



# Commonwealth of Kentucky

## CONTRACT

KAS TO FORM  
A.M.H. 6.15.2023

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Document Description: Read to Achieve(RTA):Reading Diagnostic &amp; Intervention Grant

Cited Authority: FAP111-44-00  
Memorandum of Agreement

Reason for Modification:

**Issuer Contact:**Name: Shelby Power  
Phone: 502-564-1980  
E-mail: shelby.power@education.ky.gov**Vendor Name:**  
JEFFERSON COUNTY BOARD OF EDUCATION  
  
3332 NEWBURG RD  
  
LOUISVILLE KY 40218**Vendor No.** KY0035849  
**Vendor Contact**  
Name: CORDELIA HARDIN  
Phone: 502-485-3353  
Email: CORDELIA.HARDIN@JEFFERSON.KYSCHOOLS.US**Effective From:** 08/15/2023**Effective To:** 06/30/2024

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY24 RTA Reading Diagnostic & Intervention Grant	\$0.000000	\$280,000.00	\$280,000.00

**Extended Description:**

Service Date: August 15th, 2023 - June 30, 2024

Accounting Template: E7315  
100% General Funds

MUNIS#: 15RK

Scope of Work: As specified in KRS 158.792, the Reading Diagnostic and Intervention Fund (RDIF) provides funding for purchase of high-quality instructional resources in structured literacy for tier two and/or tier 3 reading instruction and pay for extended time or release time for teachers to engage in accompanying vendor-directed high quality professional learning of the new or existing instructional resources. Therefore, a district/school shall use funding to purchase instructional resources in structured literacy for tier two and/or tier 3 reading instruction that are High-Quality Instructional Resources (HQIR), which the KDE defines as being:

Aligned to the KAS for Reading and Writing  
Research-based and/or externally validated.  
Comprehensive to include engaging texts (books, multimedia, etc.) and assessments.  
Based on fostering vibrant student learning experiences.  
Culturally relevant, free from bias; and  
Accessible for all students

Method of Payment: One-time payment upon approval of contract.

Shipping Information:	Billing Information:
	KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW  Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$280,000.00
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### Memorandum of Agreement Template

Revised January 2023

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Education (“the Commonwealth”) and Jefferson County Public Schools (“the Contractor”) to establish an agreement for the Reading Diagnostic and Intervention Fund (RDIF) which provides funding for purchase of high-quality instructional resources in structured literacy. The initial MOA is effective from August 15<sup>th</sup>, 2023, through June 30<sup>th</sup>, 2024.

#### Scope of Services:

As specified in KRS 158.792, the Reading Diagnostic, and Intervention Fund (RDIF) provides funding for purchase of high-quality instructional resources in structured literacy for tier two and/or tier 3 reading instruction and pay for extended time or release time for teachers to engage in accompanying vendor-directed high quality professional learning of the new or existing instructional resources. Therefore, a district/school shall use funding to purchase instructional resources in structured literacy for tier two and/or tier 3 reading instruction that are High-Quality Instructional Resources (HQIR), which the KDE defines as being:

Aligned to the KAS for Reading and Writing

Research-based and/or externally validated.

Comprehensive to include engaging texts (books, multimedia, etc.) and assessments.

Based on fostering vibrant student learning experiences.

Culturally relevant, free from bias; and

Accessible for all students

#### Goals & Deliverables:

Commit to assurances (see attached).

Utilizing the KAS for Reading and Writing, develop a shared vision for what structured literacy reading intervention instruction and learning will look like for the teachers and students whom the school serves (see RW Consumer Guide, p. 4). The shared vision must include plans to:

Focus on the KAS for Reading and Writing and the cognitive processes and skills involved for students to learn to read;

Actively engage teachers in understanding the KAS for Reading and Writing and evidence based instructional practices for structured literacy;

Facilitate collaborative teacher interaction addressing models of instructional practice to support tier two and/or tier three reading instruction.

Evaluate and select the HQIR by using the Reading and Writing Instructional Resources Alignment Rubric to ensure the selected structured literacy resources needed for modification of instruction (tier two and/or tier three) align to the KAS for Reading and Writing (see RW Consumer Guide Step 3 for guidance).

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The KDE's Reading and Writing Instructional Resources Consumer Guide (RW Consumer Guide) outlines four steps school and district instructional resource review teams may follow as they seek out high-quality resources, evaluate their effectiveness and ultimately select them for use in schools. Before making a final selection, review teams should determine the best tier 2 or 3 reading instructional resource(s) for meeting their school's instructional vision and their student needs using the KDE's Instructional Resources Alignment Rubrics for K-2 Rubric or 3-12 Rubric, one of the key tools included in step 3 of the process for selecting HQIRs, according to the RW Consumer Guide.

All teachers who will be implementing the newly purchased or existing HQIR shall engage in professional learning:

Aligned to the characteristics of High-Quality Professional Learning (HQPL); and

Aligned to the KAS for Reading and Writing

Submit a professional learning plan for KDE approval that aligns to the characteristics of HQPL on the HQIR and demonstrates how and when teachers will be trained on the new or existing structured literacy reading intervention resources (see RW Consumer Guide for guidance) including a description and number of hours of professional learning on the selected HQIR implemented in the school within the school year.

#### **Reporting:**

Per KRS 158.792, the KDE shall promulgate administrative regulations to establish the minimum evaluation process for annual review of each grant recipients' program and progress. Evaluating the initial effectiveness of the newly purchased structured literacy instructional resources and accompanying professional learning for the implementation of the resource will include the following below.

#### **Pricing:**

MUNIS

Code	Description	Amount
0111	Extended Day	\$ 5,040.00
0113	Other Certified	\$ 58,180.00
0120	Certified Substitute	\$ 16,040.00
0321	Workshop Consultant	\$ 38,480.00
0322	Educational Consultant	\$ 16,999.00
0335	Professional Consultant	\$ 4,000.00
0339	Other Professional Services	\$ 17,200.00
0643	Supplemental Books, Study Guides & Curriculum	\$ 50,735.00
0644	Textbooks & other Instructional Materials	\$ 17,874.00
0650	Supplies - Technology Related	\$ 55,452.00
<b>Total</b>		<b>\$ 280,000.00</b>

This contract is for J Graham Brown School, Middletown Elementary, Portland Elementary, Shelby Academy, Slaughter Elementary, Trunnell Elementary and Tully

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Elementary. Each school will receive \$40,000 for this grant. Thus, \$280,000 is the total contract amount for Jefferson County Public Schools.

One-time payment upon approval of contract.

Remit all invoices, bills, or requests for payment to: Shelby Power, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Blvd, 5<sup>th</sup> Floor, Frankfort, KY 40601, or email shelby.power@education.ky.gov.

### **KENTUCKY DEPARTMENT OF EDUCATION** **ADDITIONAL TERMS AND CONDITIONS**

#### **Discrimination**

**The contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504), and applicable federal regulations relating thereto set forth at 34 C.F.R. Part 104 prohibiting the exclusion of participation, denial of benefits, or discrimination of any qualified individual under any program or activity.**

#### **Choice of Law and Forum**

**The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms.**

**Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.**

#### **Requirements for Reporting to Kentucky Teachers Retirement System:**

Please note that, if contractor is a current retiree of the Kentucky Teachers Retirement System (KTRS), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would occur, regardless of whether a contract is awarded to the individual directly, or to another legal entity for which the individual works.

Accordingly, if a contractor proposes to use such individuals to perform the work, the contractor is strongly encouraged to check with KTRS to determine what requirements apply, before entering into a contract. The KTRS help desk number is 1-800-618-1687.

Furthermore, as a condition of any successful contract award, any information on such retirees (as defined and required by KTRS) must be submitted prior to any services being performed by said individuals under this contract.

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As a firm condition of this contract, the contractor shall be financially responsible for any failure by such current or potential retirees to properly report information concerning their retirement status, during the life of any contract awarded.

### **508 Compliance**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.1. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.2, to the extent the vendor's products or services may be covered by that act.

Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Vendor will use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content, which are incorporated by reference.

### **Family Educational Rights and Privacy Act**

If during the course of this agreement, KDE discloses to the contractor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required by KDE.

### **Data Security and Breach Protocols**

Contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

A Social Security number;



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A taxpayer identification number that incorporates a Social Security number;

A driver's license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government;  
or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The contractor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site

to my immediate supervisor, Associate Commissioner, and

to the KDE Office for whom I perform work under the contract with KDE.

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The contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the contractor for any violation of the Identity Theft Prevention Reporting Requirements.

The contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

Security Policies, Standards and Procedures - Commonwealth Office of Technology (Kentucky)

#### **Student Data Security**

Pursuant to KRS 365.734 (House Bill 232 (2014)), if contractor is a known cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates cloud computing services"), or, through service to agency, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. The contractor shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data".

With a written agreement for educational research, contractor may assist an educational institution to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.

Pursuant to KRS 365.734, contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734, contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734, contractor shall certify in writing to the agency that it will comply with KRS 365.734(2).



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### **Funding**

This contract authorizes funding for the contract period based upon the availability of funds.

The Kentucky Department of Education reserves the right to withhold or cease funding for non-performance, or breach, during the life of the contract, if it is in the best interest of the Commonwealth to do so.

### **ASSIGNMENT OF COPYRIGHT**

Whereas, the Contractor may create, contribute to the creation, and/or have ownership interest in certain original works of authorship created pursuant to the terms of this contract;

And whereas, the Kentucky Department of Education ("KDE") desires to acquire the entire interest of the Contractor in the original works of authorship created pursuant to the terms of this contract, and any copyrightable material which may be created pursuant to the terms of this contract;

Now therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Contractor, hereby irrevocably assigns and transfers to KDE, its legal representatives, successors and assigns, all right, title, interest, and ownership in the original works of authorship and any copyrightable material which may be created pursuant to the terms of this contract, including copyrights, copyright registrations, and the right to procure United States and foreign copyrights registrations thereon, together with the right to prepare derivative works in all media, including current and yet to be developed electronic media, secure renewals, reissues, and extensions of any such copyright registrations, including in any foreign county, and the right to publicly display and make copies of the original works of authorship or derivative works in all media and forms of expression and communication now known or later developed, which interests and rights shall be held to the full end of the term for which such copyrights or any extension thereof is or may be granted.

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**Memorandum of Agreement Standard Terms and Conditions  
Revised January 2023**

**1.00 Effective Date**

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**2.00 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**3.00 Cancellation Clause**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**4.00 Funding Out Provision**

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

**5.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

#### **6.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

#### **7.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

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under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

#### **8.00 Discrimination**

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration

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for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,

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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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#### Approvals

**This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.**

#### 1st Party:

\_\_\_\_\_  
**Signature**                      **Title**                      for Commissioner

Karen Wirth  
**Printed Name**                      **Date**

#### 2nd Party:

\_\_\_\_\_  
**Signature**                      **Title**                      Superintendent

Martin Pollio  
**Printed Name**                      **Date**

**Approved as to form and legality:**

Approved in eMARS

\_\_\_\_\_  
**Kentucky Department of Education Attorney**