

# Every Child Every Day



**SUPERINTENDENT**  
TONYA HORNE-WILLIAMS

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LINDA GEARHEART

**VICE CHAIR DISTRICT 4**  
KEITH SMALLWOOD

**MEMBER DISTRICT 2**  
DR. CHANDRA VARIA

**MEMBER DISTRICT 3**  
WILLIAM NEWSOME, JR

**MEMBER DISTRICT 5**  
STEVE SLONE

**Consent Agenda Item (Action Item):** Approval of the Read to Achieve Contract for FY 27 & FY 28 for Prestonsburg Elementary.

**Applicable State or Regulations:** This action aligns with the Kentucky Department of Education (KDE) Read to Achieve (RTA) Grant Program, authorized under KRS 158.305 and supporting statutes related to early literacy instruction and intervention. The RTA grant is designed to support evidence-based reading instruction and interventions for students in kindergarten through third grade, with a focus on closing the literacy gaps through MTSS supports.

**Fiscal/Budgetary Impact:** Prestonsburg Elementary was awarded the Read to Achieve Grant following an application process with KDE. This contract contains the amount of the grant for this school. The funding is to be utilized for staffing, training, professional development and replaced materials as stated in the grant.

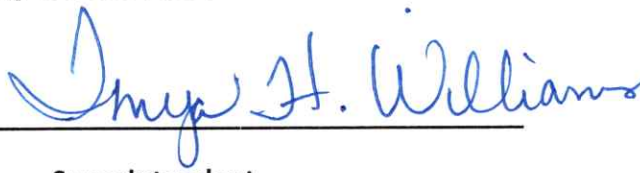
**History/Background:** The Kentucky Read to Achieve Diagnostic and Intervention Grant provides schools with competitive funds to design and implement a reading intervention program that addresses the needs of primary (K-3) students reading at low levels. KRS 158.792.3 (b) requires that a grant application provide assurances that the following principles will be met if the applicant's request for funding is approved:

1. An evidence-based comprehensive schoolwide reading program will be available;
2. Intervention services will supplement, not replace, regular classroom instruction;
3. Intervention services will be provided to struggling kindergarten through grade three (3) readers within the school based upon ongoing assessment of their needs
4. A system for informing parents of struggling readers of the available family literacy services within the district will be established

**Recommended Action:** Approve the RTA Assurance/Contract

**Contact Person(s):** Tiffanie Lanning 606-886-2354

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Superintendent

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

442 KY ROUTE 550, EASTERN KY, 41622  
TEL: 606.886.2354 FAX: 606.886.4550



# Commonwealth of Kentucky

## CONTRACT

<b>Document Number:</b>	PON2	540	2600002974	<b>Version:</b> 1
<b>Record Date:</b>				
<b>Document Description:</b>	FY27 & FY28 Read to Achieve			
<b>Cited Authority:</b>	FAP111-44-00 Memorandum of Agreement			
<b>Reason for Modification:</b>				

<b>Issuer Contact:</b>	
<b>Name:</b>	Shelby Clontz
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<b>Vendor Name:</b>	<b>Vendor No.:</b>	KY0035328
FLOYD COUNTY BOARD OF EDUCATION	<b>Vendor Contact Name:</b>	Tiffany Warrix Campbell
442 KY RT 550	<b>Phone:</b>	606-886-4508
EASTERN KY 41622	<b>E-mail:</b>	tiffany.warrix@floyd.kyschools.us

<b>Shipping Information:</b>	<b>Billing Information:</b>
	KDE - Division of Financial Management 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601

**Effective From:** 07/01/2026      **Effective To:** 06/30/2028

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY27 & FY28 Read to Achieve	\$0.000000	\$140,000.00	\$140,000.00

**Extended Description:**  
 Service Dates: July 1, 2026 - June 30, 2028  
 Project Code: 182N & 182O  
 Accounting Template: E7315  
 100% General Fund

Scope of Work: The Contractor shall support awarded schools in meeting all Kentucky Department of Education (KDE) Read to Achieve (RTA) grant requirements for students in kindergarten through grade three by coordinating and overseeing the implementation of approved reading instruction, intervention, assessment, professional learning, and family engagement activities. The Contractors responsibilities include ensuring fidelity of implementation, alignment with applicable state standards and guidance, and ongoing compliance with RTA grant assurances, reporting, fiscal management, and documentation requirements.

Method of Payment: Grant funds shall be disbursed in two installments: fifty percent (50%) in the first quarter and fifty percent (50%) in the third quarter.

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$140,000.00</b>
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MOA Template  
Revised September 2024  
Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, the Kentucky Department of Education (KDE) (“the Commonwealth”) and Floyd County Board of Education (“the Contractor”) to establish an agreement for the Read to Achieve Grant which provides schools with competitive funds to support teachers in implementing a reading intervention program and evidence-based instructional strategies that address the diverse needs of primary students (K-3) reading at low levels and needing accelerated learning. This MOA is effective from July 1, 2026, through June 30, 2028.

**Scope of Services:**

The Contractor shall support awarded schools in meeting all Kentucky Department of Education (KDE) Read to Achieve (RTA) grant requirements for students in kindergarten through grade three by coordinating and overseeing the implementation of approved reading instruction, intervention, assessment, professional learning, and family engagement activities. The Contractor’s responsibilities include ensuring fidelity of implementation, alignment with applicable state standards and guidance, and ongoing compliance with RTA grant assurances, reporting, fiscal management, and documentation requirements.

**Goals & Deliverables:**

The goal of the RTA grant is to increase primary reading proficiency by equipping teachers with the necessary knowledge, tools, and resources to provide effective reading intervention to students. Schools awarded the RTA grant shall ensure schoolwide implementation of a MTSS for students in kindergarten through grade three, including a tiered continuum of interventions with varying levels of intensity and duration in accordance with KRS 158.305(2). Awarded schools shall implement a structured literacy-based reading intervention program at Tier 2 and Tier 3 and an approved comprehensive reading program at the Tier 1 instructional level. In addition, awarded schools shall participate in High-Quality Curriculum-Based Professional Learning (CBPL) for administrators and K–3 reading instructional staff aligned to the approved comprehensive schoolwide reading program and the Kentucky Academic Standards (KAS) for Reading and Writing, as well as accelerated interventions that include evidence-based instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension for K–3 students reading at low levels. Awarded schools shall also participate in High-Quality Professional Learning (HQPL) for K–3 reading instructional staff focused on the administration, interpretation, and use of universal screener, diagnostic assessment, and progress monitoring data to plan instruction and monitor the performance of students reading significantly below grade-level benchmarks. Administrators and/or K–3 reading instructional staff who have not participated in approved HQPL within the required timeframe in the cognitive processes and skills involved in learning to read, implementation of the essential components of reading,

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and evidence-based instructional practices supporting the reading–writing connection shall participate in HQPL provided by an approved RTA Professional Learning provider. A signed assurances document, budget summary form, and professional learning plan for all administrators and K–3 reading instructional staff shall be submitted to the Read to Achieve grant administrator annually for the duration of the grant.

**Reporting:**

Early Literacy Universal Screener and Early Literacy Diagnostic Assessment data shall be collected and reported through the Infinite Campus system three times annually (fall, winter, and spring). Intervention progress monitoring data, including program implementation, tier movement, and service results, shall be documented in the Infinite Campus Intervention Tab.

Awarded schools shall establish and maintain a system for informing parents of struggling readers about available literacy services within the district. Screener and diagnostic reports, intervention progress data, and the family engagement system shall be monitored by the Read to Achieve grant administrator to ensure compliance with grant requirements.

RTA-awarded schools shall participate in statewide evaluations of state-funded RTA interventions at the request of the Kentucky Department of Education (KDE) and/or the Kentucky Reading Research Center (KYRRC). Awarded schools shall also cooperate with interviews, surveys, and data collected conducted by the KYRRC for the purpose of developing annual reports on the primary literacy progress of grant-funded schools.

**Pricing:**

MUNIS Code	Description	Amount
0110	Certified Salary	\$30,800.00
0113	Other Certified	\$7,350.00
0222	Medicare	\$553.18
0231	KTRS	\$1,144.50
0253	Unemployment	\$152.32
0335	Professional Consultant	\$16,000.00
0610	General Supplies	\$4,000.00
0643	Supplementary Textbooks and Study Guides	\$2,000.00
0650	Supplies - Tech Related	\$2,000.00
0653	Software - Technology Related	\$6,000.00
	Total	\$70,000.00

Budget is based on one school year. This is a two-year contract this budget will be the same for both years and the total contract amount is \$140,000.

The district finance officer, or a designee acting on behalf of the individual school and district, shall provide RTA budget information and updates through annual budget summaries submitted

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to the Read to Achieve grant administrator and quarterly financial reports submitted to KDE's Office of Finance and Operations, and shall be responsible for generating MUNIS expenditure reports. Any budget and/or program amendments must receive prior approval from the Read to Achieve grant administrator and KDE's Office of Finance and Operations. The required budget form, including allowable MUNIS codes, is attached to the Request for Applications (RFA). A signed assurances document, budget summary form, and professional learning plan shall be submitted annually for each year of the grant.

Each school's annual budget shall reflect \$70,000 in RTA grant funds per year provided by the local school district. The school and/or district shall contribute additional resources and matching funds, which may be derived from appropriate federal, state, and/or local sources. Matching funds may be applied to salary costs but shall not be used to purchase comprehensive reading programs.

Grant funds shall be disbursed in two installments: fifty percent (50%) in the first quarter and fifty percent (50%) in the third quarter.

**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.

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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.

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.

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“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 number, 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;

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 health Information as defined in 45 C.F.R. sec. 160.013, 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, the Kentucky Attorney General, 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.

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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.

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.

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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).

**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.

**Insurance Requirements:**

All additional insurance should be included below in Section B (Additional Types of Insurance)

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**\*\* Proof of all required insurances should be provided prior to award. \*\***

*A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.*

#### A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with part C of this section through the entire contract:

Commercial General Liability Insurance in accordance with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The Commonwealth, in the Request for Solicitation, may require higher limits depending on the type of solicitation.

#### B. Additional Types of Insurance

(\*The Commonwealth reserves the right to require higher coverage amounts if needed based on the type of contract and associated risk)

##### 1. Automobile Liability Insurance (If Applicable)

Automobile Liability Insurance is required for delivery, onsite training, services or events in all situations where the Contractor must drive to any property where Commonwealth operations occur. With regard to delivery, if the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. *If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.*

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum coverage limit of \$1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage.

This requirement does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

##### 2. Professional Liability Insurance (If Applicable)

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

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### C. Evidence of Insurance Coverage

The successful bidder shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Contract and may result in immediate cancellation of the Contract.

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit [www.ambest.com](http://www.ambest.com) for verification. Failure to meet this requirement may result in the bid being deemed non-responsive. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.

The certificate holder shall be listed as:

Cabinet: Education and Labor Cabinet/KY Department of Education

Address: 300 Sower Blvd, 5<sup>th</sup> Floor

City, State and Zip: Frankfort KY 40601

Attention: Shelby Clontz

Endorsement of Additional Insured. Certificate of Insurance must contain the following language in the Description of Operations box:

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“The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis.”

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

D. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- # The primary Contractor’s Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract *or* the Subcontractor must submit and maintain a Certificate of Insurance that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract, with an Additional Insured Endorsement.
- # **Procuring Agency reserves the right to request copies of all Subcontractor’s Certificate(s) of Insurance at any time.**

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**Memorandum of Agreement Standard Terms and Conditions**  
**Revised February 2026**

**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.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor and/or subrecipient's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

**2.00 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 and/or subrecipient by registered or certified mail.

**3.00 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 and/or subrecipient thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

**4.00 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 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

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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.

#### **5.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor and/or subrecipient's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor and/or subrecipient, 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 and/or subrecipient 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).

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

KRS 45A.485 requires the Contractor and/or subrecipient and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor and/or subrecipient 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 of the contract.

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

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

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### **7.00 Nondiscrimination**

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor and/or subrecipient shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor and/or subrecipient agrees as follows:

- (a) The Contractor and/or subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor and/or subrecipient shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor and/or subrecipient shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor and/or subrecipient that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor and/or subrecipient shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor and/or subrecipient shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor and/or subrecipient's commitments under this nondiscrimination clause.

The Contractor and/or subrecipient's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor and/or subrecipient shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

### **8.0 Artificial Intelligence (AI)**

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Vendor agrees to adhere to CIO-126 Artificial Intelligence Policy.pdf, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

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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:

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

Karen Wirth \_\_\_\_\_  
Printed Name Date

2nd Party:

\_\_\_\_\_ \_\_\_\_\_  
Signature Title

\_\_\_\_\_ \_\_\_\_\_  
Printed Name Date

Approved as to form and legality:

**Approved in eMARS**

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