



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

6/9/2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the MOA with Kentucky Department of Education allowing a selected Kenton County School District Teacher to be contracted out for the 2026-27 school year as a State Literacy Coaching Specialist beginning retroactively effective July 1, 2026.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

The Kentucky Department of Education (KDE) interviewed and selected Taylor Mill Elementary Teacher, Tasha Shen as a teacher they wish to use in the role of State Literacy Coaching Specialist. For such a role, KDE must enter into an agreement with the district to contract our employee for working on their teacher salary for 220 days in the KDE role. KDE will reimburse the cost of the salary, benefits, and indirect costs to the district as long as she remains in the KDE role for the 2026-27 school year. Ms. Shen's teaching role at Taylor Mill Elementary will be posted and filled for the entirety of the school year by a certified teacher while she is on leave with the district.

FISCAL/BUDGETARY IMPACT:

n/a

RECOMMENDATION:

Approval to the MOA with Kentucky Department of Education allowing a selected Kenton County School District Teacher to be contracted out for the 2026-27 school year as a State Literacy Coaching Specialist beginning retroactively effective July 1, 2026.

CONTACT PERSON:

Malina Basler or Susan Bentle

Principal/Administrator

Malina Basler

District Administrator

[Signature]

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



Commonwealth of Kentucky

CONTRACT

Document Number:	PON2	540	2600004073	Version: 1
Record Date:				
Document Description:	Pers MOA - State Literacy Coaching Specialist - Tasha Shen			
Cited Authority:	FAP111-44-00 Memorandum of Agreement			
Reason for Modification:				

Issuer Contact:	
Name:	Nicole Crosthwaite
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Vendor Name:	Vendor No.	KY0035324
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Shipping Information:	Billing Information:
	KDE - Division of Financial Management 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601

Effective From: 07/01/2026 **Effective To:** 06/30/2027

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Pers MOA - State Literacy Coaching Specialist - Tasha Shen	\$0.000000	\$81,046.00	\$81,046.00

Extended Description:

Effective Date: July 1, 2026 - June 30, 2027

100% General

The vendor will furnish the services of its employee in the following capacity:

Name: Tasha Shen
 Title: State Literacy Coaching Specialist
 Location: Office of Teaching and Learning

The State Literacy Coaching Specialists (SLCS) will implement a literacy coaching model in identified schools with the greatest needs in kindergarten through grade three (3). SLCSs will provide direct services to these schools so that there can be a cohesive, sustained, intensive and data-focused structured literacy

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MOA Template

Revised February 2026
Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Education (“the Commonwealth”) and Kenton County Board of Education (“the Contractor”) to establish an agreement for State Literacy Coaching Specialist. This MOA is effective from July 1, 2026 through June 30, 2027.

Scope of Services:

The State Literacy Coaching Specialists (SLCS) will implement a literacy coaching model in identified schools with the greatest needs in kindergarten through grade three (3). SLCSs will provide direct services to these schools so that there can be a cohesive, sustained, intensive and data-focused structured literacy approach that is rigorous, engaging, and relevant for students. SLCSs will be required to effectively identify the needs of assigned schools in order to prioritize, schedule, organize and provide technical assistance and professional learning support to teachers in promulgating student progress toward reading proficiency by the end of grade three (3).

Job Description:

Implement the Kentucky Department of Education’s strategic vision and plan for supporting instructional improvement in literacy aligned to Senate Bill 9 (2022), the *Read to Succeed Act*, including:

- o Early literacy universal screener and diagnostic assessments
- o High-quality instructional resources (HQIRs)
- o High-quality professional learning (HQPL)
- o Effective multi-tiered system of supports (MTSS)

Provide daily instructional support and resources to the school level administrators and teachers around structured literacy practices, the five essential components of reading, curriculum implementation, assessment administration and data analysis.

Model effective instructional practices in coaching and feedback cycles.

Critically assess the current state of literacy and selectively implement evidence-based practices through a literacy plan of action.

Assist administrators and teachers in the development of a schoolwide literacy plan and strategies for monitoring the implementation of the plan.

Lead professional learning to meet the needs of administrators and teachers.

Build relationships with leaders and teachers within the partner school and district.

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Indirect Cost: \$1,942
Total Current Cost: \$78,685
3% Adjustment Allowance: \$2,361
Total Contract Amount: \$81,046

KENTUCKY DEPARTMENT OF EDUCATION ADDITIONAL TERMS AND CONDITIONS

Discrimination

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

Choice of Law and Forum

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

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

Requirements for Reporting to Kentucky Teachers Retirement System:

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

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

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

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.

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(d), the contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

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

to my immediate supervisor, Associate Commissioner, and

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

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

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

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

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

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

Student Data Security

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

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

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

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

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

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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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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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Approvals

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

1st Party:

Signature

Director, Div. of Budgets & Financial Management

Title

Karen Wirth

Printed Name

Date

2nd Party:



Signature

Superintendent, KESD

Title

Henry Webb

Printed Name

6/16/26

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Approved in eMARS

Kentucky Department of Education Attorney

Applicable for federal funds:

Unique Entity Identifier (UEI) Number: _____
Must be registered in the System for Award Management system.

Include Unique Entity Identifier (UEI) Number if the amount of Federal funds awarded to the Second Party is \$30,000 or more. (See Federal Funding Accountability and Transparency Act Compliance section)

SAM CAGE Code _____