Commonwealth of Kentucky
CONTRACT

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Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: KELLY DUNMIRE

Phone: 502-564-1979

E-mail: Kelly.dunmire@education.ky.gov

Vendor Name:

BEECHWOOD BOARD OF EDUCATION
BEECHWOOD INDEPENDENT SCHOOLS
50 BEECHWOOD RD.
FORT MITCHELL KY 41017

Vendor No. KY0000008

Vendor Contact
Name: Kristi Ward
Phone: 859-331-1220
E-mail: Kristi.Ward@beechwood.kyschools.us

Shipping Information:

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

Effective From: 11/15/2026 **Effective To:** 06/30/2027

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY27 Teacher of the Year Winner- Beechwood Ind	$0.000000	$10,000.00	$10,000.00

Extended Description:

Contract Period: November 15, 2026- June 30, 2027

Scope of Work:
The Teacher of the Year Winner shall:
1. Serve as Kentucky's delegate for the National Teacher of the Year Program sponsored by CCSSO.
2. Participate in a six-month ambassadorship at KDE (KDE Ambassadorship) during their year of service. To accommodate the volume of local, state, and national speaking and professional engagements associated with the KTOY Program, KDE offers a six-month release of classroom duties to the KTOY, if approved by the employing school district.
3. As a representative of Kentuckys public school teachers, the KTOY is expected to express their views, ideas, insights and criticisms in a respectful, relevant and accurate manner.

100% Restricted Funds
E2510, Fund 13GB

Molly Seifert, TOY Winner

TOTAL CONTRACT AMOUNT	**$10,000.00**

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 (KDE) ("the Commonwealth") and Beechwood Board of Education ("the Contractor") to establish an agreement for 2026-27 Kentucky Teacher of the Year Achievement Awards. This MOA is effective from November 15, 2026 through June 30, 2027.

Scope of Services:
Teacher of the Year Winner shall:

1. Serve as Kentucky's delegate for the National Teacher of the Year Program sponsored by CCSSO. This includes:
a. Completing and submitting the National Teacher of the Year Application by the deadline.
b. Participating in CCSSO's National Teacher of the Year Program events and professional learning.
i. Unless otherwise sponsored by CCSSO or its partners, KDE will provide reasonable reimbursement to the
KTOY to participate in NTOY Program activities, as long as:
    1. KTOY travel for CCSSO events are authorized and approved by the KDE Division of Educator Recruitment
and Development in advance.
    2. Eligible expense requests are submitted by the KTOY directly and adhere to KDE's travel guidelines.
ii. NTOY events vary each year but typically include:
1. Program orientation in California; one week in February.
2. Advocacy and meetings with elected officials in Washington, D.C.; one week in late April/ early May.
3. Space Camp week in Huntsville, Ala; one week in mid-to-late July.
4. Professional development conference in late October.
5. Continuing virtual professional development and networking with other state teachers of the year.

2. Participate in a six-month sabbatical at KDE ("KDE Ambassadorship") during their year of service. To accommodate the volume of local, state and national speaking and professional engagements associated with the KTOY Program, KDE offers a six-month release of classroom duties to the KTOY, if approved by the employing school district.

a. The KTOY agrees to work directly with their local school district to determine which ambassadorship option (January through June or July through December), if any, will be approved by the employing school district.

i. KDE strongly recommends that the KTOY choose the January through June ambassadorship option due to the volume of pre-arranged engagements.

b. KDE will reimburse the employing district for the cost of a long-term substitute teacher while the KTOY completes the KDE ambassadorship.

i. The ambassadorship is not considered a break in teaching service. The district is responsible for maintaining the KTOY's salary and other employee benefits, pursuant to local school district policies, during the KTOY service year.

ii. The KTOY should communicate any requests for substitute reimbursement outside of the KDE Ambassadorship window directly to the employing district. KDE aims to keep KTOY obligations outside of the agreed upon ambassadorship window at a minimum.

c. During the ambassadorship, the KTOY is expected to:

i. Meet bi- weekly (in person or virtual) with KDE staff to discuss goals and upcoming professional development and speaking engagements;

ii. Attend on-site meetings and presentations in Frankfort with KDE staff on a recurring basis.

1. Meetings at KDE may include speaking to the Kentucky Board of Education, presenting to all KDE staff, and meeting with members of the KDE Leadership Team or other select KDE groups. These meetings are designed for the KTOY to learn more about KDE's projects and initiatives while allowing the KTOY to share teacher-related issues and priorities.

2. Any KTOY presentations using KDE-branded materials or to KDE audiences must adhere to the department's accessibility guidelines.

iii. Engage in KDE and non-KDE speaking and writing engagements and professional development opportunities of interest related to the education profession.

1. KDE requires that the KTOY provide notice to KDE in advance when he/she will publish a written editorial, opinion, etc. during the ambassadorship.

2. KDE requires advance notice when the KTOY will participate in a speaking engagement during the ambassadorship.

3. KDE requires that the KTOY notify the KDE Communications Director if contacted by a media representative for a statement or an interview during the ambassadorship.

4. Compensation for any speaking engagements during the ambassadorship should be on the individual's personal time.

iv. The KTOY may request additional financial support from KDE for KTOY-related projects, "on-your-own" travel and professional development opportunities on a case-by-case basis during the service year. The KTOY must submit any requests to the KDE Division of Educator Recruitment and Development.

d. In the event the KTOY does not participate in the six-month ambassadorship with KDE during their year of service, KDE may provide financial reimbursement to support the KTOY's participation in CCSSO/NTOY events. Reimbursement may be offered as follows:

i. KDE may provide reimbursement to the employing district to cover the cost of a substitute teacher when the KTOY attends CCSSO/NTOY events.

ii. KDE may provide travel reimbursement to the KTOY for participation in approved CCSSO/ NTOY events. The KTOY must secure travel authorization and approval from the KDE Director of Communications in advance of travel. Requests for reimbursement must adhere to KDE's travel policies and guidelines.

3. As a representative of Kentucky's public school teachers, the KTOY is expected to express their views, ideas, insights and criticisms in a respectful, relevant and accurate manner.
a. During their year of service, the KTOY is required to provide the following statement anytime he/she publishes a written statement, participates in an interview, or with his/her bio when doing a speaking engagement:
i. The Kentucky Department of Education provides funding to support a sabbatical for the Kentucky Teacher of the Year to engage in state-level projects which support and elevate the teaching profession. The contents, opinions, and viewpoints contained herein are those of the Kentucky Teacher of the Year, Molly Seifert, and do not necessarily represent the official views and opinions of the Kentucky Department of Education.
b. The KTOY will receive regular media guidance, mentorship and advice from the KDE Division of Communications during their service year.
c. KDE requests that the KTOY update the KDE Communications Team about any KTOY-related media requests, requests for speaking services or writing invitations (even ones the KTOY chooses to decline).
d. The KTOY has a standing invitation to submit columns for consideration to KDE's Kentucky Teacher.
e. If the KTOY requests that KDE promote or publish materials with positions contrary to KDE, the KDE Division of Communications will:
i. Work with the KTOY to see if a mutually acceptable position can be reached;
ii. Communicate in writing that the position is contrary to the views of KDE; and
iii. May communicate that the information will not be published on KDE communication platforms.
f. KDE offers KTOY-specific social media accounts on Instagram and X (formerly Twitter). If interested, the KTOY may manage (following training) these accounts to amplify their projects and activities related to the KTOY Program. Alternately, the KTOY is welcome to use their own social media accounts and, if interested in being amplified through KDE's social media networks, must adhere to KDE's social media and accessibility guidelines.

4. If seeking reimbursement from KDE, the KTOY must adhere to KDE's travel policies.
a. If seeking travel reimbursement from KDE, the KTOY must submit all requests in advance of travel. The requests must be approved by KDE's Division of Educator Recruitment and Development, and the KTOY must be in receipt of the KDE's Office of Finance and Operations final travel authorization email prior to commencing travel.
b. All requests must adhere to KDE's travel policies and guidelines.
i. Note: The KTOY's "office of record" for KDE's travel purposes is considered their home address.

ii. If the KTOY's home address is more than 40 miles away from KDE (300Sower Blvd, Frankfort, KY 40601), KDE may provide mileage and hotel reimbursement to the KTOY on a request-for-approval basis.

5. It is important to note that the KTOY serves as an ambassador for education across the Commonwealth, including all teachers and students. As such, in his/her capacity as KTOY, he/she abstains from endorsements of any kind until their year as KTOY is complete.

Pricing:
One individual (top-ranked candidate overall) will be named Kentucky's Teacher of the Year and will receive an award/stipend of $10,000.

Pricing:
Contract total: $10,000

Remit all invoices, bills, or requests for payment to: Kelly Dunmire, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Blvd, 5th Floor, Frankfort, KY 40601, or email to Kelly.dunmire@education.ky.gov.

KENTUCKY DEPARTMENT OF EDUCATION
ADDITIONAL TERMS AND CONDITIONS

Discrimination

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

Choice of Law and Forum

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

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

Requirements for Reporting to Kentucky Teachers Retirement System:
Please note that, if contractor is a current retiree of the Kentucky Teachers Retirement System (KTRS), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would

occur, regardless of whether a contract is awarded to the individual directly, or to another legal entity for which the individual works.

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

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

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

508 Compliance

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.1. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194.2, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.
Vendor will use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content, which are incorporated by reference.

Family Educational Rights and Privacy Act

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

Data Security and Breach Protocols

Contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS

61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

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

An account 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.

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.

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)

*** 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.

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 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, 5th Floor

City, State and Zip: Frankfort KY 40601
Attention: Kelly Dunmire

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

Memorandum of Agreement Standard Terms and Conditions
Revised July 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

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.

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)

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.

9.0 Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services except when the agency has transmitted a rejection notice to the vendor in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract.

Payments are predicated upon agreed upon payment milestones set forth in the agreement and/or 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 agency representative and, except Personal Service Contract invoices, shall include the following information, as applicable:

(1) Contract and/or delivery order number;
(2) Name of Contractor Entity or Individual;
(3) Contractor designated point of contact;
(4) Unique Invoice Number;
(5) Invoice Date;
(6) Item numbers;
(7) Descriptions of goods or services provided;
(8) Sizes of goods provided;
(9) Quantities provided;
(10) Unit prices; and
(11) Extended totals (unit price x quantity) for invoiced line items.

For Personal Service Contracts, invoices must be submitted on the Personal Service Contract Invoice form established by the Government Contract Review Committee, available at:

https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf

The Commonwealth will make a good faith effort to notify the Contractor within fifteen (15) working days of the Contractor's failure to submit a proper invoice or a dispute of the goods or services provided. The Contractor shall address the Commonwealth's concerns within ten (10) calendar days and resubmit a corrected invoice with a new invoice number for payment. If the Contractor has not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the Commonwealth has not notified the Contractor of any issue with the invoice or the goods and/or services and the Contractor has not received payment by the twenty-fifth (25^{th}) business day after the Contractor submitted the invoice, the Contractor should notify its Commonwealth contract representative that its invoice is still pending payment.
Except as otherwise explicitly provided in the contract, payments shall be issued to the Contractor within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/ or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the Contractor shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at:

https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx

If submission to the purchasing agency fails to resolve the payment dispute, the Contractor may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the Contractor a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the Contractor after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the Commonwealth and the Contractor. After a resolution is determined, the purchasing agency shall begin to assess penalties due the Contractor and remit the penalty payment to the Contractor within five (5) working days.

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