risk students
17. Maintains active involvement in local, state, and national professional organizations related to At-Risk programs
18. Assists schools with efforts to increase parent involvement and cooperation
19. Consults with subject area coordinators to provide an integrated approach to curriculum objectives which focus on At-Risk youth
20. Maintains research data, resources, articles, and books concerning alternative support strategies, techniques and program designs
21. Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at the novice level of proficiency.
22. Maintains regular attendance
23. Performs other duties as assigned

### QUALIFICATIONS AND KEY COMPETENCIES:

1. Is an instructional leader with deep knowledge of literacy and numeracy, as well as experience designing and implementing successful instructional strategies for English Language Learners, students with special education needs, students identified as gifted and/or talented, and students who are reaching for proficiency.
2. Demonstrates a sense of urgency around closing the opportunity and achievement gaps, can lead instructional improvements, and takes targeted action to ensure success.
3. Has expertise in building an effective team, coaching, and ensuring professional growth for all

## PROGRAM DIRECTOR OF ALTERNATIVE SUPPORT PROGRAMS

---

- teachers.
4. Articulates a vision, sets high standards, and effectively guides schools to commit to high expectations for all students by setting actionable, measurable goals and seeing them through to completion.
  5. Is a strong communicator; speaking, listening and writing.
  6. Understands how to use multiple sources of data to inform daily decisions to improve instructional practice and instills this practice in others.
  7. Pursues and implements innovative ideas and methods; remains committed to seeking out and sharing current research and evidence-based best practices.
  8. Is knowledgeable of operations, management and organizational design and uses this knowledge to ensure improved student outcomes.
  9. Builds collaborative relationships with a wide variety of constituent groups, including external partnerships, to ensure the entire system operates in the most effective manner possible to support school and principal needs.
  10. Is astute, keenly aware of the interests and motivations of others, and acts with integrity in a politically-charged environment.
  11. Demonstrates an unyielding commitment to continuous improvement and an unwavering belief that all students can achieve at high levels.

### PHYSICAL DEMANDS:

- Work is performed while standing, sitting and/or walking
- Requires the ability to communicate effectively using speech, vision and hearing
- Requires the use of hands for simple grasping and fine manipulations
- Requires bending, squatting, crawling, climbing, reaching
- Requires the ability to lift, carry, push or pull light weights

### EDUCATION AND EXPERIENCE:

- 4 year degree from accredited college or university; Master's degree in Education.
- Experience managing within a complex educational organization is essential, as well as experience teaching urban youth and/or coaching, teaching, and mentoring educators for a minimum of five years.

### LICENSES AND OTHER REQUIREMENTS:

- Kentucky certification in Administration and Supervision

Original Date: June 2018

Revision Date: \_\_\_\_\_

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Job Description**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval:**

**Recommendation/Motion: A motion is in order to approve the revised job description of Positive Behavioral Interventions and Supports (PBIS) Coach.**

**Background/Rationale: This is an update of an existing position to add the measures of success and world language components to the job description.**

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

**Fiscal Impact: N/A**

**Attachments(s): Job Description**

**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](http://www.fcps.net)

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

## **DISTRICT POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS (PBIS) COACH**

---

**TITLE:** District Positive Behavioral Interventions and Supports (PBIS) Coach

**REPORTS TO:** Director of Student Support Services

**SUPERVISES:** N/A

**JOB FUNCTION:** Provide training and technical assistance to develop, expand and sustain implementation of school-wide Positive Behavioral Interventions and Supports (PBIS) systems in assigned schools.

### **MEASURES OF SUCCESS:**

---

- Improve learning, culture, and environment as measured in part by increase in student access and opportunity to instruction:
  - Increase effectiveness in PBIS structures based on state gold, silver, and bronze fidelity standards.
  - Decrease percentage of students with 1 or more suspensions
  - Decrease missed instructional time due to in/out of school removal
  - Decrease percentage of disproportionality

### **DUTIES AND RESPONSIBILITIES:**

---

- Collaborate directly with other the district PBIS coaches to provide guidance and support to schools implementing PBIS.
- Provide coaching to assigned schools by assisting with data analysis, identifying training needs, coordinating and facilitating training, linking school teams to supporting resources, positively promoting and reinforcing school progress.
- Ensure school wide data collection systems are established and assist in action plan development.
- Data analysis for to develop plans and next steps
- Spend 80-90% of the instructional day in schools working directly with school personnel to build capacity and develop skills and strategies to improve the overall safety and effectiveness of the learning environment.
- Develop a strong and current knowledge base of evidence-based practices related to schoolwide systems of support, classroom management and individual behavior intervention.



## **DISTRICT POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS (PBIS) COACH**

---

- Provide school-based or district trainings.
- Collaborate effectively with intra-agency and interagency offices
- Participate in district and school level PBIS team meetings.
- Attend and actively participate in all PBIS coaches' meetings.
- Participate in statewide, regional and national training for PBIS/MTSS as available or appropriate.
- Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at the novice level of proficiency.
- Maintain regular attendance.
- Perform other duties as assigned.

### **PHYSICAL DEMANDS:**

---

- Work is performed while standing, sitting and/or walking
- Requires the ability to communicate effectively using speech, vision and hearing
- Requires the use of hands for simple grasping and fine manipulations
- Requires bending, squatting, crawling, climbing, reaching
- Requires the ability to lift, carry, push or pull light weights

### **EDUCATION AND EXPERIENCE:**

---

- Certification: Teaching, school counseling, school psychology or school social work
- Prior training or experience implementing PBIS systems.
- Ability to work collaboratively with various groups and gain consensus related to project implementation and other problem solving.

### **LICENSES AND OTHER REQUIREMENTS:**

---

- Kentucky Teaching Certificate

*Original Date: 06.2015*

*Revised date: 06.2018*

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Natural Gas Contract**

**PREPARED BY: Logan Poteat**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to: “enter into contract with Constellation Energy for natural gas purchasing from August 1<sup>st</sup>, 2018 through July 31<sup>st</sup>, 2020, per the staff recommendation.**

**Background/Rationale: The Kentucky Gas Aggregation Program for Schools has helped FCPS save hundreds of thousands of dollars on natural gas bills over the past 8 years. This program aggregates school districts and performs an RFP for natural gas prices for all the participating districts. This program is able to provide competitive prices on natural gas for many districts across the state by allowing the natural gas suppliers to compete for lower prices. The attached document lists the possible contract lengths and prices. The recommended term is for 2 years at a price of \$4.990 +/- \$0.15 per MCF of natural gas from Constellation. This represents an approximate \$0.10 increase over the current price FCPS is paying for natural gas.**

**Policy: KRS 45A.365**

**Fiscal Impact: An increase of approximately \$13,124.7 annually.**

**Attachments(s): Natural Gas RFP Summary**

**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](http://www.fcps.net)

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



# Natural Gas RFP Summary

## Fayette County Public Schools

Presentation Date

5/8/2018

UTILITY

# of Accounts

Expected Term Start

Switch Deadline

Columbia Gas of Kentucky

52

Aug-18

6/30/18

Current Supplier	Current Term	Recommended Offer (Dth)	Current Contract Price \$/Mcf	Estimated Annual Volume (Mcf)	Estimated Annual Cost Increase (Reduction) vs. Competitive Supplier Offer		Notes
Constellation	Aug 2016 - Jul 2020	\$4.990	\$4.890	131,247	\$13,125	2.0%	Projected WA Utility Tariff is \$5.530/Mcf
Supplier		Fixed	Estimated Annual Cost Change vs. Projected WA Utility Tariff		Swing Tolerance	Incremental / Cashouts	Notes
CenterPoint Energy	12 Mth	5.590	0.060	\$7,875	100%	N/A	Pricing is Burnertip Mcf, utility consolidated billing, credit approved.
	24 Mth	5.550	0.020	\$2,625	100%	N/A	
	36 Mth	5.550	0.020	\$2,625	100%	N/A	
Constellation	12 Mth	5.040	-0.490	-\$64,311	100%	N/A	Pricing is Burnertip Mcf, utility consolidated billing, credit approved.
	24 Mth	4.990	-0.540	-\$70,873	100%	N/A	
	36 Mth	4.990	-0.540	-\$70,873	100%	N/A	
Crius Energy	12 Mth	5.636	0.106	\$13,912	100%	N/A	Pricing is Burnertip Mcf, utility consolidated billing, credit pending.
	24 Mth	5.607	0.077	\$10,106	100%	N/A	
	36 Mth	No Offer					

### Recommendation

Competitive market prices have moved since the current 24 month contract was signed back in January of 2016. The most competitive offers are from Constellation - the 24 month offer of \$4.99/Mcf is \$0.10/Mcf above the current contract price of \$4.89/Mcf, but still \$0.54/Mcf below the projected weighted average utility rate of \$5.53/Mcf. The two shaded columns in the center of the chart above show each offer compared to the projected WA utility tariff rate - both per Mcf and on an annual basis. We're recommending the \$4.99/Mcf offer from Constellation for either the 24 or 36 month term. We're happy to discuss these results at your convenience.

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: CONTRACT – Ellevation Education Fall 2018**

**PREPARED BY: Michael Dailey**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to approve a contract with Ellevation Education.**

**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 Ellevation Education to provide a platform assisting teachers in the English Language Learners program in the fall semester of the 2018-2019 school year.**

**Policy: 01.11**

**Fiscal Impact: \$103,000**

**Attachments(s): N/A**

**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](http://www.fcps.net)

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

Please fill out entire form. Contracts sent to IAKSS for signatures are subject to a 10-day turnaround.  
Please plan accordingly.

## AGREEMENT SUMMARY FORM

Person Sending Agreement to IAKSS

Martha Rodriguez

Person Receiving Signed Agreement from IAKSS (Title/Location)

Martha Rodriguez, ~~ESL~~ ESL

Purpose of Agreement \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Agreement:

- ☐ MOA/MOU
- ☐ Contract
- ☐ Grant
- ☒ Purchase

This contract is...

- ☐ Related to an Extended Field Trip Request  
(Charter buses, out of town/overnight trips)

☐ Extended Field Trip Request Sent On: \_\_\_\_\_

☒ Over \$20,000?

☐ Is this a grant? Y N

Do you need the original back? Y N

***PLEASE SEND ALL CONTRACTUAL AGREEMENTS TO:***

Elisabeth McIntosh/IAKSS Legal Office Suite 114



# Ellevation Order Form and Customer Agreement

This Order Form, which incorporates Ellevation's online Terms and Conditions (located at [ellevationeducation.com/legal-notice](http://ellevationeducation.com/legal-notice)) (together, the "Agreement") is made between the customer named below ("Customer") and Ellevation Inc., having an address at 38 Chauncy St., Boston MA 02111 ("Ellevation"), and sets forth the terms and conditions on which Ellevation will supply Products to Customer.

**Company:** Ellevation Education  
**Representative:** Tony DeJesus  
**Email:** [tony.dejesus@ellevationeducation.com](mailto:tony.dejesus@ellevationeducation.com)  
**Phone:** 978-310-5207  
**Address:** 38 Chauncy Street, Boston MA 02111  
**Start Date:** 9/1/2018

**Customer:** Fayette Public Schools, KY  
**Contact Name:** Michael Dailey  
**Email:** [michael.dailey@fayette.kyschools.us](mailto:michael.dailey@fayette.kyschools.us)  
**Phone:** (859) 381-4184  
**Address:** 1126 Russell Cave Road  
Lexington, KY 40505  
**End Date:** 8/31/2019

## Annual Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation Platform	200	\$425	\$85,000
Ellevation Collaborate	4500	\$4	\$18,000

Subscription Total: \$103,000

## Service Fees

Product	Quantity	Total Fees
---------	----------	------------

Services Total: \$0

## Total Investment

Grand Total: \$103,000

Invoicing Schedule: Annual

Payment Term: Net 30

Contract Term: 12 months

Ellevation Signature

Customer Signature

14

# Ellevation Order Form and Customer Agreement

This Order Form, which incorporates Ellevation's online Terms and Conditions (located at [ellevationeducation.com/legal-notice](http://ellevationeducation.com/legal-notice)) (together, the "Agreement") is made between the customer named below ("Customer") and Ellevation Inc., having an address at 38 Chauncy St., Boston MA 02111 ("Ellevation"), and sets forth the terms and conditions on which Ellevation will supply Products to Customer.

**Company:** Ellevation Education  
**Representative:** Tony DeJesus  
**Email:** [tony.dejesus@ellevationeducation.com](mailto:tony.dejesus@ellevationeducation.com)  
**Phone:** 978-310-5207  
**Address:** 38 Chauncy Street, Boston MA 02111

**Start Date:** 7/1/2018

**Customer:** Fayette Public Schools, KY  
**Contact Name:** Michael Dailey  
**Email:** [michael.dailey@fayette.kyschools.us](mailto:michael.dailey@fayette.kyschools.us)  
**Phone:** (859) 381-4184  
**Address:** 1126 Russell Cave Road  
Lexington, KY 40505

**End Date:** 6/30/2019

## Annual Subscription Fees

Product	Quantity	Unit Price	Total Fees
---------	----------	------------	------------

Subscription Total: \$0

## Service Fees

Product	Quantity	Total Fees
In Person Training	2	\$6,000

Services Total: \$6,000

## Total Investment

Grand Total:	\$6,000
--------------	---------

Invoicing Schedule: Annual

Payment Term: Net 30

Contract Term: 12 months

Ellevation Signature

Customer Signature

14

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Contract – Hoonuit I, LLC**

**PREPARED BY: Billy Buchanan**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to approve the renewal of the contract with Hoonuit.**

**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 Hoonuit (formerly VersiFit Technologies) for continuation of work on the Integrated Data Warehouse and Business Intelligence Platform. The recurring funds for the project maintenance were included on the FY 2018 budget that was previously approved. The renewal does not affect the current fiscal year budget. The approval is sought now so it can be executed as soon as the funds for the next fiscal year are made available.**

**Policy: Board Policy 01.11**

**Fiscal Impact: \$200,100**

**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.**

**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](http://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 two years 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, now Hoonuit I, LLC. The contract includes an option to renew for an additional year for up to five years. This is the second renewal.

**VENDOR:** Hoonuit I, LLC

**RENEWAL TERM:** Beginning July 01, 2018, and ending June 30, 2019

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Data Warehouse and Business Intelligence Platform	\$200,100	DRA Budget	Recurring	2018-19 School Year Year 3 goals are focused on the upgrade and developing/implementing predictive analytics in the dashboard. Includes college going/success data/dashboards and human capital content based on the work of the Strategic Data Project at Harvard.

### Maintenance Services Agreement

This Maintenance Services Agreement ("Agreement") contains the terms and conditions upon which Hoonuit I, LLC—formerly Versifit Technologies, LLC—, a Wisconsin limited liability company ("Hoonuit") grants to Fayette County Public Schools ("Customer") for Hoonuit Maintained Software and Support Services.

**BEFORE SIGNING, PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ITS ENTIRETY.**

**IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "CUSTOMER" INCLUDES YOUR EMPLOYER, OR ANY PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO HOONUIT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO ACCEPT THIS AGREEMENT AND FULLY BIND THE EMPLOYER OR PRINCIPAL CONTRACTOR. IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE CUSTOMER, DO NOT SIGN THIS AGREEMENT AND HOONUIT WILL PROMPTLY CANCEL THIS TRANSACTION, AND CUSTOMER MAY NOT HAVE ACCESS TO THE HOONUIT MAINTENANCE SERVICES.**

**BY SIGNING THIS AGREEMENT OR INSTALLING, ACCESSING OR USING ANY PART OF THE SOFTWARE AND SERVICES, CUSTOMER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THIS AGREEMENT MUST NOT BE SIGNED AND HOONUIT WILL PROMPTLY CANCEL THIS TRANSACTION, AND CUSTOMER MAY NOT HAVE ACCESS TO THE HOONUIT MAINTENANCE SERVICES.**

### Definitions

For purposes of this Agreement, the following terms will have the following meanings:

**"Documentation"** means the written materials, including instructions, rules, guidelines, manuals and/or procedures, associated with the Software that Hoonuit generally makes available to its licensees of such Software.

**"Object Code"** means the binary machine-readable version of the Software.

**"Services"** means any service provided by Hoonuit to Customer pursuant to this Agreement.

**"Software"** means Hoonuit's proprietary software product(s) and tools in object code form identified in the applicable Schedule(s) attached hereto as configured or customized by Hoonuit for Customer pursuant to this Agreement; together with all end user manuals, reference manuals, installation guides and other Documentation therefore, and any Updates and Corrections thereto, and any other third-party programs incorporated therein.

**"Authorized Users"** means any employees, personnel, representatives, and agents of Customer.

**"As-a-Service"** means functionality that Hoonuit may provide that requires access to a remote machine owned or operated by Hoonuit or an independent vendor.

### General Terms and Conditions

1. **LICENSE.** Hoonuit has granted to Customer a perpetual, non-exclusive, non-transferable license to use certain Software. Customer is limited to using the Software with specific Authorized Users, and Customer may use the Software to monitor, measure, record, or analyze the performance of only those Authorized Users for which Customer has an authorized and keyed Hoonuit software component. If data recorded in an enterprise database includes measurements from other Authorized Users, then Customer may use the Software to analyze such data only if Customer has licensed the Software for the Authorized Users from which the data was obtained.
  - a. **Restrictions.** The Software is confidential copyrighted property of Hoonuit and other third party owners, and title to all copies thereof is retained by Hoonuit and its licensors as applicable. Customer shall not decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Software. The Software may not be leased, assigned, or sublicensed, in whole or in part, except as specifically authorized by Hoonuit.
  - b. **Other Third-Party Software Programs.** Other third-party software programs may be released with certain Hoonuit Software. Hoonuit shall be responsible for securing all licenses required from third parties for Hoonuit's use of any third-party software under this Agreement, and for paying all fees, if any, in connection therewith. In the event of any claims relating to intellectual property rights or infringement of any third-party products included in the Hoonuit Software, Customer's sole and exclusive remedy is set forth in Articles 11 and 12.
  - c. **License to Use Data.** Customer grants to Hoonuit a worldwide, perpetual, irrevocable, royalty-free license to add de-identified data to a munged data lake, data warehouse or other data storage repositories for use by machine learning algorithms and other business purposes.

2. **MAINTENANCE SERVICES.** Software for which Customer has purchased Maintenance Services is "Maintained Software." Maintenance Services are as follows:
- a. **Updates.** Hoonuit will provide Customer with modifications, improvements, and refinements ("Updates") to the Maintained Software and to the associated user documentation, if any, at the time Hoonuit makes such Updates generally available at no additional cost to its customers who have paid for Maintenance Services. Customer shall destroy all copies of the Software replaced by any Update, and upon Hoonuit's request, provide Hoonuit with written certification thereof;
  - b. **Support.** Telephone support at (800) 610-1313 option 2 will be provided by Hoonuit for the Maintained Software during Hoonuit's Standard Support Hours in effect at the time of the call (currently 9:00 a.m. to 5:00 p.m. CST); email support is provided during Standard Support Hours at [support@Hoonuit.com](mailto:support@Hoonuit.com); and online support is provided through Hoonuit's online tool that is made available to five (5) approved Customer users.
  - c. **Corrections.** Hoonuit will make reasonable attempts to provide corrections or to supply emergency remedies for problems reported by Customer if Maintained Software yields incorrect results and Hoonuit diagnoses the problem as a defect in a current, unaltered release of such Maintained Software;
  - d. **Continued Maintenance.** When Hoonuit issues an Update for any Maintained Software, Hoonuit will continue providing Maintenance Services for the previous version of such Maintained Software for a period of not less than twelve (12) months. At any time thereafter, upon sixty (60) days prior notice, Hoonuit may discontinue providing Maintenance Services for the previous version of the Maintained Software; and
  - e. **Customer Modifications.** Hoonuit shall be under no obligation to provide Maintenance Services if the Software: (a) is not used in the environment for which it was designed and configured; (b) is used by users other than the Authorized Users herein; or (c) is altered or modified in any way by a party other than Hoonuit, although Hoonuit will continue to make available Maintenance Services for unaltered or unmodified Software.
3. **PAYMENT.** Customer agrees to pay the Maintenance Services Fees as set forth in the applicable Schedule(s) and as follows:
- a. **Maintenance Services Fees.** The Maintenance Services Fee for the initial Maintenance Services Period and any renewal Maintenance Services Period is payable in full in advance and shall be invoiced, as applicable, or within thirty (30) days of the beginning of any renewal Maintenance Services Period.
  - b. **Payment Timing.** All undisputed Fees hereunder are payable within thirty (30) days after invoice receipt by Customer and are to be paid in U.S. dollars (or other local currency if applicable). All undisputed Fees not paid within thirty (30) days after invoice receipt by Customer shall accrue interest at the rate of 1-1/2% per month or the highest rate allowed by law, whichever is lower.
4. **MAINTENANCE SERVICES PERIOD RENEWAL.** The Maintenance Services Period for the Software shall automatically renew on an annual Renewal Period basis subject to no more than a five (5%) percent annual increase in Maintenance Service Fees charged to Customer unless, ninety (90) days prior to the expiration of any such Maintenance Service Period, either party notifies the other of its election not to renew.
- a. **Price Protection.** The Maintenance Services Fees will not be increased during any Maintenance Services Period but may be increased prior to the beginning of any renewal Maintenance upon written notice to Customer.
  - b. **Maintenance Services Termination.** Customer may terminate Maintenance Services under this Agreement upon written notice ninety (90) days prior to the end of the Renewal Period, at which time the Maintenance Services and any features provided As-a-Service will cease and Customer will no longer be obligated to pay additional Maintenance Services Fees.
5. **TAXES.** In addition to all Fees payable hereunder, Customer is responsible for and shall pay to Hoonuit amounts equal to all federal, state, and/or local governmental use, sales, excise, or other taxes that are applicable to or arise out of performance of this Agreement. This provision does not include taxes attributable to taxable income from Hoonuit operations or those taxes related to Hoonuit's personal property.
6. **DISCLAIMER/EXCLUSION OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, HOONUIT MAKES NO WARRANTIES, EXPRESS OR IMPLIED. THIS DISCLAIMER OF WARRANTIES SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, A DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, INSTALLATION, USE, EFFICIENCY AND SUITABILITY OF THE MAINTAINED SOFTWARE AND HOONUIT SHALL HAVE NO LIABILITY THEREFOR.
7. **ASSIGNMENT.** Customer may not assign any or all portions of its rights or obligations under this Agreement to any third party without the prior written consent of Hoonuit. Notwithstanding the foregoing, Customer may assign all or any portion of its rights and obligations under this Agreement to any affiliate and/or to any successor by way of merger or consolidation or in connection with the sale or transfer of all or substantially all of its business and assets relating to this Agreement without the consent of Hoonuit.
8. **INDEPENDENT CONTRACTORS.** In making and performing under this Agreement, the parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, or partner of the other party for any purpose.

9. **CAPTIONS.** The captions used in this Agreement are for reference only and do not constitute substantive matter to be considered in construing the terms of this Agreement.
10. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Maryland, without giving effect to principles governing conflicts of law. All parties hereto further waive any objections they might otherwise have to such court's personal jurisdiction over such party or to venue therein for any such proceeding.
11. **LEGAL CONSTRUCTION.** In any case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein as long as this Agreement remains a workable instrument to accomplish the intent and purposes of the parties.
12. **AMENDMENT.** The terms and conditions of this Agreement cannot be altered, amended, or modified except by a written instrument executed by all of the parties.
13. **NOTICES.** Any notices to be given hereunder by either party to the other shall be in writing and deemed delivered if delivered personally or if by electronic mail, or mail, registered or certified, postage prepaid with return receipt requested, then three (3) days after deposit in the mail. Notices shall be addressed to the addresses of the parties first set forth above or to such other address as a party may specify from time to time.
14. **NO WAIVER.** Failure of Hoonuit to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision or of any other provision or of the right of Hoonuit to enforce such provision.

**FAYETTE COUNTY PUBLIC SCHOOLS:**

I agree to granting Hoonuit a worldwide, perpetual, irrevocable, and royalty-free license to add de-identified data to a munged data lake, data warehouse, or other data storage repository for use by machine learning algorithms and other business purposes.

WPB ☒ ACCEPT ☐ DECLINE

**HOONUIT I, LLC**

DocuSigned by:

Signature: Clay Anderson  
1901919BF9A0427...

Print Name: Clay Anderson

Title: CFO

Date: 5/21/2018

**FAYETTE COUNTY PUBLIC SCHOOLS**

Signature: [Signature]

Print Name: Emmanuel Caule

Title: Superintendent

Date: May 7, 2018

SDC  
WPB

**Schedule No. 1****Software License Schedule**

This Software License Schedule ("Schedule") is attached to and made part of the Master Software License Agreement (the "Agreement") between Hoonuit and Fayette County Public Schools ("Customer"), effective date: April 26, 2018. The annual software maintenance fee is \$52,674.

**Hoonuit Software Licenses**

<b>Product</b>	<b>Price</b>
Hoonuit Large District + EWIS	\$ 92,420
Assessments (All Connectors)	\$ 39,850
Hoonuit Dashboard Standard Edition	\$ 37,450
Advanced Early Warning and Predictive Model	\$ 25,940
Student Standard Infinite Campus Connectors	\$ 23,170
Advanced Data Quality	\$ 17,560
Hoonuit uDL ETL Services Perpetual License	\$ 16,500
Special Education	\$ 15,340
Finance Connectors Tyler MUNIS	\$ 12,740
Student Health	\$ 8,640
Survey Data Framework & ETL	\$ 8,340
Finance DW Core	\$ 7,400
Hoonuit Performance Analysis Dashboard Content	\$ 7,050
Graduate Outcomes License (Includes NSC Loader)	\$ 6,241
Staff Absences	\$ 4,320
<b>Product Total</b>	<b>\$ 322,961</b>
<b>Annual Maintenance Rate</b>	<b>16%</b>
<b>Annual Maintenance Amount</b>	<b>\$ 51,674</b>
<b>2 additional JIRA Users</b>	<b>\$ 1,000</b>
<b>Total Annual Maintenance</b>	<b>\$ 52,674</b>

Terms defined in the Agreement have the same meanings herein unless otherwise provided. The terms and conditions of this Schedule shall control over any inconsistent or conflicting terms or conditions contained in the Agreement.

EFFECTIVE DATE: April 26, 2018

**HOONUIT I, LLC**

DocuSigned by:

Signature: Clay Anderson  
19C1919BF9A0427...

Print Name: Clay Anderson

Title: CFO

Date: 5/21/2018

**FAYETTE COUNTY PUBLIC SCHOOLS**

Signature: [Signature]

Print Name: Emmanuel Cauley WRB

Title: Superintendent

Date: May 7, 2018

**Schedule No. 2****Product Support Schedule**

This Product Support Schedule ("Schedule") is attached to and made part of the Master Software License Agreement (the "Agreement") between Hoonuit and Fayette County Public Schools ("Customer"), Effective Date: April 26, 2018. The annual system management fee is \$12,918.

Terms defined in the Agreement have the same meanings herein unless otherwise provided. The terms and conditions of this Schedule shall control over any inconsistent or conflicting terms or conditions contained in the Agreement.

**List of Product Support Services**

- Daily Monitoring of the ETL Processes, Dashboard/Report Applications & Systems Health
- Identification of issue root cause and basic troubleshooting
- Data Warehouse Performance Tuning (e.g. address performance issues raised, routine review of execution logs and proactively address noted issues)
- Applying maintenance items (e.g., upgrades and fixes) as may be released during the service period that relate to purchased software

Every Issue reported by customers will be assigned a priority. The following priorities are available, and criteria used for assignment:

- Critical – System, full product, or database level failures
- High – Complete failure of agents, utility programs, or other major functionality
- Medium – Partial failures of agents, utility programs, user interfaces, or other functionality
- Low – Non-functionality related issues

Hoonuit also uses default resolution goals. Resolution is defined as the targeted time it takes Hoonuit to deliver a solution for a specific issue. The Hoonuit default resolution goals are:

- Critical – 5 business days
- High – 10 business days
- Medium – 25 business days
- Low – 65 business days

Hoonuit agrees to make its best effort to provide a solution for an issue within the appropriate timeframe as indicated above.

Hoonuit has a responsibility to provide an initial response for new support requests from customers in a timely manner as well as a responsibility to keep customers informed regarding progress toward achieving a solution to their issues.

EFFECTIVE DATE: April 26, 2018

HOONUIT I, LLC

DocuSigned by:  
Signature: Clay Anderson  
19C1919BF9A0427...

Print Name: Clay Anderson

Title: CFO

Date: 5/21/2018

FAYETTE COUNTY PUBLIC SCHOOLS

Signature: [Signature]

Print Name: Emmanuel Caule WBB

Title: Superintendent

Date: May 7, 2018 SDC

**Schedule No. 3****District Essentials Software and Maintenance Pricing**

This District Essentials Software and Maintenance Pricing ("Schedule") is attached to and made part of the Master Software License Agreement (the "Agreement") between Hoonuit and Fayette County Public Schools ("Customer"), Effective Date: April 26, 2018. The annual District Essentials maintenance fee is \$8,118.

Terms defined in the Agreement have the same meanings herein unless otherwise provided. The terms and conditions of this Schedule shall control over any inconsistent or conflicting terms or conditions contained in the Agreement.

The Districts Essentials Software and Maintenance Pricing includes:

- Core data and tools measuring student outcomes including demographics, enrollment, discipline, attendance, assessments, coursework, special education, graduation, chronic absences, ELL, surveys, snapshots, data quality, programs, geospatial, student groupings (cohorts)
- ESSA report cards and associated underlying reports and dashboards
- Power user ad-hoc reporting capabilities (using Power BI Embedded)
- Pre-built, configurable, continuous improvement transactional workflows for school improvement planning, Title 1 planning, Safe and Healthy Plans, Sped, Technology Training and more

Product	Student Count*	Fee per Student	Annual Fee
District Essentials License	40,590	Waived	Waived
District Essentials Maintenance	40,590	\$0.20	\$8,118

\*Student Count based on the National Center for Education Statistics (2014-2015)

*Additional professional service fees may apply for District Essentials Software and Maintenance implementation.*

EFFECTIVE DATE: April 26, 2018

**HOONUIT I, LLC**

DocuSigned by:

Signature: \_\_\_\_\_

*Clay Anderson*

19C1919BF9A0427...

Print Name: Clay Anderson

Title: CFO

Date: 5/21/2018

**FAYETTE COUNTY PUBLIC SCHOOLS**

Signature: \_\_\_\_\_

*[Handwritten Signature]*

Print Name: Emmanuel Caule

*NRB*

Title: Superintendent

Date: MAY 7, 2018



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: 859.381.4100 • [www.fcps.net](http://www.fcps.net)

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



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

11-29-16

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Requests From Principals For Extended Trips**

**PREPARED BY: Chiefs of Schools**

**Recommended Action on: 6/11/2018**

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

**Superintendent Prior Approval: No**

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

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

**Policy: 09.36 (School Related Student Trips)**

**Fiscal Impact: N/A**

**Attachments(s): June 11, 2018 Action Items**

**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](http://www.fcps.net)

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

## REQUESTS FROM PRINCIPALS FOR EXTENDED TRIPS

	<u>School/Organization</u>	<u>Destination/Purpose</u>	<u>Inclusive Dates</u>
* B,/	Beaumont Middle FCCLA Sponsor's name: Anna Sullinger. Additional chaperones 2. Students 6.	Hardinsburg, KY FFA Campgrounds FCCLA Camp	June 4-6 (0 school days)
*****	William Wells Brown Elementary	Lexington, KY	June 13
A,/	21st Century Sponsor's name: Monica Davis. Additional chaperones 5. Students 40.	Southland Bowling Lanes Students will do math to figure their bowling scores while they bowl a string. They will learn rules for scoring a game of bowling. They will also learn bowling terms and get exercise while bowling.	(0 school days)
* B,/	Bryan Station High AFJROTC Sponsor's name: Msgt. Kris Miller. Additional chaperones TBD. Students 4.	Dallas, GA East Paulding High School JROTC Drill Seminar	June 18-20 (0 school days)
***** A,/	Bryan Station High STLP Sponsor's name: Adam Horner. Additional chaperones 2. Students 1.	Chicago, IL McCormick Place STLP Conference	June 23-28
***** A,/	Beaumont Middle FCCLA Sponsor's name: Anna Sullinger. Additional chaperones 2. Students 14.	Atlanta, GA Georgia World Congress Center National Leadership Conference	June 27-July 2 (0 school days)

***	Locust Trace AgriScience	Hardinsburg, KY	July 2-6
/	FFA Group	KY FFA Leadership Training Center	(0 school days)
	Sponsor's name: Jacob Ball.	FFA Camp	
	Additional chaperones 4.		
	Students 40.		
****	William Wells Brown Elementary	Lexington, KY	July 5
A,/	21st Century	KY Horse Park	(0 school days)
	Sponsor's name: Monica Davis.	Students will tour the KY Horse Park and learn about the horse industry and racing history.	
	Additional chaperones 5.		
	Students 40.		
*	Tates Creek High	Morehead, KY	July 10-13
B	Girls Soccer Team	Morehead State University	(0 school days)
	Sponsor's name: Allyson Tucker.	Soccer Camp	
	Additional chaperones 3.		
	Students 20.		
***	Locust Trace AgriScience	Louisville, KY	August 20-23
/	FFA Group	KY Fair & Expo Center	(3 school days)
	Sponsor's name: Caitlin Earlywine.	State Fair Livestock Exhibitors	
	Additional chaperones 3.		
	Students 21.		
*	Frederick Douglass High	Gatlinburg, TN	August 23-26
B	Girls Soccer Team	Rocky Top Sports Complex	(0 school days)
	Sponsor's name: Megan Adkins.	Soccer tournament	
	Additional chaperones 3.		
	Students 40.		
****	Lafayette High	Bowling Green, KY	August 31-Sept 2
B	Boys Soccer Team	Lovers Lane Soccer Complex	(1 school day)
	Sponsor's name: Chris Grimm.	Soccer tournament	
	Additional chaperones 4.		
	Students 25.		

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

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

**POLICY REFERENCE:** 09.36 (School Related Student Trips)

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

"Approve the extended trip requests as listed."

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Professional Leave By District Personnel**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 6/11/2018**

**Action Item for Vote (PLANNING 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.**

**Policy: 03.1911/03.2911**

**Fiscal Impact: \$142,017.01**

**Attachments(s): N/A**

**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](http://www.fcps.net)

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

## PROFESSIONAL LEAVE BY DISTRICT PERSONNEL

### 1. PROFESSIONAL LEAVE REQUEST RECOMMENDED:

<u>Professional Meeting Location &amp; Dates</u>	<u>Staff Member</u>	<u>School</u>	<u>Substitute</u>	<u>Reimbursement Funding Source</u>	<u>Total Cost</u>
*KY Music Educators Louisville, KY February 8-9, 2018 Work Days – 2	Callie Manor	Breckinridge Elem	School-PD	School -PD	\$ 735.00
*Prustant Culinary Shepherdsville, KY March 9-10, 2018 Work Days -1	Mac McBride	Lafayette High	School-PD	School-PD	\$ 300.00
*The Exceptional Assistant Knoxville, TN March 28-29, 2018 Work Days – 1.5	Allison Marcum	Bryan Station High	NO	School-PD	\$ 442.50
*STEMCON Conference Rosemont, IL April 19-20, 2018 Work Days – 2	Kristen Witt	Millcreek Elem	Title II	Title II	\$ 567.00
*LRP National Institute On Legal Issues of Educating Individuals With Disabilities Dallas, TX April 21-26, 2018 Work Days – 4	Amanda Dennis	IAKSS	NO	Special ED	\$2,965.00
*KY High School Athletic Director Conference Louisville, KY April 25-27, 2018 Work Days – 3	Shelli Warburton	Bryan Station High	School funds	School funds	\$ 504.17

June 11, 2018

*Coalition for Community Schools National Conference Baltimore, MD April 30-May 4, 2018 Work Days – 5	Monica Hall	Booker T Washington Elem	NO	Title I	\$2,195.00
	Kristy Marsh	Booker T Washington Elem	NO	Title I	\$2,195.00
	Ashley Oldham	Booker T Washington Elem	NO	Title I	\$2,195.00
	Veda Stewart	Booker T Washington Elem	NO	Title I	\$2,195.00
*Coalition of Schools Education Boys of Color Boston, MA May 29-31, 2018 Work Days – 3	Andrew Jarvis	Southern Middle	School funds	School funds	\$1,700.00
*FCCLA Hardinsburg, KY June 4-6, 2018 Work Days – 0	Anna Sullinger	Beaumont Middle	NO	Perkins	\$ 525.00
*PLC at Work Conference Saint Charles, MO June 11-14, 2018 Work Days – 0	Scott Flowers	IAKSS	NO	Title II	\$1,842.00
*Construction Carpentry Workshop Louisville, KY June 12-13, 2018 Work Days – 0	Eric Highley	Southside Tech	NO	School funds	\$ 375.00
*Early Childhood Louisville, KY June 11-15, 2018 Work Days – 3 June 12-15, 2018 Work Days – 0 June 13-15, 2018 Work Days – 3	Whitney Stevenson	Early Childhood	NO	Preschool	\$1,077.00
	Kisha Dicks	Breckinridge Elem	NO	Preschool	\$ 792.96
	Arlene Jacina	Squires Elem	NO	Preschool	\$ 792.96
	Alice Nelson	Early Childhood	NO	Preschool	\$ 614.00
KAGE 2018 summer Workshop Bowling Green, KY June 17-18, 2018 Work Days – 0	Amy Stults	Early Childhood	NO	Preschool	\$ 614.96
	Brittany Slone	Harrison Elem	NO	School funds	\$ 545.00
	Katie Grigsby	Veterans Parks Elem	NO	Title II	\$ 545.00
	Teresa King	Liberty Elem	NO	Title II	\$ 545.00



Depth and Complexity The Gifted Solution Bowling Green, KY June 17-18, 2018 Work Days – 0	Katie Farrington	Coventry Oak Elem	NO	Title II	\$ 395.00
National Charter Schools Conference Austin, TX June 17-20, 2018 Work Days – 3	Soraya Matthews Michael Dailey	IAKSS IAKSS	NO NO	Title II Title II	\$3,190.00 \$3,190.00
Data Wise Leadership Institute Training Boston, MA June 17-22, 2018 Work Days – 5 Work Days – 0 Work Days – 5 Work Days - 0 Work Days – 5	Greg Williams Heather Bell Christa Roney Kevin Disney Diana Smith Lisa Smith	James L Allen Elem IAKSS Cardinal Valley Elem Cardinal Valley Elem James L Allen Elem IAKSS	NO NO NO NO NO NO	Title II Title II Title II Title II Title II Title II	\$7,014.00 \$7,014.00 \$7,014.00 \$7,014.00 \$7,014.00 \$7,014.00
AP Summer Institute Training Louisville, KY June 18-22, 2018 Work Days – 0	Stevie Lemons	Lafayette High	NO	School-PD	\$1,126.00
Boy Brains and Engagement National Conference Atlanta, GA June 19-23, 2018 Work Days – 4	Rebecca Puckett Hadiyah Massey Erica Beatty Katina Brown Darryl Thompson Faith Thompson	Julius Marks Elem IAKSS IAKSS IAKSS IAKSS IAKSS	NO NO NO NO NO NO	Equity Equity Equity Equity Equity Equity	\$1,724.00 \$1,724.00 \$1,724.00 \$1,724.00 \$1,724.00 \$1,724.00
Technology Student Association National Competition Atlanta, GA June 20-27, 2018 Work Days – 0	Robert Nolan	Lafayette High	NO	School-PD	\$2,750.00

National TSA Conference Atlanta, GA June 21-26, 2018 Work Days – 0	Scott Davis Cassie Lewis	Southern Middle Southern Middle	NO NO	Perkins Perkins	\$ 916.00 \$2,216.00
American Libraries Association Annual Conference New Orleans, LA June 21-25, 2018 Work Days – 0	Amanda Hurley	Henry Clay High	NO	School-PD	\$1,765.00
ISTE Chicago, IL June 23-27, 2018 Work Days – 0	Ryan Harrington	LTMS	NO	Title II	\$2,245.38
William and Mary School Of Education Center for Gifted Education Summer Institute Williamsburg, VA June 24-26, 2018 Work Days – 0	Allison French	Leestown Middle	NO	Title II	\$1,950.00
National School Based Health Care Convention Indianapolis, IN June 24-27, 2018 Work Days – 3	Doug Adams	IAKSS	NO	Student Support	\$1,880.00
Ford NGL National Conference Detroit, MI June 26-29, 2018 Work Days – 3 ½	Kimberly Lyon	IAKSS	NO	Ford NGL	\$1,451.00
IB Training Keystone, CO June 27-July 2, 2018 Work Days – 0	Nathan Lockhart Holly Lockhart Ryan Briggs Kate Bierenbaum	Tates Creek Middle Tates Creek Middle Tates Creek Middle Tates Creek Middle	NO NO NO NO	Title I Title I Title I Title I	\$2,540.00 \$2,540.00 \$2,540.00 \$2,540.00

FCCLA National Leadership Academy Atlanta, GA June 27-July 12, 2018 Work Days – 0	Anna Sullinger	Beaumont Middle	NO	Perkins	\$1,950.00
2018 FBLA National Baltimore, MD June 28, 2018-July 1, 2018 Work Days – 0	Robin Johnson	Paul L Dunbar High	NO	Perkins	\$1,303.54
National Family and Community Engagement Conference Cleveland, OH July 10-13, 2018 Work Days – 4	Miranda Scully	IAKSS	NO	Equity	\$1,850.00
Project Lead the Way Classroom Teacher Training Indianapolis, IN July 10-11, 2018 Work Days – 0	Jennifer Lopez	Ashland Elem	NO	Title II	\$1,142.00
	Lori Gaddis	Ashland Elem	NO	Title II	\$1,142.00
	Steven Givan	Ashland Elem	NO	Title II	\$1,142.00
	Melodie Vereen	Ashland Elem	NO	Title II	\$1,142.00
Bluegrass Regional Annual conference Washington, DC July 11-12, 2018 Work Days – 3	Darryl Thompson	IAKSS	NO	Equity	\$1,731.00
Victory over Violence Louisville, KY July 17-19, 2018 Work Days – 3	Kathryn Leon	Lafayette High	NO	FRYSC	\$ 417.00
	Krista Mason	Glendover Elem	NO	FRYSC	\$ 417.00
	Ebonee Brown	Picadome Elem	NO	FRYSC	\$ 437.74
	Mary Jo Dendy	Sandersville Elem	NO	FYYSC	\$ 433.54
	Elizabeth Myers	Mary Todd Elem	NO	FRYSC	\$ 397.20
	Yvonne Walters	Williams Wells Brown	NO	FRYSC	\$ 387.72
	Leigha Checa	Millcreek Elem	NO	FRYSC	\$ 387.72
	Roy Booker	Crawford Middle	NO	FRYSC	\$ 387.72
	Kate O'Ferral	Deep Springs Elem	NO	FRYSC	\$ 387.72
	Terona Cobble-Johnson	Winburn Middle	NO	FRYSC	\$ 446.00
	Tiffany Runyon	Coventry Oak Elem	NO	FRYSC	\$ 446.00

	Erica Johnson	MLK	NO	FRYSC	\$ 446.00
	Angela Davis	Tates Creek High	NO	FRYSC	\$ 446.00
	Jill Blackman	Cassidy Elem	NO	FRYSC	\$ 446.00
IB Training Math	Mark Whiteside	Tates Creek Middle	NO	Title I	\$1,812.00
Category 2	Ann Schmidt	Tates Creek Middle	NO	Title I	\$1,812.00
Austin, TX	Stephanie Adams	Tates Creek Middle	NO	Title I	\$1,812.00
July 18-21, 2018					
Work Days – 0					
KACTE Conference	Arnetta McClary	Tates Creek High	NO	KACTE	\$ 895.00
Louisville, KY					
July 22-25, 2018					
Work Days – 0					
AP Summer Institute	Amisha Patel	Frederick Douglass High	NO	FRYSC	\$1,443.00
Greenwood Village, CO					
July 22-27, 2018					
Work Days – 0					
KASA Annual Leadership					
Louisville, KY					
July 25-27, 2018	Leon Buford-Kelly	Leestown Middle	NO	School-funds	\$ 399.00
Work Days – 0	Beth Lee	Leestown Middle	NO	School-funds	\$ 399.00
Work Days – 3	Joe Gibson	Leestown Middle	NO	School-funds	\$ 399.00
	Latonya Meekins	Leestown Middle	NO	School-funds	\$ 399.00
	Lisa Smith	IAKSS	NO	Elementary Budget	\$ 776.18
	Heather Bell	IAKSS	NO	Elementary Budget	\$ 776.18
	Julie Wright	IAKSS	NO	Elementary Budget	\$ 776.18
	Mendy Mills	IAKSS	NO	Title I	\$ 648.00
IB Training Global					
Conference					
San Diego, CA					
July 25-29, 2018	Eric Thornsburg	Tates Creek Middle	NO	Title I	\$2,595.00
Work Days – 4					
Work Days – 0					
	Kelly Sirginnis	Tates Creek Middle	NO	Title I	\$2,595.00
	Greg Quenon	Tates Creek Middle	NO	Title I	\$2,595.00
	Felicia Lindsay	Tates Creek Middle	NO	Title I	\$2,595.00
College Board AP	Christi Elkins-Gabbard	Paul Dunbar High	NO	Title II	\$2,130.00

German Language  
Training  
Riverdale, NY  
July 29-August 3, 2018  
Work Days – 0

2018 AVID Summer  
Institute  
Minneapolis, MN  
July 30- August 2, 2018  
Work Days – 0

PMI Global  
Conference  
Los Angeles, CA  
October 4-8, 2018  
Work Days – 3

ASCD Conference on  
Educational Leadership  
Nashville, TN  
November 1-4, 2018  
Work Days – 2

LLI Institute  
Philadelphia, PA  
November 4-7, 2018  
Work Days – 3

Junior Musical Theatre  
Festival  
Atlanta, GA  
January 18-20, 2019  
Work Days – 1

Jennifer Brown  
Elizabeth Powell

V ee Pryor

Soraya Matthews  
BJ Martin  
Lori Bowen

Sara Perry  
Becky Ward  
Cassandra Jones

Mark Fields

Winburn Middle  
Winburn Middle

IAKSS

IAKSS  
IAKSS  
IAKSS

Millcreek Elem  
Millcreek Elem  
Millcreek Elem

Garrett Morgan Elem

NO  
NO

NO

NO  
NO  
NO

NO  
NO  
NO

NO

Title I  
Title I

Equity

CIA  
CIA  
CIA

Title I  
Title I  
Title I

School-PD

\$1,480.00  
\$1,480.00

\$2,758.00

\$1,654.00  
\$1,654.00  
\$1,654.00

\$1,748.34  
\$1,748.34  
\$1,748.34

\$ 600.00

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Annual Review of District Policies**

**PREPARED BY: Shelley Chatfield**

**Recommended Action on: 6/11/2018  
Action Item First Read**

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to review proposed policy amendments and adoptions.**

**Background/Rationale: Board Policy 01.5 states that written proposals to adopt new policies or to modify existing policies will ordinarily appear on two (2) successive Board meeting agendas.**

**Policy: Please see attached list**

**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

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • [www.fcps.net](http://www.fcps.net)

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

LEGAL: PUBLIC CHARTER SCHOOLS AND AUTHORIZERS ARE DEFINED BY STATUTE AND INCLUDED IN THESE DEFINITIONS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

RECOMMENDED: CLARIFICATION THAT BOARD POLICIES ARE INTENDED FOR SCHOOL DISTRICT GOVERNANCE PURPOSES AND DO NOT IMPOSE JUDICIAL LIABILITY STANDARDS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## POWERS AND DUTIES OF THE BOARD

01.0

### **DEFINITIONS**

The following expressions are defined with respect to their intended meanings in the context of this manual:

#### **POLICIES**

An expression of the will of the elected Board of Education or the school council. Although other statutes may have Board policy implications, the general scope of Board policies is defined by KRS 160.290 and KRS 160.340. The scope of council policies is defined by KRS 160.345. [Board policies cover the general management and governance of school district operations and functions. Within the parameters of the District's legal authority, violations of policy may provide grounds for administrative response or action as relates to students, District employees, parents, and members of the community, but such policies are not intended to heighten standards of care, establish grounds for liability or create rules for immunities enjoyed by defendants in civil judicial actions against the Board, its members, District employees, officers, or volunteers.](#)

#### **ADMINISTRATIVE PROCEDURES**

Statements of the Superintendent and/or District administration. Procedures are administrative instruments to implement Board policy and other legal mandates.

#### **ADMINISTRATIVE REGULATIONS**

References such as "State Board regulations", "state regulations", and "administrative regulations" shall mean Kentucky Administrative Regulations (KAR) promulgated by the Kentucky Board of Education.

#### **FULL-TIME, PART-TIME STATUS**

Employment status shall be determined in compliance with statute and.<sup>1</sup> Full-time/part-time status for classified employees is established by Policy 03.2332.

#### **BOARD**

Unless prohibited by state/federal law or regulation, whenever "Board" or "Board of Education" is referred to in policy or procedure, that reference shall not prohibit the Board from delegating responsibility for policy implementation to the Superintendent. However, ultimate oversight for evaluation of implementation of the policy and for the control of District policy remains with the Board.

#### **SUPERINTENDENT**

Policies that charge the Superintendent with preparing and/or implementing provisions of procedures, plans or programs for Board review also direct any other employee to whom the Superintendent may delegate such charges.

#### **IAK SUPPORT SERVICES**

References in this manual to "Central Office" refer to "It's About Kids" Support Services.

**DEFINITIONS****TEACHER**

Except for referenced statutes which specify a different definition for the purposes of those statutes, in this manual the term teacher shall refer to any person, other than the Superintendent, for whom teacher certification is required as a basis for employment.

**HUSBAND AND WIFE**

The term husband and wife, as used in the policy manual, shall be deemed to include a spouse in a legally recognized marriage unless the context otherwise requires.

**PARENT OR GUARDIAN**

Parent, as used in this manual, means parent, legal guardian, or other person authorized by law to act as a parent as the context requires.

**GENDER**

Unless otherwise noted, all gender references include both male and female.

**CHILDREN AND YOUTH WITH DISABILITIES**

In compliance with federal law and unless otherwise indicated, use of the terms "handicapped/exceptional/special education" shall refer to children and youth with disabilities.

**CALENDAR DAY**

Each day appearing on a standard calendar.

**SCHOOL NUTRITION PROGRAM**

Use of the term "food service" shall also refer to the District's School Nutrition Program.

**STUDENT ATTENDANCE DAY**

Unless otherwise noted, use of the term "instructional day" shall have the same meaning as "student attendance day".

**HEALTH PROVIDER**

Unless otherwise noted, the terms "health care provider" and "health care practitioner" have the same meaning.

**CHARTER SCHOOL**

Use of the term "charter school" means a public charter school.

**CHARTER SCHOOL AUTHORIZER**

A local board of education as defined in KRS 161.1590.

**REFERENCES**

Legal references listed in this manual, such as state and federal statutes and regulations, Kentucky Attorney General Opinions, and court cases are provided as a tool for additional research and are not intended to be viewed as a complete listing of legal resources applicable to a particular topic.

Formatted: policytext



POWERS AND DUTIES OF THE BOARD

01.0  
(CONTINUED)

**DEFINITIONS**

**REFERENCES:**

<sup>1</sup>KRS 157.320; [102 KAR 1:036](#); [702 KAR 1:035](#)  
~~<sup>1</sup>102 KAR 1:036~~  
~~<sup>1</sup>702 KAR 1:035~~  
KRS 158.144  
KRS 160.290;~~5~~ KRS 160.340;~~5~~ KRS 160.345; KRS 405.028  
[KRS 161.1590](#)  
[701 KAR 8:010](#); [701 KAR 8:020](#); [701 KAR 8:030](#); [701 KAR 8:040](#)  
~~702 KAR 6:010;<sup>5</sup> 702 KAR 6:020;<sup>5</sup> 702 KAR 6:040~~  
~~702 KAR 6:045;<sup>5</sup> 702 KAR 6:075;<sup>5</sup> 702 KAR 6:090~~

**RELATED POLICY:**

03.2332

Formatted: Reference, Left, Indent: Left: 0"

Formatted: Reference

LEGAL: HB 158 AMENDS KRS 18A.205 AND KRS 18A.210 TO PERMIT BOARD MEMBERS TO PURCHASE LIFE INSURANCE IF OFFERED AS PART OF A GROUP PLAN BY THE LOCAL BOARD OF EDUCATION.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## 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.<sup>1</sup>

#### **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.

#### **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.<sup>11</sup>

#### **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.<sup>1</sup>

#### **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.<sup>1</sup>

#### **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.

**General Powers and Duties of the Board****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.<sup>2</sup>

**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.<sup>3</sup> 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.<sup>4</sup> 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.<sup>9</sup>

As long as they pay the full cost of premiums required, Board members may choose to participate in any [group life insurance](#)<sup>12</sup> or any group medical or dental insurance provided by the District for employees.<sup>10</sup>

Formatted: Superscript

**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.<sup>5</sup>

**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.<sup>6</sup>

**LEVY OF TAX RATES**

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

**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.<sup>8</sup>

**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.<sup>4</sup>

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:**

<sup>1</sup>KRS 160.290

<sup>2</sup>KRS 160.300

<sup>3</sup>KRS 160.310

<sup>4</sup>KRS 160.160

<sup>5</sup>KRS 160.330

<sup>6</sup>KRS 160.340

<sup>7</sup>KRS 160.470

<sup>8</sup>KRS 160.540

<sup>9</sup>KRS 160.345

<sup>10</sup>KRS 160.280

<sup>11</sup>KRS 156.108; KRS 160.107; KRS 160.346; 701 KAR 5:140

<sup>12</sup>[KRS 18A.205; KRS 18A.210](#)

KRS Chapter 45

KRS 116.200; KRS 156.072; KRS 156.160

KRS 160.1590; KRS 160.1592; KRS 160.1593; KRS 160.1594; KRS 160.1595

KRS 160.1599; 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

**RELATED POLICIES:**

01.41; 01.5; 01.7

03.124; 03.224; 04.31; 04.92

Formatted: Superscript

LEGAL: REVISIONS TO 703 KAR 5:225 REQUIRE LOCAL BOARDS TO APPROVE THE CDIP BY JANUARY 1 OF EACH SCHOOL YEAR.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 366 AMENDS KRS 160.463 TO INCLUDE INFORMATION FOR PUBLICATION OF SCHOOL REPORT CARDS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## 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. [The structure of the CDIP shall include completion of the Continuous Improvement Diagnostic between August 1 and October 1 of each school year and completion of the needs assessment between October 1 and November 1 of each school year.](#)

#### **BOARD APPROVAL**

[The Board shall. The plan shall be completed between November 1 and January 1 of each school year and presented to the Board for approval annually approve the CDIP.](#)

[The Superintendent shall submit required assurances to the Kentucky Department of Education no later than September 30 of each year.](#)

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.

[If the Board determines that a school has not met its target to reduce the identified group in student achievement for a group of students, the Board shall require the council, or the Principal if no council exists, to submit its revisions to the school improvement plan describing the use of the professional development funds and funds allocated for continuing education to reduce the school's achievement gap for review and approval by the Superintendent. The plan shall address how the school will meet the academic needs of the students in the various gap groups.](#)

#### **IMPLEMENTATION**

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.

Formatted: sideheading

Formatted: Default Paragraph Font

Formatted: sideheading

**District Improvement Planning****DISTRICT REPORT CARDS**

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.

As outlined in KRS 1604.463, a copy of the report card is to be publicized by one of the following methods:

- a. In the newspaper of the largest general circulation in the county;
- b. Electronically on a website of the District; or
- c. By printed copy at a prearranged site at the main branch of the public library within the District.

If b or c above is selected, the Superintendent shall cause notification to be published in the newspaper with largest circulation in the county that includes the electronic address of the website or the address of the library where the report card can be viewed by the public.

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.~~

**REFERENCES:**

KRS 156.500  
KRS 158.6453; KRS 158.649  
KRS 160.290; KRS 160.340; KRS 160.345; KRS 160.463  
703 KAR 5:140; 703 KAR 5:225; 703 KAR 5:280; 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: BOARD MEMBER QUALIFICATIONS ARE ESTABLISHED BY APPLICABLE PROVISIONS OF THE KENTUCKY CONSTITUTION AND KENTUCKY STATUTES. CHANGES TO KRS 160.180 AFFECT BOARD MEMBER QUALIFICATIONS.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.2

### **Board Member Qualifications**

#### **ELIGIBILITY**

Board member qualifications are established by applicable provisions of the Kentucky Constitution and Kentucky Statutes. These specific provisions prevail over the following general description. To be eligible for membership on the Board, a person must meet the following qualifications:<sup>1</sup>

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 division or district (in the case of independent school districts) for which s/he is elected;<sup>2</sup>
4. Has completed at least the twelfth grade or has been issued a High School Equivalency Diploma;
5. Cannot hold any elective federal, state, county, or city office, a state office requiring the constitutional oath, serve as an officer or employee of a city or county, hold a federal office of "trust or profit," or serve as an appointed officer of a special purpose governmental entity with taxation authority unless specifically authorized by statute;
- ~~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;~~
- ~~8.6.~~ As of the date of election, H 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;
- ~~9.7.~~ Has never been removed from membership on a Board of Education for cause; and
- ~~10.8.~~ 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:**

<sup>1</sup>Kentucky Constitution Sections 165, 237; KRS 61.080; KRS 160.180

<sup>2</sup>Moore v. Tiller, KY., 409 S.W. 2d 813 (1966)

OAG 80-234; OAG 88-35

Formatted: ksba normal

Formatted: ksba normal, Not Expanded by / Condensed by

Formatted: ksba normal, Not Expanded by / Condensed by

Formatted: ksba normal

LEGAL: HB 592 AMENDS KRS 61.826 TO ALLOW CLOSED SESSIONS TO BE CONDUCTED THROUGH VIDEO TELECONFERENCE AND PRECISELY IDENTIFY THE PRIMARY LOCATION OF THE VIDEO TELECONFERENCE WHERE ALL MEMBERS CAN BE SEEN AND HEARD AND THE PUBLIC MAY ATTEND IN ACCORDANCE WITH KRS 61.840.  
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.<sup>1 & 4</sup>

#### **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.<sup>2</sup>

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.<sup>3</sup>

#### **VIDEO TELECONFERENCES**

Under extraordinary circumstances, as determined by the Chair in consultation with the Superintendent, the Board may conduct its meeting by video teleconference (including closed sessions). 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 location of the video teleconference where all members can be seen and heard and the public may attend in accordance with KRS 61.840.

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

#### **REFERENCES:**

<sup>1</sup>KRS 160.270

<sup>2</sup>KRS 61.820; OAG 78-274; OAG 78-614

<sup>3</sup>KRS 61.810

<sup>4</sup>92-OMD-1677; 04-OMD-056

KRS 61.826; KRS 61.840; KRS 158.070

17-OMD-148

#### **RELATED POLICIES:**

01.421; 01.43; 01.44

08.3; 08.31



LEGAL: HB 592 AMENDS KRS 61.826 TO ALLOW CLOSED SESSIONS TO BE CONDUCTED THROUGH VIDEO TELECONFERENCE.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.43

### Closed Sessions

#### AUTHORIZATION

The Board may at any meeting go into closed session to discuss any matters which it may lawfully discuss at a closed meeting.<sup>1</sup>

#### REQUIREMENTS

Except as provided under KRS 61.810, the following requirements shall be met as a condition for conducting closed session:

1. Notice shall be given in open meetings of the general nature of the business to be discussed in closed session, the reason for the closed session, and the specific provision of KRS 61.810 authorizing the closed session;
2. Closed sessions may be held only after a motion is made and carried by a majority vote in open, public session;
3. No final action may be taken at a closed session, except as permitted by law;<sup>2</sup>
4. No matters may be discussed at a closed session other than those publicly announced prior to convening the closed session.<sup>3</sup>

Closed sessions by video teleconference may be held in properly noticed meetings as provided in KRS 61.826.<sup>4</sup>

#### SERIAL MEETINGS PROHIBITED

No series of meetings of less than a quorum of the Board, where those attending one or more meetings collectively constitute a quorum of the Board, may be held where the meetings are designed to avoid the requirements of the Open Meetings Law. Discussions between individual Board members may be held if the purpose of the discussion is to educate the members on specific issues.

#### REFERENCES:

<sup>1</sup>KRS 61.810

<sup>2</sup>OAG 81-135

<sup>3</sup>KRS 61.815

<sup>4</sup>KRS 61.826

15-OMD-090

Formatted: Not Superscript/ Subscript

Formatted: Space After: 0 pt

Formatted: ksba normal

LEGAL: 701 KAR 8:020 SETS NEW TRAINING REQUIREMENTS REGARDING CHARTER SCHOOLS. KDE HAS INDICATED THAT BOARD MEMBERS HAVE UNTIL DECEMBER 31, 2019 TO COMPLETE 12 HOURS OF CHARTER TRAINING AND TRACKING OF SAME WILL COMMENCE IN 2020.  
FINANCIAL IMPLICATIONS: COST OF OBTAINING TRAINING

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.83

### **In-Service Training**

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

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

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

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

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

**In-Service Training****IN-SERVICE TRAINING (SCHOOL BOARDS AS CHARTER SCHOOL AUTHORIZERS)**

School Board members shall participate in annual in-service training as follows:

1. Twelve (12) hours for an authorizer or member with zero (0) to eight (8) years of experience as an authorizer;
2. Competency-based annual in-service training;
  - a) In-service training toward the board member training requirements of KRS 160.180 may also count toward the required twelve (12) hours of charter school training, to the extent the requirements of both are met by training contents. The charter school training requirements shall include the following topics of authorizer responsibility and charter school formation and operation:
    1. Financial governance and transparency;
    2. Conflict of interest;
    3. Charter application;
    4. Charter school contracting;
    5. Charter school monitoring;
    6. Charter school renewal, nonrenewal, and revocation;
    7. Charter school closure;
    8. Ethics;
    9. Curriculum and instruction;
    10. Educational services provided for special needs, at risk, English learner, gifted, and other special population students; and
    11. Physical restraint and seclusion of students.
  - b) The training shall be approved by the Commissioner of Education.

Formatted: ksba normal, Not Small caps

Formatted: ksba normal

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: ksba normal

Formatted: ksba normal, Not Small caps

**ORIENTATION OF NEW BOARD MEMBERS**

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

POWERS AND DUTIES OF THE BOARD OF EDUCATION

A01.83  
(CONTINUED)

**In-Service Training**

**REFERENCES:**

<sup>1</sup>KRS 160.180

701 KAR 8:020

702 KAR 1:115

OAG 85-53; OAG 85-145

Formatted: ksba normal

LEGAL: CHARTER STATUTES AND REGULATIONS REQUIRE BOARDS AS AUTHORIZERS TO HAVE AN AUTHORIZATION PROCESS POLICY.

FINANCIAL IMPLICATIONS: DEPENDENT UPON AUTHORIZATION OF A CHARTER SCHOOL

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.91

### Authorization of Charter Schools

#### AUTHORIZATION

Approval of charter school applications shall be subject to the Board finding that the school described in the application meets statutory and regulatory requirements and is likely to improve student learning and achievement; that the applicant demonstrates the ability to operate the school in an educationally and fiscally sound manner; and that approval of the application will:

- Improve student learning outcomes by creating additional high-performing schools with high standards for student performance;
- Encourage the use of different, high-quality models of teaching, governing, scheduling, or other aspects of schooling that meet a variety of student needs;
- Close achievement gaps between high-performing and low-performing groups of public school students;
- Allow schools freedom and flexibility in exchange for exceptional levels of results-driven accountability;
- Increase high-quality educational opportunities within the public education system for all students, especially those at risk of academic failure; and
- Provide students, parents, community members, and local entities with expanded opportunities for involvement in the public education system.

#### BOARD MISSION AND VISION FOR AUTHORIZING CHARTER SCHOOLS

The Board seeks to authorize high quality charter schools with innovative, unique, and effective academic programs that are designed to increase student performance and achievement in alignment with the strategic priorities of the Board as set forth in the District's vision, mission and strategic plans and is encouraged to give preference to applications that demonstrate the intent, capacity, and capability to provide comprehensive learning experiences to: (a) Students identified by the applicants as at risk of academic failure; and (b) Students with special needs as identified in their individualized education program as defined in KRS 158.281.

#### AUTHORIZER ORGANIZATIONAL CAPACITY

The Board shall allow the Superintendent/designee to file a letter of support or one objecting to approval of each charter application received based on substantial hardship that may result for the students who do not attend the charter school and shall allow comments at the public hearing from the Superintendent/designee if he or she has filed objections to the charter application. Any letter and supporting evidence filed by the Superintendent/designee must be published on the District website within three (3) days.

Formatted: ksba normal, Not Small caps

### Authorization of Charter Schools

#### AUTHORIZER ORGANIZATIONAL CAPACITY (CONTINUED)

The Board shall consult with the Superintendent/designee on the timeline for submission, review, decision, and appeal for a charter application and/or request for contract renewal. The Board shall require the Superintendent/designee to provide information and evidence regarding the academic performance of the students identified in the charter application as the targeted community and shall publish the information on the District website within three (3) days of submission by the Superintendent/designee.

With respect to charter school applications and monitoring of existing charter schools, the Board shall not execute or renew a charter school contract if fiscal jeopardy or failure to make consistent progress towards the stated objectives of the charter school is evident or a likely outcome. In addition, the Board shall not allow an existing charter school to operate in a manner that would jeopardize the learning, safety, or well-being of its students and shall take appropriate intervention as warranted, up to and including revocation of the charter contract.

The Board shall:

- Receive, review, and take final action concerning all properly submitted charter school applications within the timelines established by all applicable statutes and regulations and shall provide a copy of a submitted charter application to the resident local District Superintendent and to any other authorizer within three (3) days.
- Conduct a comprehensive analysis of the strengths and weaknesses of each charter school application.
- Develop, in cooperation with the applicant, a charter contract that complies with all applicable statutes and regulations, subject to approval of the Board and the Commissioner of Education.
- Submit all required reports to the Kentucky Department of Education within the required timeframe, as established by all applicable statutes and regulations.
- Monitor each charter school's progress towards the goals, objectives, and performance framework established in its charter contract, including but not limited to:
  - Taking reasonable measures to obtain charter school compliance with all applicable statutes and regulations, including, but not limited to, the Kentucky Open Records and Open Meetings laws.
  - Holding the board of directors and officers of the charter school accountable to the Board through student achievement, financial, governance, operational, and climate and culture data that shall be collected throughout the year and provided to the Board.
  - Monitoring the charter school's academic, fiscal, and operational health, as well as school climate and culture, through a transparent accountability system, to include periodic reporting, monitoring visits, and publication of reports via the websites of the Board and the charter school.

Formatted: sideheading

Formatted: ksba normal

Formatted: Justified, Space After: 6 pt, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5", Font Alignment: Auto

**Authorization of Charter Schools****AUTHORIZER ORGANIZATIONAL CAPACITY (CONTINUED)**

- Documenting, in writing, any discrepancies or deficiencies whether fiscal, educational, operational, or related to school climate and culture of the charter school and the steps and timelines developed by the charter school for correction and conduct additional monitoring. Copies of the documentation shall be provided to the charter school board of directors.
- Consider, as appropriate and required by law, amendments to as well as renewal, nonrenewal, and/or revocation of a charter contract.
- Publication of required information on the District website as well as each charter school's website, including but not limited to, the charter school's original application, charter contract, and any contract amendments.
- Compliance by each charter school with its charter contract.

**REFERENCES:**

KRS 160.1590; KRS 160.1591; KRS 160.1592; KRS 160.1593; KRS 160.1594  
KRS 160.1595; KRS 160.1596; KRS 160.1597; KRS 160.1598; KRS 160.1599  
701 KAR 8:010; 701 KAR 8:020; 701 KAR 8:030; 701 KAR 8:040

**RELATED POLICIES:**

01.11; 01.911; 01.9111; 01.912; 01.913; 01.914

LEGAL: CHARTER STATUTES AND REGULATIONS REQUIRE BOARDS AS AUTHORIZERS TO HAVE AN APPLICATION PROCESS POLICY. NOTE: THE OCTOBER 30 DATE CORRESPONDS WITH THE REGULATORY DEADLINE THAT APPLIES IN THE CASE OF CONVERSION CHARTER SCHOOLS. STATUTES/REGULATIONS DO NOT OFFER A DEADLINE FOR OTHER CHARTER APPLICATIONS SO THE DISTRICT MAY WISH TO EXPLORE OTHER OPTIONS.  
FINANCIAL IMPLICATIONS: DEPENDENT UPON AUTHORIZATION OF A CHARTER SCHOOL

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.911

### Charter School Application Process

#### APPLICATION PROCESS

Eligibility: An application to establish a charter school may be submitted to the Board by teachers, parents, school administrators, community residents, public organizations, nonprofit organizations, or a combination thereof. The Board shall accept and document the date and time of receipt of all charter school applications.

A charter school approved by the Board shall be nonsectarian in its organizational structure and operations. A charter school approved by the Board shall not discriminate against any student, employee, or any other person on the basis of ethnicity, religion, national origin, sex, disability, special needs, athletic ability, academic ability or any other ground that would be unlawful if done by a public school. A charter school approved by the Board may serve any grade or combination of grades from kindergarten through grade twelve (12).

Application: For a charter school application to be considered complete, the application (i) shall be submitted on the form of Kentucky Charter School Application as incorporated by reference in 701 KAR 8:020, (ii) shall satisfy the requirements of KRS 160.1593 and 701 KAR 8:020, and (iii) shall satisfy the requirements of the District. Incomplete applications shall be denied. An applicant shall be provided a detailed account of any deficiency in the application and shall be permitted ten (10) calendar days after receipt of such account to remedy the deficiency. If supplemental information is not provided to remedy the deficiency, or the supplemental information provided is not sufficient, the application shall be denied by the Board.

Request for Charter School Applications: The request shall contain all information that will enable an applicant to submit a complete application to the Board, including but not limited to the form of Kentucky Charter School Application, a description of specific evidences to be provided by the applicant, a Scoring Rubric, and any additional information required by the Board.

An applicant shall complete and file the application on or before October 30.

Capacity: In order for an application to be approved, the applicant must demonstrate the capacity of the applicant's board of directors to operate a high-quality charter school as set forth in the performance contracting requirements. If an applicant intends to contract with an education management organization to operate all or parts of the proposed charter school, the applicant must demonstrate the ability of the applicant's board of directors to operate at arms' length from the education management organization as required in the Kentucky Charter School Application and Addendum.



### **Charter School Application Process**

#### **APPLICATION PROCESS (CONTINUED)**

Charter Authorization: The Board shall approve only a charter school application that has been properly and timely submitted and that demonstrates a strong capacity to establish and sustainably operate a charter school that will provide high quality learning opportunities for all of its students and which satisfies the criteria for approval described in Policy 01.91. The Board shall review the Superintendent's recommendation and related materials and shall by majority vote approve or deny an application within sixty (60) days after the applicant's timely submission. The Board shall not approve a charter application unless the application meets all legal requirements. The Board shall only approve initial charter contracts with a term of five (5) years in length. Within five (5) days of an approval, the Board shall submit the approved charter application to the Commissioner of Education for review and approval.

Appeal: Following any decision to deny an application, the applicant may submit a notice of appeal to the Board and the Kentucky Board of Education. The notice of appeal shall be filed within thirty (30) days after the Board's decision to deny the application. The notice of appeal must comply with the requirements of KRS 160.1595 and 701 KAR 8:030. The requirements for the notice of appeal shall be posted on the District website.<sup>2</sup>

Conversion Charter Schools: The Board may by a majority vote designate an existing school within the District not scheduled for closure to be converted to a charter school. The processes for submission of a conversion application, community input, the Board's review and vote, the transfer of management and operations of a conversion charter school, and the transition of employees shall adhere to the requirements of KRS 160.1599 and 701 KAR 8:040. The requirements for petitioners advocating for conversion of an existing school within the District shall be posted on the District website.<sup>3</sup>

#### **REFERENCES:**

<sup>1</sup>KRS 160.1592; KRS 160.1593; KRS 160.1594; 701 KAR 8:020

<sup>2</sup>KRS 160.1595; 701 KAR 8:030

<sup>3</sup>KRS 160.1599; 701 KAR 8:040

#### **RELATED POLICIES:**

01.11; 01.91; 01.9111; 01.912; 01.913; 01.914

LEGAL: CHARTER STATUTES AND REGULATIONS REQUIRE BOARDS AS AUTHORIZERS TO HAVE A CONTRACT POLICY AND PROCEDURE.

FINANCIAL IMPLICATIONS: DEPENDENT UPON AUTHORIZATION OF A CHARTER SCHOOL

POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.9111

### **Charter School Contract**

Subject to completion of the charter school application process and prior to negotiating a charter contract with a charter school board of directors, the Board shall verify the charter school board of directors has registered as a non-profit business entity with the Kentucky Secretary of State pursuant to KRS 14A.

Negotiation and entry into a charter contract shall comply with state laws and regulations.

The contract, to be executed within seventy-five (75) days of final approval of an application, shall:

- Become the final authorization for the public charter school;
- Establish the academic and operational performance expectations and measures by which the charter school shall be evaluated; and
- Cover terms required by applicable statutes and regulations (e.g. KRS 160.1596 and 701 KAR 8:020).

The contract may include any other terms and conditions agreed to between the local Board and the charter board of directors but shall not include enrollment caps or operational requirements that place undue constraints on the charter school or which contradict charter school statutes.

#### **REFERENCES:**

KRS 160.1590; KRS 160.1591; KRS 160.1592; KRS 160.1593; KRS 160.1594  
KRS 160.1595; KRS 160.1596; KRS 160.1597; KRS 160.1598; KRS 160.1599  
701 KAR 8:010; 701 KAR 8:020; 701 KAR 8:030; 701 KAR 8:040

#### **RELATED POLICIES:**

01.11; 01.91; 01.911; 01.912; 01.913; 01.914

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: policytext

Formatted: Default Paragraph Font, Font:

LEGAL: CHARTER STATUTES AND REGULATIONS REQUIRE BOARDS AS AUTHORIZERS TO HAVE A PERFORMANCE MONITORING POLICY.

FINANCIAL IMPLICATIONS: DEPENDENT UPON AUTHORIZATION OF A CHARTER SCHOOL

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.912

### **Charter School Monitoring, Assessment, and Annual Reports**

#### **PERFORMANCE MONITORING**

The local Board may use the charter contract performance framework developed by the Kentucky Department of Education. The framework shall include academic, financial, and organizational frameworks and the following targets:

1. Student assessment and accountability;
2. Student graduation rates;
3. Student attendance rates;
4. Student admission and enrollment in postsecondary institutions; and
5. Other outcomes.

Where a charter school board of directors has governance over more than one (1) charter school and has failed to meet statutory requirements, the local Board shall begin an investigation to determine if the charter school board is in compliance with any charter contract(s) for other school(s) under the local Board's jurisdiction.

The local Board shall also monitor the performance of contracts between the charter board and any Educational Service Provider (ESP). If the local Board believes there is an issue with any aspect of performance of the charter contract or compliance with statutory or regulatory requirements, then the local Board shall begin an investigation.

Verification of an issue with any aspect of performance of the charter contract or compliance with statutory or regulatory requirements shall result in notification to the Commissioner by the local Board who may request assistance in addressing and remedying the issue. The local Board shall also notify the charter school of the issue and take necessary action, which may include unilateral imposition of conditions on the charter school, revocation, or nonrenewal of the charter contract. The local Board shall provide notice of such an issue and resolution to all charter school students, parents, persons with custody or charge, and the Kentucky Department of Education.

#### **FINANCIAL MONITORING**

The local Board shall at least monthly review the financial budget reports of the charter school.

If budget projects indicate the charter school's annual operating expenses may at any time during the school year cause annual operating revenues to fall below two percent (2%) of the total projected annual operating revenues in the school's approved budget, the charter school shall provide specific notice to the local Board and the local Board shall take the following action:

1. Require the school to implement a cash management plan approved by the local Board;

Formatted: ksba normal, Not Small caps

**Charter School Monitoring, Assessment, and Annual Reports****FINANCIAL MONITORING (CONTINUED)**

2. Begin a more in-depth review, and audit if necessary, of the school's financial budget reports, expenditures, and revenues;
3. Request financial management assistance for the charter school from the Department; and
4. Restrict the school's expenditures and obtain the local Board's approval prior to expenditure of school funds for the remainder of the year.

If the school defaults on a financial obligation or if the local Board suspects the school may close prior to the end of the school year or the charter contract term, the local Board shall take the following action:

1. Consult with the Commissioner of Education;
2. Communicate with the charter school board to determine the need for charter contract revocation;
3. Commence the same action as required as if annual operating revenues fall below the two percent (2%) of total projected operating revenue;
4. Review closure protocol and charter contract termination provisions and communicate such with the charter board; and
5. Notify students and resident local school districts as soon as necessary to ensure they are provided adequate preparation time for student transition and to provide free and appropriate public education to any returning students.

**REFERENCES:**

KRS 160.1590; KRS 160.1591; KRS 160.1592; KRS 160.1593; KRS 160.1594  
KRS 160.1595; KRS 160.1596; KRS 160.1597; KRS 160.1598; KRS 160.1599

**RELATED POLICIES:**

01.0; 01.11; 01.6; 01.61; 01.61  
01.91; 01.911; 01.9111; 01.913; 01.914

Formatted: ksba normal

Formatted: ksba normal, Small caps

Formatted: Space After: 6 pt

LEGAL: CHARTER STATUTES AND REGULATIONS REQUIRE BOARDS AS AUTHORIZERS TO HAVE A POLICY REGARDING RENEWAL, NONRENEWAL, REVOCATION, AND CLOSURE.  
FINANCIAL IMPLICATIONS: DEPENDENT UPON AUTHORIZATION OF A CHARTER SCHOOL

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.913

### Charter School Renewal, Non-Renewal, Revocation, and Closure

#### CONTRACT RENEWAL, NON-RENEWAL, AND REVOCATION

The local Board shall not approve an application, contract with, or renew a contract with a charter school board of directors for a charter school that does not:

- a. Operate a breakfast program under the 42 U.S.C. 1773, as amended (CNA), and a lunch program under 42 U.S.C. 1751 et seq. (NSLA); or
- b. Operate a breakfast and lunch program with provision of meals at no cost to students who qualify for free meals under the CAN and NSLA and with the provision of meals at a reduced cost to students who qualify for reduced price meals under the CAN and NSLA; or
- c. Provide initial and continuing evidence and assurances of the charter school's financial solvency and financial sustainability, as demonstrated initially by the financial plan in the charter application, to cover the expenses of start-up or conversion, operation, and any foreseen or unforeseen closure of the charter school during the fiscal year or during the contract term.

The local Board shall also require:

- a. Inclusion of at least two (2) local school District resident parents or persons with custody or charge of local school District resident students who will attend the charter school on the charter school board of directors;
- b. That any exercise of the charter school board of directors authority to incur debt in anticipation of receipt of funds or encumber assets for loans and extensions of credit is permitted only as allowed for the local Board per KRS 160.540; and
- c. Participation of all members of the charter board in annual training requirements, approved by the Commissioner of the Education on topics required by state law and regulations.

The charter board or any education service provider shall provide to the local Board information and copies of all records of:

- a. Use of the Individual with Disabilities Education Act dispute resolution procedures, 707 KAR 1:340;
- b. Use of physical restraint or seclusion of charter school students;
- c. Allegations received or substantiated of violation of any health, safety, civil rights, and disability rights of students, staff, or parents or persons with custody or charge.
- d. Attendance records and data at least monthly during the school year.

The charter board shall adhere to any prohibitions and/or restrictions on expenditure of school resources and funds as required in state laws and statutes. The charter board shall obtain written consent of the local Board and amendment of the charter contract prior to any addition to or moving of any location of the charter school.

Formatted: sideheading

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

**Charter School Renewal, Non-Renewal, Revocation, and Closure****CONTRACT RENEWAL, NON-RENEWAL, AND REVOCATION (CONTINUED)**

The charter school shall provide reports to the local Board on student enrollment and attendance at least twice a month. The local Board shall require continuous enrollment at the charter school of at least eighty percent (80%) of the charter contract minimum student enrollment requirements. The local Board shall monitor the reports. Failure of the charter school to maintain the minimum enrollment requirements shall result in immediate review by the local Board of:

Formatted: ksba normal

1. The charter school's operations;
2. The charter school's financial solvency and financial sustainability through the end of the school year and the end of the charter contract term;
3. Potential for closure;
4. Violation of the charter contract; and
5. The need for imposition of unilateral conditions, amendment, non-renewal, or revocation of the charter contract, or immediate revocation of the charter contract pursuant to KRS 160.1598.<sup>1</sup>

Formatted: policytext, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: ksba normal, Superscript

The local Board shall revoke or non-renew a charter school contract if the Commissioner of Education has determined a member of the charter board, or an education service provider at the direction of a charter board member, or an employee at the direction of a board member, has knowingly violated 703 KAR 5:080 or KRS 160.1592 related to performance framework of the charter contract or the state accountability system.

The local Board shall remove a member of a charter school board of directors that has been convicted of a crime described in KRS 61.040 and remove any or all of the members of the charter school board in connection with ensuring a smooth and orderly closure when the member(s) threaten the health, safety, civil rights, or disability rights of the students or the community pursuant to KRS 160.1598.<sup>1</sup> This removal authority may be confirmed in charter school corporate governance documents or the charter contract.

Formatted: policytext

Formatted: ksba normal, Not Superscript/ Subscript

Formatted: ksba normal, Not Superscript/ Subscript

Formatted: ksba normal, Not Superscript/ Subscript

Formatted: ksba normal

Prior to renewing a charter school contract, the local Board shall hold a public hearing in the resident local school District and allow oral or written comments at the hearing as well as written comments to be submitted prior the hearing. The local Board shall allow comment by the resident Superintendent who has filed an objection to the charter application.

**CLOSURE**

The charter school shall provide contact information and resident local school district information for all parents, persons with custody or charge, adult students, and emancipated youth students to the local Board. Notification to these parties by the charter school shall include:

Formatted: ksba normal

1. The closure decision and closure process;
2. Information on student instruction and reassignment;
3. Information on courses, levels, and credits completed by the student;

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: ksba normal

Formatted: ksba normal

**Charter School Renewal, Non-Renewal, Revocation, and Closure****CLOSURE (CONTINUED)**

4. Information on the process for obtaining a copy of the student's education records; and
5. Contact information for additional information.

**Formatted:** ksba normal

The charter school notification to the resident local school district(s) and the department shall include:

1. The closure decision and closure process;
2. The closure timeline and dates;
3. Information on student instruction and reassignment;
4. Employment, payroll, and benefits information;
5. Transfer of federal and state funds and assets according to the federal and state requirements; and
6. Contact information for additional information.

**Formatted:** ksba normal**Formatted:** Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"**Formatted:** ksba normal

Additional and final charter school notification to parents and resident local school district(s) shall include:

1. Information on the existence and role of any appeal of the closure;
2. Identifying the last student day;
3. Detailing end of the year activities and transition activities for students; and
4. Providing information and assistance for reassignment of students.

The local Board's charter school closure protocol shall also include notification and reporting requirements regarding financial records and accounting and other requirements for the charter school as applicable in state laws and regulations.

**Formatted:** policytext**Formatted:** ksba normal**Formatted:** ksba normal**REFERENCES:**

<sup>1</sup>701 KAR 8:020  
KRS 160.1590; KRS 160.1591; KRS 160.1592; KRS 160.1593; KRS 160.1594  
KRS 160.1595; KRS 160.1596; KRS 160.1597; KRS 160.1598; KRS 160.1599  
KRS 160.540  
701 KAR 8:010; 8:030; 08.040  
707 KAR 1:340  
42 U.S.C. 1751 et seq.; 42 U.S.C. 1773

**Formatted:** ksba normal, Superscript**RELATED POLICIES:**

01.11; 01.91; 01.911; 01.9111; 01.912; 01.914

**Formatted:** Reference

LEGAL: POTENTIAL CONVERSION OF A PUBLIC SCHOOL TO A PUBLIC CHARTER SCHOOL IS COVERED IN KRS 160.1599 AND 704 KAR 8:040.

FINANCIAL IMPLICATIONS: DEPENDENT UPON AUTHORIZATION OF A CHARTER SCHOOL

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.914

### Conversion to Charter Schools

#### PETITION FOR CONVERSION

Public schools that are eligible for conversion to public charter schools through the petition process as indicated in statute, shall be published annually on the Kentucky Department of Education (KDE) website by school level.

Prior to circulation of a conversion petition, the petitioner shall file a notice of intent with the Board.

A valid application and petition for a conversion charter school shall be submitted to the Board on or before October 30 preceding the academic year in which students will be enrolled and no later than ninety (90) days after the date of the first signature on the petition.

Timelines and standards covering the submission, processing and action on notices of intent, petitions, and applications relating to the conversion of a public school to a public charter school are as set forth in KRS 160.1599 and 701 KAR 8:040.

#### CONVERSION

No conversion public charter school shall begin operation after the beginning of a school year.

Upon Board approval of the conversion of an existing public school to a public charter school or the completion of the petition process and meeting statutory and regulatory requirements including Board approval, the Superintendent shall:

1. Cause notice to be provided to resident students of the existing public school of the conversion including provide information regarding student application to the conversion charter school during the time that information on other school programs within the District is provided;
2. Create, with the conversion charter school board of directors, a conversion plan including, but not limited to, timelines, roles, responsibilities, and notification requirements for the following:
  - a. Coordination of student application, lottery, enrollment, and transfer to and from the conversion charter school; and
  - b. Transfer of management and operation of the conversion charter school in the same public school facility for the school years included in the conversion charter school's operation under the charter school's contract.
3. Meet during the first year of the charter contract with the charter school board of directors to coordinate student application, lottery, enrollment, and transfer of students; and
4. Meet throughout the charter contract with the charter school board of directors regarding the usage and maintenance of the facility by the charter school board of directors.



### Conversion to Charter Schools

#### CONVERSION (CONTINUED)

Execution of a lease for the public school facility between the Board and the charter school entity through its board of directors is required prior to operation of a conversion public school.

Formatted: Font Alignment: Auto

#### RESIDENT STUDENTS NOT ATTENDING THE CONVERSION CHARTER SCHOOL

The District shall provide to the students and parents or guardians of students attending the existing public school but who choose not to attend the conversion charter school any information and plan the District uses to address their educational needs and placement.

#### OPERATION OF CONVERSION CHARTER SCHOOLS

The Board may renew, non-renew, revoke, or take other action regarding a conversion charter school as provided in KRS 160.1590 to KRS 160.1599, KRS 161.141, and 701 KAR 8:010 to 701 KAR 8:040.

With any closed conversion charter school reverting to its former status as a non-charter school, the Board shall solicit feedback on the future of the school from parents, guardians, adult students, and emancipated youth students prior to reversion.

#### REFERENCES:

KRS 160.1590; KRS 160.1591; KRS 160.1592; KRS 160.1593; KRS 160.1594  
KRS 160.1595; KRS 160.1596; KRS 160.1597; KRS 160.1598; KRS 160.1599  
KRS 161.141  
701 KAR 8:010; 701 KAR 8:020; 701 KAR 8:030; 701 KAR 8:040

Formatted: Space After: 6 pt

#### RELATED POLICIES:

01.0; 01.11; 01.6; 01.61; 01.91  
01.911; 01.9111; 01.912; 01.913

Formatted: sideheading

LEGAL: SB 236 (2017) AMENDED KRS 160.380 TO REQUIRE A SBDM COUNCIL PARENT MEMBER 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. SB 101 ALSO CHANGED THE DEFINITION OF RELATIVE. SB 101 (2018) HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

ADMINISTRATION

02.421

### **Election of School Council Members**

#### **GUIDELINES**

The following are guidelines to reflect the Board's recommended process for electing teacher and parent members to the school council:

#### **Election of Teacher Members**

Recommended:

Teachers assigned to a school shall organize the election to select teacher council members. Teachers may request the Principal to provide administrative assistance in preparing for the election.

Written notice of the meeting to elect teacher council members shall be given by the Principal to all faculty members assigned to the school at least five (5) school days in advance of the meeting.

Teachers may nominate themselves or another teacher. A written ballot containing the names of all qualified teachers nominated shall be prepared and kept on file with other council records. The teachers attending the meeting shall choose a chairperson to chair the meeting to elect teacher members to the council. For the purpose of electing teacher council members, a Principal or Assistant Principal may not vote or serve as a teacher council member. Voting shall be by the method selected by the teachers.

Itinerant teachers may vote at all schools to which they are assigned and may serve on the council of any of those schools.

The teacher(s) chosen by the faculty shall count the ballots and announce the results at the conclusion of the meeting.

Required by Law:

Kentucky law requires that teacher candidates be employees of the District and currently assigned to the school where they are elected as council member. Election shall be by majority vote of all teachers assigned to the school. Individual council positions will be filled as majority votes occur. Voting shall continue until all teacher members are elected.

Kentucky law prohibits teachers elected to a council from being involuntarily transferred during their term of office.

#### **Election of Parent Members**

Parents or legal guardians of students assigned to a school shall organize the election to select parent council members. They may request the Principal to provide administrative assistance required to conduct the election.

Required by Law:

The president of the parent-teacher organization shall organize and oversee the election of parent council members.

**Election of School Council Members****Election of Parent Members (continued)**

Kentucky law requires that parent council members be a parent, stepparent, or foster parent of a student to be enrolled in the school during the parent's term of council service. Parent shall also mean a person who has legal custody of a student pursuant to a court order and with whom the student resides. Parent council member shall not be an employee of the school in which that parent serves, nor shall the parent representative be an employee or relative of an employee in the District administrative offices. A parent representative shall not be a local Board member or Board member's spouse. Relative shall mean father, mother, brother, sister, wife, son, and daughter, ~~aunt, uncle, son-in-law or daughter-in-law~~.

A parent council member shall submit to a state and national fingerprint-supported criminal history background as required by KRS 160.380. In addition, the parent council member 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. Receipt of notice or verification of a finding of neglect or abuse shall subject the parent council member to removal under KRS 160.347. A parent member may serve prior to the receipt of the criminal history background check report, but shall be removed from the council on receipt by the District of a report documenting a record of a sex crime or criminal offense against a victim who is a minor as defined in KRS 17.500 or as a violent offender as defined in KRS 17.165 and no further procedures shall be required.

[Link to DPP-156 Central Registry Check and more information on the required Cabinet Letter:](http://manuals.sp.chfs.ky.gov/chapter30/33/Pages/3013RequestfromthePublicforCANChecksandCentralRegistryChecks.aspx)

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

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

**SCHOOLS WITHOUT PARENT TEACHER ORGANIZATION**

If the school does not have a parent teacher organization, the parents shall form a group of parents to set the date and time for an election of parent council members and shall provide notice of this meeting to parents.

**MINORITY REPRESENTATIVES**

If the council formed under the elections described above does not have a minority member, and the school has eight percent (8%) or greater enrollment of minority students, the Principal shall be responsible for carrying out the following:

1. The Principal shall organize a special election no sooner than ten (10) and no later than twenty (20) calendar days following the elections described above to elect a minority parent to the council by ballot. The Principal shall notify all parents of the date, time, and location of the election. The notice shall call for nominations of minority parents for the ballot. The election shall be conducted using the same procedures as the election of the two (2) other parent members of the council.
2. The Principal shall call a meeting of all teachers in the building within seven (7) days following the initial election of parent and teacher council members. The teachers shall select one (1) minority teacher to serve as a teacher member on the council. If no minority teacher chooses to serve on the council, then the additional teacher council position shall go unfilled.

However, if there are no minority teachers who are assigned to the school, an additional teacher member shall be elected by a majority of all teachers. Procedures for election of the teacher representative shall be the same as the procedures for election of the other three (3) teacher members of the council.

**Election of School Council Members****TERMS**

Terms of school council members shall be for one (1) year. A school council, once elected, may adopt a policy setting different terms of office for parent and teacher members subsequently elected. Annual elections for the following year's terms shall be held on a date set by the school council.

Term limitations shall not apply for a minority teacher member who is the only minority on faculty.

**COUNCIL ELECTIONS FOR NEW OR CONSOLIDATED SCHOOLS**

When a new school is opened or schools are consolidated, these guidelines shall be followed:

- If a school is scheduled to close at the end of the school year, there is no need to hold council elections for the upcoming school year.
- Council members of a school being consolidated with another school may not carry over a term of office to the newly consolidated school's council, but may stand for election if otherwise qualified.
- Following the opening of a new or consolidated school, elections shall be held to form a council.

**CONFLICT OF INTEREST**

Council members shall not have a conflict of interest pursuant to KRS Chapter 45A, except the salary paid to District employees.

**REMOVAL OF COUNCIL MEMBERS**

On recommendation of the Commissioner of Education and pursuant to statutory requirements, the Board may remove a council member for cause by a vote of four-fifths (4/5) of the Board's membership.

**VACANCIES**

Council vacancies shall be filled at a special called election, for which councils are encouraged to follow the recommended guidelines set forth in this policy. A vacancy is created when a teacher is no longer assigned to the school, a parent no longer has a child enrolled in the school, a member of the council has been removed pursuant to statutory requirements, or a member resigns.

Any parent or teacher representative elected to fill a vacancy shall serve only the remaining term of the council position he or she has been elected to fill.

**REFERENCES:**

KRS 17.165; KRS 17.500; KRS 156.132  
KRS 160.345; KRS 160.347; KRS 160.380  
701 KAR 5:100  
OAG 91-148; OAG 91-192; OAG 91-206  
OAG 92-88; OAG 93-49; OAG 94-41

LEGAL: REVISIONS TO 703 KAR 5:225 REQUIRE EACH SCHOOL TO APPROVE THE CSIP BY JANUARY 1 OF EACH SCHOOL YEAR.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 366 AMENDS KRS 160.463 TO INCLUDE INFORMATION FOR PUBLICATION OF SCHOOL REPORT CARDS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

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 structure of the CSIP shall include completion of the Continuous Improvement Diagnostic between August 1 and October 1 of each school year and completion of the needs assessment between October 1 and November 1 of each school year.

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) by January 1 of each school year.

- 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.

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

- 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.
- 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 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.

~~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.~~

As outlined in KRS 160.463, a copy of the report card is to be publicized by one of the following methods:

- a. In the newspaper of the largest general circulation in the county;
- b. Electronically on a website of the District; or
- ~~a-c.~~ By printed copy at a prearranged site at the main branch of the public library within the District.

**Comprehensive School Improvement Plan****SCHOOL REPORT CARDS (CONTINUED)**

If b or c above is selected, the Superintendent shall be directed to publish notification in the newspaper with the largest circulation in the county. The notification shall include the electronic address of the website or the address of the library where the report card can be viewed by the public.

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; [KRS 160.463](#)  
703 KAR 5:140; 703 KAR 5:225; [703 KAR 5:280](#)  
P. L. 114-95 (Every Student Succeeds Act of 2015)

**RELATED POLICIES:**

01.111; 02.432; 02.44

LEGAL: SB 101 AMENDS KRS 160.380 TO CHANGE THE THIRTY DAY VACANCY REQUIREMENTS TO FIFTEEN DAYS. SB 101 HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE. THE APPLICANT IS 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.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: SB 236 (2017) AMENDED KRS 160.380 TO REQUIRE EMPLOYEES TO REPORT TO THE SUPERINTENDENT WHEN THEY HAVE BEEN FOUND BY THE CABINET FOR HEALTH AND FAMILY SERVICES TO HAVE ABUSED OR NEGLECTED A CHILD. SB 101 (2018) HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF TERMINATION HEARINGS

## PERSONNEL

03.11

### - CERTIFIED PERSONNEL -

#### Hiring

##### SUPERINTENDENT'S RESPONSIBILITIES

When a vacancy occurs, the Superintendent shall notify the Chief State School Officer fifteen ~~(15)thirty (30)~~ days before the position is to be filled.

When a vacancy needs to be filled in less than fifteen (15) ~~thirty (30)~~ days to prevent disruption of necessary instructional or support services of the school district, the Superintendent may seek a waiver of the fifteen (15) ~~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.<sup>3</sup>

##### ELIGIBILITY

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

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

##### CRIMINAL BACKGROUND CHECK AND TESTING

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

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



### **Hiring**

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

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".<sup>4</sup>~~

~~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, e~~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, e~~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, e~~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.

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

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

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

#### **REPORT TO SUPERINTENDENT**

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

**Hiring****HIRING OF RETIRED PERSONNEL**

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

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.<sup>1</sup>

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

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

Exception to the above is substitute personnel.

**JOB DESCRIPTION**

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

**Hiring****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:**

<sup>1</sup>KRS 160.380

<sup>2</sup>KRS 161.605; 702 KAR 1:150

<sup>3</sup>P. 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: SB 152 AMENDS KRS 157.390 TO ALLOW A DISTRICT TO HAVE DIFFERENTIATED COMPENSATION FOR TEACHERS EMPLOYED IN A SCHOOL THAT IS IDENTIFIED BY THE KENTUCKY DEPARTMENT OF EDUCATION AS BEING IN TARGETED OR COMPREHENSIVE SUPPORT AND IMPROVEMENT STATUS.

FINANCIAL IMPLICATIONS: COST OF HIGHER SALARIES

LEGAL: HB 366 AMENDS KRS 160.463 AND KRS 424.220 REMOVING THE REQUIREMENT FOR THE FACTUAL LIST OF INDIVIDUAL SALARIES TO BE FURNISHED TO A QUALIFIED NEWSPAPER.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.121

- CERTIFIED PERSONNEL -

### **Salaries**

#### **SINGLE-SALARY BASIS**

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

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

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

#### **EXTENDED EMPLOYMENT**

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

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

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

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

#### **EXTRA SERVICES, SUPPLEMENTS AND SUPERVISION**

The Board shall annually establish a schedule of compensation for extra services, and supervision. The Board may also establish a schedule of compensation for 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.

**Salaries****RANK AND EXPERIENCE (CONTINUED)**

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.

**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.

PERSONNEL

03.121  
(CONTINUED)

**Salaries**

**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: KRS 160.1592 REQUIRES A LOCAL BOARD TO GRANT A TWO-YEAR LEAVE OF ABSENCE TO TEACHERS UNDER CONTINUING SERVICE CONTRACTS WHO HAVE BEEN OFFERED EMPLOYMENT IN PUBLIC CHARTER SCHOOLS.

FINANCIAL IMPLICATIONS: HIRING ADDITIONAL PERSONNEL

DRAFT ALL NEW LANGUAGE 5/16/18

PERSONNEL

03.1235

Formatted: Centered

- CERTIFIED PERSONNEL -

### **Educational/Professional Leave**

#### **EDUCATIONAL/PROFESSIONAL PURPOSE**

Upon written request of a teacher or the Superintendent, the Board may grant leave (without pay) not to exceed two (2) consecutive years for educational or professional purposes. Leave may be granted for full-time attendance at universities or other training or professional activities approved by the Board when those activities are related to the employee's job or to other jobs an employee might hold in the school system. Leave will not be granted for part-time educational activities.

#### **EMPLOYMENT WITH A CHARTER SCHOOL**

The Board shall grant a two (2) year leave of absence (without pay) to a teacher under a continuing service contract who has been offered employment with a charter school. A teacher who submits a timely request for return to a teaching position in the District within the two (2) years of leave, shall be allowed to do so at the appropriate salary for their experience and educational level. After two (2) years on leave, the relationship between the teacher and the Board shall be determined by the Board and the Board shall notify the teacher of the decision.

Formatted: sideheading

Formatted: ksba normal, Font: Not Bold

Formatted: ksba normal, Font: Not Bold

Formatted: Font: Not Bold, Not Small caps

#### **CONVERSION Charter School**

A teacher with continuing status shall notify the District of the teacher's intent to work in the converted charter school or to return to employment with the District the next school year by April 15 of each year of the granted leave.

#### **LIMITATIONS**

No more than two percent (2%) of the certified employees may be on educational/professional leave at one time. When requests exceed two percent (2%), those submitting the earliest requests will be given first consideration.

#### **TIME OF APPLICATION**

Written application for educational/professional leave must be made at least sixty (60) days before the leave is to begin.

#### **NOTIFICATION OF RETURN**

Employees on educational/professional leave, including those on professional leave serving in charter schools, shall notify the Superintendent in writing of their intent to return to the school system on or before the date prescribed in Policy 03.123 or April 15 in the case of employees serving in conversion charter schools. Teachers working in charter schools during a second year of leave shall provide written notice by the applicable date to the Superintendent and the Board Chairperson. Employees who fail to notify the Superintendent of their return by the date prescribed in Policy 03.123 cannot be guaranteed employment for the following school year.

Formatted: Font: Not Bold, Not Small caps

PERSONNEL

03.1235

(CONTINUED)

### Educational/Professional Leave

#### PLACEMENT UPON RETURN

Employees taking an educational/professional leave will be entitled on return to a comparable position for which they are qualified. Placement in the same position or the same school cannot be guaranteed.

#### REFERENCES:

KRS 158.782; KRS 160.1592; KRS 161.770

701 KAR 8:040

OAG 79-106

OAG 84-43

OAG 91-134

#### RELATED POLICY:

03.123

Formatted: ksba normal, Font: Not Bold

Formatted: policytext+right



LEGAL: CHANGES TO 704 KAR 3:370 REQUIRE THE DISTRICT'S CERTIFIED EVALUATION PLAN TO UTILIZE THE KENTUCKY FRAMEWORK FOR PERSONNEL EVALUATION. ADDITIONAL CHANGES CLARIFY APPEAL LANGUAGE. CHECK FOR CONFORMITY WITH YOUR DISTRICT CERTIFIED EVALUATION PLAN.

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. The District's certified evaluation plan shall be aligned with the Kentucky Framework for Personnel Evaluation.<sup>1</sup>

### **PURPOSE**

The purpose of the personnel evaluation system shall be to: support and improve performance of all certified school personnel and to inform individual personnel decisions. The District certified evaluation plan for certified personnel assigned to the District level for purposes of evaluation shall be specific to the evaluatee's job category.

### **FREQUENCY OF SUMMATIVE EVALUATIONS**

At a minimum, summative evaluations shall occur annually for certified employees below the level of superintendent~~each teacher, or other professional~~ who ~~have~~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.

### **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.<sup>2</sup> Copies of formative evaluations shall be kept on file by the evaluator for a period of five (5) years.

### **Evaluation**

#### **APPEAL PANEL**

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

#### **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, at least five (5) days in advance of the hearing to review documents that are to be given to presented to the District evaluation appeals panel, the hearing committee reasonably in advance of the hearing~~ and may have representation of their choosing.

#### **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****REVISIONS TO PREVIOUSLY APPROVED DISTRICT EVALUATION PLAN**

If a revision adding or removing a source of evidence or changing a decision rule or calculation in the summative rating formula in the District's certified evaluation plan is made by the local certified evaluation committee, the revised certified evaluation plan shall be reviewed and approved by the Board. If the Board determines that changes do not meet the requirements of KRS 156.557, the certified evaluation plan shall be returned to the certified evaluation committee for revision. The 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:**

<sup>1</sup>KRS 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:**

<sup>2</sup>02.14; 03.15; 03.16  
~~02.14; 03.16~~

LEGAL: SB 101 AMENDS KRS 160.380 AND HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE. THE APPLICANT IS 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 AND REVISES DEFINITION OF RELATIVE.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: SB 236 (2017) AMENDED KRS 160.380 TO REQUIRE EMPLOYEES TO REPORT TO THE SUPERINTENDENT WHEN THEY HAVE BEEN FOUND BY THE CABINET FOR HEALTH AND FAMILY SERVICES TO HAVE ABUSED OR NEGLECTED A CHILD. SB 101 (2018) HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF TERMINATION HEARINGS

## 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.<sup>1 & 2</sup>

~~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".<sup>3</sup>~~

~~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,~~

~~e~~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."

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

~~As permitted by KRS 160.380, e~~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, e~~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.

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

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

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

**REPORT TO SUPERINTENDENT**

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

**HIRING OF RETIRED PERSONNEL**

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

**EDUCATIONAL REQUIREMENTS**

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

All paraprofessionals shall satisfy educational requirements specified by federal law.<sup>4</sup>

**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.

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal, Not Small caps

**Hiring****VACANCIES POSTED**

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

**APPLICATION**

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

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

**REVIEW OF APPLICATIONS**

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

**RELATIONSHIPS**

The Superintendent shall not employ a relative of a member of the Board 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.<sup>1</sup>

A relative of the Superintendent shall not be employed except as provided by KRS 160.380.<sup>1</sup>

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

Exception to the above is substitute personnel.

**EMERGENCY HIRING**

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

**JOB DESCRIPTION**

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

**AFFIRMATIVE ACTION PLAN**

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

**CONTRACT**

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

**Hiring****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:**

<sup>1</sup>KRS 160.380

<sup>2</sup>702 KAR 5:080

<sup>3</sup>KRS 161.011; Kentucky Local District Classification Plan; 13 KAR 3:030

<sup>4</sup>P. 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

LEGAL: HB 366 AMENDS KRS 160.463 AND KRS 424.220 REMOVING THE REQUIREMENT FOR THE FACTUAL LIST OF INDIVIDUAL SALARIES TO BE FURNISHED TO A QUALIFIED NEWSPAPER.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

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: SB 236 (2017) AMENDED KRS 160.380 TO REQUIRE EMPLOYEES TO REPORT TO THE SUPERINTENDENT WHEN THEY HAVE BEEN FOUND BY THE CABINET FOR HEALTH AND FAMILY SERVICES TO HAVE ABUSED OR NEGLECTED A CHILD AND AUTHORIZES DISCIPLINE FOR FAILURE TO REPORT. SB 101 (2018) HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF TERMINATION HEARINGS

PERSONNEL

03.27

**- CLASSIFIED PERSONNEL -**

**Discipline, Suspension and Dismissal of Classified Employees**

**DISCIPLINARY OPTIONS**

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

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

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

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

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

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

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

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

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

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

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

**Discipline, Suspension and Dismissal of Classified Employees**

**DUE PROCESS PROVISIONS (SUSPENSION WITHOUT PAY/TERMINATION)**

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

The Superintendent shall develop procedures to implement due process provisions.

**OTHER DISCIPLINARY ACTIONS**

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

**REFERENCES:**

<sup>1</sup>Americans with Disabilities Act  
42 U.S.C. Section §12111 et seq.; KRS Chapter 344  
KRS 160.380; KRS 160.390; KRS 161.011  
OAG 76-290; OAG 92-135, OAG 96-3  
Consolidated Omnibus Budget Reconciliation Act

**RELATED POLICIES:**

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

LEGAL: SB 101 AMENDS KRS 160.380 TO REQUIRE THAT THE APPLICANT IS 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. SB 101 HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.4

### **Substitute Teachers**

#### **QUALIFICATIONS**

All substitute teachers shall meet ~~background~~~~criminal~~ records check requirements (including a letter from the Cabinet for Health and Family services stating that there are no findings of substantiated child abuse or neglect on record) and medical examination requirements as specified in policies 03.11 and 03.111. In addition, substitutes serving in a position on a long-term/extended basis (more than twenty (20) days) must meet all certification requirements established by the Education Professional Standards Board.

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

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

#### **SUBSTITUTE LIST**

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

#### **RETIRED TEACHERS**

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

#### **HOURS OF DUTY**

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

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

#### **SUBSTITUTE SALARY AND PAYMENT SCHEDULE**

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

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

#### **EMPLOYMENT NOTIFICATION**

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

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

PERSONNEL

03.4  
(CONTINUED)

**Substitute Teachers**

**REFERENCES:**

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

**RELATED POLICIES:**

03.11<sup>25</sup>; 03.111<sup>25</sup>; 03.121

LEGAL: SB 236 (2017) AMENDED KRS 160.380 TO STATE THAT A SUPERINTENDENT WHO IS REQUIRING A BACKGROUND CHECK MAY ALSO REQUIRE THE VOLUNTEER 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. SB 101 (2018) HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.6

## Volunteers

### DEFINITION

Volunteers are persons who do not receive compensation for assisting in school or District programs. Volunteers are encouraged to use their time and effort to support school and District programs. The Superintendent shall develop procedures that encourage volunteers to assist in school and/or District programs and to facilitate effective communication with persons who volunteer.

Teacher education students or students enrolled in an educational institution who participate in observations and educational activities under direct supervision of a local school teacher or administrator in a public school shall not be considered volunteers.

### REQUIREMENTS

All volunteers shall provide assistance only under the direction and supervision of a member of the professional administrative and teaching staff.<sup>1</sup>

Volunteers who assist in the District on a scheduled or continuing basis shall be provided with the same liability insurance coverage as a District employee and shall be given written or verbal details of responsibilities and expectations.

### RECORDS CHECK

The District shall conduct, at District expense, a state criminal records check on all volunteers who have contact with students on a regularly scheduled and/or continuing basis, or who have supervisory responsibility for children at a school site or on school-sponsored trips.

Pursuant to KRS 160.380, the Superintendent/designee also may require volunteers to submit to a state and national criminal (fingerprint) history background check and 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.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

No volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check. The Superintendent may also require such a volunteer 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.

Formatted: Font: Not Bold

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

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

PERSONNEL

03.6  
(CONTINUED)

### **Volunteers**

#### **ORIENTATION**

The Superintendent/designee shall develop orientation materials to be provided to all volunteers who have contact with students on a regularly scheduled or continuing basis. These materials shall include, but not be limited to, pertinent policies and safety and emergency procedures.

#### **REFERENCES:**

<sup>1</sup>KRS 161.148  
KRS 160.380  
KRS 161.044

#### **RELATED POLICIES:**

03.5; 08.113; 08.1131



LEGAL: HB 200 (BUDGET BILL) ALLOWS FLEXIBILITY REGARDING THE MINIMUM RESERVE SUBJECT TO KBE APPROVAL INCREASED OVERSIGHT BY KDE IN THE WORKING BUDGET FOR DISTRICTS DURING THE 2018-19 AND 2019-2020 SCHOOL YEARS.  
FINANCIAL IMPLICATIONS: POSSIBLE INCREASED OPERATING FUNDS

## FISCAL MANAGEMENT

04.1

### **Budget Planning and Adoption**

#### **PLANNING**

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

#### **PREPARATION OF BUDGETS**

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

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

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

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

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

#### **NEW/ADDITIONAL BUDGET ALLOCATIONS**

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

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

**Budget Planning and Adoption****BUDGET TRANSFERS**

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

**BUDGET DEFICIT PROHIBITED**

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

**TIMELINE**

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

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

**REFERENCES:**

KRS 156.160<sub>;</sub> KRS 157.330<sub>;</sub> KRS 157.350<sub>;</sub> KRS 157.360  
KRS 157.440<sub>;</sub> KRS 160.370<sub>;</sub> KRS 160.390  
KRS 160.460<sub>;</sub> KRS 160.470<sub>;</sub> KRS 160.530<sub>;</sub> KRS 160.550<sub>;</sub> KRS 424.250<sub>;</sub>  
2018 Budget Bill  
702 KAR 3:100<sub>;</sub> 702 KAR 3:110<sub>;</sub> 702 KAR 3:246<sub>;</sub> OAG 67-510

**RELATED POLICIES:**

01.11; 02.4242; 02.4331; 04.91; 08.5

LEGAL: SB 236 (2017) AMENDED KRS 160.380 TO GENERALLY REQUIRE A CONTRACTOR WHO WORKS ON SCHOOL PREMISES DURING SCHOOL HOURS WHEN STUDENTS ARE PRESENT TO SUBMIT TO A NATIONAL AND STATE CRIMINAL BACKGROUND CHECK AND 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. THE SUPERINTENDENT MAY REQUIRE A CONTRACTOR WHO DOES NOT HAVE CONTACT WITH STUDENTS TO SUBMIT TO THE BACKGROUND CHECK AND TO PROVIDE THE LETTER. SB 101 (2018) HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## FISCAL MANAGEMENT

04.32

### **Bidding**

#### **AUTHORITY**

Bidding procedures shall conform to the Model Procurement Code, KRS 45A.345 - KRS 45A.460.<sup>1</sup> All contracts or purchases shall be awarded by competitive sealed bidding or competitive negotiation, both of which may include the use of a reverse auction, except as otherwise provided by law.<sup>2</sup>

All purchases of Kentucky Education Technology System (KETS) components shall adhere to KETS architectural standards and procedures.

The District may purchase supplies and/or equipment outside an established price contract of the federal government (GSA), the State Division of Purchases, a cooperative agency bid approved by the Board, or a District bid if:

1. The supplies and/or equipment meet the specifications of contracts awarded by the Division of Purchases, a federal agency (GSA), a cooperative agency, or a District bid;
2. The supplies and/or equipment are available for purchase at a lower price;
3. The purchase does not exceed \$2,500; and
4. The District's finance or purchasing officer has certified compliance with the first and second requirements.

The Fayette County Public School System (FCPS) promotes the participation of Minority, Women, and Veterans' Business Enterprises (MBE/WBE/VBE) as vendors and construction contractors. The FCPS Manager of Economic Development and Supplier Diversity shall annually track and report the inclusion and participation of minority-, women-, and veterans-owned businesses from all procurement contracts, projects and awards in an effort to reach the District's annual MBE/WBE/VBE goal from the District's annual spend.

Prior to purchase of education technology components defined in the master technology plan, the Department of Education must certify that the items to be purchased meet or exceed the specifications of components of the original equipment of manufacturers currently holding Kentucky price contracts.<sup>4</sup>

#### **FEDERAL AWARDS/CONFLICT OF INTEREST**

No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.<sup>8</sup>

**Bidding****FEDERAL AWARDS/CONFLICT OF INTEREST (CONTINUED)**

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. In determining whether an activity constitutes an impermissible acceptance of a gratuity or item of monetary value, the definition of “gratuity” (covering anything of more than fifty dollars [\$50] value) set forth in KRS 45A.445 shall apply. Violation of these standards may result in disciplinary action including, but not limited, to suspension, dismissal, or removal.

**ETHICAL STANDARDS**

To avoid conflicts that may arise during the decision-making process for procurement of services and products for the District, employees shall adhere to the ethical standards set out in KRS 45A.455.

**PREFERENCE FOR RESIDENT BIDDERS**

For all contracts funded in whole or in part by the District, the Board shall apply the reciprocal preference for resident bidders required by law. Geographical preferences relating to school nutrition service purchases may be utilized only as permitted by applicable federal law.<sup>8</sup>

**PRICE REDUCTIONS**

Price reductions may be accepted on supplies and/or equipment being offered by the vendor with whom a price agreement has been made if the supplies and/or equipment meet all terms and conditions specified in the price agreement except for price and if the price reduction is offered to all participants in the price agreement. Price reductions may be accepted even if the reduced price requires the purchase of a specified quantity of units different from the quantity stated in the original price agreement.

**SMALL PURCHASES**

District small purchase procedures may be used for any contract in which the aggregate amount does not exceed \$20,000.00.<sup>5</sup>

**ADVERTISEMENT OF BIDS**

Adequate public notice of invitations for bids shall be provided through posting via the District’s web-based procurement portal and on the Internet or publication in the legal section of the local newspaper.<sup>6</sup>

**WAIVER STIPULATION**

The Board shall reserve the right to waive defects and informalities in proposals, to reject or accept any proposal, and to award by item, combination of items or lot.

**RECORDING OF BIDS**

All bids meeting Board specifications shall be recorded in Board minutes. In the event the lowest bid is not accepted, the Board shall record in the minutes the reason for the rejection.<sup>7</sup>

**Bidding****BACKGROUND CHECK FOR CONTRACTORS**

The Superintendent shall require that a contractor who works on school premises during school hours when students are present to submit, at no expense to the District, to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation and 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 in keeping with KRS 160.380.

Formatted: Font: Not Bold

The Superintendent may require that a contractor who does not have contact with students to submit, at no expense to the District, to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation and 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. These provisions shall become part of the contractual obligation of the contractor and shall be reflected in the bid specifications, or, if the contract is not subject to bid requirements, in the negotiations with the contractor.

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

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

“Contractor” shall refer to any adult who is permitted access to school grounds pursuant to a current or prospective contractual agreement with the school, school board, school district, or school-affiliated entity, at times when students are present. The term “contractor” includes an employee of a contractor.<sup>9</sup>

**REFERENCES:**

<sup>1</sup>KRS 45A.343

<sup>2</sup>KRS 45A.070; KRS 160.290; KRS 45A.380

<sup>3</sup>KRS 160.303; 200 KAR 5:400; KRS 45A.494

<sup>4</sup>KRS 156.076

<sup>5</sup>KRS 45A.385

<sup>6</sup>KRS 45A.365

<sup>7</sup>702 KAR 3:135

<sup>8</sup>2 C.F.R. 200.318 KRS 160.380; OAG 79-501; OAG 82-170; OAG 82-407

<sup>9</sup> KRS 160.380

KRS 45A.343; KRS 45A.352; KRS 45A.345; KRS 45A.360; KRS 45A.365; KRS 45A.370

KRS 45A.420; KRS 45A.445; KRS 45A.455

KRS 45A.460; KRS 45A.620

KRS 65.027; KRS 160.151; KRS 162.070; KRS 164A.575; KRS 176.080

Kentucky Educational Technology Systems (KETS)

Formatted: ksba normal, Font: Not Bold, Not Highlight

**RELATED POLICIES:**

05.6; 06.4; 07.13

LEGAL: HB 366 AMENDS KRS 160.463 TO INCLUDE INFORMATION FOR PUBLICATION OF ANNUAL FINANCIAL REPORT.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: HB 200 (BUDGET BILL) INCLUDES INFORMATION FOR A FINANCIAL REPORT TO BE PREPARED AND PRESENTED TO THE LEGISLATIVE RESEARCH COMMISSION AND THE KENTUCKY DEPARTMENT OF EDUCATION BY DECEMBER 1 OF EACH FISCAL YEAR FOR THE PREVIOUS FISCAL YEAR.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## FISCAL MANAGEMENT

04.91

### Financial Statements and Reports

The Superintendent shall cause financial statements and annual financial reports to be produced and reported in accordance with ~~KRS 424.220~~KRS 160.431 and KRS 160.463 or applicable State provisions. Annual financial reports shall be posted on the District website as required by law.

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

The finance officer shall present a detailed monthly financial report for Board approval to include the previous month's revenues and expenditures of the District. Financial reports shall be posted on the District website as required by law.

The District shall submit a report to the Legislative Research Commission and the Kentucky Department of Education no later than December 1 of each fiscal year for the past fiscal year. The report shall include the following:

1. All expenses charged to Instruction, Student Support Services, Instructional Staff Support Services, District Administrative Support Services, School Administrative Support Services and Business Support Services delineated by the relevant subfunction codes, for the previous fiscal year;
2. A comparison of the previous fiscal year's expenses as detailed in #1 with the same expenses in the preceding fiscal year;
3. A detailed section explaining steps to reduce administrative expenditures while maintaining and expanding instructional expenditures; and
4. A copy of the District's policy for maintaining a reserve fund balance in compliance with appropriate government and accounting standards.

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

#### REFERENCES:

KRS 160.431

KRS 160.463

~~KRS 424.220~~

2018 Budget Bill

Governmental Accounting Standards Board

#### RELATED POLICY:

04.1

Formatted: ksba normal

RECOMMENDED: THIS CLARIFIES THAT THE PRINCIPAL HAS GENERAL OVERSIGHT OF SCHOOL PROPERTY AND REMOVES MINISTERIAL DUTY OF BEING “HELD RESPONSIBLE” FOR REASONABLE SECURITY.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

SCHOOL FACILITIES

05.5

### Security

#### DEVELOPMENT OF PLAN

The Superintendent shall develop and implement a plan ensuring the reasonable security of District property.

#### RESPONSIBILITY

The Principal ~~has general oversight shall be held responsible for the reasonable security of all school property under his or her supervision and shall use good judgment for the reasonable security of such property.~~

#### REFERENCE:

KRS 158.162

#### RELATED POLICY:

05.4

**Formatted:** ksba normal, Not Expanded by / Condensed by

**Formatted:** ksba normal, Not Expanded by / Condensed by

**Formatted:** ksba normal, Not Expanded by / Condensed by

LEGAL: THIS CLARIFIES THAT THE PRINCIPAL OR DESIGNEE SHALL HAVE AUTHORIZATION TO PERMIT A STUDENT TO BE DISCHARGED AT A LOCATION OTHER THAN THE REGULAR BUS STOP.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

TRANSPORTATION

06.33

### **Regular Bus Stops**

#### **DISCHARGE OF PUPILS**

The bus driver shall discharge pupils at their regularly scheduled stops only, except with written authorization from the Principal/[designee](#) to discharge a pupil at another established bus stop.<sup>1</sup> Preschool students shall be transported in accordance with applicable regulations.<sup>2</sup>

The Principal/[designee](#) shall have authorization from a child's parents before permitting discharge at an established bus stop other than the regular stop.

#### **REFERENCES:**

<sup>1</sup>702 KAR 5:080

<sup>2</sup>702 KAR 5:150

KRS 158.110

KRS 189.370

KRS 189.375

KRS 189.540



LEGAL: THIS CLARIFIES THAT THE PRINCIPAL HAS GENERAL AUTHORITY AND IS RESPONSIBLE FOR THE DISCIPLINE OF PUPILS WHO RIDE SCHOOL BUSES.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## TRANSPORTATION

06.34

### **Conduct on Bus**

#### **DEFINITION**

*Unsafe conditions* - Conditions that distract, or have the potential to distract, the driver or which, if permitted to continue, could lead to risk of injury to anyone on board the bus.

#### **PRINCIPAL ~~AUTHORITY~~RESPONSIBLE**

Consistent with the District Code of Acceptable Behavior and Discipline, the Principal/designee has the ultimate responsibility for ensuring that students understand and comply with existing rules and regulations applicable to the privilege of District-provided transportation has authority to discipline pupils who ride school buses.

#### **REPORTING OF VIOLATIONS**

Bus drivers shall ensure that each bus rider receives a copy of the "Rider Rules", or its equivalent, on the first day the student rides the bus. Once riders are informed of pertinent rules and regulations, drivers shall enforce compliance and report continued serious violations to the Principal using the MISCONDUCT REPORT FORM. Reports shall be delivered to the Principal the next school day.

#### **REMOVAL OF STUDENTS FROM THE BUS**

The driver is in charge of the bus, and his/her first responsibility shall be the safe transportation of the passengers. The driver is authorized to request that a student who is behaving in a threatening or violent manner or in such a way as to endanger the safety of other pupils on the bus be removed from the bus when the student cannot be corrected through oral instructions. A student removed from a bus shall be either returned to the school or to the central bus facility. Parents shall be notified to come to the appropriate location to pick up the student. The student may be transported home when parents do not have the ability to transport the student.<sup>1</sup>

In the event that one or more pupils are behaving in such a way as to endanger the safety of other pupils on the bus and the risk of injury would likely be increased by continuation of the route or waiting for assistance, the driver is authorized to order the offending pupils from the bus. (Ejecting a pupil from the bus shall be done only in the most extreme emergency circumstances, and, if possible, only after receiving the proper authority to do so and only in a populated area.) If the driver was unable to reach the Superintendent or designee prior to removing the student, he/she shall notify the Superintendent or designee at the first reasonable opportunity. Also, at the first reasonable opportunity, the Department of Transportation shall notify the Principal of the school where the pupil attends and the student's parent or legal guardian of the removal.

#### **WITHHOLDING OF RIDING PRIVILEGES**

Students removed from a school bus for creating an unsafe condition may have their bus riding privileges withheld by the Principal for up to ten (10) days, depending upon the nature of the unsafe condition. The Principal shall notify the parents in cases where bus-riding privileges have been withheld.

The Superintendent or designee may withhold bus-riding privileges up to the remainder of the school year.

**Conduct on Bus****RESTITUTION OF DAMAGES**

The parents or guardians may be held responsible for restitution of any damages, other than normal wear and tear, caused by a school bus rider.

**STUDENTS WITH DISABILITIES**

Misconduct by riders with identified disabilities shall be managed in accordance with the above provisions as modified by their Individual Education Plans (IEP).<sup>2</sup>

**REFERENCES:**

<sup>1</sup>~~702 KAR 5:030;~~ 702 KAR 5:080~~;~~ KRS 158.150

<sup>2</sup>P. L. 101-476; Individuals with Disabilities Education Improvement Act of 2004; Section 504 of Rehabilitation Act of 1973

KRS 158.110; KRS 160.705; 702 KAR 5:100

**RELATED POLICIES:**

09.226~~;~~ 09.425~~;~~ 09.434

## Gifted and Talented Students

### **DISTRICT PROVIDES**

The District shall formally identify students in grades four through twelve (4-12) for the District's services. Formal identification refers to the use of quantitative data along with qualitative and objective based data using state approved assessment instruments. Students in the primary program who display gifted or talented characteristics shall be selected through an informal process, be placed in a talent pool and receive services that allow continuous progress. Informal identification or selection refers to the use of qualitative and objective based data.

In compliance with applicable statutes and administrative regulations, the District shall provide appropriate multiple service options in an environment that addresses the abilities, interests, and needs of students eligible for services in one (1) or more of the following categories: general intellectual ability; specific academic aptitude; creative or divergent thinking; psychosocial or leadership skills; and visual or performing arts.

The definitions specified in 704 KAR 3:285 shall be used in the operation of the District's services for gifted and talented students.

### **GIFTED AND TALENTED IDENTIFICATION/DIAGNOSIS AND ELIGIBILITY**

704 KAR 3:285 Programs for the gifted and talented, mandates that students are identified as possessing demonstrated or potential ability to perform at an exceptionally high level in the areas of general intellectual aptitude, specific academic aptitude, creative or divergent thinking, psychosocial or leadership skills, or in the visual or performing arts. Primary students must be screened and selected as high potential learners for the Primary Talent Pool (PTP) and students in grades 4-12 can be formally identified for services in one or more of the gifted areas.

Formatted: ksba normal, No underline, Font color: Auto

- 1) Following testing, screening or a referral, teachers will collect the required pieces of evidence per area(s). Gifted referrals can be made by parents, teachers, students, other school staff members. A student must have at least three (3) valid and acceptable measures per each gifted category to identify strengths and gifted behaviors which indicate a need and eligibility for service options. The gifted resource teacher facilitates all screening and identification processes.
- 2) Students must obtain a 9th stanine score on a full scale standardized normed referenced mental ability test for the general intellectual area. In the Specific Academic Aptitude area. Students must obtain composite scores in the 9th stanine on a standardized normed referenced achievement test for each specific academic aptitude area. Students must also have at least two (2) additional valid evidence pieces per gifted area to make up a complete body of evidence using a combination of informal measures, formal measures and objective-based criteria. Evidences may include portfolios, recommendations, checklists of behaviors, surveys, questionnaires from teachers and parents, progress data, peer nominations and other anecdotal evidences which meet the requirements of 704 KAR 3:285.
  - a. For leadership, evidence must include the willingness or involvement for leadership in the class, school and community.
  - b. For visual and performing arts, evidence must include either a performance, a portfolio, or a recommendation.

Formatted: ksba normal, Font: (Default) Arial, No underline, Font color: Black

Formatted: Justified, Space After: 6 pt, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: ksba normal, Font: (Default) Arial, No underline, Font color: Black

Formatted: ksba normal, Font: (Default) Arial, No underline, Font color: Black

Formatted: ksba normal

Formatted: ksba normal, Font color: Black

Formatted: ksba normal, Font: (Default) Arial, No underline, Font color: Black

Formatted: Justified, Space After: 6 pt, Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

(CONTINUED)

## Gifted and Talented Students

### GIFTED AND TALENTED IDENTIFICATION (CONTINUED)

c. ~~For creativity, there must be evidence of creative thinking skills.~~

- 3) ~~Gifted Recommendation Committees (GRC) shall meet to analyze all data and evidence pieces to make the final gifted identification placement and to decide how services will best be delivered. Members include gifted personnel, teachers, administrators, counselors, special education teachers, and other personnel who formally identify and determine student placements through district policies as stated in 704 KAR 003:285. Meetings for new gifted identifications and testing opportunities will occur in December/January, and April/May.~~

In compliance with 704 KAR 3:285, the Superintendent/designee shall develop strategies to address identification and diagnosis of the strengths, behaviors and talents of these students. Determination of eligibility for gifted and talented services shall be based on the student's individual needs, interests and abilities and shall be designed to address environmental and cultural factors that may contribute to the student being overlooked, such as whether the student is economically, culturally or linguistically disadvantaged, has exceptionalities, is or underachieving, or is a member of a racial or ethnic minority or has a disability. When a student has any of the aforementioned factors they will fall under the Special Considerations category of 704 KAR 003:285. Students in this category will have alternative assessment opportunities including the use of non-verbal test assessments and subtests.

The District's plan for identifying gifted and talented students shall:

1. Employ a multi-faceted approach and utilize on-going and long-term assessment;
2. Be based on a variety of valid and reliable instruments ~~including to include both~~ informal, ~~and formal, and objective-based~~ measures using a balanced combination of criteria and other data specific to ~~each~~ category of giftedness, consistent with standards established by Kentucky Administrative Regulation.
3. Screen students for all ~~categories~~areas of giftedness as defined by KRS 157.200.

Based on data gathered by the District Associate Director ~~for of State and~~ Federal, State, and Magnet Programs (ADSF~~SMP~~) or gifted and talented education teacher, a Gifted Recommendation Committee ~~selection/placement committee~~ shall determine those students who are eligible for services and the level of the services to be provided. This committee shall consist of the Principal or designee, the gifted and talented education teacher, classroom teacher(s), teacher(s) of students with disabilities, counselor(s), and consulting professional(s), as appropriate.

~~The Superintendent shall appoint a District Gifted and Talented Advisory Committee that makes recommendations to the ADSFP concerning gifted and talented procedures including, but not limited to, identification, eligibility, and service options.~~

The District shall obtain parental or guardian permission before administering a test to the student not routinely administered to all students and used in formal identification. If it is determined that their child is eligible, parents/guardians also shall be notified annually of the services included in the gifted and talented student services plan (GSSP) and specific procedures to follow in requesting a change in services.

Formatted: sideheading

Formatted: ksba normal, Font: (Default) Arial, No underline, Font color: Black

Formatted: Justified, Space After: 6 pt, Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Justified, Space After: 6 pt, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: ksba normal

Formatted: ksba normal, Font: (Default) Arial, No underline, Font color: Black

Formatted: ksba normal, Font: (Default) Arial, No underline, Font color: Black

Formatted: ksba normal, Font: (Default) Arial, No underline, Font color: Black

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal, No underline, Font color: Auto

Formatted: ksba normal

Formatted: ksba normal, Font color: Auto

Formatted: ksba normal

**Gifted and Talented Students****SERVICES**

Gifted and talented students (Grades 4 - 12) shall be provided with a gifted and talented student services plan (GSSP) that meets requirements set out in administrative regulation.

Each school shall adjust its curriculum to meet the needs of gifted and talented students. Gifted and talented students shall be served in a manner that:

Expands, ~~and~~ extends, and differentiates the student's learning (in the area/s of identification) based on the standard curriculum;

Provides ~~flexible and differentiated curricular and extracurricular~~ grouping through either flexible and/or cluster group means for ~~and~~ differentiated curricular experiences commensurate with the student's interests, needs and abilities; and

Helps the student attain, to a high degree, the goals established by law and the Board.

Procedures and strategies to implement this policy shall include the following:

- ~~• A variety of appropriate options for grouping by ability, interest and/or need;~~
- Multiple service options reflecting continuous progress through a logical sequence of learning;
- Offering grouping opportunities through flexible and/or cluster grouping options to meet specific student's needs, abilities and interests,
- Means of obtaining parental/guardian input for use in determining appropriate services;
- A GSSP that provides for matching a formally identified gifted student's interests, needs, and abilities to differentiated service options; and
- A plan for reporting to parents or guardians, at least once each semester, regarding the child's progress related to the GSSP.

Neither the primary program, nor any grade level shall be served by only one (1) gifted education service option.

**PERSONNEL**

The Superintendent shall appoint a District (ADSF~~S~~SMP) who shall oversee the operation of the District's services, assist schools in implementing the provisions of this policy and administer the gifted and talented education services budget.

Teachers of gifted and talented students shall meet requirements for certificate endorsement or official approval as established in Kentucky Administrative Regulation. All other personnel working with gifted students shall be prepared through professional development to address the individual needs, interests and abilities of the students.

**PROGRAM EVALUATION**

The District (ADSF~~S~~SMP) shall coordinate an annual evaluation for compliance with state gifted regulations and in accordance reviewing disaggregated data to ensure all student populations are afforded equitable access to gifted and talented service. Data collected in the annual evaluation may be part of the school's needs assessment and included in their comprehensive school improvement planning to be shared with their SBDM councils and copied to the Board.

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal, No underline, Font color: Auto

Formatted: ksba normal, No underline

Formatted: Font color: Auto

Formatted: No underline, Font color: Auto

**Gifted and Talented Students**

**GRIEVANCES**

Students or parents who wish to file a grievance/request for consideration or appeal concerning the following areas may do so under the process outlined in administrative procedures:

1. The District's process for selecting students for talent pool services;
2. The District's process for formal identification of gifted and talented students; or
3. The appropriateness and/or adequacy of talent pool services or services addressed in a formally identified student services plan.

This policy and the procedures to implement it shall be made available for public inspection.

**REFERENCES:**

KRS 157.196; KRS 157.200; KRS 157.224  
KRS 157.230; KRS 158.6451; KRS 161.052; KRS 161.095  
16 KAR 2:110; 16 KAR 4:010  
704 KAR 3:285  
P. L. 114-95, (Every Student Succeeds Act of 2015)

**RELATED POLICY:**

09.126 (re requirements/exceptions for students from military families)

LEGAL: HB 3 CREATES A NEW CHAPTER OF KRS 158 REQUIRING DISTRICTS TO IMPLEMENT ESSENTIAL WORKPLACE ETHICS PROGRAMS THAT PROMOTE CHARACTERISTICS THAT ARE CRITICAL TO SUCCESS IN THE WORKPLACE. DISTRICTS ARE ALSO REQUIRED TO DESIGN, AND ADOPT A DIPLOMA, SEAL, CERTIFICATE TO AWARD STUDENTS OF THE ATTAINMENT OF SUCH. FINANCIAL IMPLICATIONS: COST OF DEVELOPING PROGRAM/AWARDS

CURRICULUM AND INSTRUCTION

08.1341

### Essential Workplace Programs

#### INDICATORS

Beginning with the 2019-2020 school year, the District shall implement essential workplace ethics programs that promote characteristics that are critical to success in the workplace. Each student in elementary, middle, and high school shall receive essential workplace ethics instruction that includes but is not limited to the following characteristics:

- a) Adaptability, including an openness to learning and problem solving, an ability to embrace new ways of doing things, and a capability for critical thinking;
- b) Diligence, including seeing a task through to completion;
- c) Initiative, including taking appropriate action when needed without waiting for direct instruction;
- d) Knowledge, including exhibiting an understanding of work-related information, the ability to apply that understanding to a job, and effectively explain the concepts to colleagues in reading, writing, mathematics, science, and technology as required by the job;
- e) Reliability, including showing up on time, wearing appropriate attire, self-control, motivation, and ethical behavior;
- f) Remaining drug free; and
- g) Working well with others, including effective communication skills, respect for different points of view and diversity of coworkers, the ability to cooperate and collaborate, enthusiasm, and the ability to provide appropriate leadership to or support for colleagues.

The District shall use these characteristics when creating or choosing an existing program. By January 1, 2019 and every two (2) years thereafter, the Board shall collaborate with the local workforce investment board, in conjunction with local economic development organizations and other economic, workforce, or industry organizations the workforce investment board deems necessary, to establish essential workplace ethics indicators for middle and high school students that are aligned with the characteristics listed above.

#### ATTAINMENT

The Board shall design and adopt a diploma seal, certificate, card, or other identifiable symbol to award students deemed as having minimally demonstrated attainment of the Board's essential workplace ethics indicators.

Formatted: sideheading

Formatted: ksba normal

Formatted: policytext, Numbered + Level: 1 +  
Numbering Style: a, b, c, ... + Start at: 1 + Alignment:  
Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: sideheading

Formatted: ksba normal

**Essential Workplace Programs**

**REPORTING REQUIREMENT**

By September 1, 2019, and every two (2) years thereafter, the Superintendent shall provide a report to the Commissioner of Education, in a format specified by the Commissioner, describing the District's essential work ethics programs and their implementation at each school.

**REFERENCE:**

KRS 158.1413

Formatted: sideheading

Formatted: ksba normal

Formatted: sideheading



LEGAL: THIS REVISES POLICY TO CONFORM WITH THE EVERY STUDENT SUCCEEDS ACT (ESSA),  
UNIFORM GUIDANCE, AND UPDATES REFERENCES TO SUCH.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## CURRICULUM AND INSTRUCTION

08.1345

### **Federal Programs Funding**

The Board may participate in federal programs which in the judgement of the administrative staff shall be beneficial to the total school program. All projects written to secure federal funds shall be on the recommendation of the Superintendent and approval of the Board.

In keeping with the requirements of ~~the Every Student Succeeds Act (ESSA)~~<sup>ESSIA<sup>+</sup></sup> and ~~EDGAR<sup>2</sup>~~, the ~~District Board~~ shall provide the Kentucky Department of Education with a written ~~assurance~~ assurance that the District has established and implemented:

1. A ~~District-wide~~ salary schedule ~~which applies to all instructional personnel;~~
2. ~~A policy to ensure E~~equivalence among schools in teachers, administrators, and ~~other staff/auxiliary personnel;~~ and
3. ~~A policy to ensure E~~equivalence among schools in the provision of curriculum materials and instructional supplies, ~~and~~  
~~—Parental consultation in project planning, implementation and evaluation.~~

The ~~District Board~~ shall comply with all federal and state certification requirements for alcohol and drug abuse education and prevention programs.

#### REFERENCES:

<sup>1</sup>~~Elementary and Secondary School Improvement Amendments~~

<sup>2</sup>~~Education Department General Administrative Regulations~~

~~20 USCA, Sec. 3801, et. seq.~~

~~704 KAR 3:290~~

704 KAR 3:292

~~-34 C.F.R. 200.53 Parts 75, 76, and 98~~

~~-P. L. 101-226~~

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

#### RELATED POLICIES:

01.11

03.13251; 03.23251

04.92

09.423

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

RECOMMENDED: THIS CLARIFIES THAT TO BE CONSISTENT WITH FERPA NOT ALL FAMILY MEMBERS HAVE ACCESS TO INDIVIDUAL TEST RESULTS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.13451

### **Title I - Parent 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 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.

#### **EXPECTATIONS FOR PARENT 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.

All comments indicating parent and family dissatisfaction with the Title I plan shall be collected and submitted along with the plan to the Department of Education.

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. Consistent with law and policy covering student records confidentiality, 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 achievement levels in the challenging state academic standards; the achievement level of their child on 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.

Formatted: Space After: 4 pt

Formatted: ksba normal

Formatted: ksba normal

#### **SUPPORT FOR PROGRAM**

If the District's Title I allocation is \$500,000 or more, the District shall reserve not less than one percent (1%) of its allocation for the purpose of promoting parent and family engagement and shall distribute to Title I schools not less than ninety percent (90%) 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 parent and family engagement activities.

The District will provide coordination, technical assistance, and other support necessary to assist schools in planning and implementing effective parent and family engagement activities to improve student academic achievement and school performance. These measures may include, but shall not be limited to, the following:

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.

**Title I - Parent and Family Engagement Policy****SUPPORT FOR PROGRAM (CONTINUED)**

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 engaged in staff training activities to demonstrate the value of parent 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 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 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 and family engagement policy and accompanying checklist shall be kept on file in the Central Office.

**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

Formatted: Centered

**Access to Electronic Media Technology Resources**

(Acceptable Use Policy)

The Board supports reasonable access to various ~~information formats online and electronic resources~~ for students, employees and the community and believes it is incumbent upon users to utilize ~~this privilege these resources~~ in an appropriate and responsible manner as required by this policy and related procedures, which apply to all parties who use District technology.

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

**SAFETY PROCEDURES AND GUIDELINES**

The Superintendent shall develop and implement appropriate procedures to provide guidance for access to ~~electronic media technology resources~~. Guidelines shall address teacher supervision of student computer use and other user's use, ethical use of ~~electronic media technology resources~~ (including, but not limited to, the Internet, e-mail and other District technological resources), and issues of privacy versus administrative review of electronic files and communications. In addition, guidelines shall prohibit utilization of networks for prohibited or illegal activities, the intentional spreading of ~~embedded messages~~, or the use of ~~other~~ programs and software with the potential of damaging or destroying programs or data.

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

~~Student e~~Education is the most effective way to ensure appropriate use of the Internet and other electronic resources. Accordingly, all students and staff will successfully complete an age appropriate digital citizenship education program, ~~such as iSAFE~~, each year. The digital citizenship education program must include Internet safety.

Students shall be provided instruction about appropriate online behavior, including interacting with other individuals on social media networking sites and in chat rooms and cyberbullying awareness and response.

Additional Internet safety measures, which shall apply to all District-owned devices with Internet access or personal devices that are permitted to access the District's network, shall be implemented that effectively address the following:

- Controlling access by minors to inappropriate or harmful material ~~matter~~ on the Internet and World Wide Web;
- Safety and security of users ~~minors~~ when they are using District provided or sponsored electronic mail, ~~chat rooms~~, and other forms of ~~direct~~ electronic communications;
- Preventing unauthorized access, including "hacking" and other unlawful activities ~~by minors~~ online;
- Unauthorized disclosure, use and dissemination of personal information ~~regarding minors~~; and
- Restricting ~~minors'~~ access to materials or websites that may pose a threat to the District owned network and/or devices ~~harmful to them~~.

Formatted: ksba normal

Formatted: ksba normal

A technology protection measure may be disabled by the Board's designee during use by an adult to enable access for bona fide research or other lawful purpose.

The District shall provide reasonable public notice of, and at least one (1) meeting to address and communicate, its initial Internet safety measures.

Specific expectations for appropriate Internet use shall be reflected in the District's ~~code of acceptable behavior and discipline including appropriate orientation~~ Acceptable Use Policy for staff and students.

Formatted: ksba normal

**Access to Electronic Media Technology Resources**

(Acceptable Use Policy)

**PERMISSION/AGREEMENT FORM**

~~A written parental request~~ Written permission from a parent/guardian shall be required prior to the student being granted independent and comprehensive access to ~~electronic media involving District technological~~ District technology resources.

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal

The required permission/agreement form, which shall specify acceptable uses and rules of on-line behavior, ~~access privileges and penalties for policy/procedural violations~~, must be signed by the parent or legal guardian of minor students (those under 18 years of age) and also by the student. This document shall be kept on file as a legal, binding document. In order to modify or rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old) must provide the Superintendent or designee with a written request.

**EMPLOYEE USE**

Employees are encouraged to use electronic mail and other District technology resources to promote student learning and to communicate ~~communication~~ with the students, families, and the community ~~home and education-related entities~~. If those resources are used, they shall be used for purposes directly related to work-related activities.

Technology-based materials, activities and communication tools shall be appropriate for and within the range of the knowledge, understanding, age and maturity of students with whom they are used.

District employees and activity sponsors may set up blogs and other social media ~~networking~~ accounts using District resources and following District guidelines to promote communications with students, ~~families~~ parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction.

~~Networking, communication and other options~~ Technology resources offering instructional benefits may be used for the purpose of supplementing classroom instruction and to promote communications with students and parents concerning school-related activities.

In order for District employees and activity sponsors to utilize a social media ~~networking~~ site for instructional, administrative or other work-related communication purposes, they shall comply with the following:

~~1. They shall request prior permission from the Superintendent/designee.~~

~~2.1~~ 1 ~~If permission is granted,~~ Staff members will set up the site following any District guidelines developed by the Superintendent's designee.

~~3.2~~ 2 Guidelines may specify whether access to the site must be given to school/District technology staff.

~~4.3~~ 3 If written parental consent is not otherwise granted through AUP forms provided by the District, staff shall notify parents of the site and obtain written permission for students to become "friends" prior to the students being granted access. This permission shall be kept on file at the school as determined by the Principal.

**Access to ~~Electronic Media~~ Technology Resources**

(Acceptable Use Policy)

**EMPLOYEE USE (CONTINUED)**

~~5.4.~~ Once the site has been created, the sponsoring staff member is responsible for the following:

- a. Monitoring and managing the site to promote safe and acceptable use; and
- b. Observing confidentiality restrictions concerning release of student information under state and federal law.

Staff members are discouraged from doing the following:

- Creating personal social networking sites to which they invite students to follow, be friends or interact; or
- Engaging in personal non-instructional interactions with students via technology or electronic resources ~~postings on other networks~~.

Employees taking such actions do so at their own risk.

All employees shall be subject to disciplinary action if their conduct relating to use of technology or online resources violates this policy or other applicable policy, statutory or regulatory provisions governing employee conduct. The Professional Code of Ethics for Kentucky School Certified Personnel requires certified staff to protect the health, safety, and emotional well-being of students and confidentiality of student information. Conduct in violation of this Code, including, but not limited to, such conduct relating to the use of technology or online resources, must be reported to Education Professional Standards Board (EPSB) as required by law and may form the basis for disciplinary action up to and including termination.

**RESPONDING TO CONCERNS**

School officials shall apply the same criterion of educational suitability used to review other educational resources when questions arise concerning access to ~~specific databases or other technology or~~ electronic ~~media resources~~.

**AUDIT OF USE**

Users with network access shall not utilize District resources to establish electronic mail accounts through third party providers or any other nonstandard electronic mail system.

The Superintendent/designee shall establish a process to determine whether the District's education technology is being used for purposes prohibited by law, District Policy, or for accessing sexually explicit materials. The process shall include, but not be limited to:

1. Utilizing technology that meets requirements of Kentucky Administrative Regulations and that blocks or filters Internet access for both minors and adults to certain visual depictions that are obscene, child pornography, or, with respect to computers with Internet access by minors, harmful to minors;
2. Maintaining and securing a usage log; and
3. Monitoring online activities of users.

**Access to Electronic Media Technology Resources**

(Acceptable Use Policy)

**PENALTIES**

Violations of this policy or refusal to sign required acceptable use documents may result in loss of access to school or District on-line communications. Additional penalties may be imposed against staff, including possible termination of employment. Additional penalties may be imposed against students according to ~~individual schools' acceptable use policies, school rules, or~~ the Student Code of Conduct. Teachers and other staff who supervise students shall report violations to the Principal.

**RESPONSIBILITY FOR DAMAGES**

Students or staff members who deface a District web site or otherwise make unauthorized changes to a web site or other online technology resources or systems used by the District shall be subject to disciplinary action, up to and including expulsion and termination, as appropriate.

**RETENTION OF RECORDS FOR E-RATE PARTICIPANTS**

Following initial adoption, this policy and documentation of implementation shall be retained ~~for at least ten (10) years after the last day of service in a particular funding year~~ according to USAC and E-Rate guidelines.

**REFERENCES:**

KRS 61.931; KRS 61.932; KRS 61.933

KRS 156.675; KRS 365.732; KRS 365.734

701 KAR 5:120

16 KAR 1:020 (Code of Ethics)

47 U.S.C. 254/Children's Internet Protection Act; 47 C.F.R. 54.520

Kentucky Education Technology System (KETS)

47 C.F.R. 54.516

15-ORD-190

**RELATED POLICIES:**

01.61; 02.4241; 03.13214/03.23214; 03.1325/03.2325; 03.17/03.27

08.1353; 08.2322; 09.14; 09.421; 09.422; 09.425; 09.426; 09.4261; 10.5

**Formatted:** Font: Not Bold, Not Small caps

LEGAL: SB 73 AMENDS KRS 158.070 TO ALLOW FOR APPOINTMENTS TO THE CALENDAR COMMITTEE IN ADDITION TO THOSE LISTED BELOW

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 at least the following:

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
8. Two (2) community members from the local chamber of commerce, business community, or tourism commission

#### **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, 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:

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.<sup>1</sup>

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.<sup>1</sup>

**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:**

1KRS 157.350; KRS 158.070; KRS 161.500  
KRS 2.190; KRS 61.823; KRS 118.035  
KRS 157.320; KRS 157.360  
KRS 158.060; KRS 158.6453  
702 KAR 7:130; 702 KAR 7:140

**RELATED POLICIES:**

01.42; 08.31

LEGAL: KRS 160.1592 PROHIBITS A LOCAL SCHOOL DISTRICT FROM ASSIGNING OR REQUIRING ANY STUDENT ENROLLED IN THE LOCAL SCHOOL DISTRICT TO ATTEND A PUBLIC CHARTER SCHOOL. FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## STUDENTS

09.11

### School Attendance Areas

#### ASSIGNED AREAS

The Board will establish geographic attendance areas for assigning students to schools. All students shall be assigned by geographic attendance areas and will attend the school designated to serve their area of residence. In cases of joint custody, the student will be assigned to the area serving the residence of the parent with whom the child primarily resides. If pursuant to court order the child's time is split exactly in half between parents, the parents may choose which of the two (2) assigned schools the child will attend. The court order establishing custody and time-sharing shall be provided to the school upon enrollment. Any changes to custody or residence of the child shall be reported within five (5) school days of the effective date of the change. Specific areas served by each attendance area will be marked on a map in the central administration office. The Board may revise attendance areas from time to time to attain maximum utilization of school facilities.<sup>1</sup>

No student may be assigned to or required to attend a charter school by the District.

Students not living in a school's attendance area must have written authorization to register at another school. Written authorization shall be limited to the following:

- An approved out-of-area request, (Office of Pupil Personnel)
- Acceptance to a magnet school or program, (Elementary/Middle – Magnet Office; High – High school Director)
- A Continuation Plan placement due to overcrowding of the school for the home address (Office of Pupil Personnel)
- A placement due to the student's special needs which cannot be reasonably met at the school for the home address (Special Education Office)
- An Early Start placement, (Early Start Office)
- Placement in a self-contained gifted and talented program, (Gifted/Talented Office), or
- An English as a Second Language (ESL) placement (Foreign Languages/ESL office).

Principals and/or staff shall not register students from outside the school's attendance area without written authorization from It's About Kids Support Services.

The Board of Education assigns new housing areas to school attendance areas on a preliminary basis, subject to change when the area becomes more fully developed.

#### PROOF OF RESIDENCE

Upon enrollment and upon request thereafter, parents/guardians shall submit written documentation verifying the primary residence of the child. For school purposes, a child's residence is not necessarily the residence of the child's parent(s), and if the child has assumed a permanent home with some other person standing in loco parentis to the child, then the residence of the child for school purposes is the same as that person.<sup>2</sup> Any documents supporting the parent/guardian's responsibility for the student should be provided to the school immediately.

#### REQUESTS FOR TRANSFER

In compliance with and as set forth by federal requirements, the District shall allow students to transfer to another District school if:

1. The assigned school is designated by the state as being "persistently dangerous"; or
2. The student becomes a victim of a violent criminal offense, as determined by state law, while attending school.<sup>3</sup>

Formatted: Font: Not Bold

Formatted: Font: Not Bold

**School Attendance Areas****ELIGIBILITY FOR STUDENTS WITH DISABILITIES, EARLY START, GIFTED AND TALENTED, OR ESL**

*Students with Disabilities* - School placement for identified students with disabilities shall be the student's school of residence. If an Admissions and Release Committee or 504 Committee determines accommodations, modifications, or staffing changes cannot be made to the school of residence in order for the student to benefit from his/her educational program at the school of residence, the student shall attend the next closest school that can implement the student's program.

*Program Eligibility for Early Start* - To be eligible for Early Start placement, children must be a resident of Fayette County, be four (4) years old by October 1<sup>st</sup>, and meet the income guidelines for free lunch, or three (3) or four (4) years old or become five (5) after October 1<sup>st</sup> and have an identified special need. Children are automatically placed in their school of residence. They must go through the out-of-area process and through the Early Start office to request placement based on child care needs. If a school of residence does not have an Early Start program or if the program is full, students will be placed in one of the closest designated schools.

*Gifted and Talented Students* - School placement for gifted and talented students shall be the student's school of residence except for students who meet eligibility and accept placement to attend the Gifted Accelerated Program in identified schools. A Gifted Accelerated Program within a school is a specialized service program with specific entrance standards outlined in administrative procedure 08.132/Gifted and Talented Students.

*English as a Second Language (ESL) Students* - Qualified ESL students will receive services in their school of residence or as assigned through the ESL Intake Center.

**REDISTRICTING PROPOSALS**

Before a redistricting proposal is placed on the Board agenda for a first reading, the public in the affected area will be notified either through the schools or by other public notice.

**PARENT/GUARDIAN REQUESTS FOR CHANGE**

Out-of-area requests for specific schools shall not be approved if the projected or actual enrollment in the school requested is above 90% of capacity with attendance area children and other special units assigned to the school, such as Every Student Succeeds Act school choice, Early Start, Five Day Quest, and others.

Out-of-area authorization will only be considered for approval under the following conditions:

**A. SCHOOL DEMOGRAPHICS**

- A change in school of attendance that would reduce overcrowding at the assigned school and not create potential for overcrowding at the requested school.

**B. IF FAMILIES MOVE**

- A fifth-, eighth-, and twelfth-grade student who moves from one (1) school attendance area to another to continue in the school of his/her former residence until the completion of that grade level, with certification of eligibility verified by their Principals. This also applies to students who live in a magnet school attendance area.
- A family whose student moves from one (1) attendance area to another within Fayette County to permit the student to finish the school year in the school in which s/he is currently enrolled. Transportation shall be the responsibility of the parent/guardian.

**School Attendance Areas****PARENT/GUARDIAN REQUESTS FOR CHANGE (CONTINUED)**

- A family whose student anticipates moving from one (1) attendance area to another within Fayette County prior to October 31<sup>st</sup> of the school year. The student may be permitted to begin the school year in the school serving the location to which the family expects to move under the following conditions:
  - The parent/guardian shall present upon enrollment a signed contract for the purchase or lease of the residence to which the family will move prior to October 31<sup>st</sup> of the school year.
  - The parent/guardian shall present a signed contract for a residence under construction with an expected date of completion/closing no later than October 31<sup>st</sup> of the school year.

Verification of the new address will be required to be provided to the Principal no later than November 1<sup>st</sup> of the school year. Failure to provide the documentation may be grounds for revocation of student enrollment; however, extenuating circumstances that may have prevented the move prior to October 31<sup>st</sup> may be presented to the school director for consideration by the Superintendent.

**C. REDISTRICTING**

- A student being reassigned through redistricting; the parent/guardian may request early entry provided the student will not be moving to another school level before the redistricting is implemented or may request that the student remain in the current school to complete the final year for that school level.

**D. SCHOOL DISTRICT EMPLOYEES**

- A student whose parent is a teacher or any other employee who works on at least a half-time basis for Fayette County Public Schools. The student may attend the school or campus where the parent is employed. This option may not be used to request placement in a magnet pre-kindergarten program (if any). This option may not be used to request a gifted/talented program or school. Employee's children must meet all applicable magnet school entrance criteria. Employees whose children reside outside the county must pay tuition as outlined in Policy 09.124. Employees who reside out of county and whose children attend a school within the District are required to notify the Principal of their child(ren)'s school of their out of county residency upon enrollment of the student or within five (5) days of the move out of county. A failure to provide this notice shall be deemed a violation of policy and shall be grounds for employee disciplinary action. When the parent is no longer employed by Fayette County Public Schools, this approval is revoked.

Requests for change in school of attendance for employees' children would have the priority over all other requests for entering or remaining at a school. Children of employees working in a building or on a campus would have priority over other employees' children.

**E. HIGH SCHOOLS**

- A student in grades 9-12 who petitions to attend another high school in the District if s/he participates in a designated Board-approved gifted and talented program that is not offered in his/her attendance area school.

**School Attendance Areas****SCHOOL DIRECTOR REQUESTS FOR CHANGE - PROVISIONS TO APPLY**

In exceptional circumstances, school directors in consultation with the sending and receiving Principals may request a change of schools for a student for other educational reasons. School Directors shall also consult with the Director for Pupil Personnel who shall review such requests. School Director requests shall be consistent with District guidelines for capacity and diversity as outlined in the section on provisions to apply. Educational reasons do not include subject choice, nor do they include Board-approved gifted and talented programs. School directors may request any school at their school level.

The following provisions apply to Parent/Guardian and School Director requests for change in school assignments:

1. Out-of-Area placements shall be re-evaluated annually. Approvals or OOA placements may be revoked or denied if the receiving school is over capacity. Out-of-area placements shall be granted only when placement does not cause overcrowding at the receiving school and does not require additional staff, in keeping with this policy.
2. First priority will be given to OOA placements that are currently enrolled in the receiving school and shall be considered for the March 1 staffing allocation. Second priority will be given to new requests (new students to the building) for change of school assignment for the following school year that are made in writing by May 1. Third priority will be given to requests submitted after May 1 to be evaluated after August 1 and based upon the provisions outlined in #1 above and the impact of staffing allocations. These requests shall be submitted to the Office of Pupil Personnel.
3. Approval of requests shall be the responsibility of the Office of Pupil Personnel in consultation with parents and, as appropriate, principals regarding approvals.
4. If a student withdraws from a Board-approved gifted and talented program, then s/he will be transferred to the assigned attendance area school at the end of the grading period after withdrawal from the program, unless it causes an increase in staffing at the home school.
5. The Principal shall evaluate whether students who have been granted out-of-area assignments are in compliance with specified conditions, including regular daily attendance, acceptable behavior and adequate academic progress. Failure to do so may result in an immediate transfer to the assigned attendance area school, with the School Director's approval. This section does not apply to students who have exercised the opt-out option from a magnet school.

Transportation for any approved out-of-area request shall be the responsibility of the parent/guardian.

STUDENTS

09.11  
(CONTINUED)

**School Attendance Areas**

**REFERENCES:**

<sup>1</sup>KRS 159-070

<sup>2</sup>OAG 77-311

<sup>3</sup>P. L. 114-95, (Every Student Succeeds Act of 2015); 20 U.S.C. § 6301 et seq.

[KRS 160.1592](#)

McKinney-Vento Act, 42 U.S.C. 11431 et seq.; 20 U.S.C. § 7912(a)

34 C.F.R. 200.44; OAG 80-394

**RELATED POLICY:**

08.13452; 09.12

## **Magnet Schools/Programs and Gifted/Talented Programs Enrollment**

### **ATTENDANCE AREA STUDENTS**

In accordance with policy 09.11, students living in a magnet school/program's attendance area shall attend that magnet school. For a magnet school/program having an attendance area and requiring entrance criteria, the attendance area student shall not be required to meet entry criteria.

### **DEFINITIONS**

#### *Magnet School/Programs*

A magnet school/program means a school/program organized around an area of interest (*i.e.*, a theme or focus area), draws students from an entire community, and has no specific entrance standards except an interest in the focus of the school.

#### *Magnet School/Program with Criteria*

A magnet school/program with criteria means a school/program organized around an area of interest (*i.e.*, a theme or focus area), draws students from an entire community, and has entrance standards beyond interest in the focus of the school for students who live outside the school's attendance area.

~~The International Baccalaureate Program at Tates Creek High School and The Maxwell Spanish Immersion Magnet School does not have an attendance area. Magnet schools (Frederick Douglas Biomedical Magnet Program, the International Baccalaureate Program at Tates Creek High School, Bryan Station Middle School Spanish Immersion Magnet and Bryan Station High School Spanish Immersion Magnet Programs, and Lexington Traditional Magnet School) do not have attendance areas and may serve students outside the attendance area who meet program criteria or are selected in the lottery.~~

#### *Gifted/Talented School/Program*

A gifted/talented school/program means a specialized school program designed to serve formally identified gifted and talented students in grades 4-12 in specific academic areas (such as science and math, language arts, or social studies) or specific areas of giftedness (such as creativity, leadership, or the visual and performing arts) and takes only students who meet the criteria as formally identified gifted students according to State regulation 704 KAR 3:285.

Gifted and Talented programs within schools (Math, Science, and Technology Center at Paul L. Dunbar High School; School for the Creative and Performing Arts (SCAPA) at Bluegrass and Lafayette High School, and the Liberal Arts Academy at Henry Clay High School) do not have attendance areas.

The Gifted and Talented Accelerated Elementary and Middle Feeder Schools ~~Programs at Ashland, Meadowthorpe, and Tates Creek Elementary Schools and Tates Creek and Winburn Middle Schools~~ are bound by feeder systems based upon the student's primary home address and the elementary school for which he/she is slated to attend.



### **Magnet Schools/Programs and Gifted/Talented Programs Enrollment**

#### **MAGNET SLOTS**

The total number of slots in a magnet school or program ~~is are~~ based on the building capacity and the projected enrollment of attendance area students. Calculating the total number of slots shall be the responsibility of the Office of Pupil Personnel.

The number of magnet slots offered in the magnet selection process are based on the following criteria:

- Currently enrolled students who are expected to remain
- Projected attendance area students
- Building capacity

#### **OUT OF AREA**

All out of area placements to Magnet Schools/Programs (not available to Magnet Special Schools/Programs) must have the approval of the School ~~Chief Director~~, Director of Pupil Personnel, and the Associate Director ~~for of~~ Federal, State, and Magnet Programs.

In situations where one (1) or two (2) grade levels become significantly larger than the others, the number of slots offered at the entering grade level may be adjusted up or down to balance possible long term impacts on the school against the need to keep the whole school within capacity. The Associate Director ~~for of State and~~ Federal, State, and Magnet Programs (AD~~FSMFP~~) shall make these adjustments in consultation with the Principal with review by the Director of Pupil Personnel.

The number of magnet slots in magnet schools/programs without attendance areas, e.g., Maxwell shall be based on their building capacity minus any non-magnet District programs placed in the building. The number of slots per grade will be determined by agreement among the School ~~Chief Director~~, the Principal, and the Office of Pupil Personnel.

#### **APPLICATION PROCESS**

The application process for magnet schools/programs shall be managed by the Support Services staff in accordance administrative procedures.

#### **MAGNET ADMISSIONS REVIEW COMMITTEE**

Except for the gifted/talented programs, the Magnet Admissions Review Committee (MARC) reviews student documents to determine student eligibility based on criteria. Students meeting criteria will be eligible for the selection process or lottery (Lexington Traditional Magnet School ONLY).

The MARC is composed of the following members:

- School Chief or Designee
- Principal or Designee
- a) \_\_\_\_\_ Guidance Counselors/School Representative from participating schools
- b) \_\_\_\_\_ Language Arts Content Specialists
- Special Education Specialist
- e) \_\_\_\_\_ Content Area Specialist

**Formatted:** Indent: Hanging: 0.19", Bulleted + Level: 1 + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.5", Tab stops: 0.5", List tab + Not at 0.75"

**Formatted:** Indent: Left: 0.31", Bulleted + Level: 1 + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.5", Tab stops: 0.5", List tab + Not at 0.75"

### **Magnet Schools/Programs and Gifted/Talented Programs Enrollment**

#### **MAGNET LOTTERY**

Lotteries are used as part of the magnet selection process for Magnet Schools/Programs and shall be conducted in accordance with administrative procedures.

Magnet school program offers for available slots shall be made by January 31 of each school year~~April 30<sup>th</sup>~~.

Placement after January 31~~April 30<sup>th</sup>~~ of the school calendar for magnet programs shall be considered by the School ~~Chief~~Director in conjunction with the school principal(s) and the ~~ADSEFP~~Associate Director for Federal, State, and Magnet Programs when appropriate.

#### **STUDENT ENROLLMENT STATUS**

An attendance area student who moves out of the magnet school/program attendance area may complete the magnet school/program.

A magnet or gifted student who withdraws from the District during a school year and who returns to the District during the same school year may be permitted to re-enroll in the program pending space availability and evaluation of staff/school personnel.

If any student wishes to leave the magnet program or gifted/talented program mid-year, the Associate Director for Federal, State, and Magnet Programs ~~ADSEFP~~ shall make the final decision in consultation with parents and school principals. The Office of Federal, State, and Magnet Schools shall require an exit form process for each program/school to gather data to support program needs and evaluation.

Newly enrolled students into the District who enter during the school year must wait and apply for a gifted or magnet program the following application period. Magnet schools/programs with specific criteria will consult with the School Chief and the Associate Director for Federal, State, and Magnet Programs to determine available space. If space is available and no other students on a waiting list are eligible, the school may petition the District to implement a criterion review process to offer placement to newly enrolled students outside their attendance area.

#### **SELECTION PROCESS FOR MAGNET SELECTED STUDENTS**

The selection process for magnet selected students shall be as follows:

##### **Magnet School Application and Lottery**

- Dixie Individually Prescribed Education Magnet
- Maxwell Spanish Immersion Magnet (K-P1)
- International Baccalaureate Program at Tates Creek High School

##### **Magnet Schools with Criteria: Application, Meet Criteria and Lottery**

- Maxwell Spanish Immersion Magnet (Grades 2-5)
- Bryan Station Middle School (Spanish Immersion Program)
- Lexington Traditional Magnet School Program
- Bryan Station High School (Spanish Immersion Program)
- Fredrick Douglass Biomedical Magnet Program
- Tates Creek High School International Baccalaureate Program

Formatted: Font color: Auto

Formatted: Font color: Auto

STUDENTS

09.112  
(CONTINUED)

**Magnet Schools/Programs and  
Gifted/Talented Programs Enrollment**

**ENTRANCE CRITERIA**

Entrance criteria ~~for~~ magnet schools/programs shall not apply to attendance area students.

**GIFTED/TALENTED PROGRAMS**

Gifted/Talented program applicants must meet the gifted education criteria outlined in 08.132 AP.1/Gifted and Talented Students and in the state regulation 704 KAR 3:285.

- Elementary Gifted Accelerated Program Grades 4-5
- School for the Creative and Performing Arts Grades 4-8
- School for the Creative and Performing Arts Grades 9-12
- Liberal Arts Academy Grades 9-12
- Middle School Accelerated Cluster Program Grades 6-8
- Math, Science, and Technology Center Grades 9-12

**MAGNET AND GIFTED APPEALS AND GRIEVANCES**

The process to appeal decisions related to magnet schools or gifted/talented programs shall be addressed in administrative procedures 08.132 AP.1/Gifted and Talented Students and 09.112 AP.1/Gifted/Talented and Magnet School/Program Procedures Gifted/Talented and Magnet School/Program Procedures.

**RELATED POLICY:**

09.11

**RELATED PROCEDURES:**

08.132 AP.1; 09.112 AP.1

LEGAL: HB 527 DEFINES BEST INTEREST OF THE CHILD AS IT RELATES TO EDUCATIONAL STABILITY.

FINANCIAL IMPLICATIONS: COST OF TRANSPORTING STUDENTS

LEGAL: CHANGES TO 704 KAR 7:090 ADD UNACCOMPANIED YOUTH, AND REVISE THE APPEALS PROCESS.

FINANCIAL IMPLICATION: NONE ANTICIPATED

STUDENTS

09.12

### **Admissions and Attendance**

#### **RESIDENCE DEFINED**

Pupils who reside with parents or legal guardians who are residents of the school district or as otherwise provided by state or federal law, shall be considered residents and entitled to the privileges of the District's schools.

All other pupils shall be classified as nonresidents for school purposes.<sup>1</sup>

#### **HOMELESS CHILDREN AND UNACCOMPANIED YOUTH**

The District shall provide educational and related services to homeless children and youth, ~~(including preschool-aged homeless children,)~~ and homeless children or youth not in the physical custody of a parent or guardian (unaccompanied youth) in a manner that does not segregate or stigmatize students on the basis of their homeless status.

The District shall provide its schools with guidelines that detail the rights of homeless students and the responsibilities that schools have to meet their needs and eliminate barriers to school attendance. These guidelines shall emphasize the right of homeless students to:

1. Have equal access to all educational programs and services, including transportation, that non-homeless children enjoy;
2. Have access to preschool programs as provided to other children in the District;
3. Continue attending their school of origin, when deemed in the best interest of the child, for the duration of homelessness;
4. Attend regular public school with non-homeless students; and
5. Continue to receive all services for which they are eligible (i.e., special education, gifted and talented, English learner).

The District shall provide transportation to the school of origin for homeless children at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison) if the child continues to live within the area served by the District in which the school of origin is located. If the child locates to a District other than that of his/her school of origin, the districts shall work together to apportion transportation to and from the school of origin and associated costs. If the districts are unable to reach agreement, responsibility and costs for transportation shall be shared equally.

The District shall designate an appropriate staff person to serve as liaison to homeless children and unaccompanied youth. In addition to coordination of McKinney-Vento implementation in the District, the liaison is responsible for:

- “Outreach” to other entities and agencies so that homeless students are identified;
- Providing public notice of the educational rights of homeless children in locations frequented by parents/guardians and unaccompanied youths. This notice is to be in a manner and form that is understandable;<sup>2</sup>

**Admissions and Attendance****HOMELESS CHILDREN AND UNACCOMPANIED YOUTH (CONTINUED)**

- Seeing that school personnel who provide McKinney-Vento Services receive professional development and other support; and
- Ensuring that unaccompanied youths are enrolled in school and receive support to accrue credits and access to higher education.

The District shall inform school personnel, service providers, advocates working with homeless families, parents, guardians and homeless children and unaccompanied youths of the duties of the liaison.

All concerns regarding the education of homeless children and unaccompanied youth shall be referred to the District liaison. If a complaint arises regarding services or placement of homeless children and unaccompanied youth, the dispute resolution procedures as set forth in 704 KAR 7:090 shall apply.

Formatted: ksba normal

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:

[http://education.ky.gov/federal/progs/txc/Documents/Homeless\\_Dispute\\_Resolution\\_Form.docx](http://education.ky.gov/federal/progs/txc/Documents/Homeless_Dispute_Resolution_Form.docx)

<https://education.ky.gov/federal/progs/txc/Documents/Homeless%20Dispute%20Resolution%20Form.pdf>

Formatted: Font: 11 pt

The liaison shall provide a copy of the referenced form to the complainant.

Formatted: Font: 11 pt

The District shall provide services for homeless children and unaccompanied youths with disabilities as required by law.

**CHILDREN IN FOSTER CARE**

Students in foster care shall have equal access to all educational programs and services, including transportation, which all other students enjoy.

Foster children are to be immediately enrolled in a new school. The District shall collaborate with the Cabinet to ensure immediate and appropriate enrollment of the child and immediately contact the student's previous~~prior~~ school for relevant records. The previous school shall provide the new school records maintained within the student information system by the Kentucky Department of Education within three (3) working days of receipt of a request. Remaining records shall be provided within ten (10) working days of the request.

The Superintendent shall appoint a ~~Point of Contact (POC)~~ Foster Care Liaison to coordinate activities relating to the District's provision of services to children placed in foster care, including transportation services, when the District is notified by the Cabinet for Health and Family Services in writing that the Cabinet has designated its foster care ~~POC~~ Foster Care Liaison for the District. The Superintendent may appoint the District ~~POC~~ Foster Care Liaison prior to such notice from the Cabinet.

Children in foster care, including preschool aged children if the District offers a preschool program, shall be eligible to attend their "school of origin" unless a determination is made that it is not in the child's best interest. ~~When possible, s~~ 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.

**Admissions and Attendance****CHILDREN IN FOSTER CARE (CONTINUED)**

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.

**BEST INTEREST OF THE CHILD**

Determining the best interest of the child takes into consideration the following factors, including but not limited to:

- The benefits to the child of maintaining educational stability;
- The appropriateness of the current educational setting;
- The child's attachment and meaningful relationships with staff and peers at the current educational setting;
- The influence of the school's climate on the child;
- The safety of the child; and
- The proximity of the placement to the school of origin, and how the length of a commute would impact the child.

Formatted: Font: Not Bold, Not Small caps

Formatted: ksba normal

Formatted: List123, Bulleted + Level: 1 + Aligned at: 0.65" + Indent at: 0.9"

Formatted: ksba normal

**IMMIGRANTS**

No student shall be denied enrollment based on his/her immigration status, and documentation of immigration status shall not be required as a condition of enrollment.

The District may provide an approved high school program to a student who is a refugee or legal alien until the student graduates or until the end of the school year in which the student reaches the age of twenty-one (21), whichever comes first.

**NONRESIDENTS**

The Board does not, under ordinary circumstances, accept tuition or nonresident students. Nonresident pupils may be admitted to the District's schools only under extenuating circumstances and upon approval of the Superintendent.<sup>3</sup>

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<sup>4&5</sup>) 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 of the child" or "school of origin" requirements under the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by ESSA.

**Admissions and Attendance****NONRESIDENT FOREIGN AND EXCHANGE STUDENTS**

The Fayette County Public Schools shall regulate the admission and participation of nonresident foreign and exchange students in any education program of the District.

All nonresident foreign and exchange students shall register with and be approved by the Director of Pupil Personnel.

**NON-IMMIGRANT FOREIGN STUDENTS**

Non-immigrant foreign students qualifying for F-1 immigration status or who obtain an F-1 student visa may be admitted to the District based on the following guidelines:

1. These students shall not be permitted to attend any publicly funded adult education program.
2. These students may be permitted to attend in grades nine through twelve (9-12), but not at earlier grade levels.
3. Students must apply to the Director of Pupil Personnel by August 1 in order to be considered for admission for the upcoming school year.
4. As required by law, these students shall pay a tuition fee in advance equal to the full, unsubsidized per capita cost to the District for providing education to the student for the period of attendance.
5. The period of attendance shall not exceed twelve (12) months.

These requirements do not apply to immigrant students residing in the District or foreign students in any other immigration status, including exchange students.

**EXPELLED/CONVICTED STUDENTS**

The parent, guardian, Principal, or other person or agency responsible for the student shall provide to the school prior to admission, a sworn statement or affirmation concerning any of the following that have occurred in or outside Kentucky:

1. If a student has been expelled from school; or
2. If a student has been adjudicated guilty/convicted of, homicide, assault, or an offense in violation of state law or school regulations relating to weapons, alcohol, or drugs.

Assault shall mean any physical assault, including sexual assault.

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.<sup>6</sup>

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.

STUDENTS

09.12  
(CONTINUED)

**Admissions and Attendance**

**REFERENCES:**

<sup>1</sup>KRS 159.010; OAG 78-64

<sup>2</sup>42 U.S.C. 11431 et seq. (McKinney-Vento Act)

<sup>3</sup>KRS 158.120; OAG 80-47; OAG 79-327; OAG 75-602

<sup>4</sup>KRS 157.320

<sup>5</sup>KRS 158.155; KRS 157.330

<sup>6</sup>KRS 158.150

KRS 157.360; KRS 158.100

[KRS 199.802](#)

702 KAR 7:125; 704 KAR 7:090

OAG 91-171; P. L. 104-208

P. L. 114-95 (Every Student Succeeds Act of 2015), 20 U.S.C. § 6301 et seq.

8 U.S.C. Sections 1101 and 1184; 8 C.F.R. Section 214

*Plyler v. Doe*, 457 U.S. 202 (1982)

22 C.F.R. §62.25

Equal Educational Opportunities Act of 1974 (EEOA)

**RELATED POLICIES:**

06.32; 08.1114

09.11; 09.121; 09.1223; 09.123; 09.124; 09.125

09.126 (re requirements/exceptions for students from military families)

09.14; 09.211



## **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.<sup>1</sup>

### **PRIMARY SCHOOL**

A child who 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 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.<sup>2</sup>

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.<sup>3</sup> A student who is at least five (5) years of age, but less than six (6) years of age, may be enrolled in the second level of the primary program in keeping with the process set out in Kentucky Administrative Regulation.<sup>3 & 4</sup>

### **PETITION PROCESS**

Parents/guardians may petition the Board via application to allow their child to enter school earlier than permitted under statutory age requirements. Parents may fill out an application during the fall application period. On receipt of a petition/application, 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:

Formatted: No underline, Font color: Auto

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. Testing is administered by teachers and or specialists and each home school makes the initial decision for the early entry placements.
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.

Formatted: No underline, Font color: Auto

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.<sup>2</sup>

### **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.<sup>5</sup>

STUDENTS

09.121  
(CONTINUED)

**Entrance Age**

**REFERENCES:**

<sup>1</sup>KRS 157.3175

<sup>2</sup>KRS 158.030

<sup>3</sup>702 KAR 7:125

<sup>4</sup>KRS 158.031

<sup>5</sup>KRS 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.

**RELATED POLICIES:**

08.22

09.124

09.126 (re requirements/exceptions for students from military families)

LEGAL: HB 1 AMENDS KRS 620.146 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, OR ANY ASSISTANT PRINCIPAL, AND DPP OF THE NAMES OF PERSONS AUTHORIZED TO CONTACT OR REMOVE THE CHILD FROM SCHOOL GROUNDS. THE NOTIFICATION SHALL BE PROVIDED BY THE CABINET BY WRITTEN NOTICE VIA EMAIL OR FAX. 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.<sup>1</sup>

#### **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.<sup>2</sup>

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, or any Assistant Principal, of the school in which the child is enrolled, or Guidance Counselor and the District's Director of Pupil Personnel, of the names of persons authorized to contact the child at school or remove the child from school grounds.

**Dismissal from School****EXCEPTIONS (CONTINUED)**

The notification shall be provided to the school by the Cabinet:

- a) ~~By written notice via email or fax. 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 ~~email, fax, or hand delivery of a copy of the court order~~ written document within ten (10) calendar days following the Cabinet's receipt of the court order of a change of custody or change in contact or removal authority.

In addition, the Board authorizes emergency release of students for illness or other bona fide reasons, as determined by the Principal/designee.

**REFERENCES:**

<sup>1</sup>KRS 2.015

<sup>2</sup>OAG 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

LEGAL: 902 KAR 2:060 REQUIRES A CURRENT IMMUNIZATION CERTIFICATE FOR HOME-SCHOOLED STUDENTS WHO ARE ATTENDING IN-SCHOOL CLASSES OR PARTICIPATING IN SPORTS OR OTHER SCHOOL SPONSORED EXTRA-CURRICULAR ACTIVITIES. ADDITIONALLY, CERTIFICATES MAY NO LONGER HAVE HANDWRITTEN INFORMATION. PARENT/GUARDIANS MUST SUBMIT IMMUNIZATION CERTIFICATES TO THE SCHOOL PER THE SCHEDULE LISTED BELOW.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.211

### **Preventive student Health Care Examination/Immunizations**

All pupils shall undergo preventive student health care, dental, and vision examinations as required by Kentucky Administrative Regulation, which shall be reported on the state forms or an electronic medical record that includes all of the data equivalent to that on the appropriate forms required by state regulation.<sup>1&4</sup>

Evidence of a vision examination and a dental examination shall be submitted to the school no later than January 1 of the first year that a student is enrolled in the District.

### **IMMUNIZATIONS**

The immunization certificate form required by 702 KAR 1:160 shall be on file within two (2) weeks of a student's enrollment in school.<sup>1, 2 & 3</sup>

A current immunization certificate shall be required for home-schooled students prior to attending one (1) or more in-school classes or participating in sports or other school-sponsored extra-curricular activities.

Forms relating to exemptions from immunization requirements shall be available at each school.

Immunization certificates shall be kept current.<sup>1</sup>

The parent/guardian shall provide a current immunization certificate at enrollment in a day care center, kindergarten, seventh grade, eleventh grade, and for the 2018-2019 school year for twelfth grade; new enrollment at any grade; upon legal name change; and at a school required examination pursuant to 702 KAR 1:160.

### **REFERENCES:**

<sup>1</sup>KRS 156.160; 702 KAR 1:160

<sup>2</sup>KRS 214.036; KRS 214.034

<sup>3</sup>KRS 158.035

<sup>4</sup>~~902 KAR 2:060;~~

902 KAR 2:090

OAG 82-131

Health Services Reference Guide, Kentucky Department of Education

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.

### **RELATED POLICIES:**

09.121

09.126 (re requirements/exceptions for students from military families)

LEGAL: EFFECTIVE WITH THE 2018-2019 SCHOOL YEAR, HB 30 CHANGED CURRENT SUICIDE TRAINING TO EVERY OTHER YEAR WITH A MINIMUM 1 HR TRAINING FOR ALL HIGH/MIDDLE SCHOOL PRINCIPALS, GUIDANCE COUNSELORS, AND TEACHERS. TRAINING MUST BE IN-PERSON, LIVE STREAM, OR VIDEO RECORDING AND MAY BE INCLUDED IN THE CURRENT 4 DAY REQUIREMENT. EMPLOYEES SUBJECT TO TRAINING HIRED DURING THE OFF YEAR SHALL RECEIVE MATERIALS TO REVIEW. THE DATE BY WHICH MATERIALS MUST BE DISTRIBUTED TO STUDENTS ALSO CHANGED TO SEPTEMBER 15.

FINANCIAL IMPLICATIONS: NEGLIGIBLE SINCE IT WILL NOW BE WITHIN THE 4 DAY REQUIREMENT.  
LEGAL: HB 147 AMENDS KRS 158.070 TO REQUIRE AT LEAST ONE (1) HOUR OF SELF-STUDY REVIEW OF SEIZURE DISORDER MATERIALS FOR ALL PRINCIPALS, GUIDANCE COUNSELORS, AND TEACHERS HIRED AFTER JULY 1, 2019.

FINANCIAL IMPLICATIONS: COST OF MATERIALS

STUDENTS

09.22

### **Student Health and Safety**

#### **PRIORITY**

Student health, welfare and safety shall receive priority consideration by the Board.

Rules and regulations on health and safety promulgated by the Kentucky Board of Education under Kentucky statute and by local and state boards of health relating to student safety and sanitary conditions shall be implemented in each school.

#### **HEALTH SERVICES TO BE PROVIDED**

In keeping with applicable legal requirements, only licensed medical professionals or school employees who have been appropriately trained and authorized to do so shall provide health services to students.

Employees to whom health service responsibilities have been delegated must be approved in writing by the delegating physician or nurse. The approval form shall state the employee consents to perform the health service when the employee does not have the administration of health services in his/her contract or job description as a job responsibility, possesses sufficient training and skills, and has demonstrated competency to safely and effectively perform the health service. The approval form shall be maintained as required by law. Delegation of health service responsibilities shall be valid only for the current school year.<sup>1</sup>

If the delegation involves administration of medication, the District will maintain proof that the employee has completed the required training provided by the Kentucky Department of Education (KDE) or as allowed under KRS 158.838.

Employees to whom health service responsibilities have been delegated shall notify their immediate supervisor by April 15 of each year if they are not willing to perform the service(s) during the next school year.

#### **SAFETY PROCEDURES**

All pupils shall receive annual instruction in school bus safety.

The Superintendent shall develop procedures designed to promote the safety of all students. Said procedures shall specify specific responsibilities for line positions having responsibility for student supervision.

#### **ANIMALS IN THE CLASSROOM**

When there is a specific and appropriate educational purpose, the Principal may authorize the housing of animals or insects in classrooms. However, the health and safety of students and staff shall be a priority consideration when considering such requests. When a request is granted, teachers shall adhere to guidelines set out in administrative procedures.

**Student Health and Safety****SUICIDE PREVENTION**

All middle and high school teachers, principals, and guidance counselors shall ~~annually~~ complete a minimum ~~one of two (12)~~ hours of ~~self-study review of high-quality~~ suicide prevention ~~materials~~ training. Such training shall be in-person, by live streaming, or via video recording and may be included in the four (4) days of professional development required by statute. The District shall provide suicide prevention materials for review by any employee subject to training hired during a year in which the in-person, live streaming, or video recording training is not required.<sup>3</sup>

By September 15 of each school year, administrators shall provide suicide prevention awareness information to students in middle school grades and above, as provided by the Cabinet for Health and Family Services or a commercially developed suicide prevention training program.<sup>2</sup>

**SEIZURE DISORDER MATERIALS**

All principals, guidance counselors, and teachers shall complete at least one (1) hour of self-study review of seizure disorder materials no later than July 1, 2019. At least one (1) hour of self-study review of seizure disorder materials shall also be required for all principals, guidance counselors, and teachers hired after July 1, 2019.<sup>3</sup>

**REFERENCES:**

<sup>1</sup>KRS 156.501; KRS 156.502; 702 KAR 1:160

<sup>2</sup>KRS 156.095

<sup>3</sup>KRS 158.070

KRS 156.160; KRS 158.836; KRS 158.838

702 KAR 5:030

**RELATED POLICY:**

09.2241

LEGAL: HB 147 AMENDS KRS 158.838 TO ADD MEDICATION PRESCRIBED TO TREAT SEIZURE DISORDER SYMPTOMS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

LEGAL: THIS CLARIFIES THAT SCHOOLS SHALL HAVE EMERGENCY CARE PROCEDURES THAT COMPORT WITH REGULATION.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.224

### **Emergency Medical Treatment**

#### **FIRST AID TO BE PROVIDED**

First aid shall be provided all pupils in case of an accident or sudden illness until the services of a trained medical professional become available.

#### **FIRST AID AREA**

A first-aid area with appropriate equipment, supplies, and provisions for the child to recline shall be designated in each school. At least two (2) adult employees in each school at least one (1) of whom shall be present at the school at all times during school hours, shall have completed and been certified in a standard first aid course that includes CPR for infants and children.

The District shall have employees trained in accordance with the law to administer or help administer emergency medications.

#### **PERSONNEL**

Any school that has a student enrolled with diabetes or seizure disorders shall have on duty at least one (1) school employee who is a licensed medical professional, or has been appropriately trained to administer or assist with the self-administration of glucagon, insulin, ~~or~~ FDA approved seizure rescue medication, or medication prescribed to treat seizure disorder symptoms as prescribed by the student's health care practitioner.

When enrolled students, for whom documentation under KRS 158.838 has been provided to the school, are present during school hours or as participants in school-related activities, a school employee who has been appropriately trained to administer or assist with the self-administration of glucagon, insulin, ~~or~~ seizure rescue medications, or medication prescribed to treat seizure disorder symptoms shall be present.

#### **INFORMATION NEEDED**

A number at which parents can be reached and, if provided, the name of the family physician shall be maintained at each school for all its pupils.<sup>1</sup> The school nurse or a school staff member shall notify parents in the event their child is involved in an accident causing substantial injury. Examples would include, but not be limited to, a possible head injury or an accident requiring medical treatment other than minimal first aid measures.

#### **EMERGENCY CARE PROCEDURES**

Schools shall have emergency care procedures comporting with regulation<sup>1</sup> and may utilize the Kentucky Department of Education's Health Services Reference Guide (HSRG) as a resource.

In the event of a medical emergency involving a student, the Principal/designee shall make a reasonable effort to contact the parents or legal guardians. If the Principal is unable to make such contact, he/she shall call for emergency assistance (911).



STUDENTS

09.224  
(CONTINUED)

**Emergency Medical Treatment**

**REFERENCES:**

<sup>1</sup>702 KAR 1:160

KRS 156.160; KRS 156.502; KRS 158.836; KRS 158.838

[Kentucky Department of Education Health Services Reference Guide \(HSRG\)](#)

**RELATED POLICIES:**

09.21; 09.22; 09.2241

LEGAL: HB 1 AMENDS KRS 620.146 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, OR ANY ASSISTANT PRINCIPAL, AND DPP OF THE NAMES OF PERSONS AUTHORIZED TO CONTACT OR REMOVE THE CHILD FROM SCHOOL GROUNDS. THE NOTIFICATION SHALL BE PROVIDED BY THE CABINET BY WRITTEN NOTICE VIA EMAIL OR FAX. FINANCIAL IMPLICATIONS: NONE ANTICIPATED

DRAFT 3/14/18

STUDENTS

09.227

Formatted: Font: Not Bold

Formatted: Centered

### 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 child<sup>1</sup>, 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.<sup>2</sup>

~~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. After making the report, the employee shall notify the Principal of the suspected abuse, who then shall also promptly make a report to the proper authorities for investigation.~~ If the Principal is suspected of child abuse, the employee shall notify the Superintendent/designee who shall also promptly report to the proper authorities for investigation.

Only agencies designated by law are authorized to conduct an investigation of a report of alleged child abuse. Therefore, the District shall not first investigate a claim before an employee makes a report to the proper authorities. However, in certain situations, reports involving claims made under state and federal laws, such as Title IX, shall require the District, after making the required report, to conduct an independent investigation of the allegations in order to determine appropriate personnel action.

#### **WRITTEN REPORT**

The person reporting shall, if requested, in addition to the report required above, file with the local law enforcement agency or the Kentucky State Police or the Commonwealth's or County's Attorney or the Cabinet for Health and Family Services or its designated representative within forty-eight (48) hours of the original report a written report containing specific information regarding the child, the child's parents or guardians, and the person allegedly responsible for the abuse or neglect.

#### **WRITTEN RECORDS**

Copies of reports kept by the District that are submitted to authorities in compliance with the child abuse law are educational records and subject to inspection by the parents of the alleged victim of child abuse. Whether the records are considered "internal records", and not maintained with the students' "permanent records", is immaterial if such records are directly related to students and are maintained by the school or school District.

#### **INTERVIEWS**

If the student is an alleged victim of abuse or neglect, school officials shall follow directions provided by the investigating officer or Cabinet for Health and Family Services representative as to whether to contact a parent.<sup>3</sup> and shall provide the Cabinet access to a child subject to an investigation without parental consent.<sup>4</sup>

**Child Abuse****AGENCY CUSTODY**

If, as a result of dependency, neglect, or abuse, a child has been placed in the custody of the Cabinet, the Principal, ~~or any Assistant Principal, or Guidance Counselor~~ of the school in which the child is enrolled, and the District's Director of Pupil Personnel shall be notified of the names of persons authorized to contact the child at school, in accordance with school visitation or communication policy, or remove the child from school grounds.

The notification shall be provided to the school by the Cabinet:

- a) ~~By written notice via email or fax~~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 email, fax, or hand delivery of a copy of the court order~~written document~~ within ten (10) calendar days following the Cabinet's receipt of the court order of a change of custody or change in contact or removal authority.

~~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:**

<sup>1</sup>KRS 600.020 (1)(15)

<sup>2</sup>KRS 620.030; KRS 620.040

<sup>3</sup>OAG 85-134; OAG 92-138

<sup>4</sup>KRS 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: KRS 160.1592 REQUIRES STUDENTS ENROLLED IN A PUBLIC CHARTER SCHOOL THAT DOES NOT OFFER INTERSCHOLASTIC ATHLETIC ACTIVITIES ARE TO BE ELIGIBLE TO PARTICIPATE IN THAT ACTIVITY AT THE DISTRICT SCHOOL OF THE STUDENT'S RESIDENCE.  
FINANCIAL IMPLICATIONS: POTENTIAL INCREASED COSTS FOR THE DISTRICT ATTRIBUTABLE TO ATHLETIC PARTICIPATION

STUDENTS

09.313

### **Eligibility (Athletics)**

Determination of athletic eligibility shall be made in compliance with applicable administrative regulations and Kentucky High School Athletic Association requirements.<sup>1</sup>

District standards for playing up from middle school (grades seven and eight [7 & 8]) to high school in sports other than football and soccer may include, but are not limited to, considerations related to safety, physical readiness, use of school space after the school day, transportation, funding, the student's disciplinary status and record, any substance testing restrictions, equitable opportunities for participation, and harmonizing any conflicting school-based decision making ("SBDM") requirements. SBDM Council policies apply to the selection of sports activities, and student participation based on academic qualifications and attendance requirements, program evaluation, and supervision.<sup>2</sup>

To be eligible to try out and participate at the high school level, middle school students must meet all applicable KHSAA, District, and SBDM requirements. The Superintendent/Designee in cooperation with principals, SBDM councils, coaches, and athletic directors, as deemed appropriate, may develop guidelines for Board approval addressing playing up standards.

#### **PARTICIPATION BY ATTENDANCE AREAS**

Unless excepted by administrative procedures, students are to participate in athletics at the school serving the attendance area of their parents' residence.

Any student in grades six through twelve (6-12) who attends a school other than his/her assigned school shall be ineligible for all interscholastic sports for one (1) calendar year following enrollment. If for any reason other than an exception granted pursuant to administrative procedure, the student does not serve the one (1) calendar year of ineligibility upon enrollment, then upon discovery by the coach, assistant coach, or District administrator, the student's improper participation shall immediately be reported to the District Athletic Director. The District athletic director shall report to the Director of Middle Schools for a middle school student and/or to the Director of High Schools for a high school student and facts and circumstances shall be reviewed. The student shall be notified that he/she is ineligible for participation in any interscholastic sport at any school within the District for a period of one (1) calendar year from the date of discovery of the student's ineligibility. In addition, all games in which the ineligible student played shall be subject to forfeiture.

Any student requesting a transfer back to his/her school-of-residence and who has represented the out-of-District school will be ineligible for one (1) calendar year from date of transfer.

#### **WAIVER FOR ATHLETIC ELIGIBILITY**

Requests for a waiver of ineligibility for all interscholastic sports for the calendar year following approval should be made to either the Director of High Schools if a high school athletic sport is in question or to the Director of Middle Schools if a middle school athletic sport is in question. Decisions will be made by the Director to whom the request is submitted. Appeals of the School Director's decision may be made to the Superintendent, whose decision will be final.

**Eligibility (Athletics)****ELIGIBILITY GUIDELINES**

Students who have previously participated in secondary athletics at one District school and have transferred to another District school shall have athletic eligibility determined according to the following guidelines:

**(1) REDISTRICTING**

Students in grades seven through twelve (7-12) whose area assignment is changed by the Board due to redistricting shall be eligible for participation in all sports at the new schools without any period of ineligibility. If required, the Board will apply to the Commissioner of the KHSAA for a waiver of the ineligibility period for such pupils who are redistricted.

Such students shall be ineligible to participate at their former schools unless they are seniors who qualify under guideline number three (3) below or who have been granted a waiver in conjunction with a change in area assignment.

**(2) CHANGE OF SCHOOLS FOR OTHER REASONS**

After enrolling in grades seven through twelve (7-12), students who represent a secondary school and who then change schools within the District for reasons other than redistricting by the Board, shall be ineligible for participation in all sports for the following one (1) calendar year after enrollment. If for any reason other than an exception granted pursuant to administrative procedure, the student does not serve the one (1) calendar year of ineligibility upon enrollment, then upon discovery by the coach, assistant coach, or District administrator, the student's improper participation shall immediately be reported to the District Athletic Director. The District Athletic Director shall report to the Director of Middle Schools for a middle school student or to the Director of High Schools for a high school student and facts and circumstances shall be reviewed. The student shall be notified that he/she is ineligible for participation in any interscholastic sport at any school within the District for a period of one (1) calendar year from the date of discovery of the student's ineligibility. In addition, all games in which the ineligible student played shall be subject to forfeiture.

Students who change schools because of a change in residence of their parents may participate in sports at the new schools, provided the Commissioner of the KHSAA waives the period of ineligibility or if such students are seniors who qualify under guideline number three (3) below.

Students who are to change schools because of a change in the residence of their parents and who are members of an athletic team whose season has started have the option of requesting out-of-district placement at the former school and, if permission is granted, are eligible to complete the remainder of the athletic season in that particular sport at the former school. That student, however, is ineligible for any additional sports at the former school.

Students who change schools because of a change in guardianship, regardless of the reason, shall be ineligible for participation in all sports for the following one (1) calendar year following enrollment, except for a change in schools brought about by the following:

- a. A change in guardianship between parents pursuant to a proper court order granting custody of a student to only one (1) of the parents; or
- b. A change in guardianship due to the death of a student's sole guardian.

However, the foregoing exceptions will not apply if there is evidence that the change in guardianship is the result of the recruitment of the student or there is evidence that the change in guardianship is for athletic advantage which is defined as, but not limited to the following:

**Eligibility (Athletics)****(2) CHANGE OF SCHOOLS FOR OTHER REASONS (CONTINUED)**

- a. Seeking a superior athletic team;
- b. Seeking relief due to conflict with the philosophy or action of an administrator, teacher or coach relating to sports;
- c. Seeking a team consistent with a student's athletic abilities; or
- d. Seeking a means to nullify punitive action by the previous school.

If the student is subject to, but does not serve, the one (1) calendar year of ineligibility following the change of schools, then upon discovery of the student's improper participation in sports by the coach, assistant coach, or District administrator, the student's improper participation shall immediately be reported to the District Athletic Director. The District Athletic Director shall report to the Director of Middle Schools for a middle school student or to the Director of High Schools for a high school student and facts and circumstances shall be reviewed. The student shall be notified that he/she is ineligible for participation in any interscholastic sport at any school within the District for a period of one (1) calendar year from the date of discovery of the student's ineligibility. In addition, all games in which the ineligible student played shall be subject to forfeiture.

**(3) WAIVER FOR SENIORS**

When students in grade twelve (12) would be otherwise required to attend high schools different than the ones where they participated in sports the previous year, due to a change in residence of their parents, they may elect to continue to attend their former school during their senior year. Should they so elect, they or their parents shall furnish the students' transportation to and from school unless regular school bus service can be utilized without causing problems with routing and overcrowding.

**CHARTER SCHOOL STUDENTS**

A student enrolled in a public charter school that offers any interscholastic athletic activity shall be ineligible to participate in interscholastic activities at any other school. Subject to applicable law, regulations, and bylaws (e.g. KHSAA, Title IX) and the terms of the charter contract, students who are enrolled in a charter school that does not offer any interscholastic athletic activities shall be eligible to participate in such activities at the District school of that student's residence.

**REFERENCES:**

<sup>1</sup>KRS 156.070; Athletic Guidelines for Middle/Senior High Schools

<sup>2</sup>KRS 160.345

[KRS 160.1592](#)

Kentucky High School Athletic Association (KHSAA) Handbook  
702 KAR 7:065; OAG 15-022

**RELATED POLICIES:**

02.4241

09.126 (re requirements/exceptions for students from military families); 09.423

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Annual Review of District Procedures**

**PREPARED BY: Shelley Chatfield**

**Recommended Action on: 6/11/2018  
Information Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to review proposed procedure amendments and adoptions.**

**Background/Rationale: Board Policy 01.51 states that when the Board adopts an entirely new policy manual, the required new or revised administrative procedures shall be presented within (3) months of adoption of the policy manual/update unless the Board minutes specify an alternative date for completion.**

**Procedure: Please see attached list**

**Fiscal Impact: N/A**

**Attachments(s): Procedures**

**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](http://www.fcps.net)

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

EXPLANATION: KRS 150.1594 REQUIRES CHARTER SCHOOL AUTHORIZERS TO HAVE POLICIES AND PRACTICES CONSISTENT WITH THE PRINCIPLES AND PROFESSIONAL STANDARDS FOR AUTHORIZERS OF PUBLIC CHARTER SCHOOLS, INCLUDING STANDARDS RELATING TO: 1. ORGANIZATIONAL CAPACITY AND INFRASTRUCTURE; 2. SOLICITING AND EVALUATING APPLICATIONS; 3. PERFORMANCE CONTRACTING; 4. ONGOING PUBLIC CHARTER SCHOOL OVERSIGHT AND EVALUATION; AND 5. CHARTER APPROVAL, RENEWAL, AND REVOCATION DECISION MAKING.

FINANCIAL IMPLICATIONS: FUNDING FOR CHARTER SCHOOLS IS NOT COVERED IN THE CURRENT STATE BUDGET FOR 2018-20. FINANCIAL IMPLICATIONS COULD INCLUDE COSTS FOR STARTUP ACTIVITIES, TRAINING, GENERAL OVERSIGHT, MONITORING, INTERVENTIONS, DATA TRACKING, ETC.

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.91 AP.1

### Charter School Authorization

Formatted: policytitle

#### AUTHORIZER DUTIES

Under KRS 160.1594, a public charter school authorizer shall:

- Solicit, invite, and evaluate applications;
- Approve new and renewal applications that meet statutory requirements;
- Decline applications that:
  1. Fail to meet statutory requirements; or
  2. Are for a school that would be under the direction of any religious denomination; and
- Negotiate and execute in good faith contracts with each authorized charter school;
- Monitor the performance and compliance of charter schools in accordance with contract terms;
- Determine whether each charter merits renewal or revocation;
- Establish and maintain practices consistent with professional standards for authorizers, including:
  1. Organizational capacity and infrastructure;
  2. Soliciting and evaluating applications;
  3. Performance contracting;
  4. Ongoing public charter school oversight and evaluation; and
  5. Charter approval, renewal, and revocation decision making.

Pursuant to KRS 160.1592, an authorizer shall semiannually consider for approval a charter school's proposed amendments to the contract.

- Authorizers. may consider requests more frequently upon mutual agreement with the charter.
- Denials of amendment requests are appealable under KRS 160.1595.

KRS 160.1596 requires authorizers to collect, analyze, and report to the KBE all state required assessment and achievement data for each charter it oversees.



### **Charter School Authorization**

#### **AUTHORIZER DUTIES (CONTINUED)**

By August 31, 2019, and annually thereafter, each authorizer must submit to the (1) Commissioner, (2) Education and Workforce Development Secretary, and (3) Interim Joint Committee on Education a report that includes:

- Number of applications received, reviewed, and approved;
- Authorizing duties performed by the authorizer;
- Summary of the academic and financial performance of each charter school;
- Names of each charter school that have not yet begun to operate; and
- Names of each charter school during the prior academic year that:
  1. Closed during or after the year; and
  2. Had their contract nonrenewed or revoked.

701 KAR 8:020 requires authorizers to publicly report on oversight and services provided to charter schools under its authority and authorizing functions provided by the authorizer, including operating costs and expenses as detailed in an annual audited financial statement.

EXPLANATION: CHARTER STATUTES AND REGULATIONS REQUIRE BOARDS AS AUTHORIZERS TO HAVE AN APPLICATION PROCESS POLICY AND PROCEDURE.

FINANCIAL IMPLICATIONS: DEPENDENT UPON AUTHORIZATION OF A CHARTER SCHOOL

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.911 AP.1

### Charter School Application

The charter school application shall include the following:

1. Performance information, financial information, and closure information for any charter school under the applicant or board of directors;
2. Details and documentation of the outreach the applicant or proposed board of directors has had with the students or community that is the focus of the charter school application;
3. Details of whether the charter application replicates or substantially replicates:
  - a. A charter application that the applicant, proposed board of directors, or another entity previously withdrew from consideration and the reasons it was withdrawn;
  - b. A charter application that was rejected by an authorizer and the reasons the charter application was rejected; or
  - c. A charter school that was previously closed and the reasons for the closure.

The Board shall request and secure a certificate of existence from the Secretary of State for any business entity or its designee included as an applicant or in the proposed board of directors and, if the applicant or board of directors includes a foreign entity, request and secure a certificate of authorization for the entity from the Secretary of State.

The Board shall publish on the District website the names of all persons, and their roles, who are involved in the review of charter applications. Review of charter applications shall be conducted pursuant to requirements of the Open Meetings Act.

The required application is incorporated by reference in regulation and can be accessed via the Kentucky Department of Education:

<https://education.ky.gov/districts/legal/Documents/KY%20Charter%20School%20Application%20and%20Addendum.pdf>

#### REFERENCE:

701 KAR 8:020

Formatted: ksba normal

Formatted: ksba normal

Formatted: Font: 9.5 pt

EXPLANATION: CHARTER STATUTES AND REGULATIONS REQUIRE BOARDS AS AUTHORIZERS TO HAVE A CONTRACT POLICY AND PROCEDURE.

FINANCIAL IMPLICATIONS: DEPENDENT UPON AUTHORIZATION OF A CHARTER SCHOOL

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.9111 AP.1

### **Charter School Contracts**

#### **CONTRACT PERFORMANCE**

The District will use academic, financial, operational measures, and performance frameworks for public charter school oversight and evaluation with which the District shall evaluate the charter school's performance under the charter contract.

#### **CONTRACT REQUIREMENTS FOR SCHOOL PRE-OPENING**

The Board shall include mutually agreed upon pre-opening requirements or conditions to:

1. Monitor the start-up progress of the newly approved public charter school;
2. Ensure that the charter school is prepared to open timely and smoothly on an agreed upon date; and
3. Ensure that the charter school meets all benchmarks related to facilities, health, safety, insurance, school personnel, enrollment, curriculum and instruction, operations and fiscal management, governance, and other legal requirements for the charter school opening.

Failure by the charter school to comply with these requirements or conditions may result in the immediate revocation of the charter contract. Such failure may result in the delay in the charter school opening by up to one (1) year if the Board does not determine that the charter school is more likely than not to close during the school year. Such failure shall result in the delay in the opening of the charter school by up to one (1) year if the Board does determine that the charter school is more likely than not to close during the school year.

#### **CONTRACT FINANCIAL REQUIREMENTS**

The Board shall include the following provisions for charter school financial solvency and sustainability:

1. Requirement that no member of the charter school board of directors, no education service provider, and no charter school employee shall knowingly recommend and no member of the charter school board shall knowingly vote for an expenditure in excess of the charter school's income and revenue of any fiscal year, as shown by the budget adopted the charter school board of directors and approved by the local Board;
2. Requirement that a member of the charter school board of directors, an education service provider, or a charter school employee who knowingly expends or authorizes such an expenditure of charter school funds or who knowingly authorizes or executes any employment, purchase, or contract in violation of these requirements, shall be jointly and severally liable in person and upon any official fidelity bond given to the local Board to the extent of any payments on the void claim;

Formatted: sideheading

Formatted: sideheading

**Charter School Contracts****CONTRACT FINANCIAL REQUIREMENTS (CONTINUED)**

4. Requirement that, if at any time during any fiscal year of the charter school's existence, a member of the charter school board of directors, an education service provider, or a charter school employee, knows or reasonably should know that the charter school has or will become unable to pay in full its projected expenses as they fall due, the charter school shall immediately advise the Kentucky Department of Education and the local Board and provide the Department and the local Board with all financial information relating to revenues and expenses of the charter school necessary to determine the extent and cause of any potential operating deficit.

Failure to provide the notice to or cooperate with the Department and the local Board as required in this section in the production of financial information pursuant to this section shall result in:

- a. The local Board shall determine whether grounds exist to revoke the charter contract;
- b. The knowingly acting member of the charter school board of directors, the education service provider, or the charter school employee may be subject to liability;

5. Requirement that the charter school board of directors maintain separate accountings of all funds received and disbursed by each charter school under the charter school board of directors;

6. Requirement that the charter school board of directors maintain separate accountings of all funds received and disbursed by each charter school under that charter school board of directors.

**CONTRACT REQUIREMENTS FOR SCHOOL CLOSURE**

The local Board shall include specific, exclusive reasons and timelines for closure initiated by the charter school board of directors, closure protocol including policies and procedures applicable to the school closure, as well as requirements pursuant to state statutes or regulations.

**CONTRACT ENROLLMENT REQUIREMENTS**

The Board shall require that the charter school shall not prohibit a student from attending and shall not unenroll or withdraw a student unless the charter school has complied with KRS 158.150.

Formatted: sideheading

Formatted: Indent: Left: 0.63", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: sideheading

Formatted: ksba normal

**Charter School Contracts****CONTRACT REQUIREMENTS FOR EDUCATION SERVICE PROVIDERS**

The Board shall require in the charter contract that any contract between a charter school board of directors and an education service provider (ESP) shall be approved by the local Board prior to execution of the contract between the charter board and the ESP. The contract between the charter board and the ESP shall comply with the following:

1. Clear establishment of the primacy of the charter contract with the local Board over the contract between the charter board and the ESP;
2. Clearly identifies the charter school board of directors as the party ultimately responsible for success or failure of the charter school and defines the ESP as a vendor of services;
3. Prohibits the ESP from selecting, approving, employing, compensating, or serving as members of the charter school board of directors;
4. Requirement that the charter school board of directors directly select, retain, and compensate the charter school's legal counsel, finance staff, audit firm, and school leader;
5. Provision for payments to the charter school to be made to an account controlled by the charter school board of directors, not the ESP;
6. All instruction materials, furnishings, and equipment purchased or developed with charter school funds be the property of the charter school, not the ESP;
7. Identification and description of roles and responsibilities of the charter school board of directors and the ESP, including all services to be provided under the contract between the charter school board of directors and the ESP;
8. Identification and description of performance measures and consequences by which the charter school board of directors shall hold the ESP accountable for performance, aligned with the performance measures in the contract between the local Board and the charter school board of directors;
9. Identification and specific description of all compensation to be paid to the ESP, including all fees, bonuses, and conditions, consideration, and restrictions on such compensation;
10. Identification and description of terms of any facility agreement that may be part of any relationship between the charter school board and the ESP;
11. Identification and description of financial reporting requirements and provisions for the charter school board of directors' financial oversight of the ESP and the charter school;

**Charter School Contracts****CONTRACT REQUIREMENTS FOR EDUCATION SERVICE PROVIDERS (CONTINUED)**

12. Identification and description of all other financial terms of the contract, including disclosure and documentation of all loans or investments by the ESP to the charter school board, and provision for the disposition of assets upon closure;
13. Assurances that the charter school board shall maintain independent fiduciary oversight and authority over the charter school budget and ultimate responsibility for the charter school's performance including that:
  - a. The charter school board of directors shall be structurally independent from the ESP and shall set and approve charter school policies;
  - b. The terms of the contract between the charter school board and the ESP are reached through arm's-length negotiations in which the charter school board is represented by legal counsel that does not also represent the ESP;
14. Provisions for contract termination without penalties for the charter school without costs beyond the pro-rated value of the services provided by the education service provider; and
15. Respective responsibilities of the charter school board and the ESP in the event of school closure.

The contract between the local Board and the charter school board shall prohibit delegation of the charter school board of directors' responsibilities in this section to the ESP.

**CONTRACT APPROVAL BY THE COMMISSIONER OF EDUCATION**

The local Board shall not enter a charter contract for start-up, conversion, renewal of a charter school, or agree to any charter contract or contract amendment unless submitted to the Commissioner of Education who shall approve or deny but include reasons and any suggestions for remedy of those reasons. Failure to meet the Commissioner's requirements for approval shall render the contract or amendment void.

**Formatted:** Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

**Formatted:** Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

EXPLANATION: KDE CONTINUES TO MAINTAIN STATUTORY AUTHORITY FOR APPROVAL OF ALL SUPERINTENDENT EVALUATION PLANS PER KRS 156.557, HOWEVER, IT IS OUR UNDERSTANDING THAT KDE WILL NO LONGER BE REQUIRING ADHERENCE TO THE RECENT SPGES MODEL. BOARDS MAY CONTINUE INCORPORATING THE BEST PRACTICES FROM THE SPGES MODEL IF THEY SO CHOOSE. IF BOARDS DEVELOP THEIR OWN EVALUATION PLAN, IT MUST BE MEANINGFUL AND TIED TO GOALS THAT IMPACT STUDENT ACHIEVEMENT, GAP CLOSURE, AND OTHER ITEMS THAT ARE RELEVANT TO THE SUCCESS OF STUDENTS IN EACH DISTRICT. AT THE TIME OF THIS UPDATE, THE KSBA MODEL ALIGNED WITH THE FORMER SPGES STANDARDS, IS UNDER REVIEW BY THE KENTUCKY DEPARTMENT OF EDUCATION.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

ADMINISTRATION

02.14 AP.2

### **Evaluation of the Superintendent**

~~The Board will utilize the Kentucky Department of Education evaluation instrument and procedures for the Superintendent Professional Growth and Effectiveness System (SPGES). The instrument and procedures may be found at the link below. Subject to the approval of the Kentucky Department of Education (KDE),~~ The Board may utilize locally developed superintendent evaluation procedures.

~~<http://education.ky.gov/teachers/PGES/SPGES/Pages/Early-Info.aspx>~~

EXPLANATION: SB 101 AMENDS KRS 160.380 TO CHANGE THE THIRTY DAY VACANCY REQUIREMENTS TO FIFTEEN DAYS. SB 101 HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.11 AP.1

**- CERTIFIED PERSONNEL -**

**Hiring**

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

**RECRUITMENT**

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

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

**POSTING**

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

**CERTIFIED VACANCIES**

The Superintendent/designee shall notify the Chief State School Officer of the vacancy at least ~~fifteen (15)thirty (30)~~ days prior to filling the position. When such a vacancy needs to be filled in fewer than ~~fifteen (15)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.

**Hiring****EXPIRATION OF CERTIFICATION/LICENSURE (CONTINUED)**

6. If the employee is able to renew/update the certificate/license before the thirty (30) day timeline, they will be placed in a position similar to the one previously held; however, there is no guarantee of placement in the same position or at the same location.

**ADDITIONAL DOCUMENTS**

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

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

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

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

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

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

Letter from the Cabinet for Health and Family Services – stating there are no findings of substantiated child abuse or neglect on record.

**SELECTION FACTORS**

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

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

**HIRING OF RELATIVES OF THE PRINCIPAL/HIRING MANAGER**

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

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

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

Exception to the above is substitute personnel.

**Hiring****COMPLETION OF EMPLOYMENT PROCESS**

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

**HIRING OF RETIRED PERSONNEL**

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

**SCREENING/INTERVIEW**

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

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

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

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

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

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

**USE OF CONSULTANTS**

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

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

**Hiring****USE OF CONSULTANTS (CONTINUED)**

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

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

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

Employees that have retired under the Kentucky Teachers' Retirement System (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.

RECOMMENDED: SB 152 AMENDS KRS 157.390 TO ALLOW A DISTRICT TO HAVE DIFFERENTIATED COMPENSATION FOR TEACHERS EMPLOYED IN A SCHOOL THAT IS IDENTIFIED BY THE KENTUCKY DEPARTMENT OF EDUCATION AS BEING IN TARGETED OR COMPREHENSIVE SUPPORT AND IMPROVEMENT STATUS.

FINANCIAL IMPLICATIONS: COST OF HIGHER SALARIES

PERSONNEL

03.121 AP.1

- CERTIFIED PERSONNEL -

### **Salary Procedures**

#### **SALARY SCHEDULE DEVELOPED AND APPROVED**

The Board shall approve a single-salary schedule, which shall be based on 189 days/9.5 months of employment. Compensation for employment contracted beyond 187 days shall be prorated on the base pay for 187 days. One (1) year of experience credit step-up requires employment for a minimum of 140 worked days as a FCPS certified employee in a single school year and performance of teaching duties for the equivalent of at least seventy (70) full school days during that school year, regardless of the schedule on which those duties are performed. Twelve-month salaried certified staff must work 70% of the school calendar to be credited with one (1) year of experience. Teachers who perform teaching duties for the equivalent of at least 140 days during two (2) consecutive school years shall be credited with one (1) year of experience.

The single-salary schedule shall meet state requirements for Ranks I, II, III, and IV, provide employment for the school term as set by the Board in keeping with statutory requirements, and contain experience categories.

The Board also shall approve a separate salary schedule or index system for extra services and supervision, and a salary schedule for substitute teachers during or before the June Board meeting. Extra services compensation shall be based on expanded duties and responsibilities, time demands and expertise, and shall be paid only upon documentation of services rendered.

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

The substitute salary schedule shall be a per-diem schedule based on rank and experience but may be lower than the rate of pay for regular full-time teachers.

Salary amounts shall be paid on the prescribed dates without deductions for days in which schools are closed except that salaries shall not be paid when schools are closed as a result of a strike or other work stoppage, or when schools are open and salaried employees fail to render services.

#### **PAYMENT SCHEDULE**

Each year, employees shall be notified of the dates on which salaries shall be paid. Regular pay dates for salaried employees shall be in accordance with the schedule adopted by the Board of Education.

Certified employees shall be paid semi-monthly on the 15<sup>th</sup> and last day of the month as designated in the schedule approved annually by the Board. If a pay date falls on a weekend, payment shall be made on the prior Friday. All direct deposits, including the July and August deferred payrolls, shall be made on the regularly scheduled pay date, but shall be available for deposit at the close of the school year, if those employees have completed all responsibilities and duties and have requested to be paid their remaining salary prior to June 30<sup>th</sup>.

The Department of Financial Services shall annually prepare a listing of due dates for salaried employees payroll information. This listing shall include the following information for each pay period:

**Salary Procedures****PAYMENT SCHEDULE (CONTINUED)**

1. The cut-off date that shall be included in the report each month;
2. The deadline for submitting payroll information to the Business Office;
3. The date of each payday;
4. The pay dates that are only for twelve-month employees or those employees who receive twenty-four (24) checks; and
5. The paydays that will be addressed in a forthcoming memo.

All reports shall be submitted to the Payroll Office by the specified due date. If a report cannot be delivered by courier, it shall be delivered to the Payroll Office by the person responsible.

The District shall post salary schedules for all categories of employees.

**VOLUNTARY PAYROLL DEDUCTIONS**

The Office of Payroll shall make available to all employees information about voluntary deduction programs in which they may participate.

**CREDIT FOR EXPERIENCE**

For the purpose of calculating salaries for certified and salaried classified employees, the District allows credit for a maximum of twenty (20) years of professional experience outside the Fayette County Public Schools. Credit for professional experience shall be recognized in compliance with KRS 157.320 (10) and 702 KAR 3:070.

At the time of employment, the initial salary calculation for an employee shall be based upon the number of years of professional service for which valid verification is on file in the Department of Human Resources.

**CHANGES IN RANK OR CREDITS**

Credits and/or rank changes to be considered in determining the salary of a teacher for the current year shall be completed prior to September 15 and submitted on an official transcript or certification document to the Department of Human Resources prior to the last business day of December.

The Department of Human Resources shall calculate the salary rank of certified employees based upon the official transcripts, teaching certificates and other required supporting documents on file in the Department of Human Resources on September 15. Salary adjustments for salary rank effective on or before September 15 which are received after that date may be made only until the last business day of December.

**Salary Procedures****CHANGES IN RANK OR CREDITS (CONTINUED)**

Statutory funding provisions stipulate that any teacher who has a higher rank certified by the Education Professional Standards Board effective after September 15 shall not be entitled to the salary at the higher rank until the beginning of the next school year. Therefore, after the last business day of December, eligible salary rank changes shall be credited for salary calculation purposes at the beginning of the next school year. (Graduate semester hours earned at the AB + 15 or MA + 15 pay levels effective after September 15 shall not entitle the employee to salary at a higher pay level until the beginning of the next school year.)

An increase in salary for each higher training level shall be based on graduate semester hours of training counting toward a higher degree or rank. Such semester hours of training cannot be a part of the requirements for the previous degree or rank. Upon approval of the Superintendent, training that a teacher obtains subsequent to receipt of a bachelor's degree which is not credited toward a master's degree may be credited toward achieving the second step on the salary schedule based on training.

**EXTENDED EMPLOYMENT/SUPPLEMENTAL DUTY**

School level employees will have the opportunity to apply for supplemental duties, extra services pay or extended employment.

The Department of Human Resources shall prepare notification for the Board and the payroll office and officially notify employees of the salary amount due for extra duty assignments.

All extended and supplemental duty assignments are to be effective for the current school year only. Compensation for such duties cannot be assumed by the employee beyond the year of nomination to the position.

**PAYROLL DEPOSITS**

Employees' net earnings shall be deposited electronically to the bank of their choice designated on the Payroll Direct Deposit Authorization form located on the District web site:

<https://my.fcps.net/forms>

Certified employees shall be paid their salary in twenty-four (24) equal checks from August to July.

**NOTE:** Teachers who resign or take a leave of absence after the beginning of the school year shall receive a final lump-sum paycheck which includes all wages earned that have been set aside for the June and/or July-August paychecks.

For those teachers who begin teaching after the beginning of the school year or who return from a leave of absence during the school year, the amount due the escrow fund to provide for full June and/or July paychecks shall be set aside prior to receiving a current paycheck.

Salary for increased experience and training changes shall be adjusted at the same time as new salary schedules are implemented.

**Salary Procedures****PAYROLL OFFICE DATA**

Payroll-related data shall be maintained in a supplemental file located in the Office of Payroll Services. These items shall be considered a part of the official personnel file and made available for review, subject to the previously described conditions. Data maintained in the payroll file shall include:

1. Federal and State tax withholding forms;
2. Address change forms;
3. A record of all leaves, including sick, emergency, personal, jury duty, professional, without pay, vacation and military;
4. Leave cards signed by the employee for all leaves, including sick, emergency, personal, jury duty, professional, without pay, vacation and military;
5. Authorization forms for all payroll deductions, including the credit union, insurance, and the United Way;
6. Salary change notices (SA2); and
7. Sick leave bank enrollment forms.

**FLEXIBLE WORK DAYS**

~~A maximum of five (5) flexible work days may be worked in any calendar year as approved by supervisor. Documentation of the flexible days shall be maintained by the supervisor.~~

No administrator/salaried classified personnel employed for twelve (12) months may work more than five (5) flexible days in any school year. The flexible days accrued by those employees may not carry over to the new calendar year.

**SALARY FOR PERSONNEL WHO RESIGN**

Certified personnel who resign during the school year or at the end of the school year will be paid in full on the regular payday of the month following the resignation. Final payment will be calculated as follows: Annual salary divided by the number of days of employment, times number of days taught, minus salary previously received, equals balance due at time of resignation. Staff may be paid only for those holidays occurring prior to resignation.



EXPLANATION: SB 236 (2017) AMENDED 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. SB 101 (2018) HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.121 AP.22

- CERTIFIED PERSONNEL -

**Certified New Hire Paperwork Checklist**

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_  
SSN# \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ APT# \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

BIRTH DATE \_\_\_\_\_ GENDER \_\_\_\_ (M) \_\_\_\_ (F) ETHNICITY \_\_\_\_\_

LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_ RETIREE Y / N.

---

**HUMAN RESOURCES STAFF WILL VERIFY RECEIPT OF THE ITEMS BELOW:**

Teaching Certificate: \_\_\_\_ Attached \_\_\_\_ On File \_\_\_\_ Pending \_\_\_\_ Ordered  
Bachelor's Degree Transcripts: \_\_\_\_ Attached \_\_\_\_ On File \_\_\_\_ Pending/Requested  
Master's Degree Transcripts: \_\_\_\_ Attached \_\_\_\_ On File \_\_\_\_ Pending/Requested

**PAPERS IN NEW HIRE FOLDER:**

\_\_\_\_ Start Date Verification  
\_\_\_\_ Job Description  
\_\_\_\_ I-9 ( \_\_\_\_ Driver's License \_\_\_\_ Social Security Card \_\_\_\_\_ Other)  
\_\_\_\_ Education Verification Form  
\_\_\_\_ Previous Experience Summary  
\_\_\_\_ Verification of Previous Teaching Experience Forms (How many? \_\_\_\_)  
\_\_\_\_ Benefits Acknowledgement Form  
\_\_\_\_ [Letter from Cabinet for Health and Family Services stating that there are no findings or substantiated child abuse or neglect on record \(applicants hired on or after April 4, 2018\)](#)

Physical Examination Form \_\_\_\_ On File \_\_\_\_ Received

**ELECTRONIC DOCUMENTS:**

\_\_\_\_ New Employee Agreement  
\_\_\_\_ Federal SSA 1945 (Social Security Statement)  
\_\_\_\_ W-4 \_\_\_\_ K-4  
\_\_\_\_ Disability Notice  
\_\_\_\_ Direct Deposit Form and voided check  
\_\_\_\_ W2 Electronic Enrollment Form (Elected to receive via email Y / N )  
Criminal Background Check \_\_\_\_ On File \_\_\_\_ Date Completed \_\_\_\_ Received

**RETIREEES ONLY:**

\_\_\_\_ DWT (\$ \_\_\_\_\_) \_\_\_\_ Notification of Working as a Certified Retiree Letter

EXPLANATION: SB 236 (2017) AMENDED KRS 160.380 TO REQUIRE EMPLOYEES TO REPORT TO THE SUPERINTENDENT WHEN THEY HAVE BEEN FOUND BY THE CABINET FOR HEALTH AND FAMILY SERVICES TO HAVE ABUSED OR NEGLECTED A CHILD. SB 101 (2018) HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF TERMINATION HEARINGS

PERSONNEL

03.21 AP.254

### **Driving Record Violations and Personnel Actions**

#### **NEW/RETURNING BUS DRIVERS**

The District shall perform a driving history check on school bus drivers prior to initial employment and after a break in service (excluding summers). Decisions to employ or re-employ an individual shall be contingent on receipt of records revealing no driving history convictions that would, as determined by the Superintendent, affect the individual's ability to perform the job.

A person shall not be employed as a school bus driver if convicted within the past five (5) years of driving a motor vehicle under the influence of alcohol or any illegal drug.

#### **CURRENT EMPLOYEES**

Current bus drivers shall undergo driving records checks at intervals determined by Board policy. Those whose driving record checks reveal the following violations may be subject to appropriate disciplinary action, up to and including, termination/nonrenewal.

1. Speeding/major - speeding more than sixteen (16) miles per hour faster than the speed limit within the last two (2) years;
2. Speeding/minor – speeding less than sixteen (16) miles faster than the speed limit more than once within the last two (2) years;
3. Collision resulting in a citation being issued to applicant for being at fault;
4. Under the influence of alcohol or any illegal drugs while on duty or with remaining driving responsibilities that same day;
5. Revocation of driver's license;
6. Conviction for DUI/DWI;
7. Conviction for reckless driving;
8. Citation for any moving motor vehicle violation that includes either DUI/DWI and reckless driving;

(A minor motor vehicle violation such as failing to make a full stop at a traffic signal need not be reported to the Superintendent.)

9. Conviction for a felony sex crime or as a violent offender as defined in KRS 17.165; ~~or~~
10. Failure to notify the Superintendent if the classified employee has been found by the Cabinet for Health and Family Services to have abused or neglected a child, and if the employee has waived the right to appeal such a substantiated finding or the finding has been upheld upon appeal; or

- ~~10.~~ 11. Other criminal or moving vehicle violation, as determined by Superintendent/designee to bear a reasonable relationship to the ability of the individual to perform the job.

**NOTE:** 702 KAR 5:080 requires bus drivers to report to the Superintendent/designee any violations falling under points five through eight (5-8) above.

Formatted: ksba normal

EXPLANATION: SB 236 (2017) 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. SB 101 (2018) HAS AN EMERGENCY CLAUSE MAKING THE AMENDMENTS CURRENTLY EFFECTIVE.  
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 \_\_\_\_ HIGH SCHOOL EQUIVALENCY DIPLOMA \_\_\_\_ COLLEGE TRANSCRIPT

\_\_\_\_ JOB DESCRIPTION

\_\_\_\_ OFFICIAL START DATE FORM

\_\_\_\_ NEW EMPLOYEE AGREEMENT (*COMPLETED ONLINE?* Yes \_\_\_\_ No \_\_\_\_)

\_\_\_\_ DISABILITIES ACT FORM (*COMPLETED ONLINE?* Yes \_\_\_\_ No \_\_\_\_)

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

\_\_\_\_ W4 & K4 TAX FORMS (*COMPLETED ONLINE?* Yes \_\_\_\_ No \_\_\_\_)

\_\_\_\_ DIRECT DEPOSIT ENROLLMENT FORM (*COMPLETED ONLINE?* Yes \_\_\_\_ No \_\_\_\_)

\_\_\_\_ PHYSICAL EXAMINATION W/ TB ASSESSMENT (*On File* \_\_\_\_ *Received* \_\_\_\_)

\_\_\_\_ W2 ELECTRONIC ENROLLMENT FORM (*COMPLETED ONLINE?* Yes \_\_\_\_ No \_\_\_\_)

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

\_\_\_\_ EMPLOYEE BENEFITS ACKNOWLEDGEMENT FORM

\_\_\_\_ FINGERPRINTS \_\_\_\_ MONEY ORDER \_\_\_\_ CHECK

LETTER FROM CABINET FOR HEALTH AND FAMILY SERVICES: Applicants (hired on or after April 4, 2018) must provide a letter from the Cabinet for Health and Family Services stating there are no findings of substantiated child abuse or neglect on record.

\_\_\_\_ EDUCATION/EXPERIENCE VERIFICATION SUMMARY SHEET

\_\_\_\_ EXPERIENCE VERIFICATION FORM(S):

HOW MANY \_\_\_\_\_ DATE SENT FOR PROCESSING: \_\_\_\_\_

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

\_\_\_\_ FOOD HANDLERS CARD (FOOD SERVICE ONLY)

*HR Use Only: Contract Sent? \_\_\_\_\_ (Date and Initial)*

EXPLANATION: THIS CLARIFIES THE PRINCIPAL'S AUTHORITY OF THE ORDERLY CONDUCT AND SAFETY ON SCHOOL PROPERTY AND REMOVES A MINISTERIAL DUTY.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## SCHOOL FACILITIES

05.45 AP.1

### Crowd Control

#### PRINCIPAL'S ~~AUTHORITY~~ RESPONSIBILITY

~~It is the~~ The Principal's responsibility shall have authority to promote the orderly conduct and safety of the students and other spectators attending events on school property. Crowd control procedures shall include the following:

- ~~11.1.~~ ~~The Principal shall ensure that enough~~ Assignment of authorized school personnel are assigned to provide adequate supervision.
- ~~12.2.~~ The Principal may request Division of Law Enforcement personnel to be present if s/he anticipates the crowd may pose a conduct or safety problem.
- ~~13.a)~~ Division of Law Enforcement personnel shall be provided for athletic events, as approved by the Superintendent.
- ~~14.b)~~ The Principal and Division of Law Enforcement personnel shall ~~determine~~ utilize judgment regarding the number of officers needed and advise as to their placement.
- ~~15.3.~~ The admission gate or entrance shall be controlled and admission limited to eligible students, chaperones, guests, spectators, and other authorized persons.
- ~~16.4.~~ ~~No one~~ Persons under the influence of alcohol or drugs shall be admitted are subject to exclusion from the event.
- ~~17.5.~~ If a disturbance occurs, school authorities shall determine if the event needs to be concluded and may close the event, as appropriate, and send those in attendance off the school grounds.

#### SPORTING ACTIVITIES

At the beginning of each school year, the Principal shall meet with personnel from the Division of Law Enforcement to arrange for adequate crowd control before, during and after each sporting activity and to develop a plan of action to be implemented in the event of trouble. The plan shall address the following issues:

1. The Principal shall contact the visiting school as early as possible to discuss crowd control procedures for each game, parking sites, bleacher areas, and the loading and unloading of buses and automobiles.
2. Supervision of parking areas during games is advised. In addition, parking areas shall be well lighted.
3. In order to minimize congestion, the Principal shall arrange for an adequate number of ticket takers, ticket sellers, entrances, exists, concession stands, etc.
4. Personnel shall secure stadium and gymnasium gates and doors, prior to the scheduled opening time.
5. If special seating areas are to be roped off, this shall be done before the gates are opened. The Principal shall provide special seating for the visiting school's band.
6. The Principal shall direct ticket takers to screen spectators and to notify Law Enforcement personnel of potential problems. Regardless of when during a game they purchase a ticket, spectators are required to pay full ticket price.

Formatted: Space After: 3 pt

Formatted: Space After: 3 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.06" + Indent at: 0.56"

Formatted: Space After: 3 pt, Outline numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1"

Formatted: Space After: 3 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.06" + Indent at: 0.56"

Formatted: Space After: 3 pt

Formatted: Space After: 3 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.5"

**Crowd Control****SPORTING ACTIVITIES (CONTINUED)**

- ~~1.7.~~ No spectators are allowed onto the sidelines. Authorized persons other than players, coaches, managers and members of football "chain gangs" shall be issued VISIBLE SIDELINE PASSES.
- ~~2.8.~~ The Principal shall provide for supervision during half-time to help direct the crowd, keep spectators off the playing surface and prevent loitering.
- ~~3.9.~~ The Principal shall maintain open lines of communication with administrators of the visiting school.
- ~~4.10.~~ Team, band and pep buses shall depart as soon as possible after the game.
- ~~5.11.~~ The Principal shall arrange for and provide supervision to continue until all spectators have left, including the team bus.
- ~~6.12.~~ The responsibilities and duties of Division of Law Enforcement officers shall be as follows:

**Prevention of Crime**

1. Protection of spectators and participants
2. Patrol of grounds and facilities
3. Investigation of incidents (crimes, etc.)

**Protection of Fayette Count Public School Property and Personal Property**

1. Prevention of thefts
2. Prevention of vandalism
3. Provide an escort when money is moved

**Traffic Control**

1. Supervise traffic on school property
2. Supervise parking
3. Investigate automobile accidents

**Crowd Control**

1. Assist school officials in supervising spectator flow
2. Assist school officials in supervising spectator conduct

**Public Relations**

1. Assist spectators
2. Assist participants and officials
3. Assist students

EXPLANATION: HB 527 DEFINES BEST INTEREST OF THE CHILD AND REQUIRES DISTRICTS TO PROVIDE TRANSPORTATION TO THE SCHOOL OF ORIGIN IF DETERMINED TO BE IN THE BEST INTEREST OF THE CHILD AS IT RELATES TO EDUCATIONAL STABILITY.  
FINANCIAL IMPLICATIONS: COST OF TRANSPORTING STUDENTS

TRANSPORTATION

06.32 AP.1

### **Eligibility for Transportation**

#### **STUDENTS WITH DISABILITIES**

The need for special transportation for students with disabilities must be determined by the ARC or Section 504 Team and stated in the Individual Education Plan (IEP) or Section 504 Plan.

#### **CAREER AND TECHNICAL STUDENTS**

High school students attending an area career and technical school or extension center are eligible to be transported from the high school or middle school to the career and technical school. Transportation will be provided by the District in accordance with state regulations.

#### **DISTANCE LIMITATIONS**

Three (3)- and (4)-year-old preschool children are required to meet the distance specifications in Policy 06.32 applicable to elementary students.

#### **PRESCHOOL TRANSPORTATION**

When the parent/guardian, or a person authorized by the parent/guardian to accept the child, is not present upon midday or afternoon delivery, the child shall be returned to the school upon completion of the route. The parent/guardian shall be notified of the child's location and shall be responsible for pick up.

Upon the third (3rd) time the assigned adult is not present to receive the child, the parent(s)/guardian will be requested to provide transportation for the child.

#### **CHILDREN IN FOSTER CARE**

The Superintendent will ~~designate~~~~appoint~~ a ~~Foster Care Liaison~~~~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, Department for Community Based Services ("the Department") in writing that the ~~Cabinet~~~~Department~~ has designated its foster care ~~point of contact~~~~POC~~ for the District. The Superintendent may ~~designate~~~~appoint~~ the ~~Foster Care Liaison~~~~District POC~~ prior to such notice from the ~~Department~~~~Cabinet~~.

The District will collaborate with the ~~Cabinet~~~~Department~~ when transportation is required to maintain children placed in foster care in a school of origin outside their usual attendance area or District when in the best interest of the student. Under the supervision of the Superintendent/designee, the District ~~Foster Care Liaison~~~~POC~~ ~~may~~~~will~~ invite appropriate District officials, the ~~Cabinet~~~~Department~~ ~~point of contact~~~~POC~~, ~~the foster parents~~, and officials from other districts ~~or~~ agencies to consider how such transportation is to be promptly arranged and funded in a cost effective manner in accordance with the Department's authority to use child welfare funding. The Department, in consultation with the District, shall make the determination on whether the child shall remain enrolled in the school of origin based on the best interest of the child, weighing the promotion of educational stability as a primary factor.

Formatted: Font: Bold

**Eligibility for Transportation****CHILDREN IN FOSTER CARE (CONTINUED)**

If the Department finds it is in the best interest of a child to remain in the school of origin upon placement of the child in a new school district, reasonable transportation shall be offered from the location of placement to the school of origin in which the child is enrolled for any regularly scheduled school day. Such may result in additional transportation costs to a foster parent, child placing agency, child care facility, or the District. The District will provide transportation if necessary to maintain a child in the school of origin if the Department agrees to reimburse the District for the cost of such transportation. Transportation costs incurred shall be reimbursed by the Department on request. Alternatively, the District may agree to pay the cost of such transportation or the District and the Department may agree to share the cost.

The arrangement and funding will be in accordance with the Cabinet's authority to use child welfare funding when required to maintain children in foster care in their school of origin when in the best interest of the student.

If there are additional costs to be incurred in providing transportation to maintain a student in the school of origin, the District will provide transportation to such school if:

- The Cabinet agrees to reimburse the District for the cost of such transportation;
- The District agrees to pay for the cost of such transportation; or
- The District and the Cabinet agree to share the cost of such transportation.

**DEFINITIONS**

"Foster Care" means 24-hour care for children placed away from their parents, guardians, or person exercising custodial control or supervision and for whom the Cabinet has placement care and responsibility.

"School of origin" means the public school in which a child was enrolled immediately prior to the time of placement in foster care.

While "Best Interest" is not defined in ESSA, that determination shall take into account all relevant factors, including consideration of the appropriateness of the current educational setting, and the proximity to the school in which the child is enrolled at the time of foster care placement.<sup>1</sup>

"Best interest of the child" takes into consideration the following factors including but not limited to:

- The benefits to the child of maintaining educational stability;
- The appropriateness of the current educational setting;
- The child's attachment and meaningful relationships with staff and peers at the current educational setting;
- The influence of the school's climate on the child;
- The safety of the child; and
- The proximity of the placement to the school of origin, and how the length of a commute would impact the child.<sup>1</sup>

**Formatted:** Font: Not Bold, Not Small caps

**Formatted:** ksba normal

**Formatted:** Indent: Left: 0.5", Bulleted + Level: 1 + Aligned at: 0.9" + Indent at: 1.15"

**Formatted:** List123, Indent: Left: 0.5", Space After: 4 pt, Bulleted + Level: 1 + Aligned at: 0.9" + Indent at: 1.15"

**Formatted:** ksba normal

**Formatted:** Indent: Left: 0.5", Bulleted + Level: 1 + Aligned at: 0.9" + Indent at: 1.15"

**Formatted:** Superscript

TRANSPORTATION

06.32 AP.1  
(CONTINUED)

**Eligibility for Transportation**

**REFERENCES:**

<sup>+</sup> ~~Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care~~

<sup>1</sup> ~~New Section of KRS 199.800 to 199.805~~

KRS 605.120

922 KAR 1:350

42 U.S.C. § 675(4)(A)

20 U.S.C. § 6311(g)(1)(E)

20 U.S.C. § 6312(c)(5)

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



## **Gifted and Talented Students**

### **SELECTION FOR SERVICES**

The District shall systematically collect data on an on-going basis that will provide candidates for services. Students shall be selected and identified for all categories in accordance with the Gifted Regulations 704 KAR 3:285 set out in Kentucky Administrative Regulations and supported by appropriate documentation.

At least once each school year, teachers will be provided information concerning the on-going identification process.

Once formally identified as gifted or talented, a student need not be re-evaluated, except to determine suitability of services.

The District Associate Director ~~for Student Achievement and Support, State and~~ Federal, ~~State, and Magnet~~ Programs (ADFSMP) shall establish a process for identifying and implementing methods for providing equal access to services to under-represented populations.

### **PRIMARY TALENT POOL**

For students in the primary program, the procedure for documenting strengths, gifted behaviors, and talent for selection to primary talent pool shall use a minimum of three (3) informal assessments identified in the Gifted Regulation for Primary Talent Pool for all five (5) gifted and talented categories.

A ~~School or District~~ Gifted ~~Recommendation and Talented~~ Committee shall review all documentation for students, including special populations (~~disabled~~ disabilities, ~~exceptionalities~~, ethnic/minority, ~~underachieving~~, or disadvantaged) to determine selection. The ~~School or District~~ Gifted ~~Recommendation and Talented~~ Committee shall determine service options, location, and provider of services. Alternative behavior checklists and anecdotal measures will be used in special considerations for placement.

### **GENERAL INTELLECTUAL AND SPECIFIC ACADEMIC – GRADES 4 THROUGH 12**

The following guidelines apply to identification for services in general intellectual and specific academic aptitude. Eligibility requires three (3) pieces of documentation assessments identified in the Gifted Regulation per category which must include a score of:

*General Intellectual* - 9th stanine on full scale mental ability assessment.

*Specific Academic* - 9th stanine on achievement composite nationally normed subject test.

- *Specific Academic Aptitude* includes the areas of language arts, math, science and social studies.

A ~~School or District~~ Gifted ~~Recommendation and Talented~~ Committee shall review all documentation for students, including special populations (~~disabled~~ disabilities, ~~exceptionalities~~, ethnic/minority, ~~underachieving~~ or disadvantaged) to determine identification. The ~~School or District~~ Gifted ~~Recommendation and Talented~~ Committee shall determine service options, location, and provider of services. Alternative behavior checklists and anecdotal measures along with the use of alternative assessment measures, including the use of non-verbal and subtest assessments will be used in special considerations for placement.

**Gifted and Talented Students****GRADES 4-12 GIFTED/TALENTED SERVICES**

Gifted services are designed for students identified in all five (5) areas of giftedness identified in the Gifted Regulation. Service Delivery Options may include a variety of services which are identified in the Kentucky Gifted Regulation. Students must be provided these multiple service delivery options as directed through the required Gifted Student Service Plan and Progress Report. Gifted Services to students shall be provided by professionally qualified and endorsed personnel.

**GIFTED ACCELERATED PROGRAM - ELEMENTARY, MIDDLE, AND LIBERAL ARTS ACADEMY**

The Gifted Accelerated Program is a gifted program service option at the highest level designed to serve those students identified in the areas of general intellectual ability and specific academic aptitude areas of language arts and math. Students are assigned by ~~the District~~ Gifted ~~Recommendation and Talented~~ Committee to an accelerated program school and integrated with other students, as appropriate, through flexible groupings based on interests, needs, and abilities. Eligibility requirements:

- ◆ 9<sup>th</sup> stanine on a total subject composite test which is nationally normed;
- ◆ 9<sup>th</sup> stanine by age on full scale mental ability assessment; and
- ◆ two (2) other pieces of informal documentation supporting the assessment scores.

The ~~District~~ Gifted ~~Recommendation and Talented~~ Committee shall review all documentation data for students including special populations (~~disabled~~ disabilities, exceptionalities, ethnic/minority, underachieving or disadvantaged) to determine identification. If needed, eligible students may be placed on a District rank order. Alternative behavior checklists and anecdotal measures along with the use of alternative assessment measures, including the use of non-verbal and subtest assessments will be used in special considerations for placement.

All students are screened annually for this program through available current assessment data. An application process is available for home school and private school students.

Students who move into the District after May 1st must enroll and attend their home schools for that school year. Incoming students are screened within their first year for the Gifted Accelerated Program for the following year. Students who are placed in this program, and then leave the county for any educational program or sabbatical for one (1) year or less, must resubmit an application during the application period during the leave year for continued placement upon their return. Students on leave for more than a one (1) full year, must resubmit an application for their respective programs and then re-qualify and be evaluated for that program pending space availability.

**Gifted and Talented Students****MATH, SCIENCE AND TECHNOLOGY CENTER (MSTC) – GRADES 9 THROUGH 12**

MSTC is a magnet special program service option at the highest level for students identified in math or science. Students applying must follow the District magnet application policy. Eligibility requires:

- a. ♦ 9<sup>th</sup> stanine in total math composite/concepts and application of achievement test and/or 9<sup>th</sup> stanine in total science of achievement test;

- ♦ MSTC Admissions Test

- b. ♦ Parent/student questionnaire specific to gifted categories (math/science) as part of the Gifted/Talented Program Application;

- c. Test of Critical Thinking;

- d. Algebra on demand problem solved.

The MSTC Selection Committee shall review all testing data to determine a rank order for placement based on the results of the three tests listed above.

The ~~School or District~~ Gifted ~~Recommendation and Talented~~ Committee shall review all testing and interest inventory data for students, including special populations (~~disabled~~ disabilities, exceptionalities, ethnic/minority, underachieving or disadvantaged) to determine a preliminary rank order for the performance event assessment. Placements are offered to eligible students based on the results of the performance events.

**CREATIVITY – GRADES 4 THROUGH 12**

The following guidelines apply to the identification for services in the area of Creative/Divergent Thinking Ability. Eligibility requires a minimum of three (3) pieces of documentation, assessments identified in the Kentucky Gifted Regulation which must include informal evidences or formal assessment.

The ~~School or District~~ Gifted ~~Recommendation and Talented~~ Committee shall review all documentation for students including special populations (~~disabled~~ disabilities, exceptionalities, ethnic/minority, underachieving or disadvantaged) to determine identification. The School or District Gifted and Talented Committee shall determine service options, location, and provider of services.

**VISUAL/PERFORMING ARTS – GRADES 4 THROUGH 12**

The following guidelines apply to the identification for services in the areas of Visual and Performing Arts. Eligibility requires a minimum of three (3) pieces of documentation assessments identified in the Kentucky Gifted Regulation which must include evidence of performance.

The Gifted Recommendation Committee shall review all documentation for students including special populations (disabilities, exceptionalities, ethnic/minority, underachieving or disadvantaged) to determine identification. The Gifted Recommendation Committee shall determine service options, location, and provider of services. Alternative behavior checklists and anecdotal measures for visual and performing arts will be used in special considerations for placement.

Formatted: Justified, Indent: Left: 0.25", Outline numbered + Level: 1 + Aligned at: 0" + Indent at:

Formatted: Justified, Space After: 6 pt

Formatted: Justified

**Gifted and Talented Students****LEADERSHIP – GRADES 4 THROUGH 12**

The following guidelines apply to the identification for services in the area of Leadership. Eligibility requires a minimum of three (3) pieces of documentation assessments identified in the Kentucky Gifted Regulation which must include evidence of leadership roles exhibited.

The ~~School or District~~ Gifted ~~Recommendation and Talented~~ eCommittee shall review all documentation for students including special populations (disabled, ethnic/minority, or disadvantaged) to determine identification. The ~~School or District~~ Gifted ~~Recommendation and Talented~~ Committee shall determine service options, location, and provider of services.

**SCHOOL FOR THE CREATIVE AND PERFORMING ARTS (SCAPA) – GRADES 4 THROUGH 12**

SCAPA is a Gifted/Talented school service option at the highest level for students identified in the areas of Creativity and Visual/Performing Arts. Students applying must follow the District magnet application policy. Eligibility requires:

- ◆ Parent/student questionnaire specific to gifted categories as part of the Gifted/Talented Application
- ◆ Letters of recommendation by specialists, professional artists or appropriate school personnel.
- ◆ Audition/portfolio

The ~~School or District~~ Gifted ~~Recommendation and Talented~~ Committee shall review all documentation for students. Eligible students are placed on a District rank order based on audition/portfolio results.

**CURRICULUM**

Each school shall provide a differentiated, qualitatively different articulated curriculum in accordance with Kentucky Administrative Regulations.

The curriculum shall be differentiated to challenge the talent pool participant and the formally identified gifted learner and further develop the diagnosed talent and/or area of giftedness.

Service options for the formally identified gifted learner shall be described in the Gifted and Talented Student Services Plan (GSSP), which shall match the learner's needs, interests, and abilities, and shall be qualitatively differentiated from those provided in the standard curriculum.

**PERSONNEL/FUNDING**

The District shall submit an application to the state in which seventy-five percent (75%) of the state gifted allocation shall be used in the category of personnel who teach/consult with gifted students. Teachers who work directly with identified gifted students in addition to the regularly assigned classroom teacher(s) or for at least one-half (1/2) of the regular school day in a classroom made up of identified gifted students must hold an appropriate certificate of endorsement for gifted education or an official approval.

Funding for any services beyond the state allocation shall be from District allocations as determined in the District budget.

**Gifted and Talented Students****SERVICES EVALUATION**

Each year, the District Associate Director ~~for of Student Achievement & Support, State and Federal, State, and Magnet~~ Programs shall be responsible for collecting data required for the annual report and submitting it to the Superintendent for his/her signature prior to forwarding it to the Kentucky Department of Education. School data shall be signed by the Principal/Council Chair.

**PROCEDURAL SAFEGUARDS AND GRIEVANCES**

Parents/guardians and/or students (Grades P-12) may petition for identification or may appeal non-identification or appropriateness of services using the following procedures.

1. The appealing party shall request a conference with the District or School personnel responsible for identification and/or delivery of student services. The District or School personnel responsible will consult with the District or School Gifted and Talented Committee.
2. Further appeal concerning curriculum may be made to the school SBDM Council.
3. The appealing party shall submit in writing to the District Associate Director of Student Achievement and Support, State and Federal Programs specifically why he/she believes that screening results are not accurate, or services are not appropriate and why an exception should be made, or reconsideration given.
4. The District Associate Director ~~for of Student Achievement and Support, State and Federal, State, and Magnet~~ Programs shall compile student data and present that along with the petition or appeal to the District Gifted and Talented Committee. The information presented shall include a recommendation accompanied by available substantiating evidence.
5. The Committee shall make a recommendation and respond in writing to the appealing party within ten (10) working days of receipt of the appeal and accompanying information.
6. If the Committee rules in favor of the grievant, the following option shall apply as appropriate.
  - a. He/she may receive a reassessment for identification or a review of services as soon as the School Gifted and Talented Committee completes the GSSP.
  - b. A change in the GSSP or provision of services shall be made in a timely manner.
7. If the Committee rules against the grievant, or if the appeal concerns the non-availability of appropriate service options, a further written appeal may be made to the Superintendent, who must respond in writing within ten (10) working days of receipt of the appeal. The Superintendent will have the final decision in the case.

**Gifted and Talented Students**

**PROGRAM FORMS**

The following forms are located on the District web site (<http://my.fcps.net/gifted>):

- Gifted and Talented Student Services Plan Parental Response Form
- Progress Report for Gifted/Talented Student Services Plan
- Procedural Safeguards and Grievances

**RELATED PROCEDURE:**

09.112 AP.1

EXPLANATION: THE “EVERY STUDENT SUCCEEDS ACT OF 2015” (P. L. 114-95) ELIMINATED THE “SUPPLEMENTAL EDUCATION SERVICES” PROGRAM AND REPLACED IT WITH THE “DIRECT STUDENT SERVICES” PROGRAM WITH A DIFFERENT SET OF OFFERINGS.  
FINANCIAL IMPLICATIONS: POSSIBLE TRANSPORTATION AND MATERIAL/PROGRAM COSTS

## CURRICULUM AND INSTRUCTION

08.133 AP.1

### **Extended School/Direct Student Services**

Eligible students shall be provided extended school (ESS) and/or direct student services (DSS) in accordance with the following procedures.

#### **ELIGIBILITY FOR EXTENDED SCHOOL SERVICES**

One (1) or more of the following methods of documentation shall be used to determine which students shall be eligible for and in the greatest need of extended school services:

1. Teacher recommendation;
2. Academic performance data, including diagnostic, formative, interim, or summative assessments;
3. Student performance on high school, college, and workforce readiness assessments required by KRS 158.6459; or
4. Behavioral and developmental progress as documented in formal and informal assessments and reports.

#### **SELECTION FOR EXTENDED SCHOOL SERVICES**

Selection criteria for the extended school services program shall be in compliance with applicable administrative regulations.

#### **NOTIFICATION TO PARENTS OF EXTENDED SCHOOL SERVICES**

Parents of eligible students shall be notified using Procedure 08.133 AP.2.

The District will inform parents and guardians of the availability of extended school services, the rationale for offering extended school services, and consequences of not obtaining a high school diploma.

#### **DIRECT STUDENT SERVICES**

Direct student services shall be available to students in schools identified by the State for comprehensive support and improvement and for low-achieving students in schools implementing targeted support and improvement plans. Direct student services include:

- Enrollment in academic courses not otherwise available at a student’s school;
- Credit recovery and academic acceleration courses;
- Activities that assist students in successfully completing postsecondary level instruction that are accepted for credit at such institutions (Advanced Placement, International Baccalaureate, etc.);
- Components of a personalized learning approach such as high-quality academic tutoring; and
- Transportation to allow a student enrolled in a school identified for comprehensive support and improvement to transfer to another public school.

Costs associated with direct student services shall be in compliance with state and federal law and regulations.

**Formatted:** Space After: 3 pt, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5", Font Alignment: Auto

**Formatted:** policytext, Space After: 3 pt

CURRICULUM AND INSTRUCTION

08.133 AP.1  
(CONTINUED)

**Extended School/Direct Student Services**

**REFERENCES:**

KRS 158.6459

704 KAR 3:390

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

**RELATED PROCEDURE:**

08.133 AP.2

Formatted: Space After: 0 pt



Formatted: Centered

**Access to Electronic Media Technology Resources****DEFINITION**

~~Electronic media encompasses. Technology resources include~~ access to information through ~~computer-based means. This may include~~ local area networks, wide area networks, the Internet, electronic mail (e-mail), commercial online services, or private or government funded online services. For purposes of this policy and procedure, the term “the system” is used interchangeably with ~~“electronic media technology resources.”~~

Formatted: ksba normal

Formatted: ksba normal

**ACCESS**

Students ~~may~~shall be granted comprehensive access to the system only if ~~their school's the~~ Acceptable Use Policy (AUP) ~~allows student access and if a designated permission form~~ has been signed and submitted by a parent/guardian or by the student if 18 years of age or older.

If a signed AUP is not returned, students will have access to the system for District or SBDM approved curriculum and testing, state required testing, and email only. For students without a signed AUP, access to other web-based resources shall be limited.

Formatted: ksba normal

Formatted: Space After: 4 pt

Formatted: ksba normal

Formatted: ksba normal

In order to maintain access, students must complete an age-appropriate ~~i~~Internet safety program ~~such as iSAFE by the end of the fourth (4<sup>th</sup>) month of each school year. If a student transfers mid year to another school and the receiving school has already offered its internet safety training program and the student did not complete the internet safety training program at his/her previous school, that student shall be allowed to take an abbreviated internet safety training program and complete the complete course the following year. Faculty and staff of schools may only access the system if they have signed the FCPS District Electronic Media Acceptable Use Agreement Form. Likewise, District IAKSS personnel may only access the system if they have signed the FCPS Acceptable Use Agreement Form.~~

Except in cases involving students who are at least eighteen (18) years of age and have no legal guardian, parents/guardians may request that the school/District:

- Provide access so that the parent may examine the contents of their child(ren)'s email files;
- Request in writing to Terminate their child(ren)'s individual email account and/or Internet access; and
- Provide alternative activities for their child(ren) that do not require Internet access.

Parents/guardians wishing to challenge information accessed via the District's technology resources should refer to Policy 08.2322/Review of Instructional Materials and any related procedures.

FCPS staff may only access the system if they have signed the FCPS Acceptable Use Agreement Form. In order to maintain access FCPS staff must complete an Internet safety education course each year.

Formatted: ksba normal

Formatted: Space After: 4 pt

Formatted: ksba normal

**ETHICAL GUIDELINES**

General school and District rules of behavior apply. For example, penalties for destruction or tampering with electronic files or equipment are the same as penalties for destruction or tampering with any other District property. Ethical guidelines shall apply to students, faculty and staff of the District. Online communications are considered public in nature and rules for public behavior shall be followed by all persons using the system. There shall be no assumption of any level of privacy when using the system.

**Access to Electronic Media Technology Resources****ETHICAL GUIDELINES (CONTINUED)**

Some material on the Internet and other systems may contain information that is illegal, inaccurate, defamatory, or offensive. The District's intent is to make access available for educational purposes, but individuals may find ways to access those other illegal or inappropriate materials as well. Individual users of the system are responsible for their behavior. All users of the system shall be obligated to report instances of illegal activity or use of the system that may be deemed inappropriate to either a teacher, administrator, School Technology Coordinator or a District ~~technology administrator~~ ~~network manager~~.

The District will make reasonable effort, by employing industry standard filtering software and devices, to control the transmission of material that may be inappropriate. Likewise, the state has taken measures to reduce statewide access to some electronic resources that are deemed inappropriate.

All data, files, documents, messages, emails, etc. are considered the property of the District if they are stored on or in system storage areas that are the property of the District. These storage areas shall include but not be limited to: individual floppy diskettes, CD-ROMs, local hard drives, server hard drives, diskette and tape backup sets, optical drives, flash media, District or state approved internet cloud resources and any new storage technology implemented after publication of this procedure. An individual's personal storage space on or within the system shall not be presumed to be private. Users should not expect files stored on District servers or through District provided or sponsored technology services, to be private. Therefore, there is no guarantee of privacy.

Network "administrators" (technical personnel responsible for the day-to-day operation of school and District computer networks) and school or District administrators may review files and communications to maintain system integrity and help ensure appropriate use of District resources. To further ensure that the system is used in an appropriate manner, the District will maintain the ability to generate usage logs and present those logs to administrators and/or supervisors for evaluation as needed. Within reason and legal guidelines, freedom of speech and access to information shall be honored. The following activities are inappropriate and will not be permitted:

- violating State and Federal legal requirements addressing student and employee rights to privacy, including unauthorized disclosure, use and dissemination of personal information.
- sending, or willfully receiving, and/or viewing pictures, graphics, sound files, data, or written descriptions which: promote violence, depict full or partial nudity, depict sexual acts, promote intolerance, promote cult activities, promote illegal drugs and/or drug culture, promote militant and/or extremist activity, promote any illegal activity, promote gambling.
- use of profanity.
- Using technology resources to bully, threaten, harassing, intimidateing, or attacking others.
- intentional spreading of malicious software, viruses, worms, etc.
- damaging computers, computer systems, computer networks, or school/District online resources.
- violating copyright laws, including illegal copying of commercial software and/or other protected material.
- using others' system passwords.

Formatted: ksba normal

**Access to Electronic Media Technology Resources****ETHICAL GUIDELINES (CONTINUED)**

- hacking (intentionally attempting (whether successful or not) to circumvent security procedures to gain unauthorized access to systems or data).
- electronically trespassing in others' folders, work or files.
- intentionally wasting limited resources, by using the system for purposes not in support of District instructional or administrative goals.
- sending chain mail and other forms of non-school-related mails commonly known as "Spam."
- employing the system for commercial purposes, financial gain or any illegal activity.
- employing the system for political lobbying.
- disclosing, using or disseminating others' personal information without official authorization.
- ~~using technology resources to bully, threaten or attack any individual or to access and/or set up unauthorized blogs and online journals, including, but not limited to MySpace.com, Facebook.com or Xanga.com.~~

**SCHOOL POLICY**

~~Each school, through its SBDM council or principal (for schools without councils), shall implement an Acceptable Use Policy that (1) incorporates the policies set forth by the Board of Education and (2) provides more specific rules of acceptable use as relates to curriculum and instructional practices for that school, if necessary. Acceptable Use Policies shall include the following:~~

- ~~Categories of individuals who may or may not use the system (e.g. students, staff, families, community groups, etc.)~~
- ~~Reference to Board of Education Policy 08.2323 and this associated administrative procedure~~
- ~~Roles and responsibilities of staff~~
- ~~Description and examples of acceptable uses of systems and online communications~~
- ~~Description and examples of unacceptable uses of systems and online communications~~
- ~~An agreement form for parents/guardians or students who are 18 years of age or older to read, sign, and submit to the school before the student may have access to the system. At a minimum, the form must include a description of online communications, benefits of online communications, potential hazards of online communications, rules, penalties, and a statement assigning responsibility for supervision to parents/guardians if access is to be provided outside the school.~~

**FCPS Electronic Media Technology Resources Acceptable Use Forms****EMPLOYEE RESPONSIBILITIES AND RULES FOR TECHNOLOGY USE**

The use of technology and electronic sources of information enhances the District's educational and work environments. Along with benefits that technology can bring, there are associated responsibilities. While those responsibilities may be specific to technology usage, consequences of misuse of the technology shall be consistent with other District disciplinary actions. For example, penalties for destruction or tampering with electronic files or equipment are the same as penalties for destruction or tampering with any other District property. Likewise, accessing inappropriate material on the Internet is the same as possession of similar paper documents on District property.

As an employee of the Fayette County Public Schools, I agree to use District technology resources in accordance with the following conditions.

I will:

- use all District technology resources and equipment including computers, networks, servers, Internet connections, email, etc. in a manner that directly relates to, and is appropriate for, my specific job function.
- abide by all software license copyright agreements.
- help to maintain system security by keeping all of my passwords private.
- be considerate in my electronic communications by limiting email and email attachments to those that directly relate to my specific job function.
- familiarize myself with the attached Board Policy 08.2323 and its associated Administrative Procedure 08.2323 AP.1, which more specifically list inappropriate behaviors.
- help ensure resource availability for everyone by reporting potential breaches of policy or system security to my supervisor or the Department of Education Technology.

I will not:

- access, send, or willfully receive any material that is inappropriate.
- install software on any computer or server that has not been approved by the Department of Education Technology.
- use any District technology resource for any personal business interest.
- participate in the proliferation of chain e-mail and other non-instructional e-mail commonly referred to as "Spam."
- cause intentional damage to any District technology resource.

I understand that:

- as a technology user, if I am careless in my actions and do not give due consideration to the effects of my actions, that I may have a negative impact on the functionality of the system for others.
- if I fail to uphold my responsibilities as outlined in this agreement and as stated in Board Policy 08.2323 and its associated Administrative Procedure 08.2323 AP.1 that I will be subject to appropriate disciplinary action which may impact my terms of employment.

I have read the Employee Electronic Media Technology Resources Acceptable Use Policy. I understand that I will not be granted access to, nor shall I attempt to access, any Fayette County Public Schools technology resource without my signature first being affixed to this document.

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**FCPS Electronic Media Technology Resources Acceptable Use Forms****PARENT PERMISSION FOR INDEPENDENT TECHNOLOGY ACCESS**

The following agreement form is to be distributed to the parent/guardian of students ~~enrolling in attending~~ Fayette County Public Schools. Prior to students being granted independent ~~and comprehensive~~ access ~~privileges, the following section~~ this form must be completed for students under 18 years of age:

~~As the parent or legal guardian of the student (under 18) signing above, I grant permission for my child to access networked computer services such as electronic mail and the Internet. I understand that this access is designed for educational purposes; however, I also recognize that some materials on the Internet may be objectionable, and I accept responsibility for guidance of Internet use by setting and conveying standards for my child to follow when selecting, sharing, researching, or exploring electronic information and media.~~

~~The following agreement form shall be shared with individual schools and school administrators as an example of a student acceptable use form. This form may be adopted in whole or adapted prior to adoption by school SBDM councils. As stated in policy 08.2323, a written parental request shall be required prior to the student being granted independent access to electronic media involving District technology resources.~~

**FAYETTE COUNTY PUBLIC SCHOOLS****STUDENT ACCEPTABLE USE POLICY**

~~(insert school name here)~~ The District recognizes that access to technology in school gives students greater opportunities to learn, engage, communicate, and develop skills that will prepare them for work, life, and citizenship. We are committed to helping students develop 21<sup>st</sup> century technology and communication skills. To that end, we provide access to technologies for students and staff use for educational purposes. This Acceptable Use Policy (AUP) outline the provisions and expectations of that use by students, teachers, and parents when using school technologies or personally owned devices on District property.

**ROLES AND RESPONSIBILITIES OF STAFF**

The District believes that the use of technology requires all users to be safe and responsible digital citizens. As such, the ~~school and~~ District will utilize the following strategies to help keep users safe.

- Internet safety and digital citizenship instruction for students will take place each year.
- Teachers and staff will actively monitor permitted student technology use within the classroom.
- Internet access will be restricted ~~via proxy~~ as required by state and federal regulations and ~~school~~ District policies. Web activity may be monitored and recorded at any time.
- Network and school administration may review files and communications to ensure appropriate use.

**ROLES AND RESPONSIBILITIES OF PARENTS/GUARDIANS**

~~(insert school name here)~~ The District expects parents/guardians to partner with us to teach students to use available technology safely and appropriately. While the ~~District~~ school will make every effort to prevent inappropriate use, it is impossible to block all inappropriate content. Likewise, any ~~wireless Wi-Fi~~ connection not maintained by the District is not monitored and is the responsibility of the parent/guardian.

**ROLES AND RESPONSIBILITIES OF STUDENTS**

Technology and network access is intended solely to support educational goals and instruction. Students are expected to use resources responsibly and will be held accountable for their behavior and communications. All communications, data and files stored or transmitted via the District network are considered property of Fayette County Public Schools and may be reviewed and/or removed. Within reason and legal guidelines, freedom of speech and access to information shall be honored.

Formatted: Font: Not Italic

Formatted: Font: Not Italic

**FCPS Electronic Media Technology Resources Acceptable Use Forms****EXAMPLES OF ACCEPTABLE USE INCLUDE (BUT ARE NOT LIMITED TO):**

- Follow school and District behavior expectations to be a respectful and responsible digital citizen.
- Use online/network resources (including email) as instructed and for educational purposes.
- Store and share only appropriate ~~material student work and instructional media in provided networked storage spaces.~~
- Use school and/or personal technology only at approved times for ~~appropriate educational~~ purposes.

**EXAMPLES OF UNACCEPTABLE USE INCLUDE (BUT ARE NOT LIMITED TO):**

- Access, send and/or willfully receive any content that is inappropriate, offensive, harassing, or profane in nature or that which promotes violence or illegal activity.
- Willfully waste limited resources or use them for non-academic purposes – (file storage, printing, bandwidth)
- Use or share another person's username or password, or share your username and password with others.
- Compromise the network and its settings in any way – (hacking, spamming, ~~proxy~~ bypassing security, etc.)
- Use the school network for personal gain, entertainment, political promotion or activities unrelated to school.
- Violate copyright laws or commit plagiarism, including the copying of software, music or other copyright protected files.
- Intentionally damage or steal District or personal technology-related property.
- Engage in cyberbullying, harassment, or disrespectful conduct toward others.

**VIOLATIONS OF THE ACCEPTABLE USE POLICY**

~~Students who have a signed AUP form will have access to a user account, where they will be given network access, an email account and network storage space.~~ Students who violate the AUP are subject to the same disciplinary actions as prescribed by the Student Code of Conduct for similar offline behaviors and are at the discretion of the school administration.

**PERSONALLY OWNED DEVICES**

Students who demonstrate good digital citizenship and have a signed AUP may be allowed to connect their personally owned devices to the District network. Such access will be monitored as stated above and will require students to login using their District credentials. **However, families are responsible for all service and support of personal devices. The District is not responsible for any damage or loss incurred with the use of a personal device in the school setting.** Students are expected to use devices for ~~appropriate educational~~ purposes ~~at appropriate times and only with the consent of school staff.~~

Although the use of devices on the District network is monitored, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information sources. Parents and guardians are likewise responsible for what students may access through any non-District ~~wireless Wi-Fi~~ or cellular connection.

**SOCIAL, WEB 2.0 AND COLLABORATIVE CONTENT**

~~The District recognizes that Internet-based resources that can enhance educational activities are growing in number each day. The District may provide access to web sites or tools that support communication and collaboration with others in addition to general productivity. Students are reminded to communicate appropriately and safely via these resources and that communication may be monitored. Use of any website outside of FCPS control is subject to their terms of use and may require specific permission in addition to the AUP.~~

**FCPS ~~Electronic Media Technology Resources~~ Acceptable Use Forms****CONSENT FOR STUDENTS TO CREATE ONLINE ACCOUNTS FOR WEB 2.0 RESOURCES**

As part of instruction, students may use various websites for educational purposes in addition to school-provided resources to create online word clouds, interactive pictures, infographics, presentations and other digital projects. Many of these learning sites require student accounts. Sometimes the district or teachers are able to create accounts for students but not always. The Children's Online Privacy Protection Act (COPPA) requires any child under age 13 to have parental consent before creating accounts on certain Web 2.0 sites. Signing this document indicates that you permit your child to create an account on teacher-designated sites used for educational purposes. The sites teachers use with students must be approved by the District, and the sites must adhere to KRS 61.931; KRS 61.932; KRS 61.933.

**CONSENT FOR USE**

By signing this form, you hereby accept and agree that your child's rights to use the electronic resources provided by the District and/or the Kentucky Department of Education (KDE) are subject to the terms and conditions set forth in District policy/procedure. ~~Please also be advised that d~~Data stored in relation to such services is managed by the District pursuant to policy 08.2323 and accompanying procedures. You also understand that the e-mail address provided to your child can also be used to access other electronic services or technologies that may or may not be sponsored by the District, which provide features such as online storage, online communications and collaborations, and instant messaging. Use of those services is subject to either standard consumer terms of use or a standard consent model. Data stored in those systems, where applicable, may be managed pursuant to the agreement between KDE and designated service providers or between the end user and the service provider. Before your child can use online services, he/she must accept the service agreement and, in certain cases, obtain your consent.

STUDENT NAME \_\_\_\_\_ SCHOOL: \_\_\_\_\_ GRADE: \_\_\_\_\_

PARENT/GUARDIAN NAME (PLEASE PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**NOTE: FEDERAL LAW REQUIRES THE DISTRICT TO MONITOR ONLINE ACTIVITIES OF MINORS.**

As a student of Fayette County Public Schools, ~~(Insert School Name Here)~~ I understand and agree to follow the rules as stated in the Acceptable Use Policy above.

\_\_\_\_\_  
Student Signature Printed Student Name Date

As the parent/guardian of the above student, I understand and agree to the Acceptable Use Policy as stated above and referenced in Board policy 08.2323 and accompanying procedures (available at [www.fcps.net](http://www.fcps.net)). I understand that this consent will remain in effect until the student is no longer enrolled in an FCPS at this school unless I rescind consent in writing.

\_\_\_\_\_  
Parent Signature Printed Parent Name Date

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: sideheading, Left

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: ksba normal, Font color: Auto, Not Highlight

Formatted: Reference, Space After: 6 pt

Formatted: ksba normal, Font color: Auto

Formatted: ksba normal, Font color: Auto, Not Highlight

Formatted: ksba normal, Font: 11 pt

Formatted: ksba normal

EXPLANATION: REVISIONS TO 902 KAR 2:060 REQUIRE A CURRENT IMMUNIZATION CERTIFICATE FOR HOME-SCHOOLED STUDENTS WHO ARE ATTENDING IN-SCHOOL CLASSES OR PARTICIPATING IN SPORTS OR OTHER SCHOOL SPONSORED EXTRA-CURRICULAR ACTIVITIES.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.111 AP.21

**Home Schooling Notification**

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

Dear Parent/Guardian,

All pupils attending Home Schools must notify the Fayette County School System on a yearly basis. (KRS 159.250 in conjunction with KRS 159.030).

In order for us to complete the information, the following information is requested for each pupil.

Please complete and forward to:      Office of Pupil Personnel  
Fayette County Public Schools  
1126 Russell Cave Rd.  
Lexington, Kentucky 40505

Thank you for your cooperation.

\_\_\_\_\_  
Student Full Legal Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (optional): \_\_\_\_\_ Grade Level: \_\_\_\_\_

Age: \_\_\_\_\_ Race (optional): \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Signature

Sincerely,

Director of Pupil Personnel



**Home Schooling Notification****PROCEDURE**

The DPP/designee will offer to meet with the home school teacher to review legal requirements, provide a copy of the best practice document. If a meeting is not possible, copies of the “Home School Information Packet and Best Practice Document” and related information shall be mailed to the home school teacher. The DPP/designee shall use the summary below as a guideline for discussing topics with a prospective home school teacher.

**SUMMARY OF REQUIREMENTS**

Home school teachers are required by state law to do the following:

- Teach the child reading, writing, spelling, grammar, history, math, and civics. KRS 156.160
- Provide no fewer student attendance days than required in current state law.
- Maintain attendance records. KRS 159.040
- Maintain academic records. It is suggested that you maintain a portfolio (compilation) of the child’s best work from year to year. KRS 159.040/KRS 156.160
- Make records available in case of inquiry. KRS 159.040
- Make sure that children between the ages of six (6) and eighteen (18) shall attend an educational institution as described in Kentucky compulsory attendance law. KRS 159.010

Parents of home-schooled students are required by state law to do the following:

- If moving from the District, notify the Superintendent in writing. KRS 159.160
- After notifying the Superintendent of intent to home school, continue to notify the Superintendent each school year prior to the opening of the new school year if planning to continue the home school for the new school year. KRS 159.160

A current immunization certificate shall be required for home-schooled students prior to attending one (1) or more in school classes or participating in sports or other school sponsored extra-curricular activities.

## Gifted/Talented and Magnet School/Program and Gifted Education Program Procedures

### MAGNET SELECTION PROCESS

Magnet Schools/Programs with entry criteria shall conduct a selection process based on criteria specific to the school or program. A lottery shall be implemented in the event the number of qualified applicants exceeds the allotted space identified for the school/program. Any and all criteria must be publicly communicated so parents/guardians can make informed decisions during the application and selection process.

#### 1) Lexington Traditional Magnet School Entrance Criteria

- a. STEM and Liberal Arts:
  - i. Teacher recommendation;
  - ii. MAP Scores 70 percentile or higher in reading and math;
  - iii. Acceptable behavior record.
- b. Visual and Performing Arts
  - i. Completed application;
  - ii. Teacher recommendation;
  - iii. Audition Results;
  - iv. Letters of Recommendation;
  - v. Portfolio.

#### 2) Spanish Immersion Programs, Entrance Criteria (Grades 2 – 12)

- a. Determine available space specific to applicant grade level;
- b. Students demonstrates Spanish language proficiency as evidenced on the Assessment of Performance toward Proficiency in Languages (AAPPL) or like assessment in multiple modes of communication (speaking listening, reading, and writing).
- c. Demonstrates of similar language skills in English;
- d. Entry into the Spanish Immersion program after ninth (9) grade, i.e. 10-12 grade,
  - i. Bryan Station High School Immersion program shall petition/request the opportunity to screen students for eligibility;
  - ii. A meeting with the School Chief and the Associate Director for Federal, State and Magnet Programs must be conducted to determine eligibility;
  - iii. If eligibility is determined, the student may be screened for potential placement in the program;
  - iv. An academic writing sample may be required as additional evidence of proficiency.

Formatted: Centered

Formatted: sideheading

Formatted: ksba normal, Font color: Auto

Formatted: ksba normal, Font: 10 pt, Font color: Auto

Formatted: Justified, Space After: 6 pt, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Justified, Space After: 6 pt, Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Justified, Space After: 6 pt, Numbered + Level: 3 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 1.38" + Indent at: 1.5"

Formatted: ksba normal, Font: 10 pt, Font color: Auto

Formatted: ksba normal, Font: 10 pt, Font color: Auto

### Magnet School/Program and Gifted Education Program Procedures

#### APPLICATION PROCESS

Gifted/Talented and Magnet Program Services shall manage applications for Gifted/Talented (Liberal Arts Academy at Henry Clay High School, SCAPA at Bluegrass/Lafayette High School, and MSTC at Paul L. Dunbar High School) and Magnet schools/programs. Students who are enrolled in Fayette County Schools do not have to complete an application for the Gifted Accelerated Program since all students will have the opportunity for screening and selection for this program. Home school and private school students in Fayette County must apply during the fall application period.

Formatted: Font color: Auto

Applications for Magnet schools/programs and Gifted/Talented programs shall be permitted and open to Fayette County residents ONLY. All requested information must be provided for applications to be considered. (If Fayette County proof of residency is not provided at the time of school registration/enrollment, the placement offer extended is null and void.) The application deadline is October 7<sup>th</sup>, unless October 7<sup>th</sup> is a Saturday or Sunday, in which case the deadline shall be the next Monday. Parents/guardians shall be given the opportunity to correct incomplete and/or erroneous applications through the application deadline. When it is in the best interest of the child, the Superintendent/designee may waive the deadline and treat the applicant as though the application were on time.

#### MAGNET LOTTERY

Lotteries shall be conducted by the Office of Data, Research & Evaluation. Such lotteries shall include the following prioritized factors:

- The Federal, State, and Magnet Program Office will implement a marketing and recruitment process to ensure a diverse pool of applicants and transparency in the lottery process.
- A significant weight to ~~support~~ensure sibling preference, and
- ~~Extra or reduced weight as needed to assist schools in meeting diversity goals.~~

-For the purpose of this Board Policy and Administrative Procedures, a sibling shall be defined as a sister, half-sister, step-sister, brother, half-brother, step-brother, or student under legal guardianship living in the same residence and applying for enrollment in the same school so students will attend concurrently the following year. If families with students in the secondary levels of the Spanish Immersion program (at Bryan Station Middle School or Bryan Station High School) have signed contracts committing the current students to participation in the program through 12<sup>th</sup> grade, their sibling applicants to Maxwell will be given preference. IAKSS staff shall request documentation of an applicant's sibling status.

For the purpose of this Board Policy and Administrative Procedures, diversity goals are defined as bringing all involved magnet and regular schools closer to the District-wide, school level averages for economic and ethnic diversity. If or whenever the Board approves a different diversity goal for any specific school, that goal shall guide the diversity lottery weight for that school.

**Gifted/Talented and Magnet School/Program Procedures****PLACEMENT OFFERS**

Placement offers shall be made only to Fayette County residents. Parents/guardians of students who are offered placement or wait listed rankings shall receive the offer in writing and shall have at least seven (7) calendar days to respond.

The following provisions apply to the Gifted/Talented and Magnet School/Program placement process:

- Applicants/screened students not placed (wait listed) into a magnet school/program and/or a gifted/talented program must reapply or participate in the screening process to be considered the following year;
- Students will be considered only for magnet and/or gifted/talented schools/programs for which they apply;
- Students may accept placement only for the magnet school/program or gifted/talented program that has been offered;
- Students who are offered placement for more than one (1) school or program shall be considered as rejecting all standing offers when they accept one (1) of the offers.

**MAGNET APPEALS**

A parent and/or guardian whose child does not meet the criteria for a magnet school/program to which they have applied shall be informed by letter by the appropriate staff at IAKSS. A parent and/or guardian who wishes to appeal must submit written documentation showing the child meets the criteria within seven (7) days (excluding recognized holidays) of the date on the letter. Appeals shall be reviewed by the Magnet Admissions Review Sub-Committee.

**GIFTED GRIEVANCES**

The grievance appeal process for gifted and talented placement and services shall be addressed in administrative procedure 08.132 AP.1/Gifted Talented Students.

The Superintendent shall make the final decision regarding all appeals.

**RELATED PROCEDURE:**

08.132 AP.1

### **Accelerated Placement in the Primary Program**

#### **ACCELERATED PLACEMENT OF KINDERGARTEN STUDENTS AND STUDENTS IN GRADES 1-8**

A ~~studentchild who is at least five (5) years of age on or before October 1<sup>st</sup>, but less than six (6) years of age,~~ may be advanced through the primary program if the student is determined by the District to have acquired the academic and social skills taught in the first level of the primary program (kindergarten) and that advancement would be in his/her best educational interest.

A child who is currently in the second level of the primary program through grade 8 may be advanced a grade level if the student is determined to have acquired the academic and social and emotional skills for a whole grade acceleration and that advancement would be in his/her best educational interest.

Formatted: Font color: Auto

Formatted: Font color: Auto

Parents or legal guardians seeking acceleration for a child shall make a request in writing to the Associate Director of State and Federal Programs by ~~February~~March 1<sup>st</sup> of the year prior to enrollment.

Upon receiving the request, the Associate Director ~~for Federal, State, of Gifted/Talented & and Magnet Programs~~School Services will send an information packet to the parent outlining the accelerated placement process, including required documentation and timeline (15 school days) for completing the request process.

#### **ACCELERATED PLACEMENT TEAM**

The ~~Associate Director for of State and~~ Federal, State and Magnet Programs (or designee) shall convene an Accelerated Placement Team ~~three person (minimum) team~~, beginning with the gaining school's existing Gifted/Talented committee, who has knowledge of grade-level appropriate developmental skills and abilities. This team shall serve as the Accelerated Placement Team and may add additional team members from the following categories as necessary: teachers, parents, psychologists, principals, and District specialists. The District Gifted and Talented Recommendation Committee ~~Associate Director of State and Federal Programs (or designee) shall chair the team and~~ shall ensure that District standards related to accelerated placement are followed.

The Accelerated Placement Team shall review, at a minimum, data from the following categories:

1. Anecdotal records provided by parents, pre-school teachers, etc.;
2. A variety of related student work samples, including evidence of student self-reflection; and
3. Standardized test results related to reading, math, language, science, and mental ability.

The Accelerated Placement Team shall compile this information and complete the Iowa Acceleration Scale. An Iowa Acceleration Scale score of 60+ shall be considered appropriate for recommendation to grade accelerate a student.

#### **RECOMMENDATION TO BOARD OF EDUCATION**

The Associate Director of State and Federal Programs shall accept the recommendation for acceleration and submit it to the Board for approval. The Associate Director of State and Federal Programs shall be responsible for notifying parents and the school upon approval by the Board.

STUDENTS

09.121 AP.1  
(CONTINUED)

**Accelerated Placement in the Primary Program**

**REPORT TO KDE**

For students to be granted accelerated placement in the second level of the primary program, the Associate Director ~~of State and for~~ Federal, State, and Magnet Programs shall forward the following information to the appropriate office at the Kentucky Department of Education:

1. A list of data sources used in making the decision;
2. A list of all individuals who submitted the data sources;
3. A list of team members; and
4. The data needed to create a pupil attendance record.

**Application for Waiver of Fees**

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 _____	Sex _____	Student's Phone Number _____
School _____	Grade _____	Homeroom/Classroom _____	

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:

NAME	BIRTHDATE	GRADE	SCHOOL ATTENDING

**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 \_\_\_\_\_

- Is the family presently receiving or eligible to receive any type of financial aid from the Kentucky Cabinet for Health & Family Services? ☐ YES ☐ NO
- 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~~ attends a school with 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 from the required Household Income Form (HIF)? This information will determine~~ 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: HB 147 AMENDS KRS 158.838 TO ADD MEDICATION PRESCRIBED TO TREAT SEIZURE DISORDER SYMPTOMS, REQUIRES THAT A SEIZURE ACTION PLAN BE CREATED FOR STUDENTS WITH SEIZURE DISORDERS, TRAINING FOR PERSONNEL AND HOW THEY CAN BE CONTACTED DURING AN EMERGENCY.

FINANCIAL IMPLICATIONS: COST OF TRAINING

STUDENTS

09.224 AP.1

### **Emergency Medical Care Procedures**

The emergency medical care procedures listed below are to be followed in case of serious accidents and/or sudden illnesses occurring in the schools:

#### **EMERGENCY INFORMATION**

Emergency care information for each student shall be filed in the Principal's office. This information is to include:

1. Student's name, address, and date of birth.
2. Parents' names, addresses, and home, work, and emergency phone numbers.
3. Name and phone number of family physician and permission to contact health care professionals in case of emergency.
4. Name and phone number of "emergency" contact (person other than parent/guardian) to reach, if necessary.
5. Unusual medical problems, if any.

#### **MEDICAL EMERGENCY PROCEDURES**

The following procedures shall be used in a medical emergency:

1. Administer first aid by a school employee trained in first aid and CPR in accordance with state regulation.
2. Contact the child's parent or other authorized person(s) listed on the school emergency card to:
  - a. Inform parent or authorized contact that the child is not able to remain at school.
  - b. Indicate the apparent symptoms; however, do not attempt to diagnose.
  - c. Advise the contact that s/he may want to contact a health care practitioner regarding the child's condition.
3. Take care of child until parent, health care practitioner, or ambulance arrives.
4. Use emergency ambulance service if needed.
5. Administer medication in accordance with District policy and procedure when ordered by the student's personal health care practitioner.
6. Keep the student in a first aid area if s/he appears to be unable to return to the classroom.
7. Do not allow the student to leave school with anyone other than the parent/guardian/designee after an accident or when ill.
8. After a child has an accident or becomes ill at school, arrange transportation home with the parent/guardian/designee.
9. Report all emergency situations to the building administrator.
10. Treat students with contagious diseases, including AIDS, according to state guidelines.
11. Employees shall follow the District's Exposure Control Plan when clean-up of body fluids is required.

**Emergency Medical Care Procedures****SUPPLIES/PERSONNEL**

1. Each school shall have an approved first-aid kit and designated first-aid area.
2. Each school shall keep stock epinephrine as suggested in KRS 158.836.
3. At least two (2) adult employees in each school shall have completed and been certified in a standard first-aid course, including but not limited to, CPR.
4. As provided by Policy 09.224, any school that has a student enrolled with diabetes or seizure disorders shall have on duty during the school day or during any school-related activities in which the student is a participant, at least one (1) school employee who is a licensed medical professional, or has been appropriately trained to administer or assist with the self-administration of glucagon, insulin or ~~FDA-approved~~ seizure rescue medication or medication prescribed to treat seizure disorder symptoms approved by the FDA as prescribed by the student's health care practitioner. The training shall also include recognition of the signs and symptoms of seizures and the appropriate steps to be taken to respond to these symptoms.
5. The parent or guardian of each student diagnosed with a seizure disorder shall collaborate with school personnel to implement a seizure action plan, prepared by the student's treating physician, which shall be kept on file in the office of the school nurse or school administrator.
6. Any school personnel or volunteers responsible for the supervision or care of a student diagnosed with a seizure disorder shall be given notice of the seizure action plan, the identity of the school employee or employees trained in the administration of seizure medication, and how they may be contacted in the event of an emergency.

Formatted: ksba normal, Font: Not Bold

Formatted: ksba normal

Formatted: ksba normal, Font: Not Bold

Formatted: ksba normal

Formatted: ksba normal

Formatted: ksba normal, Font: Not Bold

Formatted: ksba normal, Font: Not Bold

Formatted: ksba normal, Font: Not Bold

Formatted: ksba normal, Font: Not Bold

**DOCUMENTATION**

A complete record of any emergency care provided shall be made and filed with the student's health record. The following information shall be recorded:

1. Time and place accident or illness occurred.
2. Causative factors, if known.
3. Type of care provided and name(s) of person(s) who gave emergency treatment.
4. Condition of the student receiving emergency care.
5. Verification of actual contacts and attempts to contact parent/guardian.
6. List of names of persons who witnessed the accident or illness and the treatment rendered, as appropriate.

**RELATED POLICIES:**

09.224; 09.2241

**RELATED PROCEDURES:**

09.224 AP.21; 09.2241 AP.22; 09.2241 AP.23

## **Child Abuse/Neglect/Dependency**

### **MAKING AN ORAL REPORT**

District employees who receive information from or about a student that causes them to know or gives them reasonable cause to believe that a child is dependent, neglected, abused, or is a victim of human trafficking will promptly make an oral report to the proper authorities listed in Policy 09.227 and may assist the student in making such a report. All employees who know or have reasonable cause to believe that a child is dependent, neglected, or abused have the responsibility to report. Any attempt to prevent such a report is illegal.

The individual making an oral report should make a personal record of the report, including the date and time of report and name of the individual to whom the report was made.

The confidentiality of identifying information pertaining to individuals making a report is protected as provided by statute (KRS 620.050).

### **OBLIGATION TO REPORT**

~~A school employee who knows or has reasonable cause to believe a child is dependent, abused, 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.~~

**Child Abuse/Neglect/Dependency****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.~~

DRAFT 5/21/18

STUDENTS

09.36 AP.21

Formatted: Centered

### Extended Field Trip Request

(In excess of 150 Miles, Overnight, Out-of-State or use by Common Carrier)

This form must be completed and sent to the appropriate Chief School Director in time to be placed on the agenda of the Fayette County Board of Education prior to the planned trip date. Safety and liability issues, as well as the availability of substitute teachers (where applicable) are all areas of Board responsibility.

~~Terms of the student fee waiver policy apply to all trips that are scheduled within the instructional day.~~

**ALL ITEMS MUST BE COMPLETED FOR TRIP TO BE CONSIDERED.**

SCHOOL \_\_\_\_\_

Estimated # OF STUDENTS ELIGIBLE FOR TRIP \_\_\_\_\_

Male \_\_\_\_\_ Female \_\_\_\_\_

ORGANIZATION OR GROUP \_\_\_\_\_

Estimated # OF STUDENTS PARTICIPATING \_\_\_\_\_

Male \_\_\_\_\_ Female \_\_\_\_\_

DATE(S) OF TRIP (Including Travel) \_\_\_\_\_ # OF SCHOOL DAYS INVOLVED \_\_\_\_\_  
*Administrative Procedure 09.36 AP.1, maximum of three (3) days*

Formatted: Space Before: 6 pt

SPONSOR'S NAME \_\_\_\_\_

**TOTAL ADDITIONAL MALE** CHAPERONES \_\_\_\_\_ **FEMALE CHAPERONES** \_\_\_\_\_ **Teacher/Student Ratio** \_\_\_\_\_

**# CHAPERONES THAT ARE NON-TEACHING STAFF** \_\_\_\_\_

**LOCATION(S) AND CITY/STATE TO BE VISITED:** \_\_\_\_\_

**CITY/STATE:** \_\_\_\_\_

**SUBSTITUTE REQUIRED:** ☐ Yes ☐ No **# OF SUBSTITUTES REQUIRED** \_\_\_\_\_ **FORM ATTACHED**

☐ For out of state trips, please check here if medical assistance from a licensed medical professional is required for any students on trip. **School nurse MUST be notified of trip.**

**# OF STUDENTS EXCLUDED BY SCHOOL** \_\_\_\_\_ (reason for exclusion)

☐ Discipline \_\_\_\_\_ ☐ Academic \_\_\_\_\_ ☐ Other \_\_\_\_\_ (Please explain reason on a separate sheet and attach.)

**# BY RACE:** ☐ White \_\_\_\_\_ ☐ Black \_\_\_\_\_ ☐ Hispanic \_\_\_\_\_ ☐ Asian or Pacific Islander \_\_\_\_\_

☐ American Indian or Alaskan Native \_\_\_\_\_ ☐ Other \_\_\_\_\_ **# BY GENDER** Male \_\_\_\_\_ Female \_\_\_\_\_

~~If trip is CANCELLED, all parties involved must be notified in a timely manner. Commercial carrier contracts may require school or group payment if not notified promptly.~~

#### TRANSPORTATION PROVISIONS:

☐ Fayette County Public School bus (Complete the remainder of this section only if transportation is to be provided by private carrier.)

☐ Commercial Travel; Insurance Coverage Provided by Travel Firm: \_\_\_\_\_

Why is a Commercial Carrier being used in lieu of a Fayette County School Bus? \_\_\_\_\_

☐ Private Travel (Review 09.36 AP.1: Restrictions, parent notification, driver notification.)

➤ Parent Transport – Own vehicle If private travel has been checked, please provide NAME OF DRIVERS, INSURANCE COMPANY, LIMITS OF LIABILITY.

➤ Trip Sponsor Transport – Own vehicle

☐ Rental Vehicle – Type of vehicle \_\_\_\_\_, Rental Company \_\_\_\_\_

Formatted: Font: 10 pt, Bold, Font color: Blue

STUDENTS

09.36 AP.21  
(CONTINUED)

### Extended Field Trip Request

#### **COST OF TRIP**

Estimated Total Cost of Trip

\$ \_\_\_\_\_

Meals/Lodging/Transportation \_\_\_\_\_

\_\_\_\_\_  
*Name of Facility and City for Lodging*

\$ \_\_\_\_\_

Additional Expenses (Specify) \_\_\_\_\_

\$ \_\_\_\_\_

**\*\*TOTAL COST**

How Expenses of Trip Are to Be Paid

\$ \_\_\_\_\_

School Share

\$ \_\_\_\_\_

Association or Parent Group (Specify) \_\_\_\_\_

\$ \_\_\_\_\_

Student's Share (Individual Amount \$ \_\_\_\_\_)

**Provisions must be made for students who are unable to pay their share for any trip made during the instructional day.**

**Terms of the student fee waiver policy apply to all trips that are scheduled within the instructional day.**

**Formatted:** Font: Bold

**Formatted:** Justified

\$ \_\_\_\_\_

**\*\*TOTAL PAYMENT MUST MATCH TOTAL COST**  
**ABOVE\*\***

**\*\*\*Estimated cost and total payments must be the same total.**

**PLEASE CHECK TO INDICATE ~~THAT~~ THE FOLLOWING ITEMS HAVE BEEN ADDRESSED:**

Field Trip Policy & Procedures & Forms Have Been Reviewed ☐ Yes ☐ No

List of Students Participating Attached ☐ Yes ☐ No

Substitute Request Attached **Through AESOP if Applicable (if school days are used)** ☐ Yes ☐ No

Cost of Trip Completed ☐ Yes ☐ No

Trip Complies with Title IX Equity Issues (middle and high schools) ☐ Yes ☐ No

Complete Itinerary of the Trip Attached ☐ Yes ☐ No

Educational Plan for the Trip Attached (if instructional in nature) ☐ Yes ☐ No

#### **PRIOR to trip, sponsor will ensure completion**

① Trip Reviewed by SBDM Council On (date) \_\_\_\_\_ ☐ Yes ☐ No

① All Chaperones are on the Approved Volunteer List & Approved by Principal ☐ Yes ☐ No

① List of Chaperones completed (Mark whether teacher, parent, etc.) ☐ Yes ☐ No

① Field Trip Policy & Procedures have been reviewed by all chaperones on trip ☐ Yes ☐ No

① Field trip rules been explained to the students, chaperones and families ☐ Yes ☐ No

**Per Kentucky regulations, all trip forms/signatures shall be retained at school for five (5) years.**

I accept the responsibility of seeing that the above event is represented accurately and shall be carried out in accordance with Board Policies, Administrative Procedures, and any applicable school council policies.

\_\_\_\_\_  
**Signature: Trip Sponsor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature: Principal Approval**

\_\_\_\_\_  
**Date**

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Early Childhood Department Updates (preschool calendar/locations, First 5 Lex, STAR-Ratings)**

**PREPARED BY: Whitney Stevenson**

**Recommended Action on: 6/11/2018  
Informational Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: N/A**

**Background/Rationale: The Preschool calendar varies from the district calendar regarding a later start date (the Wednesday after K-12) and Preschool Work Days. The 2018-2019 preschool calendar reflects preschool starting August 22<sup>nd</sup>, 2018 (with August 22<sup>nd</sup> and 23<sup>rd</sup>) used as transition days for AM/PM sessions and 12 Preschool Work Days placed throughout the year. The updated locations list provides the 2 new sites for the 18-19 school year (Glendover & Sandersville). First 5 Lex updates will include the activities that have been completed throughout this past year and the community partnerships that have occurred. The accomplishment of all FCPS preschool sites achieving 5 STAR-ratings in the state quality rating and improvement system will be shared and celebrated.**

**Policy: N/A**

**Fiscal Impact: N/A**

**Attachments(s): Preschool Calendar/Preschool Locations List**

**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](http://www.fcps.net)

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

**Fayette County Preschool Calendar  
2018-2019**

<b>August</b>	<b>22</b>	<b>First day of Preschool for PM Session-Transition Day; Full Day sessions attend both days</b>
	<b>23</b>	<b>First day of Preschool for AM Session-Transition Day; Full Day sessions attend both days</b>
	24	No classes for PreK-12
	<b>27</b>	<b>ALL PRESCHOOL CHILDREN ATTEND</b>
<b>September</b>	3	Holiday-Labor Day; Schools and Offices Closed
	<b>27</b>	<b>No classes for Preschool Students</b>
	<b>28</b>	<b>No classes for Preschool Students</b>
<b>October</b>	4-5	Fall Break
	<b>25</b>	<b>No classes for Preschool Students</b>
	<b>26</b>	<b>No classes for Preschool Students</b>
<b>November</b>	5	<b>No classes for Preschool Students</b>
	6	Election Day; No classes for PreK-12
	21-23	Thanksgiving Break; Schools and Offices closed
<b>December</b>	20-Jan. 2	Winter Break
<b>January</b>	3	Classes resume
	21	Holiday-Martin Luther King Jr. Day; Schools and Offices Closed
	<b>22</b>	<b>No classes for Preschool students</b>
<b>February</b>	18	Holiday-Presidents Day; Schools and Offices Closed
<b>March</b>	<b>4</b>	<b>No classes for Preschool students</b>
	<b>5</b>	<b>No classes for Preschool students</b>
	15	No classes for PreK-12; possible weather make-up day
<b>April</b>	1-5	Spring Break Week
	<b>18</b>	<b>No classes for Preschool students</b>
	<b>19</b>	<b>No classes for Preschool students</b>
<b>May</b>	<b>13</b>	<b>No classes for Preschool students</b>
	<b>14</b>	<b>No classes for Preschool students</b>
	21	Election Day; No classes for PreK-12
	27	Holiday-Memorial Day; Schools and Offices Closed
	28	Last Day of School

**2018-2019 Instructional Days for Preschoolers: 160**



## FCPS Preschool Classrooms 2018-2019

School	# of Rooms	Start & End Times	New for the 18-19 school year
Arlington	2 (1 Full Day- HS Partnership)	7:35-2:35 7:35-10:35 & 11:35-2:35	
BTWA	1	7:35-10:35 & 11:35-2:35	
Breckinridge	2	7:35-10:35 & 11:35-2:35	
Cardinal Valley	1	7:35-10:35 & 11:35-2:35	
Coventry Oak	1	7:35-10:35 & 11:35-2:35	
Deep Springs	2 (1 Full Day- HS Partnership)	7:35-2:35 7:35-10:35 & 11:35-2:35	
Dixie	1	7:35-10:35 & 11:35-2:35	
Family Care	1	7:00-9:55 & 10:55-1:50	
FC Preschool Center	4 (Full Day Migrant)	7:00-1:50 7:00-9:55 & 10:55-1:50	
Glendover	1	7:35-10:35 & 11:35-2:35	✓
James Lane Allen	2 (1 Full Day- HS Partnership)	7:35-2:35 7:35-10:35 & 11:35-2:35	
Julius Marks	1	7:35-10:35 & 11:35-2:35	
Mary Todd	1	8:15-11:15	

		& 12:15-3:15	
Meadowthorpe	1	7:35-10:35 & 11:35-2:35	
Millcreek	3	7:00-9:55 & 10:55-1:50	
Northern	1	7:35-10:35 & 11:35-2:35	
Picadome	1	7:35-10:35 & 11:35-2:35	
Russell Cave	1	7:35-10:35 & 11:35-2:35	
Sandersville	1	7:35-10:35 & 11:35-2:35	✓
Southern	1	7:35-10:35 & 11:35-2:35	
Squires	1	7:35-10:35 & 11:35-2:35	
Stonewall	1	7:00-9:55 & 10:55-1:50	
Tates Creek	1	7:35-10:35 & 11:35-2:35	
UK-ECL	1 (Full Day)	7:50-2:50 (no FCPS transport)	
Wellington	1	7:35-10:35 & 11:35-2:35	
WWB	2 (Both Full Day-HS Blended)	7:35-2:35	
Yates	3	7:00-9:55 & 10:55-1:50	



FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** June 25, 2018

**TOPIC:** Facility Usage Hourly Rate Schedule for School Year 2018-2019  
(Effective July 1, 2018)

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

**Recommended Action on:** 6/25/2018  
Informational Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** N/A

**Background/Rationale:** Pursuant to Board Policy 05.3, the District is required to recover costs associated with the use by outside groups of facilities and grounds for non-school activities. In order to recover utility, maintenance, personnel, and other operational costs, a Facility Usage Hourly Rate Schedule has been developed. The Hourly Rate Schedule is revised annually to accommodate changes in District costs and needs and is presented to the Board for its information.

Utility/Maintenance Fees are designed to recover expenses associated with utilities such as electric, gas, water, and sewer; and expenses associated with facility maintenance and wear and tear. The utility component of the Utility/Maintenance Fees is customarily increased each year to account for annual increases in utility costs as determined by the FCPS Energy Manager. The utility component of the 2018-19 Utility/Maintenance Fees has not changed, overall, than its 2017-18 counterpart. Maintenance and wear and tear costs have been established at 200% of utility fees for high school football fields; and at 25% of utility fees for all other facilities.

Personnel Fees are designed to recover expenses associated with the compensation of District personnel assigned to oversee the use of District facilities. Personnel Fees are established by using a district average for the appropriate job classification on the single salary schedule, plus 29% for benefits, and adjustment to accommodate for overtime. It is the recommendation of the Budget and Financial Planning Department that the Personnel Fees reflect the current overtime and benefits rates.

Rental Fees are only applied to rentals initiated by non-commercial organizations other than school-related, charitable, civic, governmental, non-profit, and religious groups. Where applicable, Rental Fees are charged in addition to Utility/Maintenance and Personnel Fees. Each Rental Fee is established at 50% of the sum of (a) the applicable Utility/Maintenance Fee, plus (b) an amount equal to the Personnel Fee for 1 custodian (or, in the case of a kitchen rental, the Personnel Fee for 1 food service worker).

The Hourly Rate Schedule is customarily updated on July 1 of each year. **Groups or individuals using District facilities or grounds are subject to the rates in effect at the time facilities or grounds are used.**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

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

Superintendent Emmanuel Caulk

**FACILITY USAGE HOURLY RATE SCHEDULE  
FOR SCHOOL YEAR 2018 - 2019  
(Effective July 1, 2018)**

<u>TYPE OF ROOM / FACILITY</u>	<u>UTILITY / MAINTENANCE FEE</u>	<u>PERSONNEL FEE*</u>	<u>RENTAL FEE</u>
<b>CLASSROOM / LIBRARY</b>			
<i>Elementary</i>	\$11.20	See Personnel Fees	\$20.20
<i>Middle School</i>	\$19.90	See Personnel Fees	\$24.60
<i>High School</i>	\$26.30	See Personnel Fees	\$27.80
<b>AUDITORIUM:</b>			
<i>High School</i>	\$54.80	See Personnel Fees	\$42.05
<b>CAFETERIA:</b>			
<i>Elementary</i>	\$22.10	See Personnel Fees	\$26.55
<i>Middle School</i>	\$33.00	See Personnel Fees	\$32.00
<i>High School</i>	\$54.80	See Personnel Fees	\$42.90
<b>KITCHEN:</b>			
<i>Elementary</i>	\$11.20	See Personnel Fees	\$20.20
<i>Middle School</i>	\$22.10	See Personnel Fees	\$25.70
<i>High School</i>	\$28.90	See Personnel Fees	\$39.00
<b>ATHLETIC FACILITY:</b>			
<b>GYMNASIUM:</b>			
<i>Elementary</i>	\$17.65	See Personnel Fees	\$23.45
<i>Middle School</i>	\$22.11	See Personnel Fees	\$25.70
<i>High School</i>	\$76.95	See Personnel Fees	\$53.10
<b>FOOTBALL FIELD:</b>	\$158.10	See Personnel Fees	\$93.70
<b>RUNNING TRACK:</b>	\$66.00	See Personnel Fees	\$47.65
<b>BASEBALL FIELD:</b>	\$42.00	See Personnel Fees	\$35.65
<b>SOFTBALL FIELD:</b>	\$42.00	See Personnel Fees	\$35.65
<b>OTHER:</b>	\$22.10	See Personnel Fees	\$25.70

**\* PERSONNEL FEES**

**CUSTODIAL:** The Personnel Fee for custodians is **\$29.25 per custodian per hour**. As a general rule, at least one custodian or other type of District employee is required to be on duty for all rentals. If the District determines additional custodial or other personnel are required, the applicant will be charged accordingly.

**FOOD SERVICE:** The Personnel Fee for food service workers is **\$31.00 per worker per hour**. At least one food service worker is required to be on duty at all times for rentals involving kitchen areas--no exceptions. If the District determines additional food service personnel are required, the applicant will be charged accordingly.

**TECHNICAL SUPPORT:** The Personnel Fee for technical support personnel is **\$62.00 per technician per hour**. As a general rule, at least one technician is required to be on duty during the use of school-owned technical equipment (audio, video, lighting, etc.). If the District determines additional technical support personnel are required, the applicant will be charged accordingly.

**SECURITY:** The Personnel Fee for law enforcement personnel is **\$51.50 per officer per hour**. If the District determines security is required for an activity, at least one District law enforcement officer must be on duty at all times designated by the District. If the District determines additional law enforcement personnel are required, the applicant will be charged accordingly.

<b>Policy:</b>	<b>Board Policy 05.3 – Use of School Facilities and Equipment</b>
<b>Fiscal Impact:</b>	<b>N/A</b>
<b>Attachment(s):</b>	<b>None</b>

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

**MEETING: Planning**

**DATE: 6/11/2018**

**TOPIC: Pay Date Schedule FY19**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 6/25/2018  
Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion:** A motion is in order to: “Accept the Pay Date Schedule FY19 as presented to the Board.”

**Background/Rationale:** We are required annually to get approved pay dates for the upcoming fiscal year.

**Policy: 03.121 03.221 (Personnel – Salaries)**

**Fiscal Impact: NA**

**Attachments(s): Pay date schedule attached.**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

Board of Education: 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](http://www.fcps.net)

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

## FY 2018/2019 PAY DATE SCHEDULE

Reporting Period	Pay Date
June 16 - June 29	July 13, 2018*
June 30 - July 13	July 31, 2018*
July 14 - July 27	August 15, 2018*
July 28 - August 10	August 31, 2018
<b>August 11 - August 31</b>	September 14, 2018
September 1 - September 14	September 28, 2018
September 15 - September 28	October 15, 2018
September 29 - October 12	October 31, 2018
October 13 - October 26	November 15, 2018
October 27 - November 9	November 30, 2018
November 10 - November 23	December 14, 2018
November 24 - December 7	December 21, 2018
<b>December 8 - December 28</b>	January 15, 2019
December 29 - January 11	January 31, 2019
January 12 - January 25	February 15, 2019
January 26 - February 8	February 28, 2019
February 9 - February 22	March 15, 2019
February 23 - March 8	March 29, 2019
March 9 - March 22	April 15, 2019
<b>March 23 - April 12</b>	April 30, 2019
April 13 - April 26	May 15, 2019
April 27 - May 10	May 31, 2019
May 11 - May 24	June 14, 2019
<b>May 25 - June 14</b>	June 28, 2019
June 15 - June 28	July 15, 2019*
June 29 - July 12	July 31, 2019*
July 13 - July 26	August 15, 2019*

\* Summer checks for FY19 earnings.

12-month employees paycheck dates: July 15, 2018 – June 28, 2019.

Less than 12-month hourly employees will be paid August 31, 2018 – August 15, 2019

Insurance premiums will be deducted based on the beginning and end dates of your pay cycle and on the number of days worked.

**Note:** Salaries are annualized. The reporting periods listed above are used as cut-off dates for reporting absences, docked days, overtime, stipends, ESS and compensating substitute employees. Reporting periods and/or pay dates are subject to change as necessary to allow for holidays and other scheduled breaks.

Three week reporting periods are denoted in bold print. Highlighted Pay Dates are exceptions to the 15<sup>th</sup> and last day of the month pay schedule due to holiday office closures. All other pay dates listed above reflect the actual date unless the pay date falls on a weekend or holiday.

**STAFF CONTACT:** Rodney Jackson, Director of Finance 381-4141

**Related Policies:** 03.121, 03.221



FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Planning**

**DATE: 06/11/2018**

**TOPIC: School Activity Funds Report Placeholder**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 06/25/2018**

**Informational Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: N/A**

**Background/Rationale:** School Activity Fund Reports for the period ending April 30, 2018. The report details each school's activity fund expenses and receipts for the month and year ending previously noted.

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

**Fiscal Impact: N/A**

**Attachments(s): School Activity Funds Report**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

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](http://www.fcps.net)

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





FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Planning**

**DATE: 06/11/2018**

**TOPIC: Monthly Financial Reports Placeholder**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 06/25/2018**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion:** A motion is in order to: “Accept the Monthly Treasurer’s Report of Revenue/Expense reports as presented to the Board.”

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

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

**Fiscal Impact: NA**

**Attachments(s): Four attachments**

**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](http://www.fcps.net)

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

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

**MEETING:** Regular

**DATE:** 06/25/2018

**TOPIC:** Personnel Changes

**PREPARED BY:** Jennifer Dyar

**Recommended Action on:** 06/25/2018  
Informational Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** N/A

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

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

**Fiscal Impact:** N/A

**Attachments(s):** Personnel Changes for June 25, 2018 Board Agenda

Personnel Status	CERT / CLASS SAL	CLASS HR	SUB	SUPP
New Hires		6	61	30
Non-Renewals		1		
Retirement	28	19		
Transfers		8		
Emergency Cert	1			
Status Change				
Resignations	26	14		16
Termination		1		
Demotion	1			

**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](http://www.fcps.net)

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

## Personnel Changes

### 1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

- a. Employment of Emergency Instructor - In accordance with 16 KAR 2:120, this is to report that the Superintendent is requesting the Education Professional Standards Board to issue an emergency instructor certificate for the following teachers:

Name	Location	Assignment	Effective Date
SPATA, THOMAS	PHYSICS INSTRUCTOR	TATES CREEK HS	08/13/2018

- b. Demotion in Assignment of Certified/Salaried Classified Personnel - This is to report the demotion in assignment of the following certified/salaried classified personnel:

Name	From	To	Effective Date
KATTE, JOEL	INST COORD/KECSAC	CLASSROOM INST/TBD	07/01/2018

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

Name	Location	Assignment	Effective Date	
ADAMS	JENNIFER	TATES CREEK HIGH	HS ENGLISH INSTRUCTOR	6/30/2018
		FREDERICK DOUGLASS HIGH		
BROWN	JONATHAN	SCHOOL	HS ENGLISH INSTRUCTOR	6/30/2018
BURSE	DIANNE	MILLCREEK ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2018
DEPAOLA	BEVERLY	ATHENS CHILESBURG ELEM	ELEM INTERMEDIATE INSTRUCTOR	6/30/2018
DORING-				
ZOOK	SUSAN	PAUL LAURENCE DUNBAR HIGH	HS TECHNOLOGY INSTRUCTOR	6/30/2018
GOODWIN	REBECCA	JULIUS MARKS ELEMENTARY	EXC CHILD FUNCTIONAL MENTAL	6/30/2018
HANCOCK	BUCKLEY	LANSDOWNE ELEM	ELEM PRIMARY INSTRUCTOR	6/30/2018
HARRELL	BETHANY	GARRETT MORGAN ELEMENTARY	EXCEPTIONAL CHILD INSTRUCTOR	6/30/2018
HARVEY	BRISON	LAFAYETTE HIGH SCHOOL	HS SOCIAL STUDIES INSTRUCTOR	6/30/2018
HOLMES	MELISSA	MORTON MIDDLE	MID SOCIAL STUDIES INSTRUCTOR	6/30/2018
JONES	MICHAEL	MARTIN LUTHER KING ACADEMY	MID SAFE INSTRUCTOR	6/30/2018
LONG	MARGARET	MILLCREEK ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2018
LOVE	CHARLES	LAFAYETTE HIGH SCHOOL	HS SCIENCE INSTRUCTOR	6/30/2018
MCGRAW	PAIGE	LEESTOWN MIDDLE	MID INTERVENTION INSTRUCTOR	6/30/2018
POLIVKA	ELENA	BRYAN STATION HIGH	HS SCIENCE INSTRUCTOR	6/30/2018

POWERS	LINDSAY	BEAUMONT MIDDLE SCHOOL	MID MATH INSTRUCTOR	6/30/2018
RICKETTS	JAMESHA	FREDERICK DOUGLASS HIGH SCHOOL	HS MATH INSTRUCTOR	6/30/2018
SAMPLES	ADAM	BRYAN STATION HIGH	HS MATH INSTRUCTOR	6/30/2018
SCHLABACH	LAUREN	WELLINGTON ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2018
SINGLETARY	LINDSAY	WELLINGTON ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2018
SWARTZ	CAITLIN	WINBURN MIDDLE	MID MATH INSTRUCTOR	6/30/2018
TECHAU	TAYLOR	PICADOME ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	6/30/2018
TOWNSEND	WHITNEY	ARLINGTON ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2018
VAN FLEET	DANIELLE	GLENDOVER ELEMENTARY	ELEM INTERVENTION INSTRUCTOR	6/30/2018
WEBER	KAYLA	SOUTHERN ELEMENTARY	ELEM ART INSTRUCTOR	6/30/2018
WOODS	AMY	BEAUMONT MIDDLE SCHOOL	MID MATH INSTRUCTOR	6/30/2018

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

Name		Location	Assignment	Effective Date
ANDERSON	CATHERINE	ROSA PARKS EL	ELEM ART INSTRUCTOR	6/30/2018(updated)
ASHCRAFT	DIANN	SPECIAL EDUCATION	SCHOOL PSYCHOLOGIST	6/30/2018
BESTEN	MICHELLE	SQUIRES ELEMENTARY	SPEECH THERAPIST	6/30/2018
BOYD	ANN	GLENDOVER ELEMENTARY	EXC CHILD - VISUALLY IMPAIRED	6/30/2018
CHEEK	ROSEMARY	CRAWFORD MIDDLE SCHOOL	COUNSELOR - MIDDLE/HIGH	6/30/2018
CORNETT	CAROLINE	SOUTHERN MIDDLE	MID READING INSTRUCTOR	5/31/2018
CRAIG	JILL	SOUTHERN MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	5/31/2018
DILLON	JULIE	SOUTHERN MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	5/31/2018
FARRIS	ALVIN	CARTER G WOODSON ACADEMY	MID SOCIAL STUDIES INSTRUCTOR	6/30/2018
FOXWORTHY-				
DODSON	SANDRA	ROSA PARKS ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2018
HUDIK	MARY	CASSIDY ELEM	ELEM INTERVENTION INSTR	8/31/2018(updated)
INSKO	MARTHA	BRYAN STATION HIGH	HS CONSUMER LIFE SCIENCE	6/30/2018
LESCH	REBECCA	TATES CREEK ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	6/30/2018
LYTTLE-BURNS	GUSSIE	PUPIL PERSONNEL SERVICES	INSTRUCTIONAL COORDINATOR	6/30/2018
MARTELLO	KARLA	BRYAN STATION HIGH	HS CONSUMER LIFE SCIENCE	6/30/2018
MOORE	TERESA	STONEWALL ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2018
MULLINS	JULIE	GARDEN SPRINGS ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	6/30/2018
		EDYTHE J HAYES MIDDLE		
MULLINS	SANDRA	SCHOOL	MID LANGUAGE ARTS INSTRUCTOR	6/30/2018
OSBURN	DANA	SPECIAL EDUCATION	DW EXCEPT CHILD RESOURCE INSTR	6/30/2018
OVERBEY	DAVID	BEAUMONT MIDDLE	MID SAFE INSTRUCTOR	6/30/2018(updated)

ROGERS	DEBORA	WELLINGTON ELEMENTARY	GUIDANCE SPECIALIST-COUNSELOR	6/30/2018
SIMS	PAMELA	PICADOME ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	6/30/2018
SLONE	KAREN	MARY TODD ELEM BOOKER T WASHINGTON ELEMENTARY	ELEM PRIMARY INSTR	6/30/2018(updated)
TAYLOR	MARVA	EARLY START	ELEM ESL INSTRUCTOR	6/30/2018
THOMPSON	PATRICIA	TATES CREEK MIDDLE	ELEM PRESCHOOL INSTRUCTOR	6/30/2018
VANDEMARK	HEATHER	JESSIE M CLARK MIDDLE	MID SCIENCE INSTRUCTOR	6/30/2018
WLOSINSKI	CARIANN		MID LANGUAGE ARTS INSTRUCTOR	6/30/2018

# 1. 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
BROWN ADAM	JESSIE M CLARK MIDDLE	CUSTODIAN	5/14/2018
GOINS BRENT	PAUL LAURENCE DUNBAR HIGH	CUSTODIAN	5/15/2018
OAKS MICHAEL	PHYSICAL PLANT OPERATIONS	CUSTODIAN	5/21/2018
PRICE MARGARET	PICADOME ELEMENTARY	AFTER SCHOOL PROGRAM ASST	4/20/2018
SCOTT JASPER	LAFAYETTE HIGH SCHOOL	CUSTODIAN	5/09/2018
SMITH SCOTTIE	LAW ENFORCEMENT	LAW ENFORCEMENT OFFICER	5/14/2018

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
BARNETT RANDALL	JESSIE M CLARK MIDDLE/CUSTODIAN	LOCUST TRACE TECHNICAL CENTER/CUSTODIAN	6/01/2018
DOUTHITT QUORTAZIA	BUS GARAGE/BUS MONITOR	BUS GARAGE/BUS DRIVER	5/07/2018
DUNN SARA	WINBURN MIDDLE FOOD SERV/FOOD SERVICE ASST II	TATES CREEK HIGH FOOD SERV/FOOD SERVICE ASSISTANT II	4/30/2018
HARRIS RUSSELL	MAINTENANCE SHOP/LEAD CUSTODIAN	MAINTENANCE SHOP/MAINTENANCE TECHNICIAN III	4/28/2018
KANG HYUNGSUK	BUS GARAGE/BUS MONITOR	BUS GARAGE/BUS DRIVER	5/14/2018
NOVOSEL NICK	BUS GARAGE/BUS MONITOR	BUS GARAGE/BUS DRIVER	5/14/2018
NSENGIYUMVA REMY	BUS GARAGE/BUS MONITOR	BUS GARAGE/BUS DRIVER	5/14/2018
TUNE CHRISTOPHER	BEAUMONT MIDDLE SCHOOL/SP ED PARA - LEARNING/BEHAVIOR	LAW ENFORCEMENT/LAW ENFORCEMENT OFFICER	6/13/2018

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

Name		Location	Assignment	Effective Date
CAMPBELL	STACEY	PAUL LAURENCE DUNBAR HIGH	CUSTODIAN	4/23/2018
CARDOZA	FRANK	BUS GARAGE	BUS MONITOR	2/12/2018
CREECH	RANDY	BRYAN STATION HIGH	CUSTODIAN	6/05/2018
CROWDER	CHRISTOPHER	TATES CREEK ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	4/20/2018
GARNER	RHONDA	BUS GARAGE	BUS MONITOR	5/02/2018
GRIFFIN	NATHANIEL	PAUL LAURENCE DUNBAR HIGH	CUSTODIAN	4/24/2018
KENDRICK	SOKNESHA	BRYAN STATION HIGH	SP ED PARA - LEARNING/BEHAVIOR	5/11/2018
KENNER	JENNIFER	ROSA PARKS ELEM FOOD SERV	FOOD SERVICE ASSISTANT I SP ED PARA -	5/09/2018
NORRIS	ERIC	LEXINGTON TRAD MAGNET MIDDLE	LEARNING/BEHAVIOR SP ED PARA -	6/01/2018
O'NEILL	KAITLIN	BEAUMONT MIDDLE SCHOOL	LEARNING/BEHAVIOR	6/30/2018
ROSS	NAKISHA	BUS GARAGE	BUS DRIVER	3/19/2018
TOMLINSON	MELISSA	LEESTOWN MIDDLE	SCHOOL OFFICE ASSISTANT SP ED PARA -	5/31/2018
WALLACE	KHADIJAH	FREDERICK DOUGLASS HIGH SCHOOL	LEARNING/BEHAVIOR SP ED PARA -	5/15/2018
WICKLIFFE	CHARITY	TATES CREEK HIGH	LEARNING/BEHAVIOR	6/30/2018

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

Name	Location	Assignment	Effective Date
STAMPER, CONNIE	GLENDOR ELEM	CUSTODIAN	04/23/2018

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

Name		Location	Assignment	Effective Date
AMOOZEGAR	KELLY	TATES CREEK HIGH	ATTENDANCE SPEC - HIGH SCHOOL	6/30/2018
BURGESS	JOHN	BUS GARAGE	TRANSPORTATION DISPATCHER	6/30/2018
COMBS	NANCY	TATES CREEK HIGH FOOD SERV	FOOD SERVICE ASSISTANT II	5/31/2018
DARNELL	REGINA	FOOD SERVICES	FOOD SERVICE TRAINER	6/30/2018

DIXON	DEBORAH	BUS GARAGE	LEAD BUS DRIVER TRAINER	5/31/2018
DOBSON	RITA	HARRISON ELEMENTARY	SCHOOL MICROCOMPUTER SPECIALIS	6/30/2018
ELAM	PEGGY	MILLCREEK ELEMENTARY	SCHOOL ADMIN ASST II - ELEM	6/30/2018
GRANVILLE	LEE	FOOD SERVICES	FOOD SERVICE DELIVERY DRIVER	5/31/2018
LATHERY	GLENDA	CARDINAL VALLEY ELEMENTARY	KINDERGARTEN PARAEDUCATOR	6/30/2018
MARSHALL	PAMELA	TATES CREEK HIGH FOOD SERV	FOOD SERVICE ASSISTANT II	5/31/2018
REED	PATRICIA	FOOD SERVICES	FOOD SERVICE BUDGET ANALYST	6/30/2018
ROWE	SAVANA	GARDEN SPRINGS ELEM	INSTR PARAEDUCATOR	6/30/2018(updated)
SARGENT	EDWARD	MAXWELL ELEMENTARY	PART-TIME CUSTODIAN	6/30/2018
SMITH	JUDY	SOUTHERN ELEMENTARY	KINDERGARTEN PARAEDUCATOR	6/30/2018
THOMAS	THOMAS	BUS GARAGE	BUS DRIVER	6/30/2018
THOMPSON	JAMES	TATES CREEK HIGH STONEWALL ELEM FOOD	SP ED PARA - LEARNING/BEHAVIOR	6/30/2018
THOMPSON	TERRY	SERV TATES CREEK	FOOD SERVICE MANAGER II	6/30/2018
VONHATTEN	ELAINE	ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	5/31/2018
WILLIAMS	JOANN	MARY TODD ELEMENTARY	KINDERGARTEN PARAEDUCATOR	6/30/2018

f. Non-Renewal of Classified Hourly Personnel- This is to report the non-renewal of the following classified hourly personnel:

Name	Location	Assignment	Effective Date
BOWLING, REID	DIXIE MAGNET ELEM	SP ED PARA LBD	6/30/2018

## 2. SUPPLEMENTARY DUTY ASSIGNMENTS

a. This is to report the appointments of the following employees to the supplementary duty assignment as indicated. Supplementary duty employment is for the current school year and shall terminate at the close of the current school year, unless sooner terminated by the Superintendent or by the employee written notice:

Name	Location	Assignment
ADAIR JORDEN	BRYAN STATION TRADL MIDDLE	MID ASST TRACK & FIELD (GIRLS)
BALL NOEL	CRAWFORD MIDDLE SCHOOL	MID CLUB SPONSOR-CLAS
BAXTER JEFFERY	SANDERSVILLE ELEMENTARY	ELEM EXTRACURRICULAR COORD
BLAIR SARAH	PICADOME ELEMENTARY	ELEM EXTRACURRICULAR COORD
BROWN EBONEE	PICADOME ELEMENTARY	ELEM EXTRACURR SUPV-CLAS SAL
BROWNING DIANA	PICADOME ELEMENTARY	ELEM BLDG ASSESSMENT COORD
CZARNECKI KARYN	SCAPA AT BLUEGRASS	BG-SCAPA DRAMA SPONSOR-SPRING

DESPAIN	KAITLIN	LAFAYETTE HIGH SCHOOL	HS VOCAL MUSIC SPONSOR
DONAHUE	JONATHAN	EDYTHE J HAYES MIDDLE SCHOOL	MID DISCR COACH (SPRING)
DOUGLASS	SHEREE	BRYAN STATION HIGH	HS DISCR COACH (SPG)-NON EMP
DOWNING	WESLEY	CASSIDY ELEMENTARY	ELEM TECHNOLOGY COORD
DOWNING	WESLEY	CASSIDY ELEMENTARY	ELEM GRADE LEVEL REP
EDMONDS	NAKILAH	TATES CREEK MIDDLE	MID DISCR COACH (SPRING)
HAMLYN	HEIDI	SANDERSVILLE ELEMENTARY	ELEM EXTRACURRICULAR COORD
HORTON	TERRELL	EDYTHE J HAYES MIDDLE SCHOOL	MID DISCR COACH (SPRING)
ISAACS	ELIZABETH	PICADOME ELEMENTARY	ELEM EXTRACURRICULAR COORD
JONES	JASMINE	SANDERSVILLE ELEMENTARY	ELEM EXTRACURRICULAR COORD
KENNEDY	JENNIFER	SOUTHERN ELEMENTARY	ELEM SPECIAL AREA SPONSOR
KITCHEN	JANELLE	SANDERSVILLE ELEMENTARY	ELEM EXTRACURRICULAR COORD
MARTIN	SUSAN	PICADOME ELEMENTARY	ELEM PUBLICATION/YEARBOOK/COMM
MCBRIDE	NICHOLAS	FREDERICK DOUGLASS HIGH SCHOOL	HS BASEBALL ASST COACH
NEELY	ERIC	BRYAN STATION HIGH	HS DISCR COACH (SPRING)
PACK	JASON	EDYTHE J HAYES MIDDLE SCHOOL	MID DISCR COACH (SPRING)
PLEASANT	CARLA	SCAPA AT BLUEGRASS	MID TECHNOLOGY COORDINATOR
SLAY	JENNY	LEESTOWN MIDDLE	MID ASST TRACK & FIELD (BOYS)
SMITH	MICAH	BRYAN STATION HIGH	HS ACADEMY CHAIR
SMITH	REGINA	PICADOME ELEMENTARY	ELEM EXTRACURRICULAR COORD
TECHAU	TAYLOR	PICADOME ELEMENTARY	ELEM EXTRACURRICULAR COORD
WHALEN	MICHAEL	LAFAYETTE HIGH SCHOOL	HS DISCRETIONARY COACH WINTER
WHITE	CAITLYN	PICADOME ELEMENTARY	ELEM PUBLICATION/YEARBOOK/COMM

b. Resignation from Supplemental Duty Assignment - This is to report the resignation of the following supplemental duty employment:

Name	Location	Assignment
BOOTH	ELIZABETH	BRYAN STATION HIGH
CALIA	MELISSA	PICADOME ELEMENTARY
CLARK	SARABETH	TATES CREEK HIGH
CLARK	SARABETH	TATES CREEK HIGH
CLAY	MICHELLE	BRYAN STATION HIGH
COOPER	TAMARA	LIBERTY ELEMENTARY
CORNETT	ERIC	MAXWELL ELEMENTARY
HOGUE	LEIGH	JULIUS MARKS ELEMENTARY
MARCUM	ALLISON	BRYAN STATION HIGH
MARCUM	ALLISON	BRYAN STATION HIGH



MARCUM	ALLISON	BRYAN STATION HIGH	HS TECHNOLOGY COORDINATOR
SMITH	MICAH	BRYAN STATION HIGH	HS ACADEMY CHAIR
STARKS	USHANDA	YATES ELEMENTARY	ELEM TRANSPORTATION CAPTAIN
VETTRAINO	LAURA	TATES CREEK ELEMENTARY	ELEM SBDM SECRETARY
VETTRAINO	LAURA	TATES CREEK ELEMENTARY	ELEM SPECIAL AREA SPONSOR-CLAS
WITHROW	TERRESSA	GARRETT MORGAN ELEMENTARY	SCHOOL OFFICE ASSISTANT

### 3. SUBSTITUTE PERSONNEL

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

Name	Assignment	Effective Date
ALMES MOLLY	SUB PARAEDUCATOR	4/24/2018
BLODGETT JENNA	SUB PARAEDUCATOR	5/14/2018
BROWN VICTORIA	SUB PARAEDUCATOR	5/01/2018
CAWOOD JOHN	SUB PARAEDUCATOR	5/08/2018
COLE KELLYE	SUB PARAEDUCATOR	5/22/2018
FELL OLIVER	SUB PARAEDUCATOR	5/08/2018
FOUGNIE CHRISTINA	SUB PARAEDUCATOR	5/17/2018
GRANTLIN MARY	SUB PARAEDUCATOR	4/27/2018
HANCOCK LESLIE	SUB PARAEDUCATOR	5/22/2018
HINKEL ALEXANDRA	SUB PARAEDUCATOR	4/24/2018
ICE DANIEL	SUB PARAEDUCATOR	4/27/2018
LAWSON VANESSA	SUB PARAEDUCATOR	5/02/2018
MELARAGNO ELEANORE	SUB PARAEDUCATOR	5/08/2018
MENKE JESSICA	SUB PARAEDUCATOR	4/24/2018
PARRISH JESSICA	SUB PARAEDUCATOR	5/04/2018
RICHARD SHALEIGHA	SUB PARAEDUCATOR	5/10/2018
SELLS JARED	SUB PARAEDUCATOR	5/22/2018
SHIMKO JONNALYN	SUB PARAEDUCATOR	5/04/2018
SPILLMAN SABRINA	SUB PARAEDUCATOR	5/07/2018
TERRELL JARVIS	SUB PARAEDUCATOR	5/01/2018
THOMAS LAUREN	SUB PARAEDUCATOR	5/04/2018

TRENT	SHEYANNE	SUB PARAEDUCATOR	5/04/2018
WHITEFORD	CARLY	SUB PARAEDUCATOR	5/10/2018
WILHOIT	ANTHONY	SUB PARAEDUCATOR	5/01/2018
BAILEY	ALAINA	SUB SECRETARY	5/10/2018
BISHOP	KYRA	SUB FOOD SERVICE	4/27/2018
BLAKE	JENNIFER	SUB FOOD SERVICE	5/08/2018
SORIANO	FLOR	SUB FOOD SERVICE	5/07/2018

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
AMRO	SUMMER	EMERGENCY SUBSTITUTE
BAER	ALEXIS	EMERGENCY SUBSTITUTE
BARNES	ALEX	EMERGENCY SUBSTITUTE
BROOKING	BRENNA	EMERGENCY SUBSTITUTE
BURKETT	HANNAH	EMERGENCY SUBSTITUTE
COOK	KAYLA	EMERGENCY SUBSTITUTE
CORD	MIRANDA	EMERGENCY SUBSTITUTE
CORNETT	ZACHARY	EMERGENCY SUBSTITUTE
CUSIC	MALLORY	EMERGENCY SUBSTITUTE
DODD	SHANNON	EMERGENCY SUBSTITUTE
DORFLING	ESTI	EMERGENCY SUBSTITUTE
DURAN	JESSICA	EMERGENCY SUBSTITUTE
FANNIN	LAUREN	EMERGENCY SUBSTITUTE
FERGUSON	JENNIFER	EMERGENCY SUBSTITUTE
FERGUSON	KERIANN	EMERGENCY SUBSTITUTE
FRANCE	STEVANN	EMERGENCY SUBSTITUTE
GUIDO	BRITTANY	EMERGENCY SUBSTITUTE
HARRIS	KRISTEN	EMERGENCY SUBSTITUTE
HICKS	EMILY	EMERGENCY SUBSTITUTE
JOHNSON	QUENTIN	EMERGENCY SUBSTITUTE
KEEL	ISIAAH	EMERGENCY SUBSTITUTE
LANKSTER	ARLY	EMERGENCY SUBSTITUTE
MEIER	MIRANDA	EMERGENCY SUBSTITUTE

MELEAR	MERRICK	EMERGENCY SUBSTITUTE	4/26/2018
MURPHY	SEAN	EMERGENCY SUBSTITUTE	4/30/2018
PROFFITT	GRACE	EMERGENCY SUBSTITUTE	5/10/2018
RATLIFF	KATLIN	EMERGENCY SUBSTITUTE	5/10/2018
RICKETTS	DENOTRA	EMERGENCY SUBSTITUTE	5/17/2018
SMITH	SARAH	EMERGENCY SUBSTITUTE	5/04/2018
WALSH	ZOWIE	EMERGENCY SUBSTITUTE	5/22/2018
WARNER	ERIN	EMERGENCY SUBSTITUTE	5/04/2018
WILKINSON	ELISABETTA	EMERGENCY SUBSTITUTE	5/11/2018

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

Name	Assignment	Effective Date
BEITZ, KIM	RET SUBSTITUTE TEACHER	5/03/2018

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

**MEETING: Regular**

**DATE: 06/25/2018**

**TOPIC: Special and Other Leaves of Absence**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 06/25/2018  
Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion: N/A**

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

**Policy: 03.123/03.223**

**Fiscal Impact: N/A**

**Attachments(s): Special and Other Leaves of Absence for June 25, 2018 Board Agenda**

**RES FROM LOA: 3 (1 CERT AND 2 CLASS)**

**RETURN FROM LOA: 10 (4 CERT AND 6 CLAS)**

**LOA: 16 (8 CERT AND 8 CLASS)**

**DAYS W/O PAY: 3 ( 1 CERT AND 2 CLAS)**

**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](http://www.fcps.net)

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

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

**MEETING: Regular**

**DATE: 6/25/2018**

**TOPIC: Interfund Transfer Report**

**PREPARED BY: Julane Mullins**

**Recommended Action on: 6/25/2018**

**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**

**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](http://www.fcps.net)

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

Interfund Transfer Report  
May 2018

Page 1 of 1

Report ID: bu011\_InterfTransf  
Report run at: 5/31/2018 4:02:37 PM  
Report run by: FAYETTE\jessica.williams3

Function	Function name	Effective date	Location	Comments	Amount
<b>Journal 1624</b>					
1000	OTHER INSTRUCTION NON SBDM	05/16/2018	DISTRICT WIDE	MATH ADOPTION	(1,327,975.00)
2200	INSTRUCTION & CURRICULUM DEVEL	05/16/2018	DISTRICT WIDE	MATH ADOPTION	(20,928.00)
2200	IMPROVEMENT OF INSTRUCTION	05/16/2018	DISTRICT WIDE	MATH ADOPTION	2,800,000.00
2300	EQUITY/DIVERSITY	05/16/2018	IT'S ABOUT KIDS SUPPT SERVICES	MATH ADOPTION	(20,000.00)
2500	PRINTING,PUBLISHING & DUPLICAT	05/16/2018	IT'S ABOUT KIDS SUPPT SERVICES	MATH ADOPTION	(50,000.00)
2500	PRINTING,PUBLISHING & DUPLICAT	05/16/2018	IT'S ABOUT KIDS SUPPT SERVICES	MATH ADOPTION	(1,000.00)
2500	PRINTING,PUBLISHING & DUPLICAT	05/16/2018	IT'S ABOUT KIDS SUPPT SERVICES	MATH ADOPTION	(1,500.00)
2500	EVALUATION SERVICES	05/16/2018	IT'S ABOUT KIDS SUPPT SERVICES	MATH ADOPTION	(100,000.00)
2500	EVALUATION SERVICES	05/16/2018	IT'S ABOUT KIDS SUPPT SERVICES	MATH ADOPTION	(28,000.00)
2500	EVALUATION SERVICES	05/16/2018	IT'S ABOUT KIDS SUPPT SERVICES	MATH ADOPTION	(400,000.00)
2600	OTHER OPER & MAINT OF PLANT	05/16/2018	MAINTENANCE SHOP	MATH ADOPTION	(16,837.00)
5200	FUND TRANSFERS OUT	05/16/2018	DISTRICT WIDE	MATH ADOPTION	(833,760.00)
Journal total					0.00
<b>Journal 1907</b>					
0000	RESTRICT TO REV & BAL SHT ONLY	05/21/2018		JESSIE CLARK PORTABLE CLASS	29,434.00
0000	RESTRICT TO REV & BAL SHT ONLY	05/21/2018		SOUTHERN MIDDLE PORTABLE CLASS	4,363.71
0000	RESTRICT TO REV & BAL SHT ONLY	05/21/2018		SOUTHERN MIDDLE PORTABLE CLASS	26,842.41
0000	RESTRICT TO REV & BAL SHT ONLY	05/21/2018		SOUTHERN MIDDLE PORTABLE CLASS	1,588.87
0000	RESTRICT TO REV & BAL SHT ONLY	05/21/2018		SOUTHERN MIDDLE PORTABLE CLASS	4,071.92
0000	RESTRICT TO REV & BAL SHT ONLY	05/21/2018		SOUTHERN MIDDLE PORTABLE CLASS	36,466.50
0000	RESTRICT TO REV & BAL SHT ONLY	05/21/2018		SOUTHERN MIDDLE PORTABLE CLASS	20,830.01
0000	RESTRICT TO REV & BAL SHT ONLY	05/21/2018		SOUTHERN MIDDLE PORTABLE CLASS	43,974.75
2500	RISK MANAGEMENT	05/21/2018	IT'S ABOUT KIDS SUPPT SERVICES	SOUTHERN MIDDLE PORTABLE CLASS	(20,414.83)
2600	OPERATION OF BUILDINGS	05/21/2018	MAINTENANCE SHOP	JESSIE CLARK PORTABLE CLASS	(79,119.00)
2600	OPERATION OF BUILDINGS	05/21/2018	MAINTENANCE SHOP	JESSIE CLARK PORTABLE CLASS	(50,000.00)
2600	OPERATION OF BUILDINGS	05/21/2018	MAINTENANCE SHOP	LEESTOWN PORTABLE CLASSROOM	(32,551.00)
2600	OTHER OPER & MAINT OF PLANT	05/21/2018	MAINTENANCE SHOP	LEESTOWN PORTABLE CLASSROOM	(100,000.00)
4600	SITE IMPROVEMENT	05/21/2018	STEAM ACADEMY	JESSIE CLARK PORTABLE CLASS	(27,091.12)
4600	SITE IMPROVEMENT	05/21/2018	STEAM ACADEMY	JESSIE CLARK PORTABLE CLASS	(2,342.88)
4600	SITE IMPROVEMENT	05/21/2018	STEAM ACADEMY	SOUTHERN MIDDLE PORTABLE CLASS	(1,588.87)
4700	BUILDING IMPROVEMENTS	05/21/2018	ATHENS CHILESBURG ELEM	SOUTHERN MIDDLE PORTABLE CLASS	(3,847.50)
4700	BUILDING IMPROVEMENTS	05/21/2018	ATHENS CHILESBURG ELEM	SOUTHERN MIDDLE PORTABLE CLASS	(1,200.00)
4700	BUILDING IMPROVEMENTS	05/21/2018	ATHENS CHILESBURG ELEM	SOUTHERN MIDDLE PORTABLE CLASS	(31,419.00)
4700	BUILDING IMPROVEMENTS	05/21/2018	CASSIDY ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(3,436.00)
4700	BUILDING IMPROVEMENTS	05/21/2018	CASSIDY ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(285.00)

Interfund Transfer Report  
May 2018

Page 1 of 1

Report ID: bu011\_InterfTransf  
Report run at: 5/31/2018 4:02:37 PM  
Report run by: FAYETTE\jessica.williams3

4700	BUILDING IMPROVEMENTS	05/21/2018	CASSIDY ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(350.92)
4700	BUILDING IMPROVEMENTS	05/21/2018	EDYTHE J HAYES MIDDLE SCHOOL	SOUTHERN MIDDLE PORTABLE CLASS	(3,398.00)
4700	BUILDING IMPROVEMENTS	05/21/2018	EDYTHE J HAYES MIDDLE SCHOOL	SOUTHERN MIDDLE PORTABLE CLASS	(680.71)
4700	BUILDING IMPROVEMENTS	05/21/2018	EDYTHE J HAYES MIDDLE SCHOOL	SOUTHERN MIDDLE PORTABLE CLASS	(285.00)
4700	BUILDING IMPROVEMENTS	05/21/2018	JULIUS MARKS ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(8,934.75)
4700	BUILDING IMPROVEMENTS	05/21/2018	JULIUS MARKS ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(17,319.66)
4700	BUILDING IMPROVEMENTS	05/21/2018	JULIUS MARKS ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(588.00)
4700	BUILDING IMPROVEMENTS	05/21/2018	NORTHERN ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(3,240.00)
4700	BUILDING IMPROVEMENTS	05/21/2018	NORTHERN ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(285.00)
4700	BUILDING IMPROVEMENTS	05/21/2018	NORTHERN ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(17,305.01)
4700	BUILDING IMPROVEMENTS	05/21/2018	VETERANS PARK ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(8,771.75)
4700	BUILDING IMPROVEMENTS	05/21/2018	VETERANS PARK ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(598.00)
4700	BUILDING IMPROVEMENTS	05/21/2018	VETERANS PARK ELEMENTARY	SOUTHERN MIDDLE PORTABLE CLASS	(34,605.00)
5200	FUND TRANSFERS OUT	05/21/2018	DISTRICT WIDE	JESSIE CLARK PORTABLE CLASS	129,119.00
5200	FUND TRANSFERS OUT	05/21/2018	DISTRICT WIDE	LEESTOWN PORTABLE CLASSROOM	132,551.00
5200	FUND TRANSFERS OUT	05/21/2018	DISTRICT WIDE	SOUTHERN MIDDLE PORTABLE CLASS	20,414.83
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: 6/25/2018**

**TOPIC: Budget Transfer Report**

**PREPARED BY: Julane Mullins**

**Recommended Action on: 6/25/2018**

**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](http://www.fcps.net)

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

# Budget Transfer Report

## May 2018

Report ID: bu010\_BudgTransf  
Report run at: 5/31/2018 4:06:38 PM

Function	Function name	Effective date	Location	Comments	Amount
<b>Journal 989</b>					
2300	DIST ADMIN SUPPORT FIXED ASSET	05/09/2018	IT'S ABOUT KIDS SUPPT SERVICES	WORKING BUDGET ADJUSTMENT	355,728.66
2300	DIST ADMIN SUPPORT FIXED ASSET	05/09/2018	IT'S ABOUT KIDS SUPPT SERVICES	WORKING BUDGET ADJUSTMENT	600,000.00
1000	INSTRUCTIONAL SUPPORT	05/09/2018	DISTRICT WIDE	WORKING BUDGET ADJUSTMENT	(955,728.66)
Journal total					0.00
<b>Journal 1053</b>					
2700	STUD TRANS FIX ASSET ONLY	05/09/2018	BUS GARAGE	BOND PROCEEDS	2,193,472.00
0000	RESTRICT TO REV & BAL SHT ONLY	05/09/2018		BOND PROCEEDS	(2,193,472.00)
Journal total					0.00
<b>Journal 2202</b>					
0000	RESTRICT TO REV & BAL SHT ONLY	05/16/2018		WOKRING BUDGET ADJUSTMENT	2,000,000.00
1000	INSTRUCTIONAL SUPPORT	05/16/2018	DISTRICT WIDE	WOKRING BUDGET ADJUSTMENT	(2,000,000.00)
Journal total					0.00

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

**MEETING: Regular**

**DATE: 6/25/18**

**TOPIC: Position Control**

**PREPARED BY: Julane Mullins**

**Recommended Action on: 6/25/2018  
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

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • [www.fcps.net](http://www.fcps.net)

**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 2017- 2018	Calendar	Creation Date
<b>Office of the Superintendent</b>						
11075001	SCHOOL DISTRICT SUPERINTENDENT	1	General Fund	266,197	245	6/28/2004
11075002	EXEC ASST TO SUPERINTENDENT	1	General Fund	72,192	256	7/1/2015
11075003	SPECIAL PROJECT INTERN	1	General Fund	55,827	245	6/28/2004
11075004	COMMUNICATIONS SPECIALIST	1	General Fund	103,187	245	6/28/2004
<b>Data, Research and Accountability</b>						
12217001	DIRECTOR OF DATA, RESEARCH AND ACCOUNTABILITY	1	General Fund	86,784	245	7/1/2015
12217002	DATA SCIENTIST	1	General Fund	63,655	245	6/28/2004
12217003	DATA ENGINEER	1	General Fund	84,787	245	6/28/2004
12217004	DATA STRATEGIST	1	General Fund	83,939	245	7/1/2016
12217005	DATA STRATEGIST	1	General Fund	54,413	215	7/1/2016
12217006	ADMINISTRATIVE ASSISTANT III	1	General Fund	42,230	256	6/28/2004
12217007	GRANT WRITER	1	General Fund	102,800	245	6/28/2004
12217008	GRANT WRITER	1	General Fund	97,122	245	6/23/2008
<b>Office of School Leadership</b>						
13849001	SR DIRECTOR OF ACADEMIC SVCS	0.6	General Fund	78,873		7/1/2013
13862002	CHIEF OF SCHOOLS	1	General Fund	125,266	245	7/1/2017
13862003	CHIEF OF SCHOOLS	1	General Fund	131,150	245	7/1/2017
13862004	CHIEF OF SCHOOLS	1	General Fund	127,932	245	7/1/2017
13862005	CHIEF OF SCHOOLS	1	General Fund	104,114	226	7/1/2017
13862006	CHIEF OF SCHOOLS	1	General Fund	111,731	236	7/1/2017
13862007	CHIEF OF SCHOOLS	1	General Fund	117,722	245	7/1/2017
13862008	SCHOOL LEADERSHIP SUPPT SPEC	1	General Fund	106,010	245	7/1/2017
13862009	SCHOOL LEADERSHIP SUPPT SPEC	1	General Fund	111,866		7/1/2017
13862010	SCHOOL LEADERSHIP SUPPT SPEC	1	General Fund	123,023	245	7/1/2017
13862011	ATHLETIC DIRECTOR - CERTIFIED	1	General Fund	97,664	245	7/1/2007
13862012	MANAGER OF STRATEGIC PARTNERS	1	General Fund	94,991	245	7/31/2006
13862013	EBCE/SLC PROGRAM MANAGER	1	General Fund	54,535	189	6/28/2004
13862014	ADMINISTRATIVE ASSISTANT III	1	General Fund	48,824	256	6/28/2004
13862015	INSTRUCTIONAL COORDINATOR	1	General Fund	96,612	245	7/15/2015
13862016	ADMINISTRATIVE ASSISTANT III	1	General Fund	46,428	256	6/28/2004
13862017	ADMINISTRATIVE ASSISTANT III	1	General Fund	52,040	256	6/28/2004
13862019	ADMINISTRATIVE ASSISTANT III	1	General Fund	42,824	256	6/28/2004
13862020	PRINCIPAL MENTOR	1	General Fund	124,015	241	7/1/2017
<b>Office of Curriculum, Instruction and Assessment</b>						
14830001	SR DIR CURR, INSTR & ASSMNT	1	General Fund	167,119	245	7/1/2016
14830002	ADMIN ASST-CHIEF OFFICERS	1	General Fund	61,727	256	1/26/2017
14830003	DIR CURR, INSTR & ASSESSMENT	1	General Fund	124,345	245	6/28/2004
14830004	DIR CURR, INSTR & ASSESSMENT	1	General Fund	107,321	245	6/28/2004
14830005	DIST ASSESSMENT COORDINATOR	1	General Fund	107,805	245	6/28/2004
14830006	DIR CURR, INSTR & ASSESSMENT	1	General Fund	111,775	245	6/28/2004
14830007	ASSOCIATE DIRECTOR EARLY START	1	Preschool	100,656	245	6/28/2004
14830008	ADMINISTRATIVE ASSISTANT II	1	Preschool	41,206	256	6/28/2004
14830009	FAMILY/COMM EARLY CHILD COORD	1	Preschool	92,878	245	7/1/2015
14830010	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA-Preschool	63,564	209	6/28/2004
14830011	PRESCHOOL ADMINISTRATOR	0.5	IDEA-Preschool	36,394	209	6/28/2004
14830012	DW EXCEPT CHILD RESOURCE INSTR	0.5	IDEA-Preschool	36,394	209	6/28/2004
14830013	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA-Preschool	73,414	209	6/28/2004
14830014	PROGRAM SPECIALIST II	1	General Fund/Preschool	69,191	189	6/28/2004
14830015	PROGRAM SPECIALIST II	1	General Fund	72,336	189	6/28/2004
14830016	DW RESOURCE INSTRUCTOR	1	General Fund	77,760	189	6/28/2004
14830017	PROGRAM SPECIALIST II	0.7	Preschool	47,014	189	6/28/2004
14830018	ASSOC DIR FED STATE MAGNET PRG	1	General Fund	122,621	245	7/1/2009
14830019	PROGRAM MANAGER-NEW/INNOV PROG	1	General Fund	74,054	245	7/1/2017
14830020	ADMINISTRATIVE ASSISTANT III	1	General Fund	45,036	256	6/28/2004
14830021	MIGRANT ADVOCATE/RECRUITER	1	Title I, Migrant	50,811	256	12/5/2013
14830022	MIGRANT ADVOCATE/RECRUITER	1	Title I, Migrant	46,961	256	12/15/2013
14830023	MIGRANT ADVOCATE/RECRUITER	1	Title I, Migrant	48,722	256	6/28/2004
14830024	LANGUAGE INTERPRETER	1	General Fund	82,477	245	7/1/2015
14830025	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	97,810	219	7/1/2015
14830026	SCHOOL BASED INSTR FACILITATOR	1	Title II	63,396	209	7/1/2015
14830027	ADMINISTRATIVE ASSISTANT III	1	General Fund	47,084	256	6/28/2004
14830028	INSTRUCTIONAL INNOVATION SPEC	1	Title I/Title II/IDEA	89,234	213	6/28/2004
14830029	DW RESOURCE INSTRUCTOR	1	Title I/Title II/IDEA	97,810	219	6/28/2004
14830030	DW RESOURCE INSTRUCTOR	1	Title I/Title II/IDEA	96,365	219	6/28/2004
14830031	DW RESOURCE INSTRUCTOR	1	Title I/Title II/IDEA	83,873	219	6/28/2004
14830032	INSTRUCTIONAL SUPPORT SPEC	1	Title I/Title II/IDEA	78,179	204	8/27/2012

**Fayette County Public Schools**  
**It's About Kids Support Services- Position Control Document**

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2017- 2018	Calendar	Creation Date
14830033	ASSOCIATE DIRECTOR TITLE I	1	Title I	119,894	245	6/28/2004
14830034	ADMINISTRATIVE ASSISTANT III	1	Title I	52,040	256	6/28/2004
14830035	INSTRUCTIONAL COORDINATOR	1	Title I	98,616	245	7/1/2017
14830037	DW RESOURCE INSTRUCTOR	1	Title I	83,057	219	6/28/2004
14830038	DW RESOURCE INSTRUCTOR	0.5	Reading Recovery	85,507	219	7/1/2013
14830039	DW RESOURCE INSTRUCTOR	1	Title I	73,825	219	6/28/2004
14830040	DW RESOURCE INSTRUCTOR	1	Title I	78,088	203	6/28/2004
14830041	TITLE I INSTRUCTOR	0.8	Title I	63,141	151	5/23/2005
14830042	INSTRUCTIONAL SUPPORT SPEC	1	General Fund	111,212	245	7/1/2010
14830043	DW RESOURCE INSTRUCTOR	1	Title III	92,174	219	8/23/2004
14830044	DW RESOURCE INSTRUCTOR	1	Title III	73,825	219	6/28/2004
14830045	DW RESOURCE INSTRUCTOR	1	Title III	85,861	204	8/22/2005
14830046	DW RESOURCE INSTRUCTOR	1	General Fund	91,454	210	6/28/2004
14830047	DW RESOURCE INSTRUCTOR	1	General Fund	74,515	209	7/1/2013
14830048	GIFTED & TALENTED INSTRUCTOR	0.8	General Fund	65,494	189	7/1/2015
14830049	INSTRUCTIONAL SUPPORT SPEC	1	General Fund	78,179	204	7/1/2017
14830050	SCHOOL BASED INSTR SPECIALIST	1	General Fund	73,221	214	7/1/2017
14830051	SCHOOL BASED INSTR SPECIALIST	1	General Fund	78,036	214	7/1/2017
14830052	SCHOOL BASED INSTR SPECIALIST	1	General Fund	74,059	214	7/1/2017
<b>Office of Student Support Services</b>						
15849001	DIRECTOR OF STUDENT SUPPORT	1	General Fund	116,975	245	6/28/2004
15849002	ADMINISTRATIVE ASSISTANT II	1	General Fund	50,708	256	6/28/2004
15849003	DISTRICT ESS COORDINATOR	1	ESS	108,645	245	6/28/2004
15849004	STAFF SUPP ADMIN ASST I (12MO)	1	General Fund	42,058	256	6/28/2004
15849005	DW RESOURCE INSTRUCTOR	1	SAFE Schools	32,470	207	6/28/2004
15849006	PROJ AWARE GRANT MANAGER	1	Ky Project Aware	40,070	215	11/24/2014
15849007	DISTRICT PBIS COACH	1	SAFE Schools			7/1/2015
15849008	DISTRICT PBIS COACH	1	SAFE Schools	61,401	209	7/1/2015
15849009	HOMELESS EDUCATION LIAISON	1	General Fund	68,919	189	7/1/2016
<b>Special Education</b>						
16123001	DIRECTOR OF EXCEPTIONAL CHILD	1	General Fund	127,738	245	6/28/2004
16123002	ADMINISTRATIVE ASSISTANT III	1	General Fund	41,595	256	6/28/2004
16123003	EXCEPTIONAL CHILD COORDINATOR	1	General Fund	101,266	245	6/28/2004
16123004	PROGRAM DIRECTOR	1	General Fund	108,364	245	6/28/2004
16123005	EXCEPTIONAL CHILD COORDINATOR	1	General Fund	109,238	245	6/28/2004
16123006	EXCEPTIONAL CHILD COORDINATOR	1	General Fund	99,900	245	7/12/2012
16123007	SCHOOL PSYCHOLOGIST	1	General Fund	118,100	245	6/28/2004
16123008	DW RESOURCE INSTRUCTOR	1	General Fund	86,125	209	6/28/2004
16123009	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	65,645	209	6/28/2004
16123010	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	82,251	209	6/28/2004
16123011	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	87,966	209	6/28/2004
16123012	EXCEPTIONAL CHILD CONSULTANT	1	General Fund	79,694	209	6/28/2004
16123013	EXC CHILD SPEECH LANG RES SPEC	0.4	General Fund	34,666	209	7/1/2016
16123014	EXC CHILD SPEECH LANG RES SPEC	0.6	IDEA	51,200	209	7/1/2016
16123015	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	71,510	209	6/28/2004
16123016	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	79,694	209	6/28/2004
16123017	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	57,780	209	6/28/2004
16123018	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA	85,387	209	7/1/2011
16123019	DW EXC CHILD RES SPEC-PSYCHOLO	1	IDEA	70,454	209	7/1/2012
16123020	AUDIOLOGIST	1	General Fund	56,602	189	6/28/2004
16123021	MTSS COORDINATOR	1	IDEA	77,013	205	7/1/2015
16123022	MTSS SPECIALIST	1	IDEA	58,872	209	7/1/2015
16123023	MTSS COACH	1	IDEA	71,259	209	7/1/2016
16123024	INSTRUCTIONAL INNOVATION SPEC (change to MTSS Specialist 7/1/18)	1	IDEA	71,697	213	7/1/2017
16123025	INSTRUCTIONAL INNOVATION SPEC (change to MTSS Specialist 7/1/18)	1	IDEA	98,365	219	7/1/2017
16123026	IAKSS OFFICE ASSISTANT II	1	General Fund	46,264	256	6/28/2004
16123027	IAKSS OFFICE ASSISTANT I	1	General Fund	34,191	256	6/28/2004
16123028	STAFF SUPP ADMIN ASST I (12MO)	1	IDEA	49,303	256	6/28/2004
16123029	STAFF SUPP ADMIN ASST I (12MO)	1	General Fund	35,041	256	6/28/2004
16123030	SYSTEMS ANALYST	1	General Fund	57,815	256	6/28/2004
16123031	SPECIAL ED PARENT LIAISON	1	IDEA	28,130	190	6/28/2004
16123032	SPECIAL ED PARENT LIAISON	1	IDEA	20,060	183	6/28/2004
16123033	MICROCOMPUTER SPECIALIST	1	IDEA	56,054	256	7/1/2010
16123034	504 COORDINATOR	1	General Fund	105,057	245	6/28/2004
16123035	EXCEPTIONAL CHILD NURSE	1	General Fund	65,139	219	7/15/2015
<b>Office of Equity Officer (SBDM &amp; Minority Recruitment)</b>						
17608001	EQUITY OFFICER	1	General Fund	111,894	245	8/23/2004

**Fayette County Public Schools**  
**It's About Kids Support Services- Position Control Document**

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2017-2018	Calendar	Creation Date
17608002	CRT COACH	1	General Fund	73,563	215	7/1/2017
17608003	ADMIN ASST-CHIEF OFFICERS	1	General Fund	48,722	256	6/28/2004
17608004	FAMILY/COMMUNITY COORDINATOR	1	General Fund	90,860	245	7/31/2006
17608005	STDT-FAM TRANS SUP&DRPT PREV	1	Kenan Trust	60,211	225	7/1/2017
17608006	FAMILY/COMMUNITY LIAISON	1	General Fund	88,780	245	7/1/2012
17608007	ASSOC DIR-RECRUIT & RETENTION	1	General Fund			10/27/2014
17608008	STDT-FAM TRANS SUP&DRPT PREV	1	General Fund	72,872	245	7/1/2012
17608009	ADMINISTRATIVE ASSISTANT II	1	General Fund			7/1/2012
<b>Educational Television</b>						
18100001	EDUCATION TV TECHNICIAN	1	General Fund			11/15/2016
18100002	MEDIA PRODUCER	1	General Fund	74,628	225	6/28/2004
18100003	EDUCATION TV TECHNICIAN	1	General Fund	66,662	256	6/28/2004
<b>Legal Services</b>						
19075001	CHIEF ADMINISTRATION OFFICER	1	General Fund	137,036	245	7/1/2012
19075002	LEGAL ADMINISTRATIVE ASST	1	General Fund	31,206	184	7/1/2012
19075003	COMPLIANCE OFFICER	1	General Fund	74,849	245	7/1/2015
<b>Pupil Personnel</b>						
20029001	DIRECTOR OF PUPIL PERSONNEL	1	General Fund	103,645	245	6/28/2004
20029002	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	103,117	245	7/1/2014
20029003	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	74,932	219	6/28/2004
20029004	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	84,759	219	6/28/2004
20029005	ATTENDANCE SPEC - HIGH SCHOOL	1	General Fund	28,255	188	7/1/2016
20029006	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	84,759	219	7/2/2016
20029007	ADMINISTRATIVE ASSISTANT III	1	General Fund	52,838	256	6/28/2004
20029008	OUT-OF-AREA ATTENDANCE SPEC	1	General Fund	34,998	256	6/28/2004
20849009	INSTRUCTIONAL COORDINATOR	1	General Fund	121,580	245	6/28/2004
<b>Human Resources</b>						
21099001	DIR OF DISTRICT PERSONNEL-HR	1	General Fund	124,863	245	6/28/2004
21099002	ADMINISTRATIVE ASSISTANT III	1	General Fund	50,278	256	1/1/2010
21099003	PERSONNEL ASSISTANT	1	General Fund	48,005	256	1/1/2010
21099004	ASSC DIR HR TCH LEAD EFFCTVNSS	1	General Fund	114,587	245	6/28/2004
21099005	ASSOC DIR - HUMAN RESOURCES	1	General Fund	95,146	245	6/28/2004
21099006	ADMINISTRATIVE ASSISTANT II	1	General Fund	49,050	256	6/28/2004
21099007	PERSONNEL ASSISTANT	1	General Fund	49,480	256	6/28/2004
21099008	ADMINISTRATIVE ASSISTANT II	1	General Fund	38,093	256	6/28/2004
21099009	ADMINISTRATIVE ASSISTANT II	1	General Fund	44,687	256	6/28/2004
21099010	ADMINISTRATIVE ASSISTANT II	1	General Fund	48,210	256	6/28/2004
21099011	ADMINISTRATIVE ASSISTANT II	1	General Fund	50,708	256	6/28/2004
21099012	ADMINISTRATIVE ASSISTANT II	1	General Fund	37,581	256	6/28/2004
21099013	ADMINISTRATIVE ASSISTANT II	1	General Fund	45,240	256	6/28/2004
21099014	ADMINISTRATIVE ASSISTANT II	1	General Fund	38,625	256	6/28/2004
21099015	ADMINISTRATIVE ASSISTANT II	1	General Fund	50,708	256	6/28/2004
21099016	ASSC DIR HR TCH LEAD EFFCTVNSS	1	General Fund	100,068	245	6/28/2004
21099017	PROF DEV ACCOUNT SPECIALIST	1	General Fund/PD Grant	51,182	256	6/28/2004
21099018	ADMINISTRATIVE ASSISTANT II	1	General Fund	16,189	96	7/1/2011
<b>Law Enforcement</b>						
22089001	INTERIM DIRECTOR - LAW ENFORCEMENT	1	General Fund	26,761	245	6/28/2004
22089002	LAW ENFORCEMENT LIEUTENANT	1	General Fund	39,017	245	7/1/2012
22089003	LAW ENFORCEMENT LIEUTENANT	1	General Fund	41,853	245	7/1/2017
22089004	LAW ENFORCEMENT LIEUTENANT	1	General Fund		245	7/1/2017
22089005	ADMINISTRATIVE ASSISTANT III	1	General Fund	38,441	256	6/28/2004
22089006	ADMINISTRATIVE ASSISTANT II	1	General Fund	38,607	220	6/28/2004
22089007	DISPATCHER	1	General Fund	51,182	256	6/28/2004
22089008	DISPATCHER	1	General Fund	46,223	256	6/28/2004
22089009	WEEKEND DISPATCHER	1	General Fund	19,219	105	6/28/2004
22089010	WEEKEND DISPATCHER	1	General Fund	15,154	105	6/28/2004
22089011	WEEKEND DISPATCHER	1	General Fund	14,070	189	6/28/2004
<b>Senior Director of Operations</b>						
23105001	SENIOR DIRECTOR OF OPERATIONS	1	General Fund	143,936	245	7/1/2005
23105002	ADMIN ASST-CHIEF OFFICERS	1	General Fund	50,203	206	7/1/2005
23105003	COMMUNICATIONS SPECIALIST	1	General Fund	87,063	245	11/21/2005
23105004	CUSTODIAN	0.5	General Fund	18,115	256	1/12/2017
23105005	IAKSS RECEPTIONIST	1	General Fund	46,264	256	6/28/2004
23105006	IAKSS OFFICE ASSISTANT III	1	General Fund	48,067	256	7/1/2015
23105007	CUSTODIAL SUPERVISOR	1	General Fund	47,084	256	6/28/2004
23105008	LEAD CUSTODIAL SERVICE WORKER	1	General Fund	42,947	256	6/28/2004



**Fayette County Public Schools**  
**It's About Kids Support Services- Position Control Document**

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2017- 2018	Calendar	Creation Date
23105009	CUSTODIAN	1	General Fund	24,125	248	6/28/2004
23105010	CUSTODIAN	1	General Fund	28,856	256	6/28/2004
23105011	CUSTODIAN	1	General Fund	30,413	256	6/28/2004
23105012	CUSTODIAN	1	General Fund	29,942	256	6/28/2004
<b>Office of Administrative Services</b>						
24110001	SR DIR OF ADMINISTRATIVE SVCS	1	General Fund	124,625	221	7/1/2015
24110002	MANAGER ECONOMIC DEVELOPMENT	1	General Fund	91,380	245	7/1/2010
24110003	MANAGER - FINANCIAL SYSTEMS	1	General Fund	77,275	215	6/28/2004
24110004	MIS USER SUPPORT ANALYST	1	General Fund	97,178	245	9/22/2008
24110005	MIS USER SUPPORT ANALYST	1	General Fund	91,038	245	6/28/2004
24110006	COMPUTER PROGRAMMER	1	General Fund	85,392	256	6/28/2004
24110007	MIS USER SUPPORT ANALYST	1	General Fund	93,589	245	7/1/2015
<b>Budget and Staffing</b>						
25894001	DIRECTOR - BUDGET AND STAFFING	1	General Fund	109,043	245	6/28/2004
25894002	BUDGET ANALYST III	1	General Fund	72,192	256	6/28/2004
25894003	BUDGET ANALYST I	1	General Fund	41,442	221	7/1/2017
25894004	STAFFING AND BUDGET SPECIALIST	1	General Fund	80,060	245	7/1/2015
25894005	STAFFING AND BUDGET SPECIALIST	1	General Fund	89,063	245	7/1/2010
<b>Financial Services</b>						
26080001	DIRECTOR - FINANCIAL SERVICES	1	General Fund	115,502	245	6/28/2004
26080002	FINANCE ANALYST	1	General Fund	30,529	191	6/28/2004
26080003	ASSOCIATE DIRECTOR - FINANCE	1	General Fund	96,487	245	6/28/2004
26080004	ASSOCIATE DIRECTOR - FINANCE	1	General Fund	99,192	245	6/28/2004
26080005	ADMINISTRATIVE ASSISTANT II	1	General Fund	35,144	256	6/28/2004
26080006	GRANT ACCOUNTANT	1	General Fund	87,086	245	6/28/2004
26080007	FINANCE ANALYST	1	General Fund	37,382	220	6/28/2004
26080008	GRANT ANALYST	1	General Fund	53,576	256	6/28/2004
26080009	GRANTS PROGRAM COMPLIANCE	1	General Fund	66,807	215	6/23/2008
26080010	FINANCE ANALYST	1	General Fund	50,258	256	6/28/2004
26080011	SCHOOL BUSINESS OFFICE TRAINER	1	General Fund	57,037	256	7/1/2009
26080012	STDT ACT FUNDS BUDGET ANALYST	1	General Fund	57,631	256	6/28/2004
26080013	TAX AUDITING SPECIALIST	1	General Fund	18,445	156	7/1/2011
26080014	ACCTS PAYABLE SPECIALIST	1	General Fund	50,708	256	6/28/2004
26080015	ACCOUNT SPECIALIST	1	General Fund	38,625	256	6/28/2004
26080016	ACCOUNT SPECIALIST	1	General Fund	37,581	256	6/28/2004
26080017	INSURANCE SPECIALIST	1	General Fund	39,424	256	6/28/2004
26080018	INSURANCE SPECIALIST	1	General Fund	36,393	256	6/28/2004
26080019	INSURANCE SPECIALIST	1	General Fund	36,946	256	7/1/2017
26080020	ASSOC DIR - TAX COLLECTION	1	General Fund	92,026	245	6/28/2004
26080021	TAX PROCESSING SUPERVISOR	1	General Fund	64,287	256	6/28/2004
26080022	TAX AUDITING SPECIALIST	1	General Fund	46,858	256	6/28/2004
26080023	FINANCIAL SERVICES BOOKKEEPER	1	General Fund	21,020	136	6/28/2004
26080024	TAX PROCESSING SPECIALIST	1	General Fund	43,950	256	6/28/2004
26080025	TAX PROCESSING SPECIALIST	1	General Fund	41,206	256	7/1/2009
26080026	TAX PROCESSING SPECIALIST	1	General Fund	23,808	160	6/28/2004
26080027	TAX PROCESSING SPECIALIST	1	General Fund			6/28/2004
26080028	PAYROLL ACCOUNTING MANAGER	1	General Fund	59,631	215	6/23/2008
26080029	LEAD PAYROLL SPECIALIST	1	General Fund	29,365	181	6/28/2004
26080030	PAYROLL SPECIALIST	1	General Fund	22,682	160	6/28/2004
26080031	PAYROLL SPECIALIST	1	General Fund	38,625	256	6/28/2004
26080032	PAYROLL SPECIALIST	1	General Fund	49,951	256	6/28/2004
26080033	PAYROLL SPECIALIST	1	General Fund	23,213	156	9/1/2013
<b>Technology</b>						
27100001	DIRECTOR - TECHNOLOGY	1	General Fund	114,211	245	6/28/2004
27100002	ADMINISTRATIVE ASSISTANT II	1	General Fund	47,555	256	7/1/2016
27100003	ADMINISTRATIVE ASSISTANT III	1	General Fund	52,040	256	6/28/2004
27100004	LEAD WEB APPLICATION DEVELOPER	1	General Fund	90,112	256	6/28/2004
27100005	COMPUTER PROGRAMMER	1	General Fund	63,345	256	6/28/2004
27100006	DATA COMMUNICATIONS SPECIALIST	1	General Fund	95,178	245	6/28/2004
27100007	VOICE/DATA COMMUNICATION SPECL	1	General Fund	72,192	256	5/19/2008
27100008	SUPV - SYSTEMS INTEGRATION	1	General Fund	95,132	245	6/28/2004
27100009	LAN TECHNICIAN	1	General Fund	83,292	256	6/28/2004
27100010	SYSTEMS ANALYST	1	General Fund	53,371	256	6/28/2004
27100011	DATABASE ADMINISTRATOR	1	General Fund	76,943	256	6/28/2004
27100012	USER SUPPORT MANAGER	1	General Fund	107,805	245	6/28/2004
27100013	MICROCOMPUTER SPECIALIST	1	General Fund	72,192	256	6/28/2004
27100014	DISTRICT TECH COORDINATOR	1	General Fund	105,743	245	6/28/2004

**Fayette County Public Schools**  
**It's About Kids Support Services- Position Control Document**

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2017-2018	Calendar	Creation Date
27100015	TECHNOLOGY RESOURCE INSTRUCTOR	1	General Fund	88,877	199	6/28/2004
27100016	TECHNOLOGY RESOURCE INSTRUCTOR	1	General Fund			6/28/2004
27100017	TECHNOLOGY RESOURCE INSTRUCTOR	1	General Fund	84,466	199	6/28/2004
27100018	MICROCOMPUTER SPECIALIST	1	General Fund	59,474	256	6/28/2004
27100019	TECHNOLOGY RESOURCE INSTRUCTOR	1	General Fund	77,156	199	6/28/2004
27100020	TECHNOLOGY RESOURCE INSTRUCTOR	1	General Fund	67,083	199	6/28/2004
27100021	LAN TECHNICIAN	1	General Fund	81,551	256	6/28/2004
27100022	COMMUNICATIONS SPECIALIST	1	General Fund	102,312	245	7/1/2009
27100023	LAN TECHNICIAN	1	General Fund	80,425	256	6/28/2004
27100024	LAN TECHNICIAN	1	General Fund	84,603	256	6/28/2004
<b>Media Services</b>						
28100001	CENTRAL MEDIA LIBRARIAN	1	General Fund	111,422	245	6/28/2004
28100002	MEDIA TECHNICIAN	1	General Fund	43,622	256	6/28/2004
28100003	MEDIA TECHNICIAN	1	General Fund	42,947	256	6/28/2004
28100004	MEDIA TECHNICIAN	1	General Fund	43,622	256	6/28/2004
28100005	MEDIA TECHNICIAN	1	General Fund	24,540	115	6/28/2004
28100006	STAFF SUPP ADMIN ASST I (12MO)	1	General Fund	49,303	256	6/28/2004
<b>Office of Facilities Operations Support</b>						
29086001	STAFF ARCHITECT	1	General Fund			7/1/2005
29086002	DIRECTOR FACILITY DESIGN/CONST	1	General Fund	110,157	245	6/28/2004
29086003	MAINTENANCE PROJECT COORD	1	General Fund	94,834	245	6/28/2004
29086004	CONSTRUCTION BUDGET ANALYST	1	General Fund	62,259	256	6/28/2004
29086005	STAFF SUPP ADMIN ASST I (12MO)	1	General Fund	45,752	256	7/1/2007
<b>Transportation</b>						
30901001	DIRECTOR - TRANSPORTATION	1	General Fund	113,416	245	6/28/2004
30901002	TRANSPORTATION RECORDS CLERK	1	General Fund	40,202	256	6/28/2004
30901003	ADMINISTRATIVE ASSISTANT II	1	General Fund	48,210	256	6/28/2004
30901004	LEAD BUS DRIVER TRAINER	1	General Fund	38,994	256	6/28/2004
30901005	LEAD BUS DRIVER TRAINER	1	General Fund	45,036	256	6/28/2004
30901006	TRANSPORTATION DATA ASSISTANT	1	General Fund	37,888	256	6/28/2004
30901007	TRANSPORTATION DATA ASSISTANT	1	General Fund	36,618	256	6/28/2004
30901008	TRANSPORTATION DATA ASSISTANT	1	General Fund	43,622	256	6/28/2004
30901009	TRANSPORTATION DISPATCHER	1	General Fund	41,430	220	6/28/2004
30901010	TRANSPORTATION DISPATCHER	1	General Fund	43,578	220	6/28/2004
30901011	TRANSPORTATION MANAGER	1	General Fund	64,287	256	6/28/2004
30901012	VEHICLE MAINTENANCE SUPERVISOR	1	General Fund	60,011	256	6/28/2004
30901013	AUTO BODY WORKER II	1	General Fund	39,977	256	6/28/2004
30901014	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	39,608	256	6/28/2004
30901015	VEHICLE MECHANIC I	1	General Fund			6/28/2004
30901016	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	35,041	256	6/28/2004
30901017	VEHICLE MECHANIC I	1	General Fund	45,240	256	6/28/2004
30901018	VEHICLE MECHANIC II	1	General Fund	54,088	256	6/28/2004
30901019	VEHICLE UPHOLSTERY/GLASS WORKR	1	General Fund	47,104	256	6/28/2004
30901020	LEAD BUS DRIVER TRAINER	1	General Fund	43,602	256	6/28/2004
30901021	LEAD BUS DRIVER TRAINER	1	General Fund	19,040	125	6/28/2004
30901022	LEAD BUS DRIVER TRAINER	1	General Fund	46,428	256	6/28/2004
30901023	TRANSP ACCOUNTS PAYABLE CLERK	1	General Fund	41,595	256	6/28/2004
30901024	TRANSPORTATION DISPATCHER	1	General Fund	38,878	220	6/28/2004
30901025	TRANSPORTATION DISPATCHER	1	General Fund	31,685	210	6/28/2004
30901026	TRANSP ROUTING SPECIALIST	1	General Fund	69,647	245	4/29/2013
30901027	MANAGER OF VEHICLE MAINTENANCE	1	General Fund			6/28/2004
30901028	VEHICLE MAINTENANCE SUPERVISOR	1	General Fund	60,072	256	6/28/2004
30901029	SAFETY TRAINING SUPERVISOR	1	General Fund	38,994	256	6/28/2004
30901030	IAKSS OFFICE ASSISTANT II	1	General Fund	41,226	256	6/28/2004
30901031	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	33,812	256	6/28/2004
30901032	VEHICLE MECHANIC I	1	General Fund	42,660	256	6/28/2004
30901033	VEHICLE MECHANIC I	1	General Fund	18,860	125	6/28/2004
30901034	VEHICLE MECHANIC I	1	General Fund	43,295	256	6/28/2004
30901035	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	12,935	86	6/28/2004
30901036	VEHICLE MECHANIC II	1	General Fund	48,189	256	6/28/2004
30901037	VEHICLE MECHANIC II	1	General Fund	29,924	186	6/28/2004
30901038	VEHICLE MECHANIC II	1	General Fund			6/28/2004
30901039	VEHICLE MECHANIC II	1	General Fund	43,274	256	6/28/2004
30901040	VEHICLE OPERATION CNTRL ANALYS	1	General Fund	43,622	256	6/28/2004
30901041	ASSOC DIRECTOR TRANSPORTATION	1	General Fund	90,446	245	7/1/2007
30901042	LEAD BUS DRIVER TRAINER	1	General Fund	42,230	256	6/28/2004
30901043	LEAD BUS DRIVER TRAINER	1	General Fund	38,994	256	6/28/2004



**Fayette County Public Schools**  
**It's About Kids Support Services- Position Control Document**

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2017-2018	Calendar	Creation Date
30901044	LEAD BUS DRIVER TRAINER	1	General Fund	53,331	256	6/28/2004
30901045	CUSTODIAN	0.3	General Fund	15,146	247	6/28/2004
30901046	CUSTODIAN	0.3	General Fund			6/28/2004
30901047	CUSTODIAN	0.5	General Fund	14,869	86	10/1/2009
30901048	BUS MONITOR	215	General Fund			6/28/2004
30901049	BUS DRIVER	266	General Fund			6/28/2004
<b>Warehouse</b>						
31910001	DIRECTOR - WAREHOUSE	1	General Fund	91,069	245	6/28/2004
31910002	PURCHASING TECHNICIAN	1	General Fund	55,665	256	6/28/2004
31910003	ASSOCIATE DIRECTOR - LOGISTICS	1	General Fund			6/28/2004
31910004	MAIL SPECIALIST	1	General Fund	45,240	256	6/28/2004
31910005	WAREHOUSE SUPERVISOR	1	General Fund	64,895	256	6/28/2004
31910006	WAREHOUSE SUPERVISOR	1	General Fund	58,470	256	6/28/2004
31910007	WAREHOUSE WORKER II	1	General Fund	29,082	256	6/28/2004
31910008	LEAD WAREHOUSE WORKER	1	General Fund	47,084	256	6/28/2004
31910009	WAREHOUSE WORKER II	1	General Fund	45,752	256	6/28/2004
31910010	WAREHOUSE WORKER II	1	General Fund	37,888	256	6/28/2004
31910011	WAREHOUSE WORKER II	1	General Fund	42,271	256	6/28/2004
31910012	WAREHOUSE WORKER II	1	General Fund	41,001	256	6/28/2004
31910013	WAREHOUSE WORKER II	1	General Fund	37,888	256	6/28/2004
31910014	WAREHOUSE WORKER II	1	General Fund	37,130	256	6/28/2004
31910015	WAREHOUSE WORKER II	1	General Fund	37,130	256	6/28/2004
31910016	WAREHOUSE WORKER II	1	General Fund	38,461	256	6/28/2004
31910017	WAREHOUSE WORKER II	1	General Fund	35,041	256	6/28/2004
<b>Print Shop</b>						
32910001	PRINTING SUPERVISOR	1	General Fund	75,039	256	6/28/2004
32910002	PRINTING ASSISTANT	1	General Fund	51,166	256	6/28/2004
32910003	PRINTING ASSISTANT	1	General Fund	43,950	256	6/28/2004
32910004	PRINTING ASSISTANT	1	General Fund	9,060	66	7/1/2009
32910005	COMMUNICATIONS SPECIALIST	1	General Fund	87,063	245	6/28/2004
<b>Maintenance</b>						
33920001	DIRECTOR - MAINTENANCE	1	General Fund			6/28/2004
33920002	ADMINISTRATIVE ASSISTANT II	1	General Fund	50,708	256	6/28/2004
33920003	WORK CONTROL COORDINATOR	1	General Fund	49,951	256	6/28/2004
33920004	DRAFTING SPECIALIST	1	General Fund	59,453	256	6/28/2004
33920005	MAINT WAREHOUSE WORKER	1	General Fund	39,997	256	6/28/2004
33920006	MAINTENANCE SUPERVISOR	1	General Fund			6/28/2004
33920007	LEAD MAINTENANCE TECHNICIAN	1	General Fund			6/28/2004
33920008	MAINTENANCE TECHNICIAN II	1	General Fund	47,555	256	6/28/2004
33920009	MAINTENANCE TECHNICIAN II	1	General Fund	50,708	256	6/28/2004
33920010	MAINTENANCE TECHNICIAN II	1	General Fund			6/28/2004
33920011	MAINTENANCE TECHNICIAN II	1	General Fund	50,708	256	6/28/2004
33920012	MAINTENANCE TECHNICIAN II	1	General Fund	45,240	256	6/28/2004
33920013	MAINTENANCE TECHNICIAN II	1	General Fund	39,424	256	6/28/2004
33920014	MAINTENANCE TECHNICIAN II	1	General Fund	49,050	256	6/28/2004
33920015	MAINTENANCE TECHNICIAN III	1	General Fund	42,824	256	6/28/2004
33920016	LEAD MAINTENANCE TECHNICIAN	1	General Fund			6/28/2004
33920017	MAINTENANCE TECHNICIAN II	1	General Fund	50,708	256	6/28/2004
33920018	MAINTENANCE TECHNICIAN II	1	General Fund	16,067	256	6/28/2004
33920019	MAINTENANCE TECHNICIAN II	1	General Fund	37,581	256	6/28/2004
33920020	MAINTENANCE TECHNICIAN II	1	General Fund	46,858	256	6/28/2004
33920021	MAINTENANCE TECHNICIAN II	1	General Fund			6/28/2004
33920022	MAINTENANCE TECHNICIAN II	1	General Fund	20,349	141	6/28/2004
33920023	MAINTENANCE TECHNICIAN III	1	General Fund	42,824	256	6/28/2004
33920024	MAINTENANCE TECHNICIAN III	1	General Fund	41,595	256	6/28/2004
33920025	MAINTENANCE SUPERVISOR	1	General Fund	91,990	256	6/28/2004
33920026	LEAD MAINTENANCE TECHNICIAN	1	General Fund	57,426	256	6/28/2004
33920027	HVAC TECHNICIAN	1	General Fund	50,647	256	6/28/2004
33920028	HVAC TECHNICIAN	1	General Fund	54,088	256	6/28/2004
33920029	HVAC TECHNICIAN	1	General Fund	54,088	256	6/28/2004
33920030	HVAC TECHNICIAN	1	General Fund	41,800	256	6/28/2004
33920031	ENERGY SYS OPERATOR/DISPATCHER	1	General Fund	51,999	256	6/28/2004
33920032	HVAC TECHNICIAN	1	General Fund	42,619	256	6/28/2004
33920033	HVAC TECHNICIAN	1	General Fund	52,224	256	6/28/2004
33920034	HVAC TECHNICIAN	1	General Fund			6/28/2004
33920035	LEAD MAINTENANCE TECHNICIAN	1	General Fund			6/28/2004
33920036	MAINTENANCE TECHNICIAN III	1	General Fund	53,331	256	6/28/2004

**Fayette County Public Schools**  
**It's About Kids Support Services- Position Control Document**

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2017-2018	Calendar	Creation Date
33920037	MAINTENANCE TECHNICIAN III	1	General Fund	42,230	256	6/28/2004
33920038	MAINTENANCE TECHNICIAN III	1	Food Service	52,838	256	6/28/2004
33920039	MAINTENANCE TECHNICIAN III	1	General Fund	8,838	256	6/28/2004
33920040	MAINTENANCE TECHNICIAN III	1	General Fund	41,595	256	6/28/2004
33920041	MAINTENANCE TECHNICIAN III	1	General Fund			6/28/2004
33920042	MAINTENANCE TECHNICIAN III	1	General Fund	45,036	256	6/28/2004
33920043	MAINTENANCE TECHNICIAN III	1	General Fund	42,230	256	6/28/2004
33920044	MAINTENANCE TECHNICIAN III	1	General Fund	43,602	256	6/28/2004
33920045	LEAD MAINTENANCE TECHNICIAN	1	General Fund	48,189	256	6/28/2004
33920046	MAINTENANCE TECHNICIAN III	1	General Fund	49,500	256	6/28/2004
33920047	LEAD MAINTENANCE TECHNICIAN	1	General Fund	54,088	256	6/28/2004
33920048	MAINTENANCE TECHNICIAN III	1	General Fund	52,838	256	6/28/2004
33920049	MAINTENANCE TECHNICIAN III	1	General Fund	42,230	256	6/28/2004
33920050	LEAD MAINTENANCE TECHNICIAN	1	General Fund	59,453	256	6/28/2004
33920051	MAINTENANCE TECHNICIAN II	1	General Fund	46,858	256	6/28/2004
33920052	MAINTENANCE TECHNICIAN II	1	General Fund	50,708	256	6/28/2004
33920053	MAINTENANCE TECHNICIAN IV	1	General Fund	54,886	256	6/28/2004
33920054	MAINTENANCE TECHNICIAN IV	1	General Fund	55,398	256	6/28/2004
33920055	MAINTENANCE TECHNICIAN IV	1	General Fund	53,064	256	6/28/2004
33920056	MAINTENANCE TECHNICIAN IV	1	General Fund	50,647	256	6/28/2004
33920057	MAINTENANCE TECHNICIAN IV	1	General Fund	55,398	256	6/28/2004
33920058	MAINTENANCE TECHNICIAN IV	1	General Fund	54,886	256	6/28/2004
33920059	MAINTENANCE TECHNICIAN IV	1	General Fund	48,189	256	6/28/2004
33920060	MAINTENANCE TECHNICIAN IV	1	General Fund			6/28/2004
33920061	MAINTENANCE TECHNICIAN IV	1	General Fund			6/28/2004
33920062	MAINTENANCE TECHNICIAN III	1	General Fund	49,500	256	6/28/2004
<b>Operations</b>						
34921001	DIRECTOR - PLANT OPERATIONS	1	General Fund	118,176	245	6/28/2004
34921002	ADMINISTRATIVE ASSISTANT II	1	General Fund	43,295	256	6/28/2004
34921003	CUSTODIAL SERVICES TRAINER	1	General Fund	62,220	256	6/28/2004
34921004	CUSTODIAL SERVICES TRAINER	1	General Fund	58,778	256	6/28/2004
34921005	CUSTODIAL EQUIPMENT MECHANIC	1	General Fund	38,625	256	6/28/2004
34921006	LEAD CUSTODIAL SERVICE WORKER	1	General Fund	39,608	256	1/18/2013
34921007	CUSTODIAN	1	General Fund	28,467	256	6/28/2004
34921008	VEHICLE MECHANIC II	1	General Fund	55,398	256	6/28/2004
34921009	LEAD CUSTODIAL SERVICE WORKER	1	General Fund	48,845	256	6/28/2004
34921010	GROUNDS SUPERVISOR	1	General Fund	61,727	256	6/28/2004
34921011	LEAD GROUNDS EQUIPMENT MECHANIC	1	General Fund	51,528	256	6/28/2004
34921012	GROUNDS EQUIPMENT MECHANIC	1	General Fund	19,122	256	6/28/2004
34921013	LEAD GROUNDS WORKER	1	General Fund	48,026	256	6/28/2004
34921014	LEAD GROUNDS WORKER	1	General Fund	41,595	256	6/28/2004
34921015	LEAD GROUNDS WORKER	1	General Fund	45,732	256	6/28/2004
34921016	GROUNDS WORKER I	1	General Fund	29,340	236	9/26/2005
34921017	GROUNDS WORKER I	1	General Fund	32,358	256	6/28/2004
34921018	GROUNDS WORKER II	1	General Fund	33,321	256	6/28/2004
34921019	GROUNDS WORKER II	1	General Fund	32,081	231	6/28/2004
34921020	GROUNDS WORKER II	1	General Fund	12,510	151	6/28/2004
34921021	GROUNDS WORKER II	1	General Fund	34,304	256	6/28/2004
34921022	GROUNDS WORKER II	1	General Fund	45,056	256	6/28/2004
34921023	GROUNDS WORKER II	1	General Fund	-		6/28/2004
34921024	LEAD GROUNDS WORKER	1	General Fund	38,994	256	6/28/2004
34921025	GROUNDS WORKER II	1	General Fund	33,812	256	6/28/2004
34921026	GROUNDS WORKER I	1	General Fund	31,826	246	6/28/2004
34921027	GROUNDS WORKER I	1	General Fund	31,334	256	6/28/2004
34921028	GROUNDS WORKER II	1	General Fund	36,618	256	6/28/2004
34921029	UTILITY SERVICES SUPERVISOR	1	General Fund	22,857	111	6/28/2004
34921030	LEAD UTILITY WORKER	1	General Fund	48,824	256	6/28/2004
34921031	LEAD UTILITY WORKER	1	General Fund	48,026	256	6/28/2004
34921032	LEAD UTILITY WORKER	1	General Fund	40,960	256	6/28/2004
34921033	LEAD UTILITY WORKER	1	General Fund	40,202	256	6/28/2004
34921034	UTILITY WORKER II	1	General Fund	38,625	256	6/28/2004
34921035	UTILITY WORKER I	1	General Fund	39,608	256	6/28/2004
34921036	UTILITY WORKER I	1	General Fund	39,608	256	6/28/2004
34921037	UTILITY WORKER I	1	General Fund	36,618	256	6/28/2004
<b>Risk Management</b>						
35922001	DIRECTOR - RISK MANAGEMENT	1	General Fund	98,338	245	6/28/2004
35922002	HEALTH SERVICES COORDINATOR	1	General Fund	86,059	245	7/1/2012

**Fayette County Public Schools**  
**It's About Kids Support Services- Position Control Document**

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2017- 2018	Calendar	Creation Date
35922003	SUPV - SAFETY HEALTH ENVIRON	1	General Fund	104,569	245	6/28/2004
35922004	WORKERS COMP ANALYST	1	General Fund	53,576	256	6/28/2004
35922005	CONSTRUCTION BUDGET ANALYST	1	General Fund	60,928	256	6/23/2008
35922006	DW RESOURCE INSTRUCTOR	1	General Fund	78,080	219	7/1/2010
35922007	SCHOOL ENERGY MANAGER	1	General Fund	65,563	245	7/1/2010
<b>Food Service</b>						
46923001	DIRECTOR - FOOD SERVICE	1	Food Service	114,621	245	6/28/2004
46923002	IAKSS OFFICE ASSISTANT II	1	Food Service	30,787	256	6/28/2004
46923003	ACCOUNT SPECIALIST	1	Food Service	35,684	211	6/28/2004
46923004	DISTRICT CHEF	1	Food Service	32,923	190	6/28/2004
46923005	FOOD SERVICE BUDGET ANALYST	1	Food Service	57,631	256	6/28/2004
46923006	FOOD SERVICE PROGRAM ASST II	1	Food Service	29,246	175	6/28/2004
46923007	FOOD SERVICE TRAINER	1	Food Service	25,872	115	6/28/2004
46923008	FOOD SERVICE COORDINATOR	1	Food Service	80,060	245	6/28/2004
46923009	FOOD SERVICE SUPERVISOR	1	Food Service	48,488	220	7/1/2006
46923010	FOOD SERVICE SUPERVISOR	1	Food Service	47,115	220	7/1/2006
46923011	FOOD SERVICE SUPERVISOR	1	Food Service	39,635	220	7/1/2006
46923012	PURCHASING TECHNICIAN	1	Food Service	58,470	256	7/1/2016
46923013	FOOD SERVICE SUPERVISOR	1	Food Service	44,827	220	7/1/2016
46923014	MICROCOMPUTER SPECIALIST	1	Food Service	59,474	256	9/22/2008
46923015	MAINTENANCE TECHNICIAN III	1	Food Service	42,230	256	6/29/2004
46923016	MAINTENANCE TECHNICIAN III	1	Food Service	15,196	256	6/30/2004
46923017	LEAD MAINTENANCE TECH	1	Food Service	37,391	161	11/3/2017
46923018	MAINTENANCE TECHNICIAN III	1	Food Service	44,380	256	6/30/2004
<b>Deleted Positions - 2017-2018</b>						
	MTSS COACH	1	IDEA			
	COMPUTER PROGRAMMER	1	General Fund			
	BUDGET ANALYST	1	General Fund			
	IAKSS OFFICE ASSISTANT III	0.5	General Fund			
	DATA ENTRY ASSISTANT	1	General Fund			
	SCHOOL DIRECTORS (5 POSITIONS)	5	General Fund			
<b>Added Positions - 2017-18</b>						
	PK-2 LITERACY SPECIALIST	1	IDEA			7/1/2017
	PK-2 MATH SPECIALIST	1	IDEA			7/1/2017
	SCHOOL BASED INSTRUCTIONAL SPECIALIST (4 POSITIONS)	4	General Fund			7/1/2017
	IAKSS PROGRAM MANAGER	1	General Fund			7/1/2017
	LEAD WEB APPLICATION DEVELOPER	1	General Fund			7/1/2017
	BUDGET ANALYST III	1	General Fund			7/1/2017
	IAKSS CULTURALLY RESPONSIVE TEACHING COACH	1	General Fund			7/1/2017
	DISTRICT CHEF	1	Food Service			7/1/2017
	PRINTING ASSISTANT	1	General Fund			7/1/2017
	STUDENT FAMILY SUPPORT AND DROPOUT PREVENTION SPECIALIST	1	KENAN TRUST			7/1/2017
	LAW ENFORCEMENT LIEUTENANT (2 POSITIONS)	2	General Fund			7/1/2017
	CHIEF OF SCHOOLS (6 POSITIONS)	6	General Fund			7/1/2017
	SCHOOL LEADERSHIP SUPPORT SPECIALISTS (3 POSITIONS)	3	General Fund			7/1/2017
	BUS DRIVERS	3.5	General Fund			7/1/2017
	LEAD MAINTENANCE TECH	1	Food Service			11/3/2017
	FOOD SERVICE TRAINER	1	Food Service			11/3/2017
	INSTRUCTIONAL COORDINATOR	1	TITLE I			7/1/2017