

EXPLANATION: HB 449 AMENDS KRS 160.180 TO EXPAND THE ACCEPTABLE DOCUMENTATION FOR EVIDENCING A SCHOOL BOARD CANDIDATE'S COMPLETION OF HIGH SCHOOL.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

POWERS AND DUTIES OF BOARD OF EDUCATION

01.3 AP.21

**Application for Board Vacancy**

Name of School District: _____			
[Division # ____ ( <i>for county school systems</i> ) or the District at large ( <i>for independent school systems</i> )]			
Name: _____		Birthdate: _____	
Last	First	MI	
Address: _____			
Street or Box #		State	Zip Code
Telephone: _____			
Business		Home	Cell
Email Address: _____			

1. Have you been a citizen of Kentucky for a minimum of at least the last three (3) years? ☐ Yes ☐ No
2. Are you registered to vote in the Division (in the case of a county school District) or District (in the case of an independent school District) you wish to serve? ☐ Yes ☐ No
3. Are you an officer of, or employed by, any city, county, consolidated local government, or other municipality? ☐ Yes ☐ No  
If yes, please identify. \_\_\_\_\_
4. Does the School District where you reside presently employ you? ☐ Yes ☐ No
5. Do you have any relatives employed by the District? ☐ Yes ☐ No  
If yes, please indicate their relationship to you:  
☐ Brother ☐ Sister ☐ Husband ☐ Wife ☐ Son ☐ Daughter ☐ Father ☐ Mother  
☐ Other \_\_\_\_\_
6. Have you ever been a member of any local Board of Education in Kentucky? ☐ Yes ☐ No  
If so, which District \_\_\_\_\_ and when \_\_\_\_\_?
7. Do you currently hold any elective federal, state, county, or city office? ☐ Yes ☐ No  
If yes, please identify. \_\_\_\_\_
8. Do you own or are you a stockholder in a business involved in sales or other contracts with the Board or with individual schools of the District? ☐ Yes ☐ No  
If yes, please identify. \_\_\_\_\_
9. Do you work for a company that provides any goods or services to the District or with the individual schools of the District? Do you receive any commissions or other benefits as a result of any contracts or business with the District? ☐ Yes ☐ No  
If yes, please describe. \_\_\_\_\_
10. Have you ever been fined or convicted for violation of any law? Are you now facing any charges for any violation of law? ☐ Yes ☐ No  
If yes, please describe. \_\_\_\_\_

**Application for Board Vacancy**

11. Do you serve on any county, city, or joint agency government boards? ☐ Yes ☐ No  
If yes, please describe. \_\_\_\_\_
12. Do you currently hold a leadership position with any organization that provides financial support or raises funds in the name of the District, a school in the District, or students of the District? ☐ Yes ☐ No
13. Have you completed at least the twelfth (12<sup>th</sup>) grade or been issued a High School Equivalency Diploma? ☐ Yes ☐ No
14. Please circle the highest level of formal education you have completed:

GRADE SCHOOL	HIGH SCHOOL	COLLEGE	GRADUATE SCHOOL
1 2 3 4 5 6 7 8	9 10 11 12	1 2 3 4	1 2 3 4

**Note: Application must include an affidavit signed under penalty of perjury certifying completion of the twelfth (12<sup>th</sup>) grade, a transcript evidencing completion of the twelfth (12<sup>th</sup>) grade, or if appropriate, the results of a twelfth (12<sup>th</sup>) grade equivalency examination.**

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High School Attended	Address	Dates Attended/Graduated
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College/University Attended	Address	Dates Attended/Degree
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Graduate Schools Attended	Address	Dates Attended/Degree
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15. List schools or school related activities in which you are currently involved or with which you have had previous involvement: \_\_\_\_\_

16. Work Experience (Please provide employment history and attach current resume.)

a. \_\_\_\_\_  
Current Employer Address

Date of Employment	Duties
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b. \_\_\_\_\_  
Previous Employer Address

Date of Employment	Duties
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c. \_\_\_\_\_  
Previous Employer Address

Date of Employment	Duties
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**Application for Board Vacancy**

17. Please describe why you are interested in serving on the local Board of Education:

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18. Please describe the benefits that you believe strong public schools bring to a community:

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**Application for Board Vacancy**

19. Please describe one (1) goal or objective that you think the local Board of Education should seek to complete during your service on the Board:

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**Note: Board members must complete annual in-service training as required by law.**

This application constitutes my letter of intent to seek appointment to the Board under KRS 160.190, and I hereby affirm that to the best of my knowledge the information being submitted on this application and any required attachments thereto is accurate and that I am eligible to be appointed to the Board under law.

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

**Application for Board Vacancy**

**COUNTY CLERK'S CERTIFICATION**

**RESIDENCE AND VOTER REGISTRATION FOR SCHOOL BOARD APPOINTMENT**

COUNTY CLERK: Please complete this form as it applies to the legal residence status of the applicant for school board appointment.

\_\_\_\_\_ who resides at \_\_\_\_\_  
Name Address

is a resident and registered voter in \_\_\_\_\_ School District [Division  
# \_\_\_\_ (*for county school systems*) or the District at large (*for independent school systems*).]

Certified by: \_\_\_\_\_

\_\_\_\_\_ County Clerk's Office Date: \_\_\_\_\_

NOTE: This form must be completed by the County Clerk and returned to Central Office along with the other four (4) pages of the application.

**RELATED PROCEDURE:**

01.3 AP.2

EXPLANATION: SB 2 CREATES AMENDS KRS 158.4451 TO REQUIRE DISTRICTS TO PROVIDE TRAINING ON AN ANONYMOUS REPORTING TOOL THAT ALLOWS STUDENTS, PARENTS, AND COMMUNITY MEMBERS TO ANONYMOUSLY SUPPLY INFORMATION CONCERNING UNSAFE, POTENTIALLY HARMFUL, DANGEROUS, VIOLENT, OR CRIMINAL ACTIVITIES, OR THE THREAT OF THESE ACTIVITIES, TO APPROPRIATE PUBLIC SAFETY AGENCIES AND SCHOOL OFFICIALS.

FINANCIAL IMPLICATIONS: COST OF OBTAINING ANONYMOUS REPORTING TOOL AND PROVIDING TRAINING ON THE USE OF SUCH

EXPLANATION: SB 2 AMENDS KRS 156.095 AND THE REQUIREMENTS FOR EVIDENCE-BASED SUICIDE PREVENTION TRAINING FOR BOTH STUDENTS AND STAFF.

FINANCIAL IMPLICATIONS: COST OF PROVIDING TRAINING

## PERSONNEL

03.19 AP.23

**District Training Requirements****SCHOOL YEAR:** \_\_\_\_\_

This form may be used to track completion of local and state employee training requirements that apply across the District and maintain a record for the information of the Superintendent and Board.

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
District planning committee members.		01.111			✓	
Board member training hours.	KRS 160.180; 702 KAR 1:115; 701 KAR 8:020	01.83			✓	
Superintendent training program to be completed within two (2) years of taking office.	KRS 160.350	02.12			✓	
Certified Evaluation Training.	KRS 156.557; 704 KAR 3:370	02.14/03.18	✓		✓	
Supervisors shall receive appropriate training to equip them to meet the standards of Personnel Management.		02.3			✓	
All School Resource Officers (SROs) shall successfully complete forty (40) hours of annual in service training that has been certified or recognized by the Kentucky Law Enforcement Council for SROs.	KRS 158.4414	02.31			✓	
Council member training hours.	KRS 160.345	02.431			✓	
Employees authorized to use Criminal History Record Information (CHRI) will complete Security Awareness Training via Criminal Justice Information Services (CJIS)	KRS 160.380	03.11 AP.2521			✓	
Initial/follow-up training for coaches of interscholastic athletic activities or sports.	KRS 160.445; KRS 161.166; KRS 161.185; 702 KAR 7:065	03.1161 03.2141 09.311			✓	
Asbestos Containing Building Material (ACBM), Lockout/Tagout and personal protective equipment (PPE) training for designated employees.	40 C.F.R. Part 763 401 KAR 58:010 803 KAR 2:308 OSHA 29 C.F.R. 1910.132 29 C.F.R. 1910.147 29 C.F.R. 1910.1200	03.14/03.24			✓	
Bloodborne pathogens.	OSHA 29 C.F.R. 1910.1030	03.14/03.24		✓		
Behaviors prohibited/required reporting of harassment/discrimination.	34 C.F.R. 106.1-106.71, U.S. Department of Education Office for Civil Rights Guidance	03.162/03.262		✓		

## PERSONNEL

03.19 AP.23  
(CONTINUED)**District Training Requirements**

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
Title IX Sexual Harassment	34 C.F.R. § 106.45	03.1621/03.2621/09.428111		✓		
Teacher professional development/learning.	KRS 156.095	03.19	✓			
Active Shooter Situations training each year by November 1.	KRS 156.095	03.19/03.29			✓	
Instructional leader training.	KRS 156.101	03.1912			✓	
The Superintendent shall develop and implement a program for continuing training for selected classified personnel.		03.29			✓	
Training of the instructional teachers' aide with the certified employee to whom s/he is assigned.	KRS 161.044	03.5			✓	
Orientation materials for volunteers.	KRS 161.048	03.6			✓	
Integrated Pest Management (7a) Certification.	302 KAR 29:060	05.11			✓	
Training for designated personnel on use and management of equipment.		05.4			✓	
Automated external defibrillators (AEDs), training on use of such.	KRS 158.162 KRS 311.667	03.1161/03.2241 05.4/09.311/09.224			✓	
School Safety Coordinator (SSC) training program developed by the Kentucky Center for School Safety (KCSS) School Principal training on procedures for completion of the required school security risk assessment.	KRS 158.4412	05.4			✓	
Fire drill procedure system.	KRS 158.162	05.41		✓		
Lockdown drill procedure system.	KRS 158.162 KRS 158.164	05.411		✓		
Severe Weather/Tornado drill procedure system.	KRS 158.162 KRS 158.163	05.42		✓		
Earthquake drill procedure system.	KRS 158.162 KRS 158.163	05.47		✓		
First Aid and Cardiopulmonary Resuscitation (CPR) Training.	702 KAR 5:080	06.221			✓	
Annual in-service school bus driver training.	702 KAR 5:030	06.23			✓	
Designated training for School Nutrition Program Directors and food service personnel.	KRS 158.852 7 C.F.R. §210.31	07.1 07.16			✓	
Teachers of gifted/talented students required training on identifying and working with gifted/talented students. All other personnel working with gifted students shall be prepared through appropriate professional development to address the individual needs, interests, and abilities of the students.	704 KAR 3:285	08.132	✓		✓	



## PERSONNEL

03.19 AP.23  
(CONTINUED)**District Training Requirements**

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
KDE to provide training to address the characteristics and instructional needs of students at risk of school failure and most likely to drop out of school.	KRS 156.095	08.141	✓		✓	
Student training on appropriate online behavior on social networking sites and cyberbullying awareness and response.	47 U.S.C. 254/Children's Internet Protection Act; 47 C.F.R. 54.520	08.2323			✓	
Confidentiality of student record information.	34 C.F.R. 300.623	09.14		✓		
Student suicide prevention training: <u>Provide two (2) suicide prevention awareness lessons each school year.</u> <u>Staff training for student suicide prevention training: Minimum of one (1) hour in-person, live stream, or via video recording each school year including the recognition of signs and symptoms of possible mental illness. New hires during off year to receive suicide prevention materials to review.</u> [Employees with job duties requiring direct contact with students in grades <del>four</del> <sup>six</sup> (46) through twelve (12).]	KRS 156.095; KRS 158.070	09.22			✓	
<u>Anonymous reporting tool: Develop and provide a comprehensive training and awareness program on the use of the chosen anonymous reporting tool for students, parents, and community members.</u>	<u>KRS 158.4451</u>	<u>09.22</u>		✓		
At least one (1) hour of self-study review of seizure disorder materials required for all principals, guidance counselors, and teachers by July 1, 2019, and for all principals, guidance counselors, and teachers hired after July 1, 2019.	KRS 158.070	09.22			✓	
Training for school personnel authorized to give medication.	KRS 158.838 KRS 156.502 702 KAR 1:160	09.22 09.224 09.2241			✓	
Training on employee reports of criminal activity.	KRS 158.148; KRS 158.154; KRS 158.155; KRS 158.156; KRS 620.030	09.2211		✓		

## PERSONNEL

03.19 AP.23  
(CONTINUED)**District Training Requirements**

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
Personnel training on restraint and seclusion and positive behavioral supports.	704 KAR 7:160	09.2212		✓	✓	
Personnel training child abuse and neglect prevention, recognition, and reporting.	KRS 156.095	09.227	✓		✓	
Age appropriate training for students during the first month of school on behaviors prohibited/required reporting of harassment/discrimination.	34 C.F.R. 106.1-106.71, U.S. Department of Education Office for Civil Rights Guidance	09.42811			✓	
Training to build capacity of staff and administrators to deliver high-quality services and programming in the District's Alternative Education Program.	704 KAR 19:002	09.4341			✓	
Student discipline code.	KRS 158.148; KRS 158.156; KRS 158.444; KRS 525.070; KRS 525.080	09.438		✓		
Intervention and response training on responding to instances of incivility.		10.21		✓		
Training for Supervisors of Student Teachers.	16 KAR 5:040				✓	
Career Tech – If funds available, High School teachers to receive training regarding embedding reading, math, and science in career tech courses.	KRS 158.818				✓	
Committee for Mathematics Achievement – training for teachers based on available funds.	KRS 158.842		✓			
KDE to provide or facilitate statewide training for teachers and administrators regarding content standards, integrating performance assessments, communication, and higher order thinking.	KRS 158.6453 (SB 1)		✓			
Grants regarding training for state-funded community education directors.	KRS 160.156				✓	
Local Board to develop and implement orientation program for adjunct instructors.	KRS 161.046				✓	
KDE shall provide technical assistance and training for multi-tiered system of supports upon District request.	KRS 158.305				✓	

PERSONNEL

03.19 AP.23  
(CONTINUED)

**District Training Requirements**

**THIS IS NOT AN EXHAUSTIVE LIST – CONSULT OSHA/ADA AND BOARD POLICIES FOR OTHER TRAINING REQUIREMENTS.**

For training provided in person, participants should sign in at the end of the meeting to document their attendance. The sign-in sheet shall be maintained in paper or electronic format as required by the Kentucky *Records Retention/Public School District Schedule*.

EXPLANATION: HB 278 AMENDS KRS 160.380 TO INCLUDE PROHIBITIONS ON THE SUPERINTENDENT HIRING ANY PERSON THAT HAS BEEN CONVICTED OF AN OFFENSE THAT WOULD CLASSIFY A PERSON AS A VIOLENT OFFENDER, BEEN CONVICTED OF A SEX CRIME (INCLUDING MISDEMEANOR OFFENSES) OR IS REQUIRED TO REGISTER AS A SEX OFFENDER.  
FINANCIAL IMPLICATIONS: COST OF CRIMINAL BACKGROUND CHECKS

PERSONNEL

03.21 AP.254

### **Driving Record Violations and Personnel Actions**

#### **NEW/RETURNING SCHOOL BUS DRIVERS**

The District shall perform a driving history check on school bus drivers prior to initial employment and after a break in service (excluding summers). Decisions to employ or re-employ an individual shall be contingent on receipt of records revealing no driving history convictions that would, as determined by the Superintendent, affect the individual's ability to perform the job. Driver applicants and current drivers are subject to checks of the Federal Motor Carrier Safety Administration Clearinghouse (FMCSA) and related rules as described in Policy 06.221.

A person shall not be employed as a school bus driver if convicted within the past five (5) years of driving a motor vehicle under the influence or driving while intoxicated.

#### **CURRENT EMPLOYEES**

Current bus drivers shall undergo driving records checks at intervals determined by Board policy. Those whose driving record checks reveal the following violations are 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 driving under the influence (DUI) or driving while intoxicated (DWI);
7. Conviction for reckless driving;
8. Citation for any moving motor vehicle violation including driving under the influence (DUI) or driving while intoxicated (DWI) and reckless driving;
9. Citation for violation of state or local law governing motor vehicle traffic control other than a parking violation;
10. Conviction of an offense that would classify a person as a violent offender under KRS 439.3401, for a felony-sex crime defined by KRS 17.500 or a misdemeanor offense under KRS Chapter 510, or is required to register as a sex offender as a violent offender as defined in KRS 17.165;
11. Failure to notify the Superintendent if the classified employee has been found by the Cabinet for Health and Family Services to have abused or neglected a child, and if the employee has waived the right to appeal such a substantiated finding or the finding has been upheld upon appeal; or

PERSONNEL

03.21 AP.254  
(CONTINUED)

**Driving Record Violations and Personnel Actions**

**CURRENT EMPLOYEES (CONTINUED)**

12. Other criminal or moving vehicle violation, as determined by Superintendent/ designee to bear a reasonable relationship to the ability of the individual to perform the job.

**NOTE:** 702 KAR 5:080 requires school bus drivers to immediately report to the Superintendent/designee any violations falling under points five through nine (5-9) above.

EXPLANATION: HB 449 AMENDS KRS 160.570 REMOVING THE LIMIT OF DEPOSITORIES A DISTRICT MAY APPOINT.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

FISCAL MANAGEMENT

04.2 AP.1

### **Depositories**

#### **SELECTION OF DEPOSITORIES**

The Board of Education shall approve institutions to serve as depositories.

#### **GUIDELINES FOR SCHOOLS**

The Board shall select ~~additional up to three (3)~~ institutions to serve as depositories for school activity funds for a period of two (2) years based on competitive sealed bids.

Individual schools shall determine which bank in which to deposit school funds, based on the following criteria:

1. Convenience and location of branch office;
2. Minimum balances required in order to earn interest; and
3. Interest rates as they apply to balances of the school account.

#### **STIPULATIONS**

In accordance with the bid contract, each of the eligible banks shall furnish standard checks and deposit tickets, at no cost to the school. In addition, there shall be no charges for servicing any school activity account.

EXPLANATION: HB 22 REMOVES MEDICAL OVERSIGHT OF THE USE OF AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS) AND REMOVES REPORT OF USE OF AN AED TO THE LICENSED PHYSICIAN. FINANCIAL IMPLICATIONS: NO NEED TO PAY FOR A PHYSICIAN TO OVERSEE THE AED PROGRAM AND LESS TIME SPENT ON FILING REPORTS

DRAFT 11/7/23

SCHOOL FACILITIES

05.4 AP.1

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### **Use of Automated External Defibrillators (AEDs)**

Each school's emergency plan shall include procedures to be followed in case of a medical emergency, a written cardiac emergency response plan, and a diagram that clearly identifies the location of each AED. Procedures for the use and training of AEDs shall be included in the emergency response plan.

**NOTE:** The following District documents can be accessed from the District's web site on the FCPS Risk Management and Safety page:

- Monthly Inspection Report
- AED Protocol
- Event Summary Form

#### **INTRODUCTION**

An automated external defibrillator (AED) is a medical device used to treat victims who experience sudden cardiac arrest (SCA). It is to be applied only to victims who are unconscious, not breathing normally, and showing no signs of circulation (signs of circulation include normal breathing, coughing, and movement). The AED will analyze the heart rhythm and advise the operator if a shockable rhythm is detected. If a shockable rhythm is detected, the AED will charge to the appropriate energy level and advise the operator to deliver a shock.

AEDS ARE ~~MEDICAL DEVICES THAT REQUIRE MEDICAL OVERSIGHT AND THAT~~ ARE TO BE USED ONLY BY INDIVIDUALS WITH PROPER TRAINING AND CERTIFICATION.

#### **PROGRAM COORDINATION ~~AND MEDICAL OVERSIGHT~~**

Overall coordination of the District's AED program shall be provided by the Division of Risk Management and Safety in the Department of ~~Physical Support Services~~ Operations and Support. ~~Medical oversight of the District's AED program shall be provided by a physician licensed in Kentucky (the "Medical Advisor"). The physician serving as Medical Advisor shall be listed in Administrative Procedure 05.4 AP.23, Schedule A.~~ The Division of Risk Management & Safety shall update and amend Schedule A from time-to-time as appropriate.

#### **Responsibilities of Division of Risk Management & Safety:**

- Communication with an agent of the local emergency medical services (EMS) system and the local emergency communications or vehicle dispatch center to notify such entities of the existence, location, and type of each AED acquired;
- Coordination of inspection and maintenance of AED hardware and support equipment and supplies according to manufacturers' labeling and other operational guidelines;
- Selection of Medical Emergency Response Team ("MERT") members ("MERT Members") and distribution and updating of MERT Member lists as needed;
- Coordination of training for MERT Members;

**Use of Automated External Defibrillators (AEDs)****Responsibilities of Division of Risk Management & Safety (continued):**

- Receipt from MERT Members and Trained Lay Responders of completed Event Summary Forms, and retention of such forms in the records of the Division;

**PROGRAM COORDINATION ~~AND MEDICAL OVERSIGHT~~ (CONTINUED)**

- ~~• Distribution to the Medical Advisor and/or his/her designee of copies of completed Event Summary Forms and communication with the Medical Advisor about issues related to the District's AED program;~~
- Periodic review of the effectiveness of the District's AED program from the standpoint of risk management and safety;
- Periodic review and (if appropriate) proposed revision of this and related Administrative Procedures.

**Responsibilities of Medical Advisor:**

- ~~• Issuance of prescriptions for the acquisition of AEDs, via written approval of the selection and placement of AEDs at particular locations within the District. Such prescriptions shall be documented in Administrative Procedure 05.4 AP.23, Schedule B. The Medical Advisor shall update and amend Schedule B from time to time as appropriate.~~
- ~~• Risk Management and Safety in consultation with medical oversight to assure compliance with requirements for:~~
  - communication with the local emergency medical services system, including requirements for notifying agents of the local emergency medical services system and the local emergency communications or vehicle dispatch center of the existence, location, and type of each AED acquired;
  - inspection and maintenance of AED units and accessories;
  - training of MERT Members.
- Review and approval of written protocols to be posted with each AED concerning emergency procedures and AED deployment;
- Performance of a review of each use of an AED, including evaluation of each completed Event Summary Form and each set of data retrieved from the AED's electronic storage module;
- Periodic review of the effectiveness of the District's AED program from a medical standpoint;
- Communication with the Division of Risk Management & Safety about issues related to the District's AED program;
- Periodic review and (if appropriate) proposed revision of this and related Administrative Procedures.



**Use of Automated External Defibrillators (AEDs)****ACQUISITION OF AEDS**

Only commercially-available AEDs that have been approved or cleared for marketing by the Food and Drug Administration shall be acquired for use within the District. ~~The Medical Advisor can explain the relative advantages and disadvantages of various models of AEDs for particular locations and should be involved in each AED acquisition decision. Use of a single brand of AEDs within a particular campus or facility will greatly simplify training, maintenance, and data management. The Medical Advisor may want to contact local EMS personnel to seek opinions about the acquisition of AEDs and to clarify protocols regarding equipment use.~~

**PLACEMENT OF AEDS WITHIN CAMPUSES AND FACILITIES**

Selection of a Location: Considerations relating to the appropriate numbers and locations of AEDs within a campus or facility environment should be based on (a) an optimal response time of three (3) minutes or less, and (b) an assessment of the level of cardiac risk in each environment. Factors to be considered include:

- **Response Time:** The optimal response time is three (3) minutes or less. This interval begins at the moment a victim is identified as needing emergency care and ends at the moment the AED is at the victim's side. Survival rates decrease by 7% – 10% for every minute defibrillation is delayed. For this reason, it is recommended that each facility train as many personnel as feasible on the use of AEDs.
- **Physical Layout of Facility:** Response time should be calculated based on how long it will take a Trained Lay Responder with an AED, walking at a rapid pace, to reach a victim. Campuses with several separate buildings and large facilities with large open areas, unusual designs, elevators, or physical impediments all present unique challenges to a Trained Lay Responder.
- **Demographics of Campus/Facility Workforce:** The make-up of the campus's or facility's workforce and student population should be examined. Since the likelihood of a cardiac event increases with age, consideration should be given to the age profile of the workforce.
- **Visitors:** Campuses and facilities that host large numbers of visitors are more likely to experience a cardiac event; as a result, an appraisal of visitor demographics should be included in any assessment.
- **Specialty Areas:** Since persons engaged in strenuous physical activities are more likely to experience a cardiac event, athletic venues, gymnasiums, playgrounds, and facilities housing physical education or similar classes should be considered to have a higher risk than locations where there is minimal physical activity.

Proper Placement within a Location: Factors contributing to proper placement of an AED within a particular location should include:

- Close proximity to a functioning telephone that can be used to call backup, security, Emergency Medical Services (EMS) or 9-1-1 to be sure additional help is dispatched. Access to early 9-1-1 notification is a key component of success in any AED program.

**Use of Automated External Defibrillators (AEDs)****PLACEMENT OF AEDS WITHIN CAMPUSES AND FACILITIES (CONTINUED)**

- The ability to post written protocols with the AED that clearly address procedures for (a) activating local Emergency Medical Services (EMS) personnel and (b) notifying EMS personnel of the brand and location of the AED. This information will enhance dispatch and EMS responder protocol, enabling proper planning and scene management once EMS personnel arrive at the victim's side.
- Unobstructed access to the AED storage cabinet and placement at a height where the AED can be reached and removed by shorter individuals.
- Minimization of the potential for tampering, theft, improper removal and/or misuse, and prevention of access by unauthorized users. Equipment stored in a manner in which the removal of the AED automatically notifies security, EMS, or a central control center is ideal.

**Note:** Once a location has been selected and the AED has been placed within the location, the location should be well-marked, publicized, and known among MERT Members. Periodic "tours" of locations by MERT Members are recommended.

AED Designated for Portable Use: If a campus or facility has more than one (1) AED, the School Principal or other individual responsible for the management of the campus or facility, or an appropriate designee, may designate a particular AED for portable use by an athletic trainer or other individual. In the event the portable AED is unavailable at a specific venue during a medical emergency because it has been transported to another venue, then another AED on campus or in the facility should be accessed during the emergency.

~~As of the date(s) shown thereon, AEDs had been placed in the specific facilities and locations listed in Administrative Procedure 05.4 AP.23, Schedule B. The Medical Advisor shall update and amend Schedule B from time to time as appropriate.~~

**EQUIPMENT AND SUPPLIES**

Each AED shall have at least one (1) set of defibrillation electrodes (electrode pads) attached to the AED. Since CPR is an essential element of an effective rescue and since a victim who collapses may suffer other physical injury, additional items necessary to a successful rescue should also be placed into a bag and stored with the AED. Such items should include:

- A set of simple directions for administration of CPR and use of the AED;
- Several pairs of latex-free, protective gloves in small, medium, and large sizes;
- One (1) or more appropriate barrier device(s) that can be used in mouth to mouth resuscitation;
- A disposable razor to dry shave a victim in chest areas if needed, as well as a supply of 4 x 4 gauze pads to clear or dry an area, to assure proper electrode-to-skin contact;
- A pair of scissors;
- One (1) set of adult and one (1) set of pediatric defibrillation electrodes (pads);
- Two (2) biohazard or medical waste plastic bags for disposal of waste and/or for transport of the AED should it become contaminated;
- An absorbent, dry towel.

**Use of Automated External Defibrillators (AEDs)****AUTHORIZED USERS**

Public access to an AED does not mean that any member of the public who witnesses an event should be authorized to use an AED. Public access refers instead to the accessibility of the AED device itself. While AEDs are reasonably uncomplicated to use, they should be used only by persons who have received proper training and education and who have been certified by a competent authority. Persons without these basic credentials should not use an AED.

The following persons are authorized to use AEDs acquired for use within the District:

- Members of community Emergency Medical Services (EMS) teams who have successfully completed approved CPR+AED training programs within the last two (2) years and who have current successful course completion cards.
- Members of campus or facility Medical Emergency Response Teams (“MERTs”) who have successfully completed approved CPR+AED training programs within the last two (2) years and who have current successful course completion cards.
- Any other persons (“Trained Lay Responders”) who have successfully completed approved CPR+AED training programs within the last two (2) years and who have current successful course completion cards.

**Responsibilities of MERT Members:**

- Responding to emergency medical events by either:
  - (a) activating the facility’s internal emergency response system as soon as possible so that others in the system can contact the community 9-1-1- response team; or
  - (b) if the facility’s internal emergency response system is for any reason not functioning, personally contacting the community 9-1-1 response team (EMS) as soon as possible;
- Providing basic life support, including (as appropriate) medical first aid, CPR and use of an AED in accordance with the MERT Member’s training and experience.
- If an AED is used to render emergency care or treatment:
  - reporting any clinical use of the AED by completing an AED Event Summary Form and by furnishing the completed form, within 24 hours after deployment of the AED, to the School Principal or other individual responsible for management of the facility;
  - participating in a post-event review and debriefing.
- Understanding and complying with the requirements of this and related Administrative Procedures.

**Responsibilities of Trained Lay Responders:**

- Responding to emergency medical events by either:
  - (a) activating the facility’s internal emergency response system as soon as possible so that others in the system can contact the community 9-1-1- response team; or
  - (b) if the facility’s internal emergency response system is for any reason not functioning, personally contacting the community 9-1-1 response team (EMS) as soon as possible;

**Use of Automated External Defibrillators (AEDs)****AUTHORIZED USERS (CONTINUED)**

- Providing basic life support, including (as appropriate) medical first aid, CPR and use of an AED in accordance with the Trained Lay Responder's training and experience;
- If an AED is used to render emergency care or treatment:
  - Reporting any clinical use of the AED by completing an AED Event Summary Form and by furnishing the completed form, within 24 hours after deployment of the AED, to the School Principal or other individual responsible for management of the facility;
  - Participating in a post-event review and debriefing;
  - Supplying appropriate documentation of training in CPR and use of an AED ("CPR + AED").

**Responsibilities of School Administrative Staff:**

- Receiving emergency medical calls from internal locations within the school or other facility;
- Using the established 9-1-1 checklist to assess the emergency and determine the appropriate level of response.
- Contacting the community 9-1-1 response team (EMS) if required;
- Deploying members of the facility's MERT to the location of the emergency;
- Assigning members of the facility's MERT to meet responding EMS vehicles to direct EMS personnel to the site of the medical emergency.
- Understanding and complying with the requirements of this and related Administrative Procedures.
- Members of each facility's MERT must complete training adequate to provide not only basic first aid, but also adequate to provide CPR and use of an AED ("CPR + AED"). The CPR + AED training course must be either (a) a course in CPR and AED use approved by the American Heart Association, (b) a course in CPR and AED use approved by the American Red Cross, or (c) an equivalent, nationally recognized course in CPR and AED use.

**TRAINING OF AUTHORIZED USERS/INITIAL TRAINING**

Members of the MERT shall also be trained in universal precautions against bloodborne pathogens and shall be offered hepatitis B vaccination free of charge. The Division of Risk Management & Safety shall maintain training records for all Members of the Medical Emergency Response Team.

- Trained Lay Responders will possess various amounts of training in emergency medical response; such training may have been supplied by sources outside of the District. Trained Lay Responders may assist in emergencies, but should only participate to the extent allowed by their training and experience. A Trained Lay Responder should not contemplate use of an AED unless s/he has successfully completed, within the past two years, either (a) a course in CPR and AED use approved by the American Heart Association, (b) a course in CPR and AED use approved by the American Red Cross, or (c) an equivalent, nationally recognized course in CPR and AED use. It is preferable that a Trained Lay Responder be trained on the operation and maintenance of the specific AED model used in the subject facility. The District will not maintain training records for Trained Lay Responders.

**Use of Automated External Defibrillators (AEDs)****TRAINING OF AUTHORIZED USERS/REFRESHER TRAINING**

- Each member of the facility's MERT shall renew his/her training in basic first aid, CPR and AED use at least once every two (2) years. Each MERT Member is encouraged to maintain annual certification in CPR + AED by taking an annual refresher course. Individual MERT Members may receive additional periodic remedial training in the use of the AED. This can be accomplished through simulated drills. Computer based programs and video teaching materials permit more frequent review
- Trained Lay Responders should obtain documented renewal training at least once every two (2) years. Trained Lay Responders are encouraged to refresh their AED skills on an annual basis. It is recommended that Trained Lay Responder teams engage in periodic "scenario" practice sessions to maintain their skills and rehearse protocols. In addition to bi-annual re-certification, mock drills and practice sessions are important to maintain current knowledge and a reasonable comfort level among Trained Lay Responders and/or teams.

**DEPLOYMENT OF AN AED**

The AED and first aid emergency care kit should be brought to all medical emergencies. The AED with adult electrodes (pads) should be used on any person who is at least 8 years of age; the AED with pediatric electrodes (pads) should be used on any person who is less than 8 years of age. **If pediatric pads are not available, cardiopulmonary resuscitation (CPR) has been tried for a minute, and the child is over one (1) year old, you may use regular adult pads.** The AED should be used only on a victim who displays ALL of the symptoms of cardiac arrest—i.e., only on a victim as to whom the following symptoms are confirmed:

- Victim is unconscious;
- Victim is not breathing;
- Victim has no pulse and/or shows no signs of circulation such as normal breathing, coughing, or movement.

**UNLESS EMT PERSONNEL INSIST, THE AED SHALL NOT ACCOMPANY THE VICTIM TO THE HOSPITAL, BUT SHALL BE RETAINED ON-SITE—FOR REVIEW BY THE MEDICAL ADVISOR.**

**POST EVENT ACTIVITIES**

**Retrieval of Data from Electronic Storage Module:** All AEDs are equipped with a data card or other internal storage device that will record and retain information about the patient's heart rhythm, AED assessment functioning, and characteristics of the shock administered.

Within 24 hours after each deployment of an AED, any electronic files and recorded data can be downloaded from the electronic storage module and given to the School Principal or other individual responsible for facility management. If requested by the victim's physician, the School Principal or other individual responsible for facility management shall immediately forward the data to the Division of Risk Management & Safety, which shall retain the data in its files. ~~A copy of the data shall be furnished by the Division of Risk Management & Safety to the Medical Advisor within 72 hours after deployment of the AED, and to state or local authorities if and as required by state and local law. Risk Management and Safety will pick up the AED and forward the data as needed.~~

**Use of Automated External Defibrillators (AEDs)****POST EVENT ACTIVITIES (CONTINUED)**

Post-Event Documentation: Medical emergencies involving deployment of an AED require special documentation. Each time an AED is used, the individual who deployed the AED shall complete, sign, and date an AED Event Summary Form. Within 24 hours after deployment of an AED, the completed Event Summary Form shall be furnished to the School Principal or other individual responsible for facility management. The School Principal or other individual responsible for facility management shall immediately forward the Event Summary Form to the Division of Risk Management & Safety, which shall retain the form in its files.

~~A copy of Event Summary Form shall be furnished by the Division of Risk Management & Safety to the Medical Advisor within 72 hours after deployment of the AED, and to state or local authorities if and as required by state and local law.~~

Post-Event Review and Debriefing: Following each use of an AED, a post-event review shall be conducted to learn from the experience. ~~The Medical Advisor or his/her designee should conduct and document the post-event review. All key participants in the event shall participate in the review, including the individual(s) who called 9-1-1; the individual(s) who obtained the AED; the individual(s) who administered first aid and/or CPR; the individual(s) who deployed the AED; the School Principal or other individual responsible for management of the facility; and a representative of the Division of Risk Management and Safety. All aspects of the performance of the system, people, device, and protocols should be addressed in a non-judgmental manner, with an eye towards verifying or improving effectiveness and identifying opportunities for improvement. A written summary of the post-event review shall be sent by the Medical Advisor to the Division of Risk Management & Safety, which shall retain the summary in its records. The Division shall share the post-event summary with the applicable School Principal or other individual responsible for facility management and may, in its discretion, share the post-event summary with other interested party(ies) as permitted by applicable laws concerning privacy and confidentiality.~~

Replenishment of AED, Equipment, and Supplies: Following each use of an AED, the AED hardware and all non-disposable, support equipment and supplies shall be cleaned and/or decontaminated as required.

If contamination involves body fluids, the hardware, support equipment and supplies shall be disinfected according to procedures established in the District's policies relating to bloodborne pathogens. Disposable supplies and medical waste shall be properly disposed of in a biohazard or medical waste plastic bag. Assuring that support equipment and supplies are replenished and that the AED is returned to service shall be the responsibility of the Risk Management and Safety Division.

Patient Confidentiality: Each post-event activity should be arranged and conducted with sensitivity to issues of medical and patient record confidentiality. ~~For this reason, the Medical Advisor should conduct a thorough review of all documentation prior to the post-event review and debriefing. The Medical Advisor is responsible for assuring that privileged or confidential patient information is shielded.~~

**Use of Automated External Defibrillators (AEDs)****POST EVENT ACTIVITIES (CONTINUED)**

**Psychological Effect on Rescuers:** An essential post-event consideration is the psychological effect on MERT Members, Trained Lay Responders, and others. It is not at all uncommon for MERT Members, Trained Lay Responders, witnesses, and co-workers to have psychological or stress reactions to an event. Such individuals may have both emotional and physical reactions that need to be tended to, but for which there is a reluctance to come forward and ask for help. Post-event support is especially important in cases where a rescue is unsuccessful. Post-event support should be available and offered promptly after an event, and the invitation to seek assistance should remain open. The School Principal or other individual responsible for management of the facility should pro-actively reach out and offer help, affirming that psychological or stress reactions are normal and to a large extent to be expected. The School Principal shall notify the District's Crisis Response Team of the event, so that assistance may be obtained from trained professionals with expertise in the area of critical incident stress management.

**EQUIPMENT INSPECTION AND MAINTENANCE**

AED hardware and support equipment and supplies shall be inspected on a regular basis and maintained in a state of readiness. Specific inspection and maintenance recommendations and requirements are mentioned below.

**Inspection after Each AED Use:** Following deployment of an AED but before it is returned to service, the AED hardware and all support equipment and supplies shall be inspected according to the manufacturer's labeling and other operational guidelines, to ensure that the AED is in working order and that all support equipment and supplies have been replenished. Assuring that the AED hardware and all support equipment and supplies are inspected shall be the responsibility of the School Principal or other individual responsible for management of the facility.

**Monthly AED System Inspection:**

- It is recommended that a monthly, visual inspection be performed as to the state of readiness of the AED hardware and the AED support equipment and supplies. The inspection shall be performed according to the inspection procedures outlined in the District's Monthly AED Inspection Report form;

**Annual AED System Inspection:**

At least once each calendar year, the Division of Risk Management and Safety shall conduct and document a more detailed systems review. This annual review shall include a review of the following items:

- Ready availability of protocols for activating the facility's internal emergency response system, for contacting the local 9-1-1 response team (EMS), for administering CPR, and for using the AED;
- Ready availability of a phone operator 9-1-1 checklist
- AED battery life;
- AED operation & supplies;
- Emergency kit supplies.

**Use of Automated External Defibrillators (AEDs)****EQUIPMENT INSPECTION AND MAINTENANCE (CONTINUED)**

The annual review shall be documented on the District's Annual AED Inspection Report form.

If the AED is not in a state of readiness, the Division of Risk Management and Safety shall as necessary:

- Replenish any missing supplies;
- Inform School Administrative Staff so that it can inform MERT Members of changes in the availability of the AED;
- Inform the local emergency medical services (EMS) system and the local emergency communications or vehicle dispatch center of changes in the availability of the AED;
- Contact the manufacturer for repair or replacement of the AED.
- Advise School Administrative Staff if and when the AED is returned to service.

**ANNUAL REVIEW OF AED PROGRAM**

At least once each calendar year, the Division of Risk Management & Safety shall conduct and document an overall AED system readiness review. This review shall include an assessment of the following items:

- AED training records;
- AED inspection and maintenance records, including Monthly AED Inspection Reports and Annual AED Inspection Reports;
- AED operation records, including AED Event Summary Forms and AED Post-event Summary Forms.

~~Since AED technology and practices are continually evolving, the Medical Advisor should additionally review the AED program (including policies and procedures) on an annual basis in light of most recent scientific literature and improved where feasible. A current protocol that takes into consideration both new treatment recommendations and any changes in the FDA labeling of the AED should be integrated into the training and education and re-training programs.~~

Approvals are kept on file in the Risk Management and Safety Office.



EXPLANATION: HB 446 AMENDS KRS 158.110 TO REQUIRE DEVELOPMENT OF A DISTRICT TRANSPORTATION SERVICES POLICY BASED ON THE STATEWIDE TRANSPORTATION SERVICES POLICY GUIDELINES INCLUDING THE STANDARD FOR STUDENT BEHAVIOR, REPORTING, AND PROTECTION FROM RETALIATION ON SCHOOL-SPONSORED TRANSPORTATION.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

TRANSPORTATION

06.0 AP.1

### **Implementation of System**

District personnel shall comply with requirements established in Kentucky Administrative Regulations, [the Statewide Transportation Services Policy Guidelines](#), the *Pupil Transportation Management Manual*, and other documents and forms prepared and distributed by the Kentucky Department of Education, Division of Pupil Transportation, [and Board Policy 09.2261](#).

EXPLANATION: HB 446 AMENDS KRS 158.110 TO REQUIRE DEVELOPMENT OF A DISTRICT TRANSPORTATION SERVICES POLICY BASED ON THE STATEWIDE TRANSPORTATION SERVICES POLICY GUIDELINES INCLUDING DRIVER RIGHTS AND THE STANDARD FOR STUDENT BEHAVIOR, REPORTING, AND PROTECTION FROM RETALIATION ON SCHOOL-SPONSORED TRANSPORTATION. FINANCIAL IMPLICATIONS: NONE ANTICIPATED

TRANSPORTATION

06.22 AP.1

## **Bus Driver's Rights and Responsibilities**

### **DRIVER RIGHTS**

[Driver rights are delineated in KRS 158.110 and Board Policy 06.22.](#)

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#### **ARRIVAL**

Drivers shall park private vehicles in the spaces provided for employees' private vehicles at both terminals.

#### **ADHERENCE TO ROUTES**

Drivers shall drive their routes in strict adherence with the provisions of the route sheet. Drivers shall not take it upon themselves to change the route. If for some reason a change is needed, this shall be referred to and handled by the Transportation Office.

School buses shall come to a complete stop at each bus stop; if no pupil is in sight, the bus shall continue on its route. However, if a pupil is running to catch the bus, drivers shall wait, pick up the pupil and inform him in a courteous manner that, in the future, the bus will not wait.

Drivers shall not stop at stores or service stations in order to let pupils off to get drinks, candy, or treats of any kind.

#### **UNAUTHORIZED PASSENGERS**

Unauthorized adults are not allowed on the bus. Drivers shall not permit parents or other persons wanting to visit schools to ride the school bus. These persons shall be told in a courteous manner that drivers have been instructed to transport pupils only. If there is a problem, complainants shall be referred to the Transportation Office.

Drivers shall not permit preschool-aged children to ride the bus, including special trips when small children are brought onto the bus by their parents. Persons who attempt to bring these children onto the bus shall be informed courteously that drivers are not allowed to transport young children.

Teachers shall not use school buses as their regular means of transportation. Except for special trips, teachers shall not ride school buses without authorization from the Director of Pupil Transportation.

Drivers shall not take their own children, friends or relatives on their routes.

#### **LOADING/DEPARTURE**

Drivers shall not permit pupils to push or crowd into the entrance door. Entrance doors shall remain closed until pupils form a line. If the group continues to crowd and push, this shall be reported to the Principal, along with a request for assistance.

Drivers shall make sure that all pupils are seated before leaving the stop.

Drivers shall require all pupils to remain in their seats until their stop is reached. Pupils shall not be permitted to stand by the door before the bus reaches the stop.

**Bus Driver's Rights and Responsibilities**

**LOADING/DEPARTURE (CONTINUED)**

If a bus must make a turnaround at which pupils are loaded or unloaded, pupils shall be on the bus during the turnaround process.

Drivers shall use the seat belts provided while the bus is in operation.

**Relief Drivers**

Relief drivers shall report by 6:30 a.m. and 2:00, unless otherwise assigned.

Relief drivers shall fulfill their confirmed times during the morning and afternoon sessions.

Relief drivers who are Training Assistants shall be assigned, based on the following priorities:

- Relief driving on regular routes.
- Training of new drivers and evaluation of present drivers.
- Category trip driving.

Drivers and monitors shall clock in at the time indicated on their confirmation.

In addition, bus driver qualifications and responsibilities are referenced in state regulation, local transportation manuals, as applicable, and in documents distributed by the Kentucky Department of Education.

EXPLANATION: HB 446 AMENDS KRS 158.110 TO REQUIRE DEVELOPMENT OF A DISTRICT TRANSPORTATION SERVICES POLICY BASED ON THE STATEWIDE TRANSPORTATION SERVICES POLICY GUIDELINES INCLUDING DRIVER RIGHTS AND THE STANDARD FOR STUDENT BEHAVIOR, REPORTING, AND PROTECTION FROM RETALIATION ON SCHOOL-SPONSORED TRANSPORTATION. FINANCIAL IMPLICATIONS: NONE ANTICIPATED

TRANSPORTATION

06.34 AP.1

### **Bus Conduct Procedures**

#### **RULES OF CONDUCT**

Specific rules of conduct on school buses can be found in the Rider Rules given to each student.

#### **RESPONSIBILITIES OF BUS DRIVERS AND MONITORS**

School bus drivers and monitors have the primary responsibility for maintaining good discipline on their buses. To fulfill that responsibility, they are expected to reflect the following characteristics:

1. Respected in the community;
2. Neat and clean in appearance;
3. Uses appropriate speech;
4. Friendly, but not familiar;
5. Courteous;
6. Fair in dealing with students;
7. Firm, not tough;
8. Keeps bus clean; and
9. Punctual.

#### **HANDLING DISCIPLINARY PROBLEMS**

Bus drivers and monitors shall utilize the following suggestions when handling disciplinary problems:

1. Anticipate trouble before it starts;
2. Watch for trouble by using the inside rear-view mirror;
3. Always stop the bus before taking any disciplinary actions;
4. Remain calm at all times;
5. Never discipline when angry;
6. Never use physical punishment, as it may result in accusations of physical injury;
7. Never unload students at other than their regular stops and expect them to walk home, except as otherwise permitted by Board Policy and Procedure.
8. Never ridicule;
9. Never make any threat for which there is no authority.
10. Focus on rule violators, rather than disciplining an entire group;
11. Do not let a situation get out of hand before reporting it to the Principal; and
12. Be consistent, i.e., avoid being lax one day and tough the next.

**Bus Conduct Procedures****RECOMMENDED ACTIONS**

The following types of disciplinary action typically produce the best results:

1. Talking privately with students often clears up trouble.
2. Students who are misbehaving shall be told exactly what they are expected to do.
3. Reseat students who are misbehaving, preferably in the front of the bus.
4. If students continue to misbehave, they shall be reported to the Principal of the school they attend and to the Director of Pupil Transportation.

**LOADING AND UNLOADING**

The efficient way to load a bus is to direct students to fill the rear seats first. In this way, students are not stumbling over one another.

Drivers shall supervise the loading of the bus and ensure that seats are shared fairly and that every seat is taken before students are permitted to stand in the aisle. If necessary, the driver may assign seats to students three (3) to a seat.

Drivers shall not permit students to sit on the steps or stand so close to the front that the driver's view of the bus door is blocked. The driver shall report instances of overcrowding to the Transportation Division.

Drivers shall stay with their bus, whether students are loading or unloading. Drivers shall stand by the door or sit in the driver's seat so that students can be supervised..

**OPERATION OF THE BUS**

Drivers shall permit talking on the bus, as long as it does not interfere with safe operation of the bus.

**COOPERATION WITH PRINCIPALS**

Drivers shall cooperate closely with Principals who are responsible by law for the conduct of students on the bus and for any disciplinary action. If students do not cooperate with the driver, the driver shall report this to the Principal, utilizing the Report of Misconduct on the School Bus form, which can be accessed from the Transportation listing on District's web site/Downloadable Forms. If the situation does not improve thereafter, the matter shall then be reported to the Transportation Division.

When a student is reported in writing for failure to cooperate on the bus, appropriate disciplinary action shall be taken by the Principal, after investigation of the complaint and notification of parents. In cases of a student's repeated failure to cooperate, the Principal may withhold the student's bus-riding privileges for up to ten (10) days per occurrence.

Drivers do not have the authority to withhold bus-riding privileges from a student without authorization from the Principal.

**ENFORCEMENT**

Bus drivers will assist the Principal in enforcing the rules of conduct on school buses. If any student persists in violating these rules, the driver shall notify the Principal. The Principal may withhold bus-riding privileges (consistent with Board [pPolicies 06.34 and 09.2261](#)) if the student continues to disobey the rules. If withholding of bus-riding privileges becomes necessary, the Principal shall notify the parents.

TRANSPORTATION

06.34 AP.1  
(CONTINUED)

**Bus Conduct Procedures**

**REFERENCE:**

*Report of Misconduct on School Bus* form located on District web site (<https://my.fcps.net/forms>)

EXPLANATION: HB 611 AMENDS KRS 159.140, KRS 610.030, AND KRS 630.050, RELATED TO THE PROCESS OF RESPONDING TO TRUANCY. KSBA DOES NOT HAVE A RECOMMENDED VERSION OF SUCH A PROCEDURE SINCE THIS IS PRESCRIBED BY STATUTE. RECOMMEND RESCINDING THIS PROCEDURE.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.123 AP.1

### Attendance Procedures

#### ~~EXEMPTIONS AND EXTENSIONS~~

~~After a total of ten (10) cumulative absences that have been excused by parent notes due to illness, students are required to present a written statement from a medical professional (doctor, dentist, psychologist, etc.) for each additional absence for the school year in order to be excused.~~

#### ~~EXEMPTIONS:~~

~~Principals shall request an exemption from Policy 09.123 (section 2 under EXCUSED ABSENCES) for students enrolled in that school. The exemption shall be for the current school year only and requests should be limited to students with severe medical conditions. Exemptions shall only be granted by the Director of Pupil Personnel.~~

#### ~~EXTENSIONS:~~

- ~~1. To obtain an extension to the Policy 09.123 (Absences and Excuses — EXCUSED ABSENCES, section 2) dealing with the illness of the pupil, the parent/guardian must present to the Director of Pupil Personnel a request for an additional ten (10) day increment for parent notes. The request form shall contain the name and address of the doctor treating the child, student demographic data, as well as a medical record release statement. The Director of Pupil Personnel shall forward the request to the doctor listed on the request. The doctor shall return the form detailing the reasons the child could be expected to miss more days than allowed by Policy 09.123 and indicating the amount of the extension, i.e., 10, 20, or 30 days. These increments are added to the original ten (10) parent note days.~~
- ~~2. The parent request shall be on Form 09.123 AP.21 (Parent/Guardian Request for Extension of Parent Notes) shall be available through the Pupil Personnel Office or the school office.~~
- ~~3. The Director of Pupil Personnel shall forward the Parent/Guardian Request for Extension of Parent Notes to the student's doctor and shall notify the school in writing when a student has been granted an exemption and/or an extension to the 10-day parent note policy.~~
- ~~4. If a request for an exemption/extension is denied, a parent/guardian shall be given the opportunity to appeal the decision to the Superintendent whose decision shall be final.~~

#### ~~RELATED PROCEDURES:~~

~~09.123 AP.2 (forms)~~

EXPLANATION: THE ADMINISTRATIVE OFFICE OF THE COURTS (AOC) HAS DEVELOPED THEIR OWN FORM AOC-JW-8 FOR CERTIFYING THIS INFORMATION. THIS FORM IS RECOMMENDED TO BE RESCINDED AND THEIR FORM TO BE USED INSTEAD.  
FINANCIAL IMPLICATIONS: TIME SAVINGS NOT HAVING TO FILL OUT MULTIPLE FORMS

STUDENTS

09.14 AP.2

**Juvenile Justice Agency Certification Form**

~~Date: \_\_\_\_\_~~

~~Name of Agency Receiving Records: \_\_\_\_\_~~

~~The \_\_\_\_\_ Schools have released education records of~~

~~\_\_\_\_\_, who was born on \_\_\_\_\_~~

*~~Student's Name~~*

~~to the above named agency. On behalf of the above named agency, I certify that the student records received shall not be released to anyone except those authorized by law to receive them without the written consent of the parent of the above named child.~~

~~\_\_\_\_\_  
*Printed Name of Agency Representative*~~

~~\_\_\_\_\_  
*Signature of Agency Representative*~~

~~\_\_\_\_\_  
*Date*~~



EXPLANATION: HB 5 AMENDS KRS 158.155 TO REQUIRE SCHOOL EMPLOYEES TO REPORT CERTAIN  
ENUMERATED CRIMES TO LAW ENFORCEMENT.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.2211 AP.21

**Documentation of Reporting Required by Law**

(FOR INTERNAL ADMINISTRATIVE TRACKING PURPOSES ONLY)

This form shall be used to document reports listed in Policy 09.2211 that are required by KRS 158.154, KRS 158.155, and KRS 158.156. After receiving a report of an alleged violation from an employee, the Principal shall be responsible for documenting the alleged incident. Regardless of the statutory provision under which the alleged incident falls or the reporting requirements of that provision, school employees shall also report the alleged incident to the Principal for documentation.

STUDENT REPORTED FOR VIOLATION \_\_\_\_\_  
*Last Name First Name Middle Initial*

General nature of the alleged violation:

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

On \_\_\_\_\_, I reported the above incident to:  
*Date*

☒ District law enforcement agency

☐ Local law enforcement agency official; specify: \_\_\_\_\_

☐ Department of Kentucky State Police ☐ County Attorney

☐ The Superintendent, who shall report it to the Board, if required by KRS 158.156

\_\_\_\_\_  
*Signature of Principal Reporting*

\_\_\_\_\_  
*Date*

The following information about the student involved is for internal tracking purposes only:

**INFORMATION FOR STUDENT REPORTED:**

BIRTHDATE \_\_\_\_\_ AGE \_\_\_\_\_ SCHOOL \_\_\_\_\_ GRADE \_\_\_\_\_

PARENT/GUARDIAN \_\_\_\_\_  
*Last Name First Name Middle Initial*

PARENT/GUARDIAN ADDRESS \_\_\_\_\_

PARENT/GUARDIAN WORK PHONE \_\_\_\_\_ HOME PHONE \_\_\_\_\_

If the report concerns an alleged student victim, the following information applies to that student:

ALLEGED VICTIM \_\_\_\_\_  
*Last Name First Name Middle Initial*

BIRTHDATE \_\_\_\_\_ AGE \_\_\_\_\_ SCHOOL \_\_\_\_\_ GRADE \_\_\_\_\_

PARENT/GUARDIAN \_\_\_\_\_  
*Last Name First Name Middle Initial*

PARENT/GUARDIAN ADDRESS \_\_\_\_\_

PARENT/GUARDIAN WORK PHONE \_\_\_\_\_ HOME PHONE \_\_\_\_\_

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STUDENTS

09.2211 AP.21  
(CONTINUED)

**Documentation of Reporting Required by Law**

(FOR INTERNAL ADMINISTRATIVE TRACKING PURPOSES ONLY)

**PARENTAL NOTIFICATION**

If their child is involved in an incident related to KRS 158.156, the Principal shall notify parents/guardians in writing.

**BOARD NOTIFICATION**

For an incident related to KRS 158.156, the Principal shall report only the following information to the Superintendent to share with the Board:

On \_\_\_\_\_, \_\_\_\_\_ students were involved in an incident  
*Date* *Number*  
reportable under KRS 158.156.

\_\_\_\_\_  
*Name of School*

\_\_\_\_\_  
*Signature of Principal*

**RELATED PROCEDURE:**

09.438 AP.21

EXPLANATION: HB 829 CREATES KRS 218B.045 WHICH REQUIRES THE BOARD TO ENACT A POLICY BY DECEMBER 1, 2024, TO EITHER PERMIT OR PROHIBIT THE USE OF MEDICINAL CANNABIS BY A STUDENT ON SCHOOL PROPERTY.  
IF THE BOARD DOES NOT PERMIT THE USE OF MEDICINAL CANNABIS, THIS FORM IS NOT NEEDED.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.2242 AP.2

Medicinal Cannabis Administration

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I (the school nurse or other school staff member) refuse to administer or supervise the administration of medicinal cannabis on school property.

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Name: Title:

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Signature: Date:

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EXPLANATION: HB 446 AMENDS KRS 158.110 TO REQUIRE DEVELOPMENT OF A DISTRICT TRANSPORTATION SERVICES POLICY BASED UPON KDE TRANSPORTATION SERVICES POLICY GUIDELINES. AND AT LEAST ONE (1) PARENT OR GUARDIAN OF EACH STUDENT TO ACKNOWLEDGE IN WRITING THE RECEIPT, COMPREHENSION, AND AGREEMENT OF ADHERENCE TO THE TRANSPORTATION SAFETY POLICY WITHIN SEVEN (7) DAYS OF THE STUDENT'S FIRST DAY OF ATTENDANCE DURING EACH SCHOOL YEAR. PER KRS 148.158, KDE SHALL DEVELOP OR UPDATE AS NEEDED AND DISTRIBUTE TO ALL DISTRICTS BY AUGUST 31 OF EACH EVEN-NUMBERED YEAR THE TRANSPORTATION SERVICES POLICY GUIDELINES.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.2261 AP.2

**Transportation Services Policy Acknowledgement Form**

Per KRS 148.158, the Superintendent/designee shall require every student in the District and at least one (1) parent or guardian of each student to acknowledge in writing the receipt, comprehension, and agreement of adherence to the [Transportation Services Policy](#) within seven (7) days of the student's first day of attendance during each school year. Failure to submit written acknowledgement by a student or their parent or guardian may be grounds for revocation of a student's transportation privileges until the acknowledgment is properly received.

**I ACKNOWLEDGE THE RECEIPT, COMPREHENSION, AND AGREEMENT OF ADHERENCE TO THE TRANSPORTATION [SERVICES](#) POLICY (09.2261) PROVIDED BY THE DISTRICT.**

**SCHOOL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**STUDENT NAME (PRINTED)** **STUDENT SIGNATURE**

\_\_\_\_\_  
**PARENT/GUARDIAN NAME (PRINTED)** **PARENT/GUARDIAN SIGNATURE**

Per KRS 148.158, the [Kentucky Department of Education](#) shall develop or update as needed and distribute to all districts by August 31 of each even-numbered year the Transportation Services Policy Guidelines.

EXPLANATION: HB 271 AMENDS KRS 620.030 TO ALLOW A WRITTEN REPORT, INCLUDING BUT NOT LIMITED TO ELECTRONIC SUBMISSION, OF DEPENDENCY, NEGLECT, OR ABUSE OF A CHILD.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.227 AP.1

### **Child Abuse/Neglect/Dependency**

#### **MAKING ~~AN ORAL~~ REPORT**

District employees who receive information from or about a student that causes them to know or gives them reasonable cause to believe that a child is dependent, neglected, abused, or is a victim of human trafficking, or is a victim of female genital mutilation, will promptly make an oral or written report, including but not limited to electronic submission, to the proper authorities listed in Policy 09.227 and may assist the student in making such a report. All employees who know or have reasonable cause to believe that a child is dependent, neglected, or abused have the responsibility to report. Any attempt to prevent such a report is illegal.

The individual making an oral report should make a personal record of the report, including the date and time of report and name of the individual to whom the report was made.

The confidentiality of identifying information pertaining to individuals making a report is protected as provided by ~~statute (KRS 620.050)~~.

EXPLANATION: SB 11 AMENDS KRS 610.345 TO REQUIRE NOTICE TO SCHOOLS PRIOR TO FILING OF A PUBLIC OFFENSE PETITION AGAINST A CHILD IN CERTAIN CASES AND ALLOWS THE SUPERINTENDENT TO DESIGNATE AN EMPLOYEE OF THE DISTRICT TO RECEIVE NOTICES AND CARRY OUT THE SUPERINTENDENT'S RESPONSIBILITIES.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.43 AP.1

### **Juvenile Court Records**

#### **RECEIPT BY PRINCIPAL**

~~Records or information received on youthful or violent offenders shall not be disclosed except as permitted by law. When such information is received, the Superintendent shall notify the Principal of the school in which the child is enrolled. The Superintendent may designate an employee of the District to receive notices and carry out the Superintendent's responsibilities. The Superintendent/designee shall provide the clerk and the court-designated worker with notice of any designation and the name and contact information for the Superintendent's designee. When the Principal receives juvenile court records or other information as permitted by KRS 610.345, s/he shall ascertain that the student named in the confidential record is currently enrolled in his/her school.~~

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The Principal receiving this information shall retain the information in a locked file. Records or information disclosed to the Principal pursuant to this procedure shall not be disclosed to any other person, including school personnel, except the following:

1. School administrative, transportation, and counseling personnel,
2. Any teacher to whose class the student has been assigned,
3. Any school employee with whom the student may come in contact, or
4. Others as may be permitted by law.

The Principal is required by law to release the information to employees of the school having responsibility for classroom instruction or counseling of the child.

Those persons receiving this confidential information shall sign a confidentiality statement (09.43 AP.22).

~~If the petition is dismissed or informally adjusted, the clerk shall notify the Superintendent or the Principal of the disposition, and all records of the incident or notification created in the District or the school shall be destroyed and shall not be included in the child's school records. For purposes of destruction, education records created by the school shall not be destroyed.~~

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#### **STUDENTS NOT ENROLLED IN THE SCHOOL**

If the juvenile is not currently enrolled in the school, the Principal shall return the records to the court and notify the clerk that the child is not enrolled.

In addition, the Principal shall return the records to the court and notify the clerk if the juvenile is changing school assignment within the District, transferring to a school in another district, graduating, or withdrawing from school.

#### **RELATED PROCEDURES:**

- 09.14 AP section
- 09.43 AP.22

ADMINISTRATION

DRAFT 5/14/24

02.4242 AP.1

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**School Budget**

**TIME LINES**

- |            |  |
|------------|--|
| March 1    | The Department of Budget and <u>Financial Planning</u> <del>Staffing</del> shall provide each school with Board-projected budget allocations for Section 6 funds.            |
| March 30   | Each school shall submit its Section 6 budget to the <u>Department of</u> Budget and <u>Financial Planning</u> <del>Staffing</del> Office.                                   |
| July 1     | The Department of Budget and <u>Financial Planning</u> <del>Staffing</del> shall send the first transfer of Section 6 funds to each school.                                  |
| December 1 | The Department of Budget and <u>Financial Planning</u> <del>Staffing</del> shall send the second month adjustment to Section 6 funds and carry-forward funds to each school. |

The appropriate regulation for governance of Section 6 funds is 702 KAR 3:246, which is incorporated by reference.

## **Supplemental Salary Procedures**

### **GOVERNING PARAMETERS**

All supplemental duty positions are for the current contract year only. Both the duty and the accompanying pay conclude at the end of the contract year. Supplemental duties are to be performed outside the regular work day.

Funds to support supplemental positions shall be allocated to school councils. Funds will be allocated based on the school's March 1 projected enrollment with adjustments made ~~September 15~~ on Day 4.

Principals shall confer with the SBDM council regarding the assignment of staff. SBDM councils shall approve all positions as described in the "Best Practice Guide for Determining Supplemental Pay Rates."

District employment policies shall be followed in filling all supplemental positions. All supplemental positions must be assigned using the District's on-line supplemental duty assignment system.

Supplemental duty positions related to athletics shall follow Kentucky High School Association (KHSAA) by-laws and FCPS Middle and High School Athletic Guidelines.

Principals will write specific expectations for each supplemental duty. Each employee who has been assigned to a supplemental duty will receive from the Principal a written statement outlining the expectations for performance of the duty. Principals will conduct an evaluation of each supplemental duty position to determine the importance of the supplemental duty in helping the school to meet defined goals as determined by the SBDM council. These evaluations will be kept at the school level.

### **CERTIFIED STAFF**

Certified employees must be considered for supplemental positions before hiring classified employees or people not employed with FCPS.

No certified employee shall be given an additional planning period as a result of a supplemental duty assignment.

~~Employees receiving an administrative additive, including but not limited to Principals, Associate Principals and IAKSS administrators, shall not hold supplemental duty positions per Board Policy 03.121.~~

### **CLASSIFIED STAFF**

Classified hourly employees selected for a non-athletic supplemental duty will be paid at their regular (or overtime) hourly rate based on their regular position. Classified employees must be paid for actual hours worked. If the resulting cost exceeds the Board-approved cost for the assigned supplemental duty, the school will be responsible for the difference.



**Supplemental Salary Procedures****PAYMENT FOR SUPPLEMENTAL DUTIES**

Payments for all supplemental duties, (including athletics), regardless of the source of payment, shall be based on the Board-approved Supplemental Salary Schedule. No Principal, council or booster club may authorize or pay more or less for a position than has been approved by the Board. Deviation from the amounts listed in the Supplemental Salary Schedule and payment bands is not allowed.

All supplemental salaries must be paid through the District payroll. If funds other than the school's supplemental duty allocation are used to pay the supplemental duty, the cost of the fringe benefits must be added to the funds when remitting them to the District. The cost of the fringe benefits is adjusted annually for certified, classified and non-FCPS personnel. Funds must be received in the Budget and Staffing Office before supplemental duty positions will be processed for payment. The Budget and Staffing Office annually publishes the appropriate fringe benefits rate to use.

**Magnet and Gifted and Talented Allocations**

**Magnet School:** Maxwell Spanish Immersion Magnet

**Magnet Programs:** Dixie, Magnet, Bryan Station Middle Spanish Immersion and Bryan Station Senior Spanish Immersion, Lexington Traditional Magnet, Liberty, Frederick Douglas High School – Biomedical Sciences, and Bates Creek High School International Baccalaureate Program.

**Gifted/Talented Programs:** Gifted and Talented Accelerated Program for Elementary and Middle Feeder Schools, SCAPA Bluegrass, SCAPA Lafayette, Henry Clay Liberal Arts Accelerated Program and MSTC at Paul Laurence Dunbar.

**International Baccalaureate Program:** Bates Creek and Middle High Schools.

ELEMENTARY GIFTED AND TALENTED, MAGNET SCHOOLS AND PROGRAMS	
<b>Dixie Magnet</b> Primary 24:1 4 <sup>th</sup> Grade 28:1 5 <sup>th</sup> Grade 29:1	<b>Maxwell</b> Primary 24:1 4 <sup>th</sup> Grade 28:1 5 <sup>th</sup> Grade 29:1
<b>Liberty</b> <b>1.0 Intermediate Teacher shall be allocated for overflow students not in the Immersion Program.</b>	
<b>Elementary Gifted and Talented Accelerated Program:</b> <b>Ashland, Meadowthorpe, Bates Creek Elementary</b> 4 <sup>th</sup> Grade 28:1 5 <sup>th</sup> Grade 29:1 Teachers for the Elementary Gifted and Talented Accelerated Program shall be allocated at a student to teacher ratio of 28:1 for 4 <sup>th</sup> Grade and 29:1 for 5 <sup>th</sup> Grade and rounded up to nearest 1.0.	
MIDDLE SCHOOLS	
<b>Lexington Traditional Magnet</b> 6 <sup>th</sup> Grade 29:1 7 <sup>th</sup> -8 <sup>th</sup> Grade 31:1	<b>Bryan Station Middle</b> <b>Bryan Station's Spanish Immersion</b> 6 <sup>th</sup> Grade 29:1 7 <sup>th</sup> -8 <sup>th</sup> Grade 31:1 1 Spanish Immersion Facilitator shared with BSHS (District Position)
<b>Bates Creek Middle</b> Gifted and Talented Accelerated Program 6 <sup>th</sup> Grade 29:1 7 <sup>th</sup> -8 <sup>th</sup> Grade 31:1	<b>Winburn</b> Gifted and Talented Accelerated Program 6 <sup>th</sup> Grade 29:1 7 <sup>th</sup> -8 <sup>th</sup> Grade 31:1
Middle school teachers for the Middle School <b>Gifted and Talented</b> Accelerated Program shall be allocated at a student to teacher ratio of 29:1 at 6 <sup>th</sup> Grade and 31:1 at 7 <sup>th</sup> and 8 <sup>th</sup> Grade and rounded up to nearest 1.0.	

**Magnet and Gifted and Talented Allocations****MIDDLE SCHOOLS (CONTINUED)****SCAPA**

Teachers Based on Ratio

4<sup>th</sup> Grade 28:15<sup>th</sup> & 6<sup>th</sup> Grade 29:17<sup>th</sup> & 8<sup>th</sup> Grade 31:1

6 Visual and Performing Arts Teachers

1 Media Specialist

1 Principal

1 Assistant Principal

Discretionary Based on Ratio Elementary 150:1 and Middle School 75:1  
rounded up to nearest .5. Plus 3

1 Counselor

1 Safe Para

1 GT Resource Teacher

2 Clerical

.4 Gifted and Talented Program Facilitator and 0.1 GT/District

**Magnet and Gifted and Talented Allocations**

<b>HIGH SCHOOLS</b>	
<b>Bryan Station's Spanish Immersion</b> Staffed at 31:1 1 Spanish Immersion Facilitator shared with BSMS (District Position)	<b>Frederick Douglas High School</b> Biomedical Sciences Academy Program staffed at 31:1
<b>Henry Clay Liberal Arts Accelerated Academy</b> 1 G/T Facilitator (0.8 assigned to the school with 0.2 assigned to G/T District) .50 G/T Enrollment counted toward G/T staff and .50 G/T enrollment counted toward regular staff 0.2 Teacher for Program Enrichment Program staffed at 31:1	<b>Lafayette - SCAPA</b> SCAPA Teachers/ <del>Consultants</del> = 4.4 positions 0.4 G/T Facilitator School and 0.1 G/T Facilitator District
<b>Paul Laurence Dunbar</b> 1 G/T Facilitator (0.8 assigned to the school with 0.2 assigned to G/T District) .50 G/T Enrollment counted toward G/T staff and .50 G/T enrollment counted toward regular staff 0.2 Teacher for Program Enrichment Program staffed at 31:1	
<b>INTERNATIONAL BACCALAUREATE PROGRAM</b>	
<b>Tates Creek Middle</b> 6 <sup>th</sup> Grade 29:1 7 <sup>th</sup> -8 <sup>th</sup> Grade 31:1 International Baccalaureate 1 IB Facilitator (District Position)	
<b>Tates Creek High School</b> International Baccalaureate 1 IB Facilitator (District Position)	

**Itinerant/Non-Itinerant District Staffing****IAKSSFCPS DETERMINES FULL TIME EQUIVALENT****POOL IS CREATED****IAKSSFCPS/HOME BASED  
STAFF  
(No primary school assignment)**

- May move between schools and provide collaborative services
- IAKSSFCPS recommends new staff member to Superintendent
- IAKSSFCPS assigns time schedule and duties

- IAKSSFCPS evaluates (with principal input)

Examples of Current Positions

- (Local Area Network) LAN Technician
- TRT (Technology Resource Teacher)
- Microcomputer Specialist
- Migrant Recruiter
- Curriculum Resource Specialist
  - G/T
  - Special Education
  - Home/Hospital
  - ESL
  - Curriculum
  - Title I
  - Student Support
- Special Education
  - OT/PT
  - Psychologist
  - Job Trainers
  - Parent Resource Center Staff
  - Teacher Resource Center Staff
  - Diagnosticians

**DISTRICT  
ITINERANT/MULTIPLE  
SCHOOLS SCHOOL BASED  
(Assigned to two [2] or more  
schools)**

- Will move between schools
- IAKSSFCPS and home school recommends new staff member to Superintendent

- IAKSSFCPS assigns time and duties (with Principal input)
- Principal assigns schedule

- Principal evaluates (with IAKSSFCPS input)

Examples of Current Positions

- Early Start
- Speech Pathologist
- Facilitators
- G/T Teachers
- Middle School Social Workers
- Title I Social Worker
- Interpreter
- VI, HI
- FRYSC
- Band/Orchestra
- World Language

**DISTRICT NON-ITINERANT/  
SCHOOL BASED  
(Has one (1) school assignment)**

- Assigned to one school
- Principal and IAKSSFCPS staff recommends new staff member to Superintendent (with IAKSSFCPS input)
- IAKSSFCPS assigns time
- Principal assigns schedule and duties in consultation with IAKSSFCPS staff  
(Requires SBDM Consultation)

- Principal evaluates (with IAKSSFCPS input)

Examples of Current Positions

- VI, HI
- FRYSC
- G/T Facilitators
- ESL
- Title I Social Workers  
(only one HS gets a Title I SW)
- High School Social Workers
- Early Start
- World Language

**NOTE:** Some positions may move during the year from District non-itinerant to District itinerant/multiple schools pending school and student needs. Some positions will appear as both itinerant and non-itinerant pending FTE.

**Itinerant/Non-Itinerant District Staffing****PAF PROCESS**

*Principal/~~IAKSS~~/Human Resources Department of Budget and Financial Planning verifies vacancy for District itinerants.*

<b><u>IAKSSFCPS</u>/</b> <b>HOME BASED STAFF</b>	<b>DISTRICT ITINERANT/ MULTIPLE SCHOOLS - SCHOOL BASED</b>	<b>DISTRICT NON- ITINERANT/SCHOOL BASED</b>
<ul style="list-style-type: none"> <li>• <u>IAKSSFCPS</u> staff making recommendation requests PAF from Budget/ Financial Planning office</li> <li>• <u>IAKSSFCPS</u> hiring staff completes PAF</li> <li>• Budget/Financial Planning office obtains approval from Budget Manager</li> <li>• PAF is submitted to Superintendent for hiring</li> </ul>	<ul style="list-style-type: none"> <li>• <u>IAKSSFCPS</u> staff making recommendation requests PAF from Budget/Financial Planning office (with Principal input)</li> <li>• <u>IAKSSFCPS</u> staff completes PAF (obtains Principal input)</li> <li>• Budget Manager signs PAF after consulting with Principal</li> <li>• PAF is submitted to Superintendent for hiring</li> </ul>	<ul style="list-style-type: none"> <li>• Principal and <u>IAKSSFCPS</u> staff making recommendation confer to confirm vacancy</li> <li>• Principal completes vacancy separation notice (<u>IAKSSFCPS</u> staff for SW)</li> <li>• Budget/Financial Planning office obtains approval from designated <u>IAKSSFCPS</u> staff</li> <li>• Principal (<u>IAKSSFCPS</u> staff for SW) completes the PAF and submits to Budget and Financial Planning</li> <li>• Budget and Financial Planning submits completed PAF to Human Resources</li> <li>• <del>PAF is submitted to Superintendent for hiring</del></li> </ul>

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**BEST PRACTICE**

1. IAKSSFCPS will make every effort to work with the school to make District program teachers full-time in a school, if the school council has the budget to support extra FTEs (i.e., Title I .6 and SBDM .4 = full time in school).  
The following factors will be considered in all situations:
  - Impact on other school(s) and the instructional program
  - Number of years the staff member has been employed in the District
  - Availability of candidates
  - Budget
  - Teacher's/Principal's preference for placement
2. A collaborative process will be utilized in selection of candidates and hiring of staff.

**Itinerant/Non-Itinerant District Staffing**

**BEST PRACTICE (CONTINUED)**

3. Communication between school and [IAKSSFCPS](#) may occur in many forms (writing, informed conversations, shared observational information, etc.).
4. Collaborating with [IAKSSFCPS](#), hiring staff and Human Resources staff shall be required when considering "critical shortage" personnel (ESL, Special Education, Gifted/Talented).
5. "Home School" shall refer to the school where the staff person spends the majority of his/her assigned time. Under certain circumstances, exceptions may be granted due to availability of space, relative work load, or other considerations. Exceptions shall be jointly decided upon by the designated [IAKSSFCPS](#) contact person and the principals whose schools are being served.
6. A collaborative process will be used with all evaluations. Principals and Central staff will work together to provide effective formative and summative evaluations. The assigned evaluator/supervisor will request information from other principals and District staff to assist with an effective and thorough evaluation process.

PERSONNEL

- CLASSIFIED PERSONNEL -

**Hiring**

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

**RECRUITMENT**

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

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 District web site.

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

**APPLICATIONS**

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

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

**CRIMINAL RECORD INQUIRY**

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

**EEOC COMPLIANCE**

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



### **Hiring**

#### **ELIGIBILITY 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. Licenses or credentials issued by a government entity that require specialized skill or training may also substitute for this requirement.

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

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

Food Service: Applicants must have a high school diploma or High School Equivalency Diploma.

#### **ELIGIBILITY VERIFICATION**

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

#### **SUPPORTING MATERIALS**

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

Designated classified employees are required to be licensed as follows:

Food Service - All food service/school nutrition employees shall meet the qualifications of and be in compliance with the responsibilities noted in federal regulation. Food Service Supervisors shall hold a valid Driver's License, and specified food service positions will require that the employee hold a valid Kentucky Commercial Driver's License.

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

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

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

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

**Hiring****SUPPORTING MATERIALS (CONTINUED)**

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

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

**EXPIRATION OF CERTIFICATION/LICENSURE**

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

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

**ADDITIONAL DOCUMENTS**

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

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

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

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

## **Hiring**

### **ADDITIONAL DOCUMENTS (CONTINUED)**

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.)

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

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

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

### **SELECTION FACTORS**

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

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

### **HIRING OF RELATIVES OF THE PRINCIPAL/HIRING MANAGER**

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

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

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

Exception to the above is substitute personnel.

### **COMPLETION OF EMPLOYMENT PROCESS**

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

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

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

**SCREENING/INTERVIEW**

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

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

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

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

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

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

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

**CONTRACT**

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

## **Payment of Bills**

### **ORDERS OF TREASURER**

Before presenting Orders of the Treasurer to the Board of Education for approval, one (1) Board member designated on a three (3) month rotating basis shall review and sign the Orders (claims and post approvals). Upon finding them to be in order, the Board member shall recommend their approval to the Board.

Board policy requires the preparation of Orders of the Treasurer for review by the Board as part of the bill-paying process. The purpose of preparing the Orders is to enable the Board to review the payments for appropriateness and to monitor their issuance under Board policy. The Board is also able to review "post approvals," or claims for which checks have already been released since the preceding Board meeting. Board members (except the Chair) are each assigned one (1) calendar quarter during which s/he reviews the Orders documentation. The review process will take place by the close of business on the Wednesday preceding the regular meeting(s) during which claims are approved.

### **REVIEW OF CLAIMS AND POST APPROVALS**

- 1) For both the Main Account and the Food Services Account, there are two (2) reports: "Orders of the Treasurer" and "A/P Cash Disbursements Journal." The Orders of the Treasurer provides the Vendor Code, the Name of the Vendor, the Check Number, and the amount paid. The check amount will be for up to 20 invoices (a system limitation) above which an additional check(s) will be produced. The Board member reviews this report. Should a question arise on particular payments, staff will refer to another report for more information, as follows:
- 2) Review as necessary the "A/P Cash Disbursements Journal". For each check, the following information is provided:
  - a. Check number or EFT number
  - b. Check date
  - c. Check type or EFT type (manually produced or produced by the system)
  - d. Vendor number
  - e. Vendor name
  - f. Voucher information, including the organization code (budget) and expenditure object code (expense account) to which the check is charged.
  - g. Invoice number
  - h. Invoice date
  - i. Purchase order number
  - j. Warrant number (identification number for a batch of invoices)
  - k. Net amount of invoice
  - l. Total amount of check

The report will show details of items "d" through "k" for each invoice, including individual accounts charged.

**Payment of Bills****REVIEW OF CLAIMS AND POST APPROVALS (CONTINUED)**

- 3) Using the “A/P Cash Disbursements Journal,” staff will be able to answer most of a Board member’s questions about particular payments. The Board member may request to see all supporting documentation on particular checks which staff will produce from Accounts Payable files.
- 4) The Board member will sign on the last page of the “Orders of the Treasurer” printout, signifying review of all preceding pages.

**APPROVAL DATE FOR BOARD CLAIMS**

Payment of claims shall be submitted to the Board for approval at each regularly scheduled meeting of the Board and, as necessary, at special meetings as provided in KRS 61.823.

**FILING OF CLAIMS FOR APPROVAL**

Failure to submit claims for payment to the Accounts Payable office by the cut-off date shall cause claims to be held for payment until the third Monday of the following month.<sup>1</sup>

The cut-off for filing claims to be submitted for Board approval shall be eight (8) business days prior to the date of the meeting at which the claims are to be approved. Exceptions to this deadline may be required, such as when holidays or breaks affect the 8-day cut-off date. Claims received late will automatically be entered in the process for submission at the next regular meeting (or special meeting if such action is placed on the agenda).

**POST APPROVALS FOR CASH DISCOUNT**

Post approval checks may be issued to take advantage of cash discounts offered for early payment, provided taking such discounts is advantageous to the Board. Post approval payments are not advantageous unless there is a net cost reduction to the Board. The loss of interest income incurred as a result of early payment and the cost of manually writing post approval checks shall be considered in determining the net cost reduction.

Before post approval checks are authorized to take advantage of a cash discount, the following criteria shall be satisfied:

1. The discount shall be a minimum of 1%, ten (10) days of the invoice date; and
2. The total discount amount on the invoice (or invoices, if more than one invoice is included in the payment) shall be equal to at least forty dollars (\$40).

NOTE: Both criteria (1) and (2) shall be met for a claim to qualify for the issuance of a post approval check for early payment.

**CONSTRUCTION PROJECTS**

All claims submitted against construction projects as authorized by contract with the Board of Education shall be paid within the terms of the contract.

**Payment of Bills**

**SCHEDULE OF DATES FOR CLAIMS**

Issuance of checks shall take place only when claims have been submitted with appropriate verification.

<sup>1</sup>Cut-off date for majority of claims prepared by: Operations and Support, Grounds and Custodial Support~~Physical Support, Plant Operations~~, Maintenance, Transportation, and Media Services; and professional travel vouchers and mileage reimbursement vouchers.

NOTE: Claims shall be presented to the Accounts Payable office by noon of the final cut-off date. Failure to meet this deadline shall cause claims to be held for payment until the next month.

**School Property Procedures - Principal's Responsibilities****DISPLAY OF THE UNITED STATES FLAG**

It will be the Principal's responsibility to see that the Flag of the United States is properly displayed at his school in compliance with KRS 2:040. During inclement weather, the Flag shall be displayed within the school building.

Flags will be furnished the schools upon request of the Principal to the Warehouse Logistical Services Director. In addition, the Principal may accept flags from groups such as the American Legion or PTA.

**ENERGY CONSERVATION**

Each year, Principals and other appropriate supervisors shall provide appropriate instruction to employees concerning the following conservation measures:

1. Employees shall turn off the lights whenever they leave an area, regardless of the length of time they are to be gone.
2. Employees shall set thermostats so that the temperature will not be above seventy-two (72) degrees Fahrenheit in the heating season or below seventy-five (75) degrees Fahrenheit in the cooling season.

During the heating season, the thermostat setting shall be fifty-five (55) degrees Fahrenheit night set-back. However, when the temperature is forecast to fall to ten (10) degrees Fahrenheit or lower, the custodian shall manually override the heat system controls.

3. Employees shall immediately report to their supervisor any areas that are over-heating or over-cooling so that these problems may be corrected by the Division of Maintenance.
4. Cooling systems shall be used in buildings housing summer school programs for students. However, these cooling units shall be shut down no later than 3:00 p.m. each day.
5. During the summer months, cooling systems in other buildings shall not be turned on before 10:00 a.m. If the school has cooling zones, the cleaning program shall be confined to a single zone. In any case, the cooling system shall be shut down not later than 3:00 p.m.
6. Administrative, guidance and library areas with separate cooling systems may be cooled during the summer months during working hours, when occupied.
7. No additional building heating or cooling shall be provided for rental groups.

**INCLEMENT WEATHER**

The Principal of each school shall implement a system whereby, during inclement weather, pupils are admitted to buildings before the regular opening time. In moderate weather pupils shall remain outside the building until thirty (30) minutes prior to the scheduled beginning of the school day.



**School Property Procedures - Principal's Responsibilities****MASTER PLAN/ELEMENTARY SCHOOL PLAYGROUNDS**

Play is an integral and extremely complex part of a child's mental, physical and social growth. It can be divided into three (3) categories: physical play which develops motor skills; social play which allows interaction between children; and cognitive play which involves the problem solving process. A playground should provide opportunities for all types of play. Therefore, care shall be used in planning the playgrounds and selecting the equipment. Equipment selected shall be professionally designed and constructed of the best quality materials. Use of homemade equipment not having any type of safety approval from a recognized professional source shall not be used.

**TYPES OF PLAYGROUNDS AND EQUIPMENT**

All elementary school playgrounds shall have separate areas for primary and intermediate age pupils. These areas shall be designed to include participation for handicapped pupils.

Equipment installed shall be of a developmental type, i.e., equipment that develops coordination, agility and upper body strength, and encourages imaginative play.

Equipment selected shall be as maintenance free as possible.

Equipment installed for the primary area of the playground shall not be over five (5) feet in height. Equipment installed for the intermediate area shall not be over eight (8) feet in height.

**EXCEPTION**

Certain types of equipment may be authorized for use by both primary and intermediate pupils at different times during the daily schedule, provided that the equipment meets safety standards for both age groups. Such authorization shall be granted by either (1) unanimous consent of the Elementary Playground Safety Committee, the school Principal, and the school's playground safety coordinator; or (2) approval by the School Based Decision Making Council of the school after recommendation by the Elementary Playground Safety Committee.

Wood products to be used in construction of playground equipment shall not consist of used or untreated wood, used utility poles or railroad crossties. However, these products may be utilized in site amenities, such as borders, walks and steps.

For safety reasons, seesaws and merry-go-rounds shall not be installed on elementary school playgrounds.

All swings shall have rubber safety seats as required by consumer product safety standards.

To prevent packing or erosion of surface materials, the surface under all playground equipment shall be constructed so that proper drainage is provided. Energy absorbing surface materials shall consist of sand, wood chips, sawdust, tan bark, pea gravel or a combination of these materials to a depth of at least eight (8) inches.

**PLANNING FOR PLAYGROUNDS**

All playground development plans shall be submitted to the Elementary Playground Safety Committee for its approval, prior to construction of any playground equipment.

**School Property Procedures - Principal's Responsibilities**

**MASTER PLAN/ELEMENTARY SCHOOL PLAYGROUNDS**

**PLANNING FOR PLAYGROUNDS (CONTINUED)**

The Elementary Playground Safety Committee shall consist of the following persons:

1. ~~Chief Operating Officer/designee Assistant Superintendent for Physical Support Services~~
2. Safety and Health Supervisor
3. Coordinator of Physical Education
4. Physical education teacher and Principal of the school involved

Development plans shall consist of the following:

1. Specifications of equipment to be installed
2. Procedures for installation
3. Topographical drawing of the playground site
4. Estimated cost of the project
5. List of materials needed for the project
6. Names of construction personnel

**INSTALLATION AND MAINTENANCE**

Elementary playground equipment shall be constructed by a professional contractor, the Lexington Fayette Urban County Division of Parks and Recreation, or by patrons of the school working under the supervision of a member of the Fayette County Schools' Department of ~~Physical Support Services~~Operations and Support.

All equipment and installation costs shall be the responsibility of the school, unless the Board of Education allocates funds to finance all or part of such projects under Board Policy 05.11 and related procedures.

The finished product shall be inspected and approved by the Department of ~~Physical Support Services~~Operations and Support before being used by pupils.

Semi-annual inspections of playgrounds shall be made with proper records of these inspections maintained by the Safety and Health Supervisor.

The Safety and Health Supervisor shall have the authority to remove existing playground equipment that does not meet safety specifications or that is found to be dangerous to pupils. The Principal shall have the right to appeal the decision for removal to the Elementary Playground Safety Committee.

**Use of School Facilities and Equipment****DEFINITIONS**

The following definitions shall apply as used in this procedure.

**Charitable:** A person, entity, or group organized and engaged in public, benevolent purposes that do not provide gain or profit in a private sense to any person connected with it.

**Civic:** A person, entity, or group that undertakes a project or undertaking in which citizens of a city or county cooperate to promote the common good and general welfare of the people of the city or county.

**Commercial:** The buying or selling of goods, products, property, or services of any kind. As defined herein, excludes activities of non-profit, civic, religious, and charitable individuals, partnerships, or groups.

**Government:** A federal, state, or local government or any department or subdivision thereof.

**Non-profit:** A person, entity, or group for which no part of the income is to be distributed to its members, directors, or officers. May include sole proprietorship, partnership, or corporation.

**Personal use:** Pertaining to and limited to the person or individual.

**Religious:** A person, entity, or group that practices a particular system of faith and worship. Includes church, sect, or other denomination.

**School Activity:** An activity directly conducted or sponsored by a school; or an activity involving collaboration on the part of a school, provided the school initiates the request to collaborate on the activity, the activity is in the school's plan or program, and the school maintains primary control of the activity.

**School-Related Activity:** An activity conducted by a Parent Teacher Association (PTA), Booster Club, or similar group which is closely allied with a particular school or school activity and which is formed for the express purpose of benefiting such school or activity in a financial or other way.

**INTRODUCTION/DUAL APPROVAL PROCESS**

Board Policy 05.3 directs the Superintendent/designee(s) (the "Superintendent") to establish and administer a program for permitting groups and individuals ("Applicants") to use District facilities, grounds, and equipment for non-commercial, not-for-profit activities during non-instructional time either before the commencement or after the conclusion of the school day. This procedure sets forth the administrative process approved for implementation by the Superintendent.

Procedures concerning facility usage involve a "dual approval" system. Under this system, the consent of two (2) Superintendent designees—the school Principal or other building supervisor (the "Principal") and the Department of Operations and Support Services ("Operations and Support")—is needed for an Applicant to obtain full and final approval for the use of District facilities, grounds or equipment.

**Use of School Facilities and Equipment****INTRODUCTION/DUAL APPROVAL PROCESS (CONTINUED)**

The Principal is responsible for:

1. Initially processing the Applicant's facility usage application;
2. Initially determining whether the proposed activity qualifies as an eligible activity and determining the availability of required and requested facilities, grounds, employees, and equipment; and
3. Assigning facilities, grounds, employees, and equipment on specified dates and at specified times.

Operations and Support is responsible for:

1. Finally processing the Applicant's facility usage application;
2. Finally determining whether the proposed activity qualifies as an eligible activity;
3. Implementing a facility usage contract between the District and the Applicant;
4. Calculating and collecting payment of usage fees; and
5. Determining and documenting the sufficiency of the Applicant's general liability insurance.

A flow chart providing an overview of the dual approval process is set forth in 05.3 AP.2.

Applicants may appeal to the Superintendent a decision rendered by the Principal or Operations and Support. If an issue cannot be resolved by the Superintendent, an appeal may then be submitted to the Board in compliance with Policy 10.2 and accompanying procedures.

**WHEN SCHOOL FACILITIES AND EQUIPMENT MAY BE USED**

The Principal may initially approve, and Operations and Support may finally approve, the reasonable use of designated portions of District facilities and grounds, and the reasonable use of District equipment, in connection with activities determined by the Principal and Operations and Support to be non-commercial (not-for-profit) in nature. Activities which may be approved include:

- (a) school activities;
- (b) official public elections and/or official public referendums;
- (c) activities conducted by school-related groups;
- (d) activities conducted by non-curricular student groups;
- (e) meetings conducted by recognized employee organizations before or after the instructional day, provided such meetings do not interfere with or take precedence over the employees' normal workday responsibilities;
- (f) activities conducted by responsible and organized, civic, charitable, government, non-profit, and religious groups that provide demonstrable benefit to the schools or to the community as a whole;
- (g) activities conducted by other non-commercial (not-for-profit) individuals and groups not previously described.

**Use of School Facilities and Equipment****WHEN SCHOOL FACILITIES AND EQUIPMENT MAY BE USED (CONTINUED)**

Operations and Support shall determine the category for each activity.

The Principal may disapprove any requested use of District facilities, grounds, or equipment when the requested use involves:

1. A commercial (for profit) activity;
2. Facilities, grounds, employees, or equipment that are unavailable on the dates and/or at the time(s) requested;
3. A Kentucky High School Athletic Association ("KHSAA") sanctioned sport or cheerleading squad and would occur during the KHSAA summer dead period;
4. Interference with the education of school children;
5. A danger to the safety or preservation of District facilities, grounds, employees or equipment; and/or
6. An activity that not be in the best interests of the District.

Operations and Support may disapprove any requested use of District facilities, grounds, or equipment for any of the same reasons as the Principal, or for the additional reason that the Applicant has failed to timely submit required documents, information, or payments.

**PRESENCE OF DISTRICT EMPLOYEES**

The Principal shall initially determine and Operations and Support shall finally determine the types and numbers of District employees required/requested to be present at activities conducted in or on District facilities and grounds. In making each determination, the following minimum guidelines shall apply:

- (a) The use of an indoor portion of a facility shall be contingent upon the presence of one or more approved District employee(s);
- (b) When an activity is such that cleanup is required in order for a facility to be ready for District use the next business day, one or more District custodian(s) shall be present to ensure the facility is ready for use;
- (c) When a kitchen area is used, one or more District food service employee(s) shall be present to ensure kitchen equipment is properly used and to ensure the kitchen is ready for District use the next business day;
- (d) When sound and lighting equipment is used, one or more District technical support employee(s) shall be present to assist in the use of the equipment and to ensure that the equipment is ready for District use the next business day;
- (e) When an activity is such that security is required, one or more District law enforcement employee(s) shall be present to provide security.

**AVAILABILITY**

The Principal shall initially determine and Operations and Support shall finally determine whether, which, and when District facilities, grounds, employees, and equipment are available.

**Use of School Facilities and Equipment****ADMISSION CHARGES AND DONATIONS**

Admission charges may be made and donations may be solicited and accepted, all as determined by the Principal and/or Operations and Support, in connection with school activities and activities conducted by school-related groups. Admission charges shall not be made and donations shall not be solicited or accepted in connection with any other activity held at or on District facilities or grounds unless the net proceeds from such admission charges or donations are used exclusively for civic, charitable, government, non-profit, or religious purposes.

**ESTABLISHMENT OF USAGE FEES**

Prior to the beginning of each new fiscal year, Operations and Support shall review and amend as necessary a schedule of usage fees to recover costs incurred by the District in connection with activities conducted in or on District facilities or grounds. All changes to the schedule shall be presented to the Board for information.

The schedule of usage fees shall include four (4) different levels of compensation: No Fee; Utility/Maintenance Fee; Personnel Fee; and Rental Fee. The Utility/Maintenance Fee shall be designed to recover the estimated cost of District utilities; maintenance, wear and tear, the Personnel Fee shall be designed to recover the estimated costs of District employees; and the Rental Fee shall be designed to cover other District costs and needs.

In determining an Applicant's total usage fees, Operations and Support shall apply the various types of fees to different types of activities as follows:

- (a) **No Fees**: No fees shall be charged in connection with School Activities.
- (b) **Utility/Maintenance Fees**: Except as otherwise provided below, Utility Fees shall be charged in connection with all non-School Activities.

Utility/Maintenance Fees may be waived for School-Related Activities, activities conducted by noncurricular student groups, meetings conducted by recognized employee organizations, and official public elections or referendums.

Utility/Maintenance Fees may be waived for activities conducted by civic, charitable, government, non-profit, and religious groups which provide a demonstrable benefit to the schools or to the community as a whole, if such activities are after-school activities for students completed before 8:00 p.m.

- (c) **Personnel Fees**: Except as otherwise provided below, Personnel Fees shall be charged in connection with all non-School Activities.

Personnel Fees may be waived if appropriate District personnel will already be present during such activities and no additional cleanup will be required to conduct District business the next business day.

- (d) **Rental Fees**: Except as otherwise provided below, Rental Fees shall be charged in connection with all non-School Activities.

Rental fees may be waived for School-Related Activities, activities conducted by noncurricular student groups, meetings conducted by recognized employee organizations, official public elections or referendums, and activities conducted by civic, charitable, government, non-profit, or religious groups which provide a demonstrable benefit to the schools or to the community as a whole.

**Use of School Facilities and Equipment****ESTABLISHMENT OF USAGE FEES (CONTINUED)**

Any or all of the previously-mentioned fees may be waived at the discretion of Operations and Support if the Applicant gives the District a donation, honorarium, or other payment equal to or exceeding the amount of fees which would have otherwise been payable pursuant to this procedure. Operations and Support may decline to implement any or all of the previously mentioned fee waivers if an activity includes a money-making project (i) involving costs to students or adults who attend or (ii) requiring expenditures of money for food or entertainment.

In the event one school conducts an activity at another school or facility, the activity may be treated as a School-Related Activity for purposes of determining fees.

Applicants using a portion of a building or facility shall be responsible for payment of fees at the established rates; and fees may not be shared by Applicants using a building or facility simultaneously. However, Applicants conducting ongoing or long-term activities may be granted long-term discounts.

Fees shall be calculated to the nearer one-half (1/2) hour. Time shall be included for opening, closing, and cleaning the facility. The amounts of the various types of fees may be amended from time-to-time by the Superintendent.

**APPLICATION AND CONTRACT**

Operations and Support shall implement the official application form and an official facility usage contract. The application form shall, at a minimum, require such information as may, in the judgment of Operations and Support, be initially needed to determine the eligibility of the Applicant to use District facilities, grounds, and equipment for the proposed activity; the need for District employees to be present in connection with the proposed activity; the availability of District facilities, grounds, and equipment on the dates and at the times requested by the Applicant; and the costs, if any, to the Applicant of using the requested facilities, grounds, employees, and equipment. The facility usage contract shall detail the terms and conditions of using District facilities, grounds, and equipment.

The application form and facility usage contract shall each be signed by an individual authorized to represent the Applicant. Operations and Support shall determine the due dates for submission of such information, materials, and payments as may be required by the facility usage contract. In the event Operations and Support determines all conditions for facility usage have been met, a representative of Operations and Support shall countersign the Applicant's Facility Usage Contract and shall notify the Applicant that the application has been approved.

The Applicant shall notify both the Principal and Operations and Support of cancellation of an activity. In the event the notice of cancellation is received at least forty eight (48) hours prior to the date previously scheduled for use of the facility, the Applicant shall be sent a refund equal to the amount of all usage fees received from the Applicant to that point. In the event notice of cancellation is received less than forty-eight (48) hours prior to the date previously scheduled for use of the facility, the Applicant shall be sent a refund equal to the amount of all usage fees received from the applicant to that point, minus one (1) hour's worth of Utility/Maintenance, Personnel, and Rental Fees.

**Use of School Facilities and Equipment****USE OF EQUIPMENT**

The use of school facilities shall not include use of school equipment, unless such use is approved by the Principal and Operations and Support. The Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of such equipment necessitated by the Applicant's usage. In the event of the transfer, repair or replacement of equipment, the Principal shall immediately send a written report to an authorized representative of the Applicant and to the District's Department of Financial Services, who shall bill the Applicant for the cost of the transfer, repair, or replacement.

**BILLING AND COLLECTION OF USAGE FEES**

Usage fees shall be collected by Operations and Support either before or after facility use. Deposits, payment schedules, and other usage fee payment arrangements may be required or approved at the discretion of Operations and Support. Usage fees should be paid by check or money order payable to "Fayette County Public Schools." Cash should not be accepted.

Usage fee payments collected by Operations and Support shall be deposited in a District banking account designated for that purpose.

**REPORTING**

Within fifteen (15) days following the conclusion of each month, Operations and Support shall submit a report to Financial Services identifying the status of each facility usage application received during the month and the amount(s) of any usage fees collected by Operations and Support in connection with the application.

**LIABILITY**

The facility usage contract shall require that the Applicant assume all liability for injury to individuals and damage to property by reason of the use of District facilities, grounds, and equipment. The contract shall additionally require that the Applicant indemnify and hold harmless the District from any loss or damage thereby. Supervision of participants shall be the responsibility of the Applicant as designated on the official application form.

**INSURANCE**

Each Applicant shall be required to provide a certificate of insurance demonstrating that the Applicant possesses adequate general liability insurance; and written verification that an endorsement has been added to the Applicant's general liability insurance policy naming the Fayette County Board of Education as an additional insured in connection with the Applicant's use of the District facility, grounds, and equipment. Either or both of these requirements may be waived by Operations and Support upon a determination that the activity to be conducted by the Applicant involves a relatively low risk of harm to persons and property.

NOTE: All external support/booster organizations are required to carry separate insurance for general liability with appropriate coverage to operate their organization. (Accounting Procedures for Kentucky School Activity Funds)



**Use of School Facilities and Equipment**

**RESTITUTION OF DAMAGES**

The Applicant shall reimburse the Board for any repair of damages to or replacement of school property lost, stolen, damaged or vandalized while under its care.

**DISAPPROVAL OF USE**

Disregard of the rules and regulations governing the use of District facilities, grounds, employees or equipment may result in the Principal and/or Operations and Support barring the offending group from further use of District facilities, grounds, and equipment. Settlement agreeable to both the Principal and Operations and Support shall be prerequisite to further use by the Applicant of District facilities, grounds, and equipment.

SCHOOL FACILITIES

DRAFT 11/7/23

05.31 AP.21

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**Application for Use and Contract****FACILITY USAGE APPLICATION****Part I to be Completed by Applicant (Please Type or Print, Attach Extra Sheets if Necessary.)**

Name of Organization/Applicant:		Name of Contact Person:	Telephone Number:
Street Address:		Fax Number:	Email Address:
City / State / Zip:		Name of Liability Insurance Company:	Insurance Policy Limits:
Type of Organization (if Applicant is an Organization): <input type="checkbox"/> School <input type="checkbox"/> School-Related Group (PTA, Booster Club, etc.) <input type="checkbox"/> SBDM Club Sport <input type="checkbox"/> Civic <input type="checkbox"/> Charitable <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Religious <input type="checkbox"/> Commercial (For Profit) <input type="checkbox"/> Other: _____			
Names & Telephone Nos. of Individual Primarily Responsible for Facility & Conduct of Persons Using Facility: Primary Person: _____ Phone #: _____ Emergency Phone #: _____			
School at Which Facility is Located:		Anticipated # of Participants:	
Description of Proposed Activities, Including Detailed Description of Any Tents, Stages, or Other Structures to be Erected (Attach Extra Sheets if Necessary): _____ _____			
Is this a school-related fundraiser? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain: _____			
Will inflatables be used: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type: _____ NOTE: FCPS will not authorize use of inflatable bounce houses or submersible dunking booths.			
Will admission be charged? Will donations be solicited or accepted? Will concessions or other items be sold? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No			
If the answer to any of the above is "Yes," will the net proceeds from such admission charges, donations, etc., be used exclusively for civic, charitable, government, non-profit, or religious purposes? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If a non-District labor force will be used for any purpose, will it include anyone convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Facility or Area within Facility Being Requested: <input type="checkbox"/> Baseball Field <input type="checkbox"/> Track <input type="checkbox"/> Kitchen <input type="checkbox"/> Library <input type="checkbox"/> Football Field <input type="checkbox"/> Softball field <input type="checkbox"/> Cafeteria <input type="checkbox"/> Classroom(s): <input type="checkbox"/> Gymnasium <input type="checkbox"/> Tennis Courts <input type="checkbox"/> Auditorium <input type="checkbox"/> Other: _____			
Types & # of District Employees Requested: <input type="checkbox"/> Custodial: _____ (#) <input type="checkbox"/> Law Enforcement: _____ (#) <input type="checkbox"/> Tech. Support: _____ (#) <input type="checkbox"/> Food Service: _____ (#) <input type="checkbox"/> Other: _____ (#)			
Equipment Requested (Audio / Video / Lighting / Athletic Equipment / etc.): _____			
Date(s) Facility to be Used:	Time(s) Facility to be Used (Include Adequate Time for Setup & Cleanup):		No. of Hours to be Used:

On behalf of the Applicant, I confirm that I have read and understand all terms and conditions of usage set forth in the District's Facility Usage Contract on the District's web site.

**Applicant Signature:** \_\_\_\_\_

**Applicant - Send Application to Principal/Designee for Approval**

By: \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Date

**Application for Use and Contract**FACILITY USAGE APPLICATION  
PAGE 2**Part II to be Completed by School (Please Type or Print, Attach Extra Sheets if Necessary.)**

II

**Is the Facility Available & Approved for Use by the Applicant on the Date(s) & at the Time(s) Requested?**☐ Yes ☐ No If no, indicate reason:**Will the Proposed Use of the Facility Involve a School Activity?**☐ Yes ☐ No (If a school initiates a request to collaborate on an activity that is in the school's plan or program and if the school maintains primary control of the activity, then it is a school activity).**Will the Proposed Use of the Facility Require the Presence of One or More District Employees to Maintain the Care, Safety & Security of the Facility?**☐ Yes ☐ No If "No," indicate below why a District Employee will not be needed:  
☐ The Facility is an outdoor facility of a type which does not require a District Employee.  
☐ Other: \_\_\_\_\_**If the Presence of One or More District Employee(s) is Required, Will it be Necessary for Such Employee(s) to Work Overtime (i.e., to be Overscheduled)?**☐ Yes ☐ No If no, indicate below why it will not be necessary for District employee(s) to work overtime:  
☐ Applicant will be conducting after-school activities for students during scheduled custodian hours.  
☐ One or more District employees will already be present during Applicant's use of the facility and no clean-up will be required to be ready to conduct school the next school day.  
☐ Other: \_\_\_\_\_**List Below those Overtime Hours to be Worked by District Employees (Attach Extra Sheets if Necessary):**

Types & # of District Employees Assigned:	Name(s) of Employees Assigned:	Date(s) Assigned:	Overtime Hours Assigned (In and Out)	Total # Overtime Hours:
<input type="checkbox"/> Custodial: ____ (#)				
<input type="checkbox"/> Food Service: ____ (#)				
<input type="checkbox"/> Law Enforcement: ____ (#)				
<input type="checkbox"/> Tech. Support: ____ (#)				
<input type="checkbox"/> Other: ____ (#)				

**List All Equipment Approved for Use:****Principal/Designee Signature:**By: \_\_\_\_\_  
Signature of Principal/Designee Date**Principal Forward Completed Form to:** Fayette County Public Schools, Department of ~~Physical Support Services~~ Operations and Support400 Springhill Drive, Lexington, KY 40503  
(Phone: 859.381.3824 Fax: 859.381.3852) or Lisa.Clark@Fayette.kyschools.us

**Application for Use and Contract**

**FACILITY USAGE CONTRACT**

**THIS CONTRACT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Applicant”) and the Fayette County Board of Education (the “District”).

**W I T N E S S E T H:**

**WHEREAS**, Applicant has requested the use of District facilities, grounds, employees, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

**WHEREAS** the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

**WHEREAS**, the District’s Department of ~~Physical Support Services~~Operations and Support has determined or will determine usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

**WHEREAS** Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit “A” is incorporated by reference into and made a part of this Contract.
2. As consideration for Applicant’s agreements to timely pay all usage fees set forth in Exhibit “A” and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant’s reasonable use, on the date(s) and time(s) specified in Exhibit “A,” the area(s) of the facility and/or grounds (“Facility/Grounds”) and/or the District equipment (“Equipment”) specified in Exhibit “A.”
3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:
  - a. At least two (2) weeks prior to its proposed use of the Facility/Grounds, Applicant shall:
    - i. Execute and return this Contract;
    - ii. Submit payment of the usage fee deposit listed in Exhibit “A;”

**Application for Use and Contract**

- iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of "A-" or better, in which: (a) the District is indemnified in an amount not less than \$1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant's use of the Facilities/Grounds shall be excess.

The executed Contract, usage fee or deposit, and any requested certificate of insurance shall each be submitted to the District's Department of ~~Physical Support Services~~Operations and Support, 400 Springhill Drive, Lexington, Kentucky 40503 (Fax: 859-381-3852).

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or a requested certificate of insurance shall be grounds for non-approval by the District of Applicant's facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit "A" (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant's use of the Facility/Grounds.

- b. The District reserves the right to have one or more District employees ("Employee") present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant's activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or Equipment.
- c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

**Application for Use and Contract**

- d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.
- e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:
  - i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and
  - ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.
- f. Applicant shall observe all fire and safety regulations.
- g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.
- h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.
- i. Applicant shall prohibit the use of tobacco, **alternative nicotine, or vapor** products and alcoholic beverages in or on the Facility/Grounds.
- j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.
- k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during Applicant's use of the Facility/Grounds.
- l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of ~~Physical Support Services~~ Operations and Support.

**Application for Use and Contract**

- m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.
- n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:
  - i. Equipment may not be used by Applicant if it is needed for school activities;
  - ii. Equipment shall not be removed from the Facility/Grounds; and
  - iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 1126 Russell Cave Rd., Lexington, KY 40505, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a pre-requisite to additional use by Applicant of any facility or grounds in the District.
- o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.
- p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.
- q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.
- r. Applicant shall not sell or offer for sale any merchandise at any function conducted in or on the Facility/Grounds, other than approved food and drink concessions.
- s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.
- t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes.
- u. Applicant shall not use the Facility/Grounds, or equipment for commercial, for profit activities.

**Application for Use and Contract**

- v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract.

In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.
- w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.
- x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.
- y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.



**Application for Use and Contract**

- z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.
- aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.
- ab. Applicant acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of the organization or the activity.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on this, the day and year first above written.

\_\_\_\_\_  
(Name of Applicant)  
BY: \_\_\_\_\_  
(Signature of Person Responsible)

\_\_\_\_\_  
(Name of School)  
BY: \_\_\_\_\_  
(Signature of Principal)

\_\_\_\_\_  
TYPED OR PRINTED NAME  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
TYPED OR PRINTED NAME  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE: Home \_\_\_\_\_  
Work \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

**COPIES:** School (white), Organization (yellow)

EXPLANATION: HB 22 REMOVES MEDICAL OVERSIGHT OF THE USE OF AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS) AND REMOVES REPORT OF USE OF AN AED TO THE LICENSED PHYSICIAN. FINANCIAL IMPLICATIONS: NO NEED TO PAY FOR A PHYSICIAN TO OVERSEE THE AED PROGRAM AND LESS TIME SPENT ON FILING REPORTS

SCHOOL FACILITIES

DRAFT 5/8/24

05.4 AP.23

**AED Forms/Designation of Physicians and Medical Advisors**

~~DESIGNATION OF PHYSICIAN(S) OF RECORD/  
MEDICAL ADVISOR(S) FOR AED PROGRAM~~

**~~SCHEDULE A~~**

~~The physician(s) serving as Physician(s) of Record/Medical Advisor(s) and providing medical oversight for the District's AED program as of \_\_\_\_\_ is/are:~~

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

**~~SCHEDULE B~~**

**SELECTION AND PLACEMENT OF AEDS  
WITHIN FAYETTE COUNTY PUBLIC SCHOOLS**

FACILITY:	MAKE AND MODEL:	LOCATION:
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**APPROVALS:**

FUNCTION	PRINTED NAME	SIGNATURE	DATE
<del>MEDICAL ADVISOR</del>	_____	_____	_____
SYSTEM OWNER	_____	_____	_____

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## **Building Access Control**

### **DEFINITION**

For the purpose of this procedure “key” shall be defined as either a traditional key used in a traditional lock or padlock or a numeric code or an electronic badge used to activate/deactivate a door locking mechanism and/or security system.

### **KEY CUSTODIANS**

Key Custodians shall be appointed at the District, School, and Support Building levels. Key Custodians are responsible for issuing, receiving and maintaining accountability of keys/locks for all District facilities. An Alternate Key Custodian shall be appointed at the designated levels for issuing, receiving and accounting for keys/locks in the absence of the primary Key Custodian. Both the primary Key Custodian and the Alternate Key Custodian for all facilities shall be familiar with these key/lock procedures. The Chief Information Officer shall appoint a District Key Custodian and an Alternate District Key Custodian. Principals and Building Managers shall appoint a School/Building Key Custodian and an Alternate School/Building Key Custodian.

### **KEY DEPOSITORIES**

The Department of Technology shall maintain a key/core/lock depository that is a lockable room with internal containers (such as safes, filing cabinets, key cabinets, etc., made of at least 26-gauge steel and permanently affixed to the building). All other buildings shall have a key depository that is a lockable container (such as a safe, filing cabinet, key cabinet) made of at least 26-gauge steel and permanently affixed to the building. The key depository shall be secured when unattended. Each depository will be kept locked except to issue/return/inventory keys or when being accessed by District locksmiths.

Each building also shall have an emergency key depository that is a lockable container (such as a “Knox Box” that is permanently affixed to the exterior of the building) for use only by the LFUCG Fire Department or other emergency responders. Installation of the emergency key depository will be coordinated by the Department of Technology.

### **KEY/CORE/LOCK ACCOUNTABILITY**

Keys to locks used for protecting property in an office, school or support facility may be checked out on a daily basis or assigned as “personally-retained” keys for use during an employee’s normal contract year. Key Custodians shall maintain a comprehensive and accurate register of all key assignments. All keys shall be returned to the Key Custodian at the end of a less-than 12 month employee contract year or when transferring to another facility or leaving the employment of the District. When being assigned a key all employees will sign that they have received the key and that they understand the significance and responsibility of that assignment.

Lost keys shall be immediately reported to the Division of Law Enforcement and the Department of Technology for investigation and possible replacement.

### **REQUEST FOR ISSUE OF KEYS**

Employees shall make all requests for keys to their building Key Custodian. If the Key Custodian can’t fulfill the request but would like to do so then she/he shall place a normal maintenance work order to request the items needed to fulfill the request. The work order will be routed accordingly for approval and possible fulfillment.

**Building Access Control****DUPLICATION OF KEYS**

All keys shall be made by the Department of Technology. Only under extreme emergencies shall a Principal or Building Manager be authorized to duplicate a key and this shall be preapproved by District Directors

**COST OF RE-KEYING**

Being assigned keys indicates an acceptance of responsibility for the keys. In the event of lost keys the employee shall be responsible for the cost of replacement of the key at the current cost of materials i.e. key blanks or cards. A lost or compromised key/lock shall be reported immediately to the Department of Law Enforcement. The Department of Law Enforcement shall investigate the circumstances of the loss/compromise and notify other District resources as necessary. Employees will pay for the replacement materials via the current District accounts receivable process. Employees that lose keys due to negligence or carelessness should have that negligence or carelessness of District property reflected in their annual evaluation.

**KEY CONTROL REGISTER AND INVENTORY**

Keys and locks shall be issued to building level Key Custodians and receipted on a FCPS Key Control Register and Inventory. The form shall be retained by the District Key Custodian. The Department of Technology shall also maintain a record of issue/turn-in of key/locks on a Locksmith Administrator Key/Lock Control Form and will perform a random inventory of building keys using this form.

Keys and locks shall be issued to designated building-level employees and receipted on a FCPS Key Control Register and Inventory. The form shall be retained by the Building Key Custodian. The Principal or Building Manager has sole authority to decide what building-level employees receive keys/locks. Directors and Associate Directors who have multiple site responsibilities (i.e. Law Enforcement, ~~Physical Support~~ Operations and Support, Maintenance, ~~Plant Operations~~ Grounds and Custodial Support, Transportation, Warehouse, etc.) have the authority on deciding what assigned employees have multiple access by key/lock.

Keys/locks shall only be issued to *authorized* Fayette County Public School employees or Board of Education members.

“Building Master” keys are typically issued only to school administrative staff and custodial staff. One (1) Interior Master key is provided to go in the key depository. The kitchen manager’s office is keyed separately from the other areas of the building. The kitchen manager receives two (2) keys. The kitchen area is also set up as a separate area with two (2) keys; the first key is given to the kitchen manager; the second key is given to the Associate Director of Food Service and placed in a central key box. Department Master keys, which fit the teacher’s room and work area, are issued to teachers. Key pad locks are installed at designated entryways. When a FCPS employee needs access to the building outside of normal building hours, the employee must initially enter the main entrance door to deactivate the security alarms.

**Building Access Control**

**RECORDS**

The Key Control Register and Inventory Control Forms and Locksmith Administrator Key Control Registers shall be maintained in a Physical Security Notebook. A copy of this procedure shall be also maintained in the Physical Security Notebook. The Physical Security Notebook shall be secured in the building's Key Depository. All forms will be supplied to all facilities by the Department of Technology.

EXPLANATION: HB 446 AMENDS KRS 158.110 TO REQUIRE DEVELOPMENT OF A DISTRICT TRANSPORTATION SERVICES POLICY BASED ON THE STATEWIDE TRANSPORTATION SERVICES POLICY GUIDELINES INCLUDING DRIVER RIGHTS AND THE STANDARD FOR STUDENT BEHAVIOR, REPORTING, AND PROTECTION FROM RETALIATION ON SCHOOL-SPONSORED TRANSPORTATION. FINANCIAL IMPLICATIONS: NONE ANTICIPATED

DRAFT ALL NEW LANGUAGE 5/8/24

TRANSPORTATION

06.34 AP.2

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### **Bus Driver's Report of Student Conduct**

**For behavior that requires a student to be removed from the bus, also complete Form 09.425 AP.21.**

Date: \_\_\_\_\_ To: \_\_\_\_\_  
*Principal's Name*

**Student's Name**

*Last Name*

*First Name*

*Middle Initial*

**School**

**Bus Number**

**Trip Number, if applicable**

**STATEMENT OF MISCONDUCT:** The student named above has violated the following rule or standard of conduct and has demonstrated the behavior described below, which constitutes cause for discipline including, but not limited to, suspension of bus-riding privileges.

- |   |   |
|---|---|
| <input type="checkbox"/> Violation of safety procedures | <input type="checkbox"/> Tobacco/Alternative Nicotine/Vapor Product |
| <input type="checkbox"/> Destruction of property        | <input type="checkbox"/> Eating/Drinking/Littering                  |
| <input type="checkbox"/> Fighting/Pushing/Tripping      | <input type="checkbox"/> Rude/Discourteous/Annoying behavior        |
| <input type="checkbox"/> Excessive mischief             | <input type="checkbox"/> Unacceptable language                      |
| <input type="checkbox"/> Graffiti/Defacing the bus      | <input type="checkbox"/> Other _____                                |

Incident reported by: \_\_\_\_\_ on \_\_\_\_\_ at approximately ☐ AM ☐ PM

Incident investigated by: \_\_\_\_\_ on \_\_\_\_\_ at approximately ☐ AM ☐ PM

***Bus Driver's Signature***

***Date***

#### **DISCIPLINARY ACTION TAKEN:**

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

The above disciplinary action shall begin on \_\_\_\_\_

The above disciplinary action shall end on \_\_\_\_\_

***Principal/designee's Signature***

***Date***

#### **PARENTAL NOTIFICATION**

This report informs you of student misconduct on the bus. We encourage you to discuss the problem with the student and solve it before further disciplinary action is required. Students whose bus-riding privileges have been withheld shall not be eligible to transfer to another bus.

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## Access to Technology Resources

### ELECTRONIC MAIL/INTERNET

The District offers students, staff, and members of the community access to the District's computer network for electronic mail and Internet. Because access to the Internet may expose users to items that are illegal, defamatory, inaccurate, or offensive, we require all students under the age of eighteen (18) to submit a completed Parent Permission/User Agreement Form to the Principal/designee prior to access/use. All other users will be required to complete and submit a User 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;
- 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.

In addition, parents wanting to challenge information accessed via the District's technology resources should refer to Policy 08.2322/Review of Instructional Materials and any related procedures.

### GENERAL STANDARDS FOR USERS

Standards for users shall be included in the District's handbooks or other documents, which shall include specific guidelines for student, staff, and community member access to and use of electronic resources.

Access is a privilege—not a right. Users are responsible for good behavior on school computer networks. Independent access to network service is given to individuals who agree to act in a responsible manner. Users are required to comply with District standards and to honor the access/usage agreements they have signed. Beyond clarification of user standards, the District is not responsible for restricting, monitoring, or controlling the communications of individuals utilizing the network independently.

The network is provided for users to conduct research and to communicate with others. Within reason, freedom of speech and access to information will be honored. During school hours, teachers of younger children will guide their students to appropriate materials. Outside of school, families bear the same responsibility for such guidance as they exercise with information sources such as television, telephones, movies, radio, and other media that may carry/broadcast information.

### NO PRIVACY GUARANTEE

The Superintendent/designee has the right to access information stored in any user directory, on the current user screen, or in electronic mail. S/he may review files and communications to maintain system integrity and ensure that individuals are using the system responsibly. Users should not expect files stored on District servers or on District provided or sponsored technology services, to be private.

**Access to Technology Resources****RULES AND REGULATIONS**

Violations of the Acceptable Use Policy include, but are not limited to, the following:

1. Violating State and Federal legal requirements addressing student and employee rights to privacy, including unauthorized disclosure, use and dissemination of personal information.
2. Sending or displaying offensive messages or pictures, including those that involve:
  - Profanity or obscenity; or
  - Harassing or intimidating communications.
3. Damaging computer systems, computer networks, or school/District websites.
4. Violating copyright laws, including illegal copying of commercial software and/or other protected material.
5. Using another user's password, "hacking" or gaining unauthorized access to computers or computer systems, or attempting to gain such unauthorized access.
6. Trespassing in another user's folder, work, or files.
7. Intentionally wasting limited resources, including downloading of freeware or shareware programs.
8. Using the network for commercial purposes, financial gain or any illegal activity.
9. Using technology resources to bully, threaten or attack a staff member or student or to access and/or set up unauthorized profiles or sites, including but not limited to social media sites.

Additional rules and regulations may be found in District handbooks and/or other documents. Violations of these rules and regulations may result in loss of access/usage as well as other disciplinary or legal action.

**RELATED POLICIES AND PROCEDURES:**

08.2322

09.14



### Access to Technology Resources

#### **DEFINITION**

~~Technology resources include access to information through 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 “technology resources.”~~

#### **ACCESS**

~~Students shall be granted comprehensive access to the system only if the Acceptable Use Policy (AUP) 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.~~

~~In order to maintain access, students must complete an age appropriate Internet safety program each school year.~~

~~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.~~

#### **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 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.

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, harass, intimidate, or attack 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.

**Access to 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.~~

**FCPS 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;
- secure information or data, on paper or in electronic formats;
- help to maintain system security by not sharing account information, including passwords; 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;
- share sensitive information or data, except as authorized and with formal agreements that ensure third parties will adequately protect it;
- disclose student educational records including any student information or data, except as permitted by the Family Educational Rights and Privacy Act (FERPA), state and federal laws, and District Board policies and procedures;
- 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.

**FCPS Technology Resources Acceptable Use Forms**

**EMPLOYEE RESPONSIBILITIES AND RULES FOR TECHNOLOGY USE**

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 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 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 Fayette County Public Schools. Prior to students being granted independent and comprehensive access this form must be completed for students under 18 years of age:

**FAYETTE COUNTY PUBLIC SCHOOLS STUDENT ACCEPTABLE USE POLICY**

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) outlines 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 District will utilize the following strategies to help keep users safe.

- ~~Internet safety and d~~Digital citizenship instruction for students will ~~be completed~~~~take place~~ each year.
- Teachers and staff will actively monitor permitted student technology use within the classroom.
- Internet access will be restricted as required by state and federal regulations and 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**

~~The District expects parents/guardians to partner with us in teaching students to use available technology safely and appropriately. Although FCPS devices are monitored and every effort is made to prevent inappropriate use, it's impossible to block all unsuitable content. Parents are accountable for overseeing what students access through any non-District wireless or cellular connection, as these are not maintained by the District. Parents are responsible for monitoring student activity on FCPS devices when used outside of class. The District is not liable for any damage or loss resulting from the use of personal devices in the school setting.~~

~~The District expects parents/guardians to partner with us to teach students to use available technology safely and appropriately. While the District will make every effort to prevent inappropriate use, it is impossible to block all inappropriate content. Likewise, any wireless 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.

**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.

**FCPS Technology Resources Acceptable Use Forms****EXAMPLES OF UNACCEPTABLE USE INCLUDE (BUT ARE NOT LIMITED TO):**

- Use ~~school and/or personal~~ technology only at approved times for appropriate purposes.
- ~~Create 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).
- Intentionally bypassing network filtering to access unapproved content.
- 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, bypassing security, connecting unapproved devices, etc.).
- Use the school network for personal gain, entertainment, political promotion or activities unrelated to school.
- Violate copyright laws or commit plagiarism, with or without the use of Artificial Intelligence including, but not limited to, the copying of software images, 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 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 purposes at appropriate times.~~

~~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 or cellular connection.~~

**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 ~~educational~~of these learning sites require student accounts. Sometimes the district or teachers are able 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.

**FCPS Technology Resources Acceptable Use Forms****CONSENT FOR USE**

By signing this form, you hereby accept and agree that your child's rights to use the electronic and physical 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. 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, your child ~~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.**

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As a student of Fayette County Public Schools, 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 school unless I rescind consent in writing.

\_\_\_\_\_  
Parent Signature Printed Parent Name Date



## Educational Media and Materials

### STAFF RESPONSIBILITIES

Selection of library books and educational media shall be a joint effort involving teachers, ~~the~~ library media ~~specialist~~staff, and students and must correlate with curriculum needs.

In schools with SBDM school councils, the council shall consult with the school ~~library~~ media ~~specialist~~librarian on the maintenance of the school library media center.

Identification of specific titles may be chosen ~~with the aid of credible selection tools, such as published reviews, by various techniques, including:~~

- ~~1. Directly examining potential materials;~~
- ~~2. Reading published reviews from reputable selection tools;~~
- ~~3. Visiting evaluation centers; and~~
- ~~4. Examining exhibits at conferences.~~

### STUDENT/PARENT RESPONSIBILITIES

~~Students or parents shall pay the District the full value of library books that are lost, damaged, or destroyed while borrowed by the students.~~

~~Students who do not return library books, or return damaged books, may be assessed a fine up to at the end of the year or who do not pay assessed damages, including the full value of any book, shall not be permitted to borrow library books during the next school year. Upon payment of the fine or value of the book to the school librarian, the student may regain the privilege to borrow library books.~~

### SELECTION

1. Elementary and secondary media advisory committees may be established to define different grade and subject content requirements.
2. The basic collection may be chosen from standard media selection aids.
- ~~3.~~ Sets of materials and materials acquired by subscription shall be examined carefully and purchased only to fill a definite need.
- ~~3.4.~~ Selection may also be based on needs identified through an analysis of the current collection.
- ~~4.5.~~ Final choices of new materials shall be made by ~~professional~~the library media ~~specialist~~personnel in cooperation with the Principal in each school.
- ~~5.6.~~ Items which are worn, damaged, or lost shall be replaced periodically.

### GIFTS

Gifts of materials shall be accepted in accordance with Board policies 03.1322/03.2322.

**Educational Media and Materials****DISCARDING MATERIALS**

Selection is an on-going process that should include recommending the removal of materials no longer appropriate. Materials which become out-of-date or are no longer useful should be withdrawn from the collection. Decisions by the school ~~library media specialists~~librarians to discard print and nonprint materials shall be based on evaluation criteria ~~and communicated to the Coordinator of Media Services.~~

~~The Coordinator of Media Services Center shall then give a detailed list of books which are to be disposed of to the Director, Physical Support Services on a semi-yearly basis. The Director shall then seek Board approval for appropriate disposal under the Model Procurement Code.~~