



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

# Issue Paper

**DATE:**

June 3, 2026

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the terms and agreements for the Read to Achieve (RTA): Reading Diagnostic and Intervention Grant for Taylor Mill Elementary.

**APPLICABLE BOARD POLICY:**

04.61 Gifts and Grants

**HISTORY/BACKGROUND:**

Taylor Mill Elementary School has been awarded \$70,000.00 grant funds from the KY Read to Achieve Project for school years 2026-27 and 2027-28. The funds will be used for elementary teaching staff positions delivering reading intervention services, professional development, and program materials in accordance with the Read to Achieve Initiative.

**FISCAL/BUDGETARY IMPACT:**

\$140,000 Special Revenue Funds (\$70,000 Fiscal Year 27 and \$70,000 Fiscal Year 28)

**RECOMMENDATION:**

Approval of the FY 2027 and FY 2028 Read to Achieve (RTA): Reading Diagnostic and Intervention Grant with Taylor Mill Elementary.

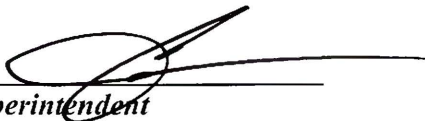
**CONTACT PERSON:**

Carrie Holloway

*Carrie B Holloway*

\_\_\_\_\_  
*Principal/Administrator*

\_\_\_\_\_  
*District Administrator*

  
\_\_\_\_\_  
*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.*



# READ TO ACHIEVE

## Diagnostic and Intervention Services

### District Assurance Statement 2026-2027

#### **Background**

The *Kentucky Read to Achieve (RTA): Reading Diagnostic and Intervention Grant* 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. Schools awarded the RTA grant must ensure implementation of a structured literacy reading intervention program for tiers two and three and a Kentucky Department of Education (KDE) approved comprehensive reading program at the tier one instructional level.

A teacher must be engaged in or have completed professional learning as specified in the request for application and the assurances in this document to implement the reading intervention program. The reading intervention program must:

1. Align to the *Kentucky Academic Standards (KAS) for Reading and Writing*;
2. Offer short-term intensive instruction in the essential skills (emphasis on essential components of reading: phonemic awareness, phonics, fluency, vocabulary and comprehension) necessary to read proficiently and targeted to meet the individual student needs per diagnostic data and established in the reading improvement plan; and
3. Support tier two and/or three instruction; and
4. Be research-based, reliable and replicable; and
5. Be based on the ongoing assessment of individual student needs; and
6. Supplement, not replace, regular classroom instruction.

A teacher must be engaged in or have completed professional learning as specified in the request for application and the assurances in this document to implement the comprehensive reading program. The comprehensive reading program must be a KDE approved high-quality instructional resource that:

- Aligns to the *KAS for Reading and Writing*; and
- Emphasizes the essential components of reading: phonemic awareness, phonics, fluency, vocabulary, and comprehension.

## **Implementation Requirements**

- 1. Comprehensive Reading Program:** Schools shall implement a comprehensive reading program in grades K-3 that meets the expectations of a high-quality instructional resource (HQIR) and is determined by the department to be reliable, valid, and aligned to reading and writing standards required by Kentucky Revised Statute (KRS) 158.6453 and outlined in administrative regulation promulgated by the Kentucky Board of Education. More information and a list of approved comprehensive reading and writing resources can be found in KDE's 2026 Approved K-12 High-Quality Instructional Resources for Reading and Writing document.
- 2. Reading Intervention Program:** Schools shall implement a structured literacy reading intervention program for grades K- 3 that meets the expectations of a high-quality instructional resource and is determined by the department to be reliable, replicable, evidence-based and has been shown to improve student outcomes. The intervention services for identified students must supplement, not replace, their classroom comprehensive reading program. **Schools should consider intervention resources aligned with their approved Tier 1 comprehensive reading program** and that earn positive and/or potentially positive effectiveness ratings according to What Works Clearinghouse in the Beginning Reading domain, convincing evidence according to the Academic Intervention Tools Chart and/or high ratings from other reliable studies, which can be accessed on the Elevating Evidence Clearinghouses and Databases resource.
- 3. Professional Learning:** Yearly, awarded school administrators and K-3 reading instructional staff **must** participate in high quality professional learning.
  - a.** Reading instructional staff implementing a high-quality, structured literacy-based reading intervention program and high-quality comprehensive reading program must be engaged in Curriculum Based Professional Learning (CBPL) in the program(s) to support successful implementation of the respective program(s).
  - b.** K-3 reading instructional staff, including classroom teachers, reading interventionists, special education teachers, library/media specialists and other staff who assist struggling primary readers must also participate in professional learning in specific key areas. These areas of professional learning include:
    1. Building knowledge in understanding the cognitive processes and skills involved in learning how to read and implementing the essential components of reading, including instruction in phonics, phonemic awareness, fluency, vocabulary and comprehension; and
    2. Evidence-based instructional practices to support the reading-writing connection.
  - c.** K-3 reading instructional staff who administer universal screener and diagnostic assessments must also receive professional learning in the administration, diagnostic assessment and progress monitoring for planning and monitoring the performance of all K-3 primary students reading significantly below the grade-level benchmark.
  - d.** All K-3 reading instructional staff and administrators must participate in KDE's updated Getting to Know the Kentucky Academic Standards(KAS) for Reading and Writing training (GTKTK). The KAS for Reading and Writing (2025) was approved by the Kentucky Board of Education in October 2025 and will officially be incorporated into law in May 2026.

There are three ways to engage in this professional learning. First, regional cooperatives are hosting this free professional learning opportunity throughout the summer for teachers, instructional coaches and administrators. This high-quality professional learning, facilitated by KDE Program Consultants Leigh Turner and Tina Withorn from the Division of Program Standards, will help educators synthesize the revised standards with research, evidence-based literacy practices and high-quality instructional resources (HQIRs). A second opportunity to complete the GTKTK training is through the self-paced Getting to Know the KAS for RW asynchronous course on the KyLearningHub. The third way to engage in this required professional learning is Getting to Know the KAS for RW school-based module (slides, facilitator notes) facilitated by a local leader in a PLC setting. **This professional learning requirement is a one-time requirement and should be completed in one of the three ways provided in the summer or fall of 2026.**
- 4. Student Selection:** Students receiving intervention services must be enrolled in a public-school primary (K-3) program and reading significantly below the grade-level benchmark (at-risk range) as indicated by

universal screening and diagnostic assessment data. Data and progress monitoring systems must be in place to ensure that valid and reliable assessments are selected and used with fidelity and that data is collected, analyzed and used to assess progress and rate of improvement in response to instruction or intervention.

5. **School-based Multi-Tiered System of Supports (MTSS) Team:** The school must develop and/or sustain an MTSS School Leadership Team to build schoolwide capacity for T1, T2 and T3 systems of instruction. The school-based MTSS Team may be structured to include leadership teams, grade-level or content and student intervention teams. Awarded schools may choose how their existing MTSS team(s) can be leveraged in overseeing literacy instruction, intervention, and professional learning within the school.

RTA school-based MTSS teams shall:

- Include a representative who is knowledgeable about structured literacy, the comprehensive reading program and the availability of literacy resources.
- Collaborate with the school certified library media specialist to ensure a highly effective library media program is implemented as defined in [BeyondProficiency@yourlibrary](#), the KDE's guidelines for effective school library media programs.
- Manage, implement and evaluate the effectiveness of evidence-based reading, intervention, and instructional strategies that emphasize phonemic awareness, phonics, fluency, vocabulary, and comprehension.
- Collect student reading data and monitor the progress of student performance to adjust instruction as needed.
- Ensure the development, implementation and monitoring of student intervention plans (i.e., reading improvement plans), including the formation of Reading Improvement Teams to provide Read at Home plans with written notification of interventions and supports to students in need of accelerated interventions per [KRS 158.305 \(8\)\(c\); \(1\)\(i\); \(7\)\(b\)](#).
- Ensure intensive intervention that includes effective instructional strategies and appropriate instructional materials necessary to help students make accelerated progress toward proficient performance in reading and become ready for the next grade, including but not limited to daily, one-on-one instruction with students the most in need provided by certified teachers specifically trained to provide one-on-one instruction per [KRS 158.305 \(2\)](#).
- Prioritize professional growth and build capacity of all K-3 reading instructional staff to drive impactful literacy practices.

6. **Assessments and Reporting:** Universal screening, diagnostic assessment and progress monitoring measures are core components of a comprehensive screening and assessment system within KYMTSS. The KDE's [Literacy Assessment Flowchart](#) provides a systematic visual for implementing data-based decision making with comprehensive screening and assessment.

Schools awarded the RTA grant shall:

- Administer an approved standardized reading assessment ([universal screener](#)) to all students in grades K-3 to assess student performance on the essential components of reading. An approved universal screener must be given in the first 45 days of school for kindergarten students and within the first 30 days for grades 1-3. [KRS 158.305 \(5\)\(a\)\(1\)](#).
- Students who score in the "at risk" range on the approved universal screener's grade level benchmark should be considered for RTA intervention services and receive a diagnostic assessment per [KRS 158.305 \(1\)\(i\)](#).
- Based on assessment data, a reading improvement plan shall be developed and/or adjusted by a reading improvement team for any student in K-4 identified as needing accelerated intervention to progress toward proficient performance in reading and who do not already have literacy goals on an Individual

Education Program or Program Services Plan per KRS 158.305 (1)(j).

- The Kentucky Student Information System (KSIS), currently Infinite Campus, Assessment Tab and Intervention Tab will be utilized to record assessment data and record intervention services, including program, tier movement and service results. When necessary and provided with feedback, the school must update and revise the records at the request of the KDE in a timely manner.
- Google Classroom will be used as a grant management platform for requesting and submitting grant implementation documentation. To be considered in compliance with the state-funded grant requirements, all requested program implementation documentation must be submitted on time.
- The school must participate in statewide evaluations of their RTA state funded intervention, at the request of the KDE and/or the Kentucky Reading Research Center (KYRRC). The school also must maintain and formally report program implementation and progress-monitoring data as requested by the KDE and/or the KYRRC. To be considered in compliance with the state-funded grant requirements, all data must be reported by the required deadlines. When necessary and provided with feedback, the school must update and revise the records at the request of the KDE in a timely manner.
- The district finance officer, on behalf of the individual school and the district, must provide RTA budget information and updates in the form of quarterly financial reports and is responsible for generating the MUNIS expenditure reports.
- Administrators must submit an annual assurance statement, budget summary form and professional learning plan at the request of the KDE each school year.

**7. Family Engagement:** To elevate family engagement, the school will establish a system for informing parents of struggling readers of the available literacy services within the district. This could be services, resources or opportunities offered by the school system, an individual school, community partners, private entities, human resources or online resources, etc. If a system is already established, the school should review and revise it, as needed, to reflect all family engagement expectations as described in this section.

The family engagement system must:

- Be intentional in supporting families to become more involved in school and better informed about ways to support their children at home. Families of students needing intervention are provided with a Read at Home plan per KRS158.305 (8)(c).
- Include digital and non-digital communication methods; and
- Be advertised to families so they know how to access the literacy services/resources/opportunities.

Consider incorporating into the system these resources or ideas from these or similar family engagement resources: Kentucky's Standards Family Guides and Family, School and Community Partnerships.

#### **Other Requirements and Responsibilities**

- RTA funding is intended to equip teachers with the necessary knowledge, tools and resources to provide reading intervention to students. Funds may be used to purchase resources and professional learning associated with high-quality instructional resources needed to effectively implement the reading interventions. The RTA intervention services identified for struggling primary readers must offer reading instruction above and beyond TI instruction.
- The school must provide a certified substitute to implement intervention services in the event the person responsible for delivering intervention is absent or otherwise unable to provide services. Long-term substitutes with training in primary, structured literacy intervention services are preferred.
- The school and/or district will provide additional resources and funds. Matching funds may come from appropriate federal, state and/or local sources.
- The building principal and district grant coordinator/contact must monitor the implementation of the

RTA intervention (e.g., student progress, appropriate spending, instructional practices, required trainings, professional learning) to ensure the school remains in compliance.

- The KDE and the KYRRC will record and maintain documentation of grant compliance. Failure to meet compliance requirements and deadlines may result in partial or complete loss of funding of the RTA grant.
- If data collected by the school's MTSS Team determines an implementation requirement of the grant is unsuccessful and the team has a solution that meets the requirements of the grant, they may submit an amendment form for approval by the KDE. Note: Structured literacy intervention programs and/or comprehensive reading programs must be implemented for at least two full academic years, accompanied by CBPL to support program implementation before they may be considered for an amendment. Programs may not be changed mid-year.

**Please note: Staff changes after the start of the school year, including principal and RTA teacher leader, should be immediately reported to the Read to Achieve Grant Administrator.**

#### **Administration Expectations**

- Watch the fall orientation video for Read to Achieve and ensure all K-3 reading instructional staff understand and fulfill their roles.
- Designate and oversee an appropriate staff member(s), typically the Read to Achieve teacher leader/interventionist, to complete the required RTA implementation documentation through the RTA Google Classroom.
- Designate and oversee an appropriate staff member(s), typically the MTSS Team or Read to Achieve teacher leader/interventionist, to ensure all K-3 reading instructional staff are engaged in the required RTA high-quality professional learning (HQPL).
- Monitor the implementation of the RTA grant program (see implementation requirements 1-8) to ensure students are receiving high-quality comprehensive and intervention program instruction.
- Designate and oversee an appropriate staff member(s), typically the Read to Achieve teacher leader/interventionist, to input intervention and assessment data and ensure designee(s) have access to Infinite Campus for reporting purposes.
- Monitor the progress/effectiveness of the grant and its impact on struggling readers, specifically diverse populations.
- Be an active member of the MTSS team and ensure intervention needs are being met for all K-3 students.
- Collaborate with the MTSS team on decisions regarding appropriate expenditure of RTA grant funds.

#### **K-3 Reading Instructional Staff Expectations**

- K-3 reading instructional staff includes the following: classroom teachers, reading interventionists, special education teachers, library/media specialists, a school administrator and literacy instructional coaches assigned to the school and other staff who assist struggling primary readers, including paraprofessionals.
- Thoroughly review these assurances to understand your role and what it means to be a Read to Achieve school.
- Commit to your role.
- Watch the Read to Achieve orientation video and actively participate in required professional learning [see Implementation Requirements, Assurance #3 and Assurance #6].

## **Allowable Expenses**

### **Professional Learning (PL)**

- Using funds to support high quality professional learning experiences, including registration fees, in the three required professional learning categories for all K-3 reading instructional staff (classroom teachers, reading interventionists, special education teachers, librarian/media specialists and any other staff who assist struggling readers) and administrators.
- Registration fees for all K-3 reading instructional staff (classroom teachers, reading interventionists, special education teachers, library/media specialists and other staff who support struggling readers) and administrators participating in state literacy conferences.
- Using funds to provide high quality professional learning on relevant topics that specifically target struggling readers in the primary program.
- Providing or attending professional learning on how to support the home-school connection as it is directly related to improving literacy for struggling readers.
- Resources required for professional learning directly related to the implementation of the intervention practices/program.
- Release time or stipends for the RTA teacher leader/interventionist and K-3 reading instructional staff (classroom teachers, special education teachers, library/media specialists and other staff who support struggling readers including paraprofessionals) to participate in professional learning directly related to the grant requirements, including job-embedded professional learning such as study groups, observations and/or self- or peer reflection on teaching practices.
- Using funds to cover substitute teacher expenses when necessary for teachers to participate in professional learning directly related to the grant requirements.

### **Instructional Resources (IR)**

- High quality instructional resources to be used as part of the evidence-based, structured literacy reading intervention instructional practices/program directly related to the implementation of the intervention.
- High quality instructional resources to supplement and support intervention instruction aligned with the approved core comprehensive reading program.
- All technology hardware and software must receive prior approval from the Read to Achieve Grant Administrator before purchase.

### **Salary (S)**

- Using base funds toward the salary of a certified teacher to serve as a reading interventionist to support implementation of reading interventions.

**Other (O)**

- Travel for all K-3 reading instructional staff (classroom teachers, reading interventionists, special education teachers, library/media specialists and other staff who support struggling readers) and administrators to attend professional learning.
- Using funds to purchase diagnostic tools that emphasize phonemic awareness, phonics, fluency, vocabulary, comprehension, and connections between writing and reading acquisition and motivation to read to address the diverse learning needs of those students reading at low levels.

**Non-Allowable Expenses:**

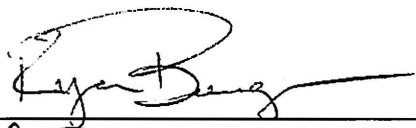
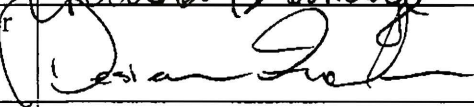
- Compensating administrative or indirect costs.
- Covering cost of capital expenditures (i.e., reprogramming, renovating, renting, or purchasing space).
- Purchasing furniture (tables, desks, filing cabinets, book bins, pillows etc.).
- Purchasing food.

**RTA Information and Signature Pages 2026-2027**

<b>School Name:</b>	Taylor Mill Elementary
<b>District Name:</b>	Kenton County Schools
<b>Superintendent:</b>	Dr. Henry Webb
<b>MTSS Team Members:</b>	Therese Leinen, Christa Ake, Allie Beck, Nick Warren, Carrie Holloway
<b>Principal:</b>	Carrie Holloway
<b>Reading Interventionist:</b> <small>(if available)</small>	Christa Ake Therese Leinen
<b>Certified Librarian/Media Specialist:</b> <small>Must be available at least 33% of instructional time.</small>	Ryan Barger
<b>K-3 Classroom Teachers</b>	One (1) Kindergarten: Darc Finn One (1) Grade 1: Christa Bramlage One (1) Grade 2: Brittany Arnold One (1) Grade 3: Lisa Wise  If the school does not have one of these grades, please make a note. Place an asterisk next to the teacher's name who will serve as the K-3 classroom teacher representative and sign below.
<b>K-3 Special Education Teacher</b>	Desi Fitzwater
<b>Literacy Instructional Coach (if available)</b>	
<b>Approved Universal Screener:</b>	NWEA MAP Growth
<b>Approved Diagnostic Assessment:</b>	NWEA MAP Fluency

Approved Core Comprehensive Reading Program/HQIR(s):	If a different program is used for a different grade, please indicate. Amplify CKLA
High-Quality Reading Intervention Program(s):	IMSE Orton Gillingham

*I have read and understand the Read to Achieve District Assurance document. I assure that all the grant requirements will be met as outlined in the Request for Application and within this document. I assure the district and school will comply with all requirements, both technical and programmatic, pertaining to the grant. Failure to continuously meet compliance requirements and deadlines could result in partial or complete loss of funding of the Read to Achieve grant funds.*

Superintendent's Signature		Date:
Principal's Signature	Cecilia Holloway	Date: 6/1/26
Reading Interventionist's Signature (if available)	Christa Pike	Date: 6/1/26
Certified Librarian/Media Specialist		Date: 6/3/26
K-3 Classroom Teacher Representative Signature	Christa Bramley	Date: 6/2/26
K-3 Special Education Teacher		Date: 6/2/26
Literacy Instructional Coach		Date:

*To receive RTA funding in FY27 the school or district will need to **email** the completed information and signature pages of this district assurances document to the Read to Achieve Grant Administrator at **danielle.ward@education.kv.gov** by June 30, 2026.*

Any violation of the criteria mentioned could result in partial or complete loss of funding for the Read to Achieve grant



# Commonwealth of Kentucky

## CONTRACT

<b>Document Number:</b>	PON2	540	2600002984	<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>	KY0035324
KENTON COUNTY BOARD OF EDUCATION	<b>Vendor Contact</b>	
2044 TUSCANYVIEW DR	<b>Name:</b>	SUSAN BENTLE
COVINGTON	<b>Phone:</b>	859-957-2628
KY 41017	<b>E-mail:</b>	SUSAN.BENTLE@KENTON.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 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.

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 Kenton 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	\$61,235.00
0120	Certified Substitutes	\$600.00
0221	FICA	\$675.00
0222	Medicare	\$550.00
0231	KTRS	\$4,500.00
0251	State Unemployment	\$2,100.00
0253	KSBA Unemployment	\$140.00
0260	Worker's Compensation	\$200.00
	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 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

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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(I)(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

Henry Webb 6-10-26  
Printed Name Date

Approved as to form and legality:

**Approved in eMARS**

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