

FLOYD COUNTY BOARD OF EDUCATION Tonya Horne-Williams, Superintendent 442 KY RT 550 Eastern, KY 41622 Telephone (606) 886-2354 Fax (606) 886-4550 www.floyd.kyschools.us

William Newsome, Jr., Board Chair - District 3 Linda C. Gearheart, Vice-Chair - District 1 Dr. Chandra Varia, Member - District 2 Keith Smallwood, Member - District 4 Steve Slone, Member - District 5

DATE: 4/9/25

CONSENT AGENDA ITEM: Consider/Retroactive Approval of Positive Pay agreement with Community Trust Bank.

APPLICABLE STATUTE(S), REGULATION(S), BOARD POLICY/PROCEDURE(S): BOE Policy 01.1

FISCAL/BUDGETARY IMPACT: N/A

HISTORY/BACKGROUND: Checks written will be uploaded to Community Trust Positive Pay and daily approval by the finance staff of checks clearing the Community Trust payroll and general fund account.

RECOMMENDED ACTION: Approve as presented.

CONTACT PERSON: Tiffany Warrix Campbell, Director of Finance

CONTACT PERSON: Tiffany Warrix Campbell, Chief Finance Officer

SUPERINTENDENT

ACH Debit Block

I, Floyd Co BOE (Tiffany Campbell) hereby attest that I have examined my 4002871129 on April 4 only the following transaction(s) are to post to my account: Company ID Company Name Sec Code Amount	Account Num
I, Floyd Co BOE (Tiffany Campbell), hereby attest that I have examined my 4002871129, on April 4, 2025 and that only the followard transaction(s) are to post to my account: COMPANY ID COMPANY NAME SEC CODE AMOUNT	lowing ACH d
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automatically paid include fees generated for/by Community Trust Bank Inc. and Banking Originated ACH debits.	
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Date last revised: December 2023

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^{*}Fax completed form to the EIP Dept at 606-218-8266/Send original to mail code 82101

ACH Debit Block

For any deviation to the above list, the Bank may attempt to contact the designee be not contacted, Company approves for the Bank to return all other ACH debit Originator using the code R29 (Corporate Customer Advises Not Authorized). automatically paid include fees generated for/by Community Trust Bank Inc. and Banking Originated ACH debits. NAME BUSINESS PHONE CELL/OTHER CONTACT NUMBER	idean
I, Floyd Co BOE (Tiffany Campbell) , hereby attest that I have examined my 4004788222 , on April 4 , 2025 and that only the fortransaction(s) are to post to my account: COMPANY ID	143011
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Tiffany Campbell () - (606) 226 - 0687 () - () - () - () - () - () - () - ()	UNT/RANGE
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Tiffany Campbell () - (606) 226 - 0687 III	Email Address
Company authorizes Bank to debit the above Account Number for the ACH Debit Bl may change its fees from time to time upon written notice to the Company. These fee any other depository account fees. Either party may terminate this Agreement upon written notice to the other provided he Financial Institution may terminate this agreement without written notice immediately to	iffany,warrix@floyd.kyschools
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determination that the Company is in violation of the ACH rules. If the company initiat	
termination, such termination shall be effective on the second business day following	
	uie uay ui
Financial Institution's receipt of written notice of such termination.	
Dy signing this form I attest that I am an authorized signer or atherwise have such as	
By signing this form, I attest that I am an authorized signer, or otherwise have authorit	44a -a4 -a4 - 12
account identified in this statement and attest that the information provided on this sta	
correct. I understand that all other ACH debit transactions will be returned on the abo	itement is true a

Date last revised: December 2023

^{*}Fax completed form to the EIP Dept at 606-218-8266/Send original to mail code 82101

Action: ☑ New BEB 775124] Update
Positive Pay Types:	Reconciliation Types:
	Full Reconciliation
ACH Positive Pay	Partial Reconciliation
Reverse Positive Pay	
☐ Payee Positive Pay	
This agreement is made and	entered into this 4th day of April, 2025, by and between COMMUNITY
TRUST BANK, INC., of 346 N. Ma	ayo Trail, Pikeville, KY 41501, (hereafter referred to as "Financial
	ard of Education (hereinafter referred to as "Customer(s) and/or

WHEREAS, Company maintains certain accounts at Financial Institution; and

WHEREAS, Company has requested that Financial Institution facilitate the Company's detection of unauthorized and/or altered checks drawn on accounts of the Company; and

WHEREAS, Positive Pay is a cash management service that helps reduce incidents of check fraud; and

WHEREAS, Company and Financial Institution desire to use Positive Pay to detect unauthorized and/or altered checks drawn on the accounts of the Company that are maintained at Financial Institution.

NOW, THEREFORE, in consideration of mutual covenants and undertaking set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Term.</u> The Term of this Agreement shall commence on April 4th, 2025, and shall continue through April 4th, 2026. The Term of this Agreement shall be extended thereafter for consecutive one-year periods unless either Party gives written notice to the other Party of its election to terminate this Agreement at least thirty (30) days prior to the end of the Term then in effect.
- 2. <u>Authorized Representative</u>. Company shall provide Financial Institution with a list of names of the individuals who are authorized to make payment decisions with respect to the Positive Pay and Account Reconciliation Services (hereafter referred to as "Services"). See (Schedule B) for Positive Pay and Account Reconciliation Delegation of Authority form. Company shall also provide contact information for the authorized representatives (see Schedule H Authorized Representative of the Company Contact Information).
- 3. <u>Account Information</u>. All accounts reserved for Positive Pay and/or Account Reconciliation shall be listed on **Schedule G** Designated Accounts for Positive Pay and Account Reconciliation.
- 4. <u>Upload of Companies Transactional Information</u>. The Positive Pay file information shall be uploaded and/or manually entered before disbursing checks. Positive Pay files can be uploaded and/or manually entered into the Financial Institutions system using the Financial Institution's Business Electronic Banking product (See Schedule I) or Remote Transmission via FTP to Financial Institution's Third Party Processor. Files uploaded shall be processed on banking dates as set for in Schedule C Input File and Decisioning Specificiation Schedule and Schedule E Holiday Schedule. Company shall upload such information identifying Companies' transactional information, including account number, serial number, date, amount, payee, and any other information, as needed.

Revised: 03.11.2024

Company(s)").

☑ Uploaded within Business Electronic	Uploaded by Remote Transmission via FTF
Banking	

5. Security Procedures. Company will conform all files to the format, content, data encryption, and other specifications contained in the Rules. Certain procedures, including the use of passwords, encryptions. identification codes, logon identifications, personal or location identification number ("PINS"), repetitive codes, tokens and other security devices, systems and software, designed to verify the origination (but not errors in transmission or content) of instructions, orders, entries and other communications sent by Financial Institution and customer may be used in connection with services. Customer agrees that any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. Financial Institution shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where the Financial Institution reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to input files and access information in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the Service. See (Schedule F) for security procedures.

Company is required to execute Financial Banking Institute's Business Internet Banking product to input all files and maintain the Financial Institution's Business Electronic Banking at all times (See Schedule I).

- 6. <u>Financial Institution Obligations</u>. In a timely manner and in accordance with the Rules, Financial Institution will process files received from Company which comply with the terms of this Agreement, including the Security Procedures. Financial Institution shall have no obligation to process files if Company is in default of any of its obligations under this Agreement, including any obligation to pay Financial Institution. Financial Institution reserves the right to return any transaction.
- 7. Presentment, Payment, Exceptions, or Return. On the banking day following presentment of any transaction at the Financial Institution, Company shall, by the deadlines established (See Schedule C Input File and Decisioning Specificiation Schedule and Schedule E- Holiday Schedule), make all payment decisions on transactions before the established time.
 - I. For all transactions in which the transactional information matches the input file provided by the Company, the transactions shall be deemed authorized by Company to be paid by the Financial Institution without further examination by the Financial Institution.
 - II. For all transactions in which the transactional information does not match the input file provided by the Company (hereinafter referred to as "Exceptions"), Company shall review such Exceptions to determine the appropriate action. Company shall make the necessary decisions to these Exceptions before the deadlines established.
 - III. For all Check Exceptions not identified before the established time by Company, Financial Institution shall, by the deadlines established (See Schedule C –Input File and Decisioning Specificiation Schedule and Schedule E- Holiday Schedule) pay all check transactions. For all ACH Exceptions not identified before the established time by Company, Financial Institution shall return all ACH transactions.
 - IV. Financial Institution reserves the right to return any transaction.
- 8. <u>Warranties</u>. Company represents and warrants, as of the date of this Agreement and at the time any Service is used or performed, that:
 - I. Company is a valid and active organization and in good standing under the laws of the jurisdiction in which it is incorporated:
 - II. Company has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it;

- III. This Agreement has been duly authorized and executed by Company and constitutes its legal, valid and binding obligation; and
- IV. Company shall comply with the terms of all government regulations including, but not limited to, the Electronic Funds Transfer Act and Regulation E, if applicable, or Uniform Commercial Code Article 4A, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. Company shall indemnify and hold harmless Financial Institution against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.
- V. The Company waives any claim of wrongful dishonor for any transaction returned to Financial Institution based on the following:
 - a. The Company did not provide timely instructions to pay transactions appearing on the Exception list; or
 - b. The Company instructed the Financial Institution to return the transaction.
- 9. <u>Data Retention</u>. Company shall establish Security Procedures to safeguard data and electronic information during the retention period to prevent the risk of theft; reproduction; unauthorized use; or the possibility of any fraudulent activity. After this retention period, Company shall destroy and dispose of data and electronic information. Company shall establish procedures to destroy, in a reasonable period of time, all data and electronic information.

Financial Institution will maintain a record data so that adjustments can be made should the need arise. Financial Institution shall retain data or electronic information for a reasonable period of time in order to verify settlement and credit or to balance periodic statements. Financial Institution shall establish Security Procedures to safeguard all data and electronic information, during the retention period to prevent the risk of theft; reproduction; unauthorized use; or the possibility of any fraudulent activity. After this retention period, Bank shall destroy and dispose of data and electronic information. Financial Institution shall establish procedures to destroy, in a reasonable period of time, all data and electronic information.

- 10. Fees. Company authorizes Financial Institution to debit its designated Account for services provided under the Agreement in accordance with the schedule of fees and charges attached to this Agreement as (Schedule D). Financial Institution may change its fees from time to time upon written notice to Company. These fees are an addition to any other depository account fees.
- 11. Liability. Financial Institution shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall Financial Institution have any liability for any consequential, special, punitive, or indirect loss or damage which Company may incur or suffer in connection with this Agreement. In addition, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, or other conditions beyond Financial Institution's control. Financial Institution shall not be held liable for any delay by the Company to access and identify the transactions on the Positive Pay, nor shall it be held liable for the failure of Company's third party to process any such transaction, or for other acts of omission. Financial Institution shall not be responsible for any liability, loss or damage resulting from a payment which is unsigned, bears the forged or unauthorized signature of Company, the return of any check to depositary bank, or the return of an ACH to the originating bank. Financial Institution shall not be liable for any unauthorized users or incorrect data that is uploaded into the Financial Institutions system using the Financial Institution's Business Electronic Banking product or Remote Transmission via FTP to Financial Institution's Third Party Processor.
- 12. <u>Amendments to Agreement</u>. From time to time, Financial Institution may amend any of the terms and conditions contained in this Agreement, including any part of Schedules attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be

stated in Financial Institution's notice to Company. The amendment to any of these schedules or other schedules shall become part of the entire original agreement.

- 13. Inspection. Upon reasonable notice from Financial Institution to Company, Financial Institution shall have the right to inspect Company's books and records and to make on-site visits to any and all Company locations with regard to all information deemed by Financial Institution to be necessary or pertinent to Company's use of services provided by Financial Institution under this Agreement. Information subject to Financial Institution's right of inspection shall include all information maintained by Company with respect to Company's customers, clients, vendors and processors (including audits) if, in the opinion of Financial Institution, Company's relationship with such customers and clients is materially related to Company's services conducted through Financial Institution under this Agreement. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements are being followed with respect to those addressed in the Rules. Further, Financial Institution reserves the right to request the Company to supply a self-audit report showing its adherence to the terms, conditions, policies, and security procedures of this Agreement. The Company shall provide self audit within 15 days of request.
- 14. Termination of Agreement. Either party may terminate this Agreement upon written notice to the other; provided, however, that Financial Institution may terminate this agreement without written notice immediately upon its determination that Company is in violation of the Rules or applicable laws, or if Company initiates any bankruptcy proceeding or is otherwise declared insolvent. If Company initiates termination, such termination shall be effective on the second business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Any termination of this Agreement shall not affect any of Financial Institution's rights or Company's obligations with respect to any Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement. Company's obligation with respect to any Entry shall survive termination of this Agreement until any applicable statute of limitation has elapsed. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Financial Institutions, addressed to:

Community Trust Bank, Inc. 346 N Mayo Trail Pikeville, KY. 41501 Attention: Stephanie L. Hudson

And, if to Company, addressed to: Floyd County Board of Education 442 KY Route 550 Eastern, KY. 41622 Attention: Tiffany Warrix Campbell

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

- 15. <u>Attachments</u>. This Agreement includes the attached (Schedules A through I), which schedules are subject to amendment and are to be incorporated and included as part of this Positive Pay and Account Reconciliation Agreement between Financial Institution and Company with respect to the subject matter and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter.
- **16.** Confidentiality. The Recipient of any Confidential Information shall not, in any way, use or disclose any Confidential Information of Discloser except as necessary or with Discloser's prior written consent.

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Recipient shall not disclose or otherwise make available any Confidential Information of Discloser to anyone except those of its employees, attorneys, agents, and consultants who need to know the Confidential Information and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Agreement. Each party shall safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own Confidential Information of like kind. Neither party shall disclose any information of the other party in violation of any confidentiality obligations to, or proprietary rights of, any third party. If Recipient is compelled by law to disclose Confidential Information of the Disclosure, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the disclosure. Recipient shall use commercially reasonable efforts to limit any such disclosure, to the extent required and to obtain confidentiality protections to the extent reasonably practicable. The Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the Discloser shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of the Agreement by the Recipient. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. Upon any termination of this Agreement and at the Discloser's written request, Recipient shall return to Discloser or destroy (at the option of Discloser) all tangible materials embodying Confidential Information of Discloser disclosed to Recipient pursuant to this Agreement. Notwithstanding the conditions set forth in this section, confidential information of the Discloser shall be treated as confidential and safeguarded hereunder by the Recipient indefinitely or until the information becomes generally available to the public.

- 17. <u>Assignment</u>. Company may not assign this Agreement or any of the rights or duties hereunder without Financial Institution's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.
- 18. <u>Waiver</u>. Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.
- 19. <u>Severability.</u> In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 20. <u>Notice</u>. Financial Institution shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the authorized representatives whose names and signatures are set forth in this Agreement and the implementation process and forms.
- 21. <u>Entire Agreement</u>. This agreement incorporates all schedules and all other documents that come after the parties signatures on this page of the agreement and all these documents and schedules are considered to be part of this agreement.
- 22. <u>Governing Law Venue</u>. This Agreement shall be governed by the UCC and construed in accordance with the laws of the Commonwealth of Kentucky. The venue of any litigation between the parties shall be Pike County, Kentucky.
- 23. <u>Headings.</u> The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

COMMUNITY TRUST BANK, INC.	CUSTOMER(S) and/or.COMPANY(S)
Financial Institution	Imm St. (ello)
Signature	Signature
David Tackett	Tonya K. Williams
Printed Name	Printed Name
EVP/Regional President - Eastern	Superintendent
Title	Title H-9-25
Date	Signature Signature Tiffany Warrix Campbell Printed Name Chief Financial Officer Title 4/9/25
	Date

Schedule A Glossary

"Account" means a demand deposit account or other deposit account Company has with Financial Institution that Financial Institution permits to be linked to a Service.

"Account Reconciliation" is an accounting process used to compare two sets of records to ensure the figures are in agreement and are accurate.

"Agreement" means the Agreement for Positive Pay and Account Reconciliation, which may change from time to time. All references to Agreement include all Schedules, Addendums and User Guides Financial Institution provides to Company from time to time.

"Company" means a business, also known as an enterprise or a firm, and is an organization involved in the trade of goods, services, or both to consumers and/or businesses.

"Consumer Account" means an account held by a participating depositor financial institution and established by a natural person primarily for personal, family or household and not for commercial purposes.

"Electronic Funds Transfer Act" means the law passed by the US congress in 1978, which set out the rights and obligations of consumers and their financial institutions regarding the use of electronic systems to transfer funds. This act is implemented in the Federal Reserve Bank's Regulation E.

"File" means a group of transactions in which these transactions are uploaded to the Financial Institution or Financial Institution's Third Party Processor by the Company.

"Password" means confidential, unique personal numbers, codes, marks, signs, public keys or other information composed of a string of characters used as a means of authenticating and accessing a Service.

"Positive Pay" is a cash management system used by a number of banks to help reduce incidents of check fraud.

"Regulation E" means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligation with regard to electronic fund transfers.

"Returns" mean any transaction, which cannot be processed and is being returned by the Financial Institution by the approval of the Company.

"Rules" mean the Rules and Regulations governing the process of checks.

"Security Procedures" means, unless we agree otherwise with you, the applicable security requirements and procedure for verifying the authenticity of Entries.

"Service" means the Positive Pay and Accounts Reconciliation Services and features of those services which Financial Institution may provide from time to time to Financial Institution's commercial or small business customers.

"Uniform Commercial Code Article 4A (UCC4A)" means the portion of the Uniform Commercial Code which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Fund Transfer Act of Regulation E. This law outlines the protections and responsibilities given to the parties to wholesale credit transactions, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

Schedule B

Positive Pay and Account Reconciliation Delegation of Authority

This form is used for **Company** to assign various levels of authority to upload, approve, access account reconciliation, and discuss application status with bank employees. This authority assignment will be used by bank personnel to contact company regarding Positive Pay and Account Reconciliation Delegation of Authority.

By signing below, Company(s) authorizes the incumbent of the specified position listed in Section A below, acting alone, to execute authority for services as assigned in section A below.

Services Authority Levels:

- A. No Role (User can enter issues, view reconciliation, and view decisions.)
- B. Setup Role (User can create and maintain templates.)
- C. Approval Role (User can approve issues, issue files, decision exceptions, and decision files.)
- D. Administrator Role (Administrator can create and maintain company user profiles.)

Company may designate one or more persons authorized to upload, approve, access account reconciliation, and discuss application status with bank employees. Financial Institution is entitled to rely on this delegation until written notice of its revocation and/or alteration is received by Financial Institution.

Guidelines for Completion

To delegate authority to specific individuals by name, fill out Section A requiring name, position and authority level. For each name, indicate "D for all" in the "Authority Level" column if the person has authority to perform all the services listed above. Otherwise, indicate specific Services for which the person has authority.

A. To Delegate Authority to Specific Individuals

Name 's '	Position ⁵	Authority Level
Tiffany Warrix Campbell	Chief Financial Officer	D

^{*}See Schedule H for the above individuals' contact information.

Client Authorization

Client Authorization Instructions: The same person who signed the Positive Pay Agreement form must sign this Positive Pay and Account Reconciliation Delegation of Authority form.

Customer(s) and	d/or Company(s)	Λ	
Tiffany Warrix Cam Officer	/ Superintendent htative Printed Name/Title pbell // Chief Financial htative Printed Name/Title	Signature Signature Signature	Date #/9/25 Date
Community Trus	st Bank, Inc.	_	
David Tackett // E	VP - Regional President -		
Eastern	-		
Financial Institution Re	epresentative Printed Name/Title	Signature	Date
☐ Amended		previous schedule B(s) and will be considered part of the origint dated day of, 20 .	nal Positive Pay and

Schedule C- Input File and Decisioning Deadline Specifications

Input File Specifications: All upload files must be received by Financial Institution within Business Electronic Banking or Remote Transmission via FTP to Financial Institution's Third Party Processor before the disbursing of checks. The uploaded files must be received by the Financial Institution or the Financial Institution's Third Party Processor no later than 10 p.m. local time Pikeville, KY before processing on the next business day.

<u>Decisioning Deadline Specifications:</u> All decisioning of transaction must be received by Financial Institution no later than 10 a.m. local time Pikeville, KY before processing of Financial Institution on that business day. All Check transactions not decisioned by Company before the established time shall be paid. All ACH transactions not decisioned by Company before the established time shall be returned.

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Schedule D - Fees

Fee Schedule: Company(s) authorizes Financial Institution to debit any of the following fees from Company's Account(s) from time to time as appropriate: Company's account number to be debited for all Positive Pay and Account Reconciliation fees ☐ Direct Charge ☐ Analysis Charge token security devices at no cost. The charge for additional required Company will receive token security devices will be based on the Financial Institution's current cost. Comments: No Charge for Business Customers Customer(s) and/or Company(s) Tonya K. Williams // Superintendent Company Representative Printed Name/Title Tiffany Warrix Campbell // Chief Financial Company Representative Printed Name/Title Community Trust Bank, Inc. David Tackett // EVP - Regional President -Eastern Financial Institution Representative Printed Name/Title Signature Date

Account Reconciliation Agreement dated _____ day of _____, 20 .

This amendment supersedes all previous schedule D(s) and will be considered part of the original Positive Pay and

Revised: 03.11.2024

Amended

BEB

Schedule E- Holidays

Use the internet to access the exact dates as provided by the Federal Reserve website at: http://www.frbservices.org/holidayschedules/index.html

Holiday Calendar: Financial Institution will be closed on the standard holidays observed by the Federal Reserve Bank. Company cannot decision exceptions on those days, as well as all Saturdays and Sundays.

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Schedule F- Security Procedures

Company is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Financial Institution. If Company believes or suspects that any such information has been accessed by an unauthorized individual, Company will verbally notify Financial Institution immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by Financial Institution prior to the notification and within a reasonable time period to prevent unauthorized transfers.

Data Security:

Limiting access and securely storing data used in Company's transactions is a critical data security precaution. Company's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between Company and Financial Institution using the following data protection methods: encryption and authentication.

- Encryption is a process of scrambling data content through hardware or software in order to protect the
 confidentiality of a file's contents. This information should remain encrypted between all parties in the
 ACH Network using commercially reasonable procedures and must be transmitted using security
 technology that is 128-bit RC4 technology (minimum standards).
- Authentication is a process of ensuring that files and data content have not been altered between the
 Orginator and receiving points. Like encryption, this can be done using hardware or software to ensure
 data integrity.

Transmittal of Input Files to the Financial Institution or Remote Transmission via FTP to the Financial Institution's Third Party Processor:

- Company will transmit files to Financial Institution via pre-arranged access to the electronic banking system or Remote Transmission via FTP to the Financial Institution's Third Party Processor utilizing agreed upon logon procedures and proper access identification.
- Files will be encrypted by Company before being transmitted to Financial Institution or the Financial Institution's Third Party Processor.

Should any of the above procedures not be met, the Financial Institution reserves the right, in its sole descretion, to reject the input files and Company will be notified by close of business on the following banking business day.

Best Practices:

The following are suggestions for the Company to consider as part of their security procedures. The recommendations come from a variety of industry sources but should not be considered as complete and Company should make themselves familiar with computing security procedures. Update antivirus software definitions; configure antivirus/antimalware software to update regularly and scan automatically; do not conduct online banking from public computers or connections; use of firewalls; block prohibited sites; block access to personal email or social network sites; do not share access credentials or tokens; consider the use of dual control for the input files and account reconciliation. It is essential that all systems used for any type of financial activity utilize regularly updated industry standard software which fully protects Company systems from viruses, malware, trojans and other threats. It is also a best practice to assure your systems are physically secured from unauthorized use.

Schedule G- Designated Account for Positive Pay and Account Reconciliation

Designated Account for Positive Pay and Account Reconciliation

Account Name	Indicate Positive Pay (PP) and/or Account Reconciliation (AR) Types	Account Number			
Floyd Co BOE - General	PP//AR	4004788222			
Floyd Co BOE – Payroll Clearing	PP/AR	4002871129			

Schedule H- Authorized Representatives of the Company Contact Information

Authorized Representatives of the Company(s) Contact Information: Please complete with name, title and numbers from Schedule B.

NAME	TITLE		PH	ONE		F	'AX	;	L/AFTER HOUR UMBER	Email Address
Tiffany Campbell	Chief Financial Officer	()	-	()	**	(606)	226-0687	tiffany.warrix@floyd.kyschools.us
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		()	-	17)	-	()	-	
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Tonya K. Williams // Superintendent	Jones St. Ulbs	4-9-25
Customer(s) and/or Company(s) Representative Printed Name/Title Tiffany Warrix Campbell // Chief Financial Officer	Signature	4/9/25
Customer(s) and/or Company(s) Representative Printed Name/Title	Signature	Date

	•
Amended BEB	This amendment supersedes all previous schedule H(s) and will be considered part of the original Positive Pay and Account Reconciliation Agreement dated day of, 20 .

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Schedule I



Business Electronic Services Agreement

Business Name (the "Company") Floyd County	Board of Education		
Mailing Address No Changes			
City	State	Zip	
Phone Number () -	_ Fax Number	()	-
E-mail address Please print e-mail address clearly. Make cert certain underscores (_), dashes (-), and per	tain the letters I, i, o and the nur iods (.) are properly placed an	mbers 1 and	f 0 are clearly represented. Make presented.

- Agreement This Agreement between the Customer and Community Trust Bank, Inc. (the "Bank") governs your use of Community Trust Bank's Business Internet Banking services (the "Services"). The terms and conditions of this Agreement are in addition to, and supplement, the terms, conditions, rules and regulations that apply to any of your existing Community Trust Bank accounts or services of Community Trust Bank which you currently use.
- 2. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky in which the Bank is chartered and has its main office.
- 3. Communications
- a) Hardware The Customer is responsible for selecting any and all necessary hardware including, but not limited to, modems, analog lines, or PC's. The Customer acknowledges that the Bank will not provide any hardware or recommendations for hardware. The Customer assumes full responsibility for any defect, malfunction, or interruption in service or security due to hardware failure.
- b) Internet Access The Customer is responsible for selecting a means of accessing the Internet, via an Internet Service Provider and communications software, or by other means. The Customer acknowledges that the Bank will not provide any software or recommendations for an Internet Service Provider. The Customer assumes full responsibility for any defect, malfunction, or interruption in service or security due to its Internet communications software or Internet Service Provider.
- 4. Risks of Using the Internet The Customer understands and acknowledges that the Internet is an unsecure, unstable, unregulated, and unpredictable environment and that its ability to use the Services is dependent upon the commercial or internal online service the Customer has chosen and is using, as well as the Internet and equipment, software, systems, data and services provided by various vendors and third parties (including telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers). The Customer understands that, while the Bank and

its service providers have established certain security procedures, such as firewalls and data encryption designed to prevent unauthorized access to accounts or transactions of the Customer, there can be no assurance that inquiries or transaction activity will be completely secure, or that access to the Services will be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. The Customer also understands that there may be times when access to the Services is unavailable for transactions. The Customer understands and agrees that the Bank, and its affiliates, is not responsible for any such delays or malfunctions, and is not responsible for the acts of third parties.

- 5. Passwords and Access Codes Postal Mail shall provide the Customer with their Company ID number, User Name and Password ("Codes") upon enrollment for the Services. The Customer will be provided with a single User Name and Password for Business Internet Banking. The user of the User Name and Password (the "Administrator") and the Customer are responsible for creating and maintaining subsequent user accounts for the Customer, including assigning and revoking access privileges for those users and providing new and subsequent Codes to those users. The Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any user, including the ability to create and maintain subsequent user accounts and assigning and revoking access privileges. The Customer agrees to defend, hold harmless, and indemnify the Bank from and against any and all claims of any nature arising out of any such access by a person the Administrator has authorized, permitted, or enabled to have access to the Services. Granting a user Business Internet Banking privileges does not create a right to transact business in any other form. The Customer will be required to use the Codes every time it accesses the Services. It is the Customer's responsibility to maintain the confidentiality of its Codes. The Customer agrees to accept full responsibility over the control of its Codes. It is the Customer's responsibility to maintain and delete Codes for each individual user and the Bank will not be liable for any losses caused by improper or negligent maintenance. The Customer agrees that the Bank and its affiliates are not responsible for any actions of a third party as a result of unauthorized use of that Customer's Codes. THE CUSTOMER UNDERSTANDS THAT STATE AND FEDERAL STATUTES MAKE IT A CRIME TO GAIN ACCESS INTO THE BANK'S COMPUTER NETWORK AND THAT VIOLATORS WILL BE PROSECUTED.
- 6. Fees The Customer agrees to pay any applicable fees for Business Internet Banking. The Customer understands that any applicable charges for Internet access remain their sole responsibility. The Customer further agrees to pay fees for any services initiated through the product. For applicable fees, see the Direct Service Charges.
- 7. Accurate Entry of Transactions The Customer acknowledges and agrees that it is the Customer's responsibility to accurately enter all data necessary to perform a transaction in its accounts and for verifying all instructions transmitted to the Bank. In the event that the Customer believes that there is a discrepancy or error between a transaction it performed or authorized and any confirmation or account statement it received, the Customer agrees to promptly notify the Bank in writing of such a discrepancy or error. The Customer must examine all statements and any enclosed items or advices upon receipt and report any problems to the Bank promptly. The Customer must notify the Bank within a reasonable time (not more than 30 days after

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the date the Bank mailed or made statements or items available to the Customer on Business Internet Banking) of any errors, improper charges or other problems. The Customer is precluded from commencing legal action against the Bank based on such errors, improper charges or other problems unless the Customer has given the Bank notice as provided above. The Bank shall have 90 calendar days from the date the complaint was received to investigate and resolve any error and the Customer agrees to forbear initiating legal action until such 90 day period has expired.

8. **Liability -** The Customer accepts full responsibility for monitoring its accounts. The Customer agrees to notify the Bank at: Community Trust Bank

Attn: Online Services, Mail Code: 82105

P.O. Box 2947

Pikeville, KY 41502-2947

Immediately, in writing, if the Customer becomes aware of:

- i) Any loss, theft, or unauthorized use of the Codes, or account number(s);
- ii) Any failure to receive a confirmation message from the Bank indicating that a transaction request was received and/or a transaction was completed;
- iii) Any transaction that the Customer did not authorize; or
- iv) Any inaccurate information in its account balances or transaction history.

9. General Provisions

- a) The Customer agrees to comply with the requirements of any help screens, instructions, online documentation, or other user terms and conditions, as modified from time to time.
- b) Amendment by the Bank The Bank may amend the Agreement from time to time upon written notice to Customer. In the event that performance of services under this Agreement would result in a violation of any present or future statute, regulation or governmental policy to which the Bank is subject, then this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, the Bank may terminate this Agreement at its sole discretion if it deems such action necessary or appropriate under the circumstances. The Bank shall have no liability to the Customer as a result of any such violation, amendment or termination.
- c) No Other Modifications Except as provided in Section 9(b), this Agreement may only be modified or amended by writing, signed by both parties. Any practices or course of dealing between The Bank and the Customer, or any procedures or operational alterations used by them, shall not constitute a modification of this Agreement, nor shall they be construed as an amendment to this Agreement.
- d) Assignment, Binding on Parties and Successors The Customer may not assign its interest or rights under this Agreement without prior written consent of the Bank, and any purported assignment in violation of this Section shall be void. This Agreement is not for the benefit of any other person or entity, and no other person or entity shall have any rights against the Bank or the Customer hereunder.
- 10. **Headings** The headings used in this Agreement are for convenience only, and shall not be construed as part of the parties' agreements and understandings.
- 11. Transfers The Business Internet Banking service enables the Customer to transfer funds between and among their accounts at the Bank to the extent the accounts are identified in the Agreement. Transfers may be made between eligible accounts. An "eligible account" is an account linked to Business Internet Banking service that does

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not have withdrawal restrictions, such as certificates of deposit. Transfers among accounts made after 9:00pm local time Pikeville, KY may not be completed until the following business day.

- 12. Bill Pay Service Agreement The Bank offers Bill Payment services to the Customer to enable the Customer to pay bills from the Customer's designated checking account in amounts and on dates the Customer requests via a personal computer. By using Bill Payment, the Customer agrees to be bound by these terms and conditions related to the service and to comply with applicable service instructions and help screens. The Company further agrees to abide by all applicable laws and regulations, including but not limited to, the laws administered by the Office of Foreign Assets Control (OFAC).
- 13. Bill Payment Scheduling The Customer authorizes the Bill Payment service to follow the payment instructions that it receives through the Bank Business Internet Banking Bill Payment system. When the Bill Payment service receives a payment instruction, the Customer authorizes it to charge the Customer's designated checking account with the Bank ("Designated Account") on dates scheduled by the Customer ("Date(s) to Initiate") or up to two business days later and initiate payments on the Customer's behalf to payees designated by the Customer ("Payees"). Normally, Payees should then receive payments within one to five business days after the Customer's Designated Account is charged.

The date the Payee credits a payment depends upon the Payee's payment processing procedures, any specific requirements for payments and delays in the Payees receiving a payment. The Bank will not be responsible for delays in crediting payments which are the result of these procedures, the Customer's failure to follow a Payee's payment requirements, the Customer's failure to schedule a Date to Initiate sufficiently in advance of the date a payment is due, delays in any mail service or other exceptions stated in this agreement. For those reasons, the Bank recommends that the Customer schedules Dates to Initiate payments at least 5 to 7 business days in advance of the date the payment is actually due. If the Customer follows the procedures described in this agreement and help screens or instructions, and the Bill Payment service fails to send a payment within 2 business days after charging the Customer's Designated Account, the Bank will reimburse the Customer for a late charge penalty (\$50 maximum) assessed by a Payee because the Customer's payment was received late. In any other event, the risk of incurring and the responsibility for paying any and all late charges or other damages or penalties shall be borne by the Customer.

The Customer authorizes the Bill Payment service to make payments by electronic, paper or other means the Bank thinks are appropriate.

14. Stop Payment Requests – Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you <u>CANNOT</u> cancel or stop a bill payment that has been paid electronically. You may be able to stop a bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment

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View Posting Screen. You may also make a stop payment request for a traditional check, assuming it has not cleared, via Business Internet Banking. The standard stop payment fee applies.

- 15. Bill Payment Liability Limitations The Bill Payment service will use good faith efforts to make all the Customer's payments properly. However, the Bank and its agents will incur no liability if the Bill Payment service is unable to complete any payments or transfers initiated via the service because of any one of the following circumstances:
 - a) The Customer's Designated Account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the credit limit of the Customer's Designated Account's overdraft line.
 - b) The Bill Payment services, the Customer's equipment, the software, or any communication link is not working properly and the Customer knows or has been advised by the Bank about the malfunction before the Customer attempted to execute the transaction or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred.
 - c) The Payee mishandles or delays posting a payment or refuses or is unable to accept a payment.
 - d) The Customer has not provided the Bill Payment service with the correct names or account information for Payees.
 - e) The Customer's subscription to the Bill Payment service has been terminated for any reason.
 - f) If circumstances beyond the Bank's control including, but not limited to, fire, flood or interference from an outside force, prevent the proper execution of the transaction.
 - g) The transfer of the Customer's funds is restricted by, including but not limited to, legal process, holds, levies, or garnishments.
 - h) Other exceptions stated in this agreement or related agreements, rules or disclosures.

Provided none of these circumstances are applicable, if after the Bank completes its investigation and determines that the Bill Payment service caused an incorrect amount of funds to be removed from the Customer's Designated account or caused funds from the Customer's Designated Account to be directed to an improper person, the Bank shall be responsible for returning the improperly transferred funds to the Customer's Designated Account and for directing to the proper Payee any previously misdirected payments or transfers within 90 calendar days.

MISDIRECTED PAYMENTS SHALL CONSTITUTE ITS ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT SOFTWARE OR THE BILL PAYMENT SERVICE.

The Customer may not use the Bill Payment service to pay taxes, or make other payments to governmental agencies or pay court-directed alimony or support. The Bill Payment service reserves the right to refuse to pay a Payee if the Customer's Designated Account has insufficient funds, a payee refuses to accept a payment, the Customer attempts to make tax or court related payments or other good cause.

- 16. Bill Payment Deletion (Cancellation) for Non-Processed Payments The Customer may delete a Current Payment (that is, a single payment the Customer schedules to initiate the next time they transmit payments) up to 11:00pm Local Time Pikeville, KY on the Date to Initiate. A "Future Payment" (that is, a payment the Customer schedules to be initiated within the next 10 days) must be deleted by 11:00pm Local Time Pikeville, KY at least one business day prior to the Date to Initiate or two business days prior to the Date to Initiate if the Date to Initiate is a Saturday, Sunday or holiday.
- 17. Confidentiality of Codes; Unauthorized Transfers The Customer should not disclose their Codes. These Codes are solely for the Customer's use and should be kept confidential by the Customer. The Bank may require the Customer to change these Codes periodically. The Customer will be liable for unauthorized transfers of funds and the Bank will not provide restitution for such. The Customer should contact the Bank immediately if they believe someone has obtained the Codes or may have access to the Customer's accounts without their permission. Telephoning the Bank at 1-866-899-3181 during normal business hours is the best way of minimizing the Customer's losses.

In case of errors or questions about the customer's electronic transfers or payments, the customer should contact the Bank using one of the following methods:

- 1. Call the Bank at 606-433-4867 or toll free at 1-866-899-3181 during normal business hours (Monday Friday 8:00am 5:00pm Local Time Pikeville, KY). After hours and on holidays, call 1-800-593-4345.
- 2. Fax the Bank at 606-218-8252
- 3. E-mail the Bank at customer.support@ctbi.com
- 4. Write the Bank at:

Community Trust Bank

Attn: Online Services, Mail Code: 82105

P.O. Box 2947

Pikeville, KY 41502-2947

- 18. Fees The Customer agrees to pay fees for Bill Payment Services in accordance with applicable Fee Schedules and disclosures as established by the Bank from time to time. The Bank may automatically deduct these fees from the Customer's Designated Account or a related account even if they create an overdraft.
- 19. Changes This Agreement and all applicable fees and service charges may be altered or amended by the Bank from time to time. Unless an immediate change is necessary to ensure the security of the service or the Customer's Designated Account, the Bank will send the Customer written notice to the last address the Customer has given the Bank at least 21 days before the effective date of any changes if required by law.
 - Any use of the Bill Payment Service after the Bank sends the Customer a notice of change will constitute the Customer's agreement to such change(s). Further, the Bill Payment Service may, from time to time, revise or update the Bill Payment programs, services and/or related material and these changes may render prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the bill payment programs, services, or related material and limit access to the service's most recent revisions and updates.
- 20. **Termination or Discontinuation -** In the event the Customer wishes to discontinue the Service, the Customer must contact the Bank in writing. Written notice of Service

discontinuance must be supplied 10 business days prior to the actual discontinuance date and must be sent to one of the following:

1. Fax the Bank at 606-218-8252

2. E-mail the Bank at customer.support@ctbi.com

3. Write the Bank at:

Community Trust Bank Attn: Online Services, Mail Code: 82105

P.O. Box 2947

Pikeville, KY 41502-2947

The Bank reserves the right to terminate the Customer's use of the Services in whole or in part at any time. Upon termination the Customer will be responsible for making arrangements to pay any future or recurring Bill Payments. If the Business Internet Banking Services with Bill Payment are not used for a period of 180 days, the Services will be suspended until which time the account owner contacts the Bank to reactivate the Services. Basic Business Internet Banking Services access will be suspended after 90 days of inactivity. Neither termination nor discontinuation shall affect the Customer's liability or obligation under this Agreement.

Since service cancellation requests take up to 10 days to process, the Customer should cancel all outstanding Bill Payment or transfer orders in addition to notifying the Bank of the Customer's desire to terminate the Service. The Bank will not be liable for Bill Payments or transfers not cancelled or Bill Payments or transfers made due to the lack of proper notification by the Customer of Service termination or discontinuance for any reason.

21. Disclosure of Account Information to Third Parties - The Bank has the right to obtain and disclose information regarding the Customer's Designated Account or transactions on the Customer's Designate Account from or to a Payee or financial institution to resolve Bill Payment posting problems.

22. Miscellaneous

- a) A Business Day is defined as Monday through Friday, except for Federal holidays.
- b) Transactions performed after the cut-off time or on any day that is not a Business Day, are treated as though they were performed on the next Business Day.
- c) The Customer's monthly checking account statement will contain information about any bill payment transaction the Customer has performed during the statement period.
- d) In the event of a dispute regarding their Services, the Customer and the Bank agree to resolve the dispute by looking to the terms and conditions contained in this agreement and their deposit account terms and conditions as they may be amended from time to time, and not to representations made by the Bank's employees or agents.

Designated Account(s)	Books Download apply, plus \$3.95 for Bill Payment service	9)		
	ng with Positive Pay and Account Rec	conciliation (Requires Appro	oved Positive Pay and Ad	ccount
	f Basic Business Internet Banking plus F	Positive Pay and/or Account R	econciliation	
Account Number	Account Name	Tax ID Number	Account Type	Transfer
	No Changes			∐ Yes ∐ N
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