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25-ORD-416

December 18, 2025

In re: Ricky Ladd/Graves County School District

**Summary:** The Graves County School District (“the District”) did not violate the Open Records Act (“the Act”) when it withheld records that were “preliminary drafts” or “notes” under KRS 61.878(1)(i).

***Open Records Decision***

Ricky Ladd (“the Appellant”) submitted a request to the District for a copy of “a document that briefly disclosed parts of the contents of the [superintendent’s] new contract,” from which the Appellant alleged “the Board Chair read” at the May 2025 school board meeting before the board approved the contract. In a timely response, the District denied the request on the grounds that the records requested were “preliminary drafts and notes pursuant to KRS 61.878(i)” [sic]. This appeal followed.

KRS 61.878(1)(i) exempts from disclosure “[p]reliminary drafts, notes, [and] correspondence with private individuals, other than correspondence which is intended to give notice of final action of a public agency.” A preliminary draft is “a tentative version, sketch, or outline” of a final document. 05-ORD-179. Preliminary drafts “by their very nature are rejected when a final [version] is approved.” 24-ORD-193. Thus, a preliminary draft does not lose its preliminary status when the agency takes final action. *See, e.g.*, 21-ORD-089. Notes are records “created as an aid to memory or as a basis for a fuller statement.” 05-ORD-179. As such, like preliminary drafts, notes retain their preliminary status after final agency action. *See, e.g.*, 21-ORD-168.

Here, the Appellant argues that “the document ceased being a preliminary draft the moment it was used as the official public statement during an open meeting and as part of the agency’s final action.” The District, however, asserts “the board chair did have various handwritten notations setting forth thoughts for consideration regarding various meeting topics, including the superintendent’s contract” and referred to those notes “at times during the meeting, but the notations were not read as a whole into the record, verbatim.” In general, a document does not “forfeit its

preliminary status” under KRS 61.878(1)(i) merely by virtue of having been used in some manner at a public meeting. 15-ORD-087. Furthermore, the District points out that the final agency action in this case was the approved contract, which has been provided to the Appellant.

“Notes used to give a speech remain exempt under KRS 61.878(1)(i) after the speech is given.” 25-ORD-134 n.3; *see also* 24-ORD-193; 21-ORD-168. Likewise, “[a]n outline or draft, which is not strictly followed in delivering a speech, is not the final version of a speech, and therefore remains exempt after the speech is delivered, just as notes do.” 25-ORD-134. Accordingly, the District did not violate the Act when it withheld the board chair’s notations as “preliminary drafts” or “notes” under KRS 61.878(1)(i).

A party aggrieved by this decision may appeal it by initiating an action in the appropriate circuit court pursuant to KRS 61.880(5) and KRS 61.882 within 30 days from the date of this decision. Pursuant to KRS 61.880(3), the Attorney General shall be notified of any action in circuit court, but shall not be named as a party in that action or in any subsequent proceedings. The Attorney General will accept notice of the complaint emailed to OAGAppeals@ky.gov.

**Russell Coleman**  
Attorney General

/s/ James M. Herrick  
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Assistant Attorney General

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Distributed to:

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