



Issue Paper

DATE:

September 8, 2027

AGENDA ITEM (ACTION ITEM):

Consider/Approve MOA with Govly for the release of records to be used for a commercial purpose.

APPLICABLE BOARD POLICY:

01.6 AP.2: Inspection of Board Records

HISTORY/BACKGROUND:

Board Procedure 01.6 AP.2 states:

Applicants requesting copies of public records for a commercial purpose (KRS 61.874) shall provide a certified statement to the District stating the commercial purpose for which the records shall be used and shall be required to enter into a contract with the District. The contract shall state the fee required by the District to produce copies to be used for a commercial purpose.

Because the records being requested will be used for commercial purposes, KCS D may charge the requesting organization a fee for providing this service and records to them. As noted in procedure, a contract is required, outlining the fee and purpose for the requested records.

Attached are copies of both the proposed MOA for approval, which has been vetted by Board Counsel Deters, and also the certified statement by the requestor indicating the commercial purpose for the use of the requested records.

FISCAL/BUDGETARY IMPACT:

KCS D will charge \$250 to Govly for services to provide the requested records

RECOMMENDATION:

Approve the MOA with Govly for the release of records to be used for a commercial purpose.

CONTACT PERSON:

Dr. David A. Rust

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.



2261 Market Street, STE 10678, San Francisco, CA 94114 | www.govly.com

July 29, 2026

Dr. David Rust
District Records Specialist
Kenton County Schools
2044 Tuscanyview Drive
Covington, KY 41017

Re: Certified Statement of Commercial Purpose — Kentucky Open Records Request

Dear Dr. Rust:

Thank you for your response regarding Govly's Kentucky Open Records Act request for purchasing/transaction records covering the period January 1, 2024 to present. As requested, and pursuant to KRS 61.874, I am providing this certified statement of the purpose for which the requested records will be used.

For context, Nick Ford (a resident in the Commonwealth of Kentucky) is Govly's acquisition specialist and has been serving as your primary point of contact for the day-to-day coordination of this request. Legal and contractual documentation of this nature, including this certified statement and the forthcoming MOA, falls outside the scope of his role. As the manager overseeing Govly's SLED data acquisition efforts, I hold signing authority on Govly's behalf for this type of documentation.

Certification of Commercial Purpose

I, the undersigned, certify on behalf of Govly, Inc. ("Govly") that the public records requested from Kenton County School District will be used for a commercial purpose, as defined in KRS 61.870(4)(a). Specifically, Govly is a software company that aggregates publicly available government purchasing and procurement data into a data platform. Govly and its customers use this data to identify government purchasing patterns, vendor relationships, and contracting activity in support of Govly's commercial software and data services, from which Govly derives revenue through subscription fees.

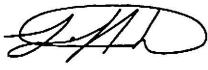
This certification is made in accordance with KRS 61.874(4)(b), which permits an agency to require a requester to certify whether records will be used for a commercial purpose prior to production, and to require the requester to enter into a contract governing that use.

Acknowledgment of Fee and Memorandum of Agreement

Govly acknowledges the \$250.00 production fee associated with this request and confirms its intent to proceed. Govly is prepared to enter into a Memorandum of Agreement (MOA) with Kenton County School District governing the fee and the commercial use of the records, consistent with KRS 61.874 and district policy. Please forward a draft MOA at your earliest convenience so that we may review and execute it promptly.

Please let me know if any additional information is needed to proceed. We appreciate your assistance and look forward to working with your office to complete this request.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Lee', written over a horizontal line.

Jeff Lee
SLED Data Acquisition Manager
Govly, Inc.
jeff@govly.com | (314)761-5908



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

**THE KENTON COUNTY
BOARD OF EDUCATION**

2044 Tuscanyview Dr., Covington, KY 41017
859.344.8888 – Fax 859.344.1531
www.kenton.kyschools.us
Dr. Henry Webb, Superintendent

**MEMORANDUM OF AGREEMENT
For Release of Public Records for Commercial Purpose**

This Memorandum of Agreement ("Agreement") is entered into by and between **The Kenton County School District**, by and through its records custodian and authorized representatives ("District"), and **Govly, Inc.**, a for-profit organization, by and through its authorized representative, **Jeff Lee** ("Requestor").

This Agreement is made for the purpose of defining the terms under which the District may release certain nonexempt public records requested by Requestor for a commercial purpose, pursuant to KRS 61.874(4), applicable Kentucky Open Records requirements, and District policy.

This Agreement shall become effective on the date of the last signature below and shall remain in effect until the records covered hereunder are produced.

1. Identification of Parties

The parties to this Agreement are:

Public Agency:

The Kenton County School District
Records Custodian: Dr. David A. Rust

Requestor / Commercial User:

Govly, Inc.
Representative: Jeff Lee
Title: SLED Data Acquisition Manager
Address: 2261 Market Street, STE 10678, San Francisco, CA 94114

The original open records request was submitted by Nick Ford, identified by Govly as its acquisition specialist and primary point of contact for day-to-day coordination of the request. Govly has represented that Jeff Lee has signing authority on Govly's behalf for legal and contractual documentation related to this request.

2. Records Requested

The records subject to this Agreement are purchasing and transaction records maintained by the District for the period of January 1, 2024 to current, as responsive to Govly's open records request.

Govly has requested that responsive records be provided, where available and appropriate, in unscanned and editable CSV, Excel, or TXT format. The specific purchasing data requested includes:

1. Purchase Order Number, or if a purchase order number is not used, a comparable number such as an encumbrance number or invoice number;
2. Purchase Date;
3. Purchase Amount;

4. Line Item Quantity;
5. Line Item Description;
6. Vendor Name; and
7. Department/School Name or Code, including, if applicable, an additional report identifying the department or school name associated with any code used.

Govly has stated that it is not requesting a list of individuals or contact information.

The District reserves the right to withhold, redact, or otherwise protect any records or portions of records that are exempt from disclosure under applicable federal law, state law, privacy requirements, student confidentiality requirements, or District policy.

The District further reserves the right to determine the format and manner of production consistent with applicable law, the format in which the records are maintained, District technological capacity, and District policy.

3. Certified Commercial Purpose

Requestor acknowledges and certifies that the requested records are being requested for a commercial purpose. The commercial purpose is defined as follows:

Govly, Inc. is a software company that aggregates publicly available government purchasing and procurement data into a data platform. Govly and its customers use this data to identify government purchasing patterns, vendor relationships, and contracting activity in support of Govly's commercial software and data services, from which Govly derives revenue through subscription fees.

Requestor agrees that this stated commercial purpose is the sole authorized commercial purpose for which the records may be used.

4. Limitation on Use

Requestor shall use the records only for the commercial purpose expressly stated in Section 3 of this Agreement.

Requestor shall not use, disclose, sell, resell, transfer, distribute, sublicense, publish, repurpose, or knowingly allow the use of the records, in whole or in part, for any commercial purpose other than the purpose expressly stated in this Agreement, unless prior written approval is obtained from the District and any additional statutory or policy requirements are satisfied.

Requestor further agrees that the records shall not be used in any manner that violates KRS 61.874, the Kentucky Open Records Act, federal or state privacy laws, student confidentiality protections, or District policy.

5. Fee for Production and Release of Records

The parties agree that the cost of producing and sharing the requested records for the stated commercial purpose is **Two Hundred Fifty Dollars (\$250.00)**.

Total payment will be made, in advance, via company check, money order, or other payment method approved by the District.

This fee reflects the cost associated with producing and sharing the requested records in accordance with KRS 61.874(4), including applicable media, mechanical processing, staff time, and/or other costs permitted by law and District policy.

6. Payment Required Before Release

No records shall be released to Requestor until:

- a. This Agreement has been reviewed, approved, and fully executed by both parties; and
- b. The District has received procurement payment in the amount of **Two Hundred Fifty Dollars (\$250.00)**.

The District shall have no obligation to produce, transmit, or otherwise release the requested records until both conditions are fully satisfied.

7. Release of Records

After this Agreement is fully executed and payment is received, the District will provide the nonexempt responsive records in the format and manner determined appropriate by the District and consistent with applicable law and policy.

The District does not warrant that the records will meet Requestor's business, analytical, commercial, subscription-service, data-platform, or client-service objectives. The records are provided as public records maintained by the District, subject to any lawful redactions, exclusions, limitations, formatting constraints, or system limitations.

8. Compliance with Law and Policy

Requestor agrees to comply with all applicable federal, state, and local laws, including but not limited to the Kentucky Open Records Act, KRS 61.874, applicable privacy laws, confidentiality requirements, and any District policies governing the release and use of public records.

Requestor acknowledges that Kentucky law prohibits obtaining public records for a commercial purpose without stating the commercial purpose when required, and prohibits using or knowingly allowing the use of public records for a commercial purpose different from the purpose stated.

9. No Transfer of Ownership

Nothing in this Agreement shall be interpreted as transferring ownership of District records, data, intellectual property, systems, databases, software, reports, financial systems, or information infrastructure to Requestor. The District is only permitting use of the released records for the specific commercial purpose stated in this Agreement.

10. Indemnification

To the extent permitted by law, Requestor agrees to indemnify, defend, and hold harmless The Kenton County School District, its Board of Education, officers, employees, agents, and representatives from and against any claims, damages, liabilities, losses, costs, or expenses arising from Requestor's use, misuse, disclosure, redistribution, resale, publication, data aggregation, platform use, or unauthorized commercial use of the records released pursuant to this Agreement.

11. Term

This Agreement shall become effective on the date of the last signature below and shall remain in effect only for the use of the records for the commercial purpose stated in this Agreement.

Any subsequent request for additional records, any materially different use of the records, or any change in the stated commercial purpose may require a new certified statement, additional review, additional payment, and/or a separate agreement.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the release and use of the requested records for the stated commercial purpose. Any amendment or modification must be in writing and signed by authorized representatives of both parties.

13. Authority to Sign

Each individual signing this Agreement represents that he or she has authority to bind the party on whose behalf the Agreement is signed.

THE KENTON COUNTY SCHOOL DISTRICT

By: _____ Date: _____

Name: Dr. David A. Rust

Title: Records Custodian

GOVLY, INC.

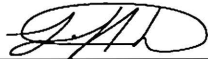
By:  _____ Date: 8/7/2026

Name: Jeff Lee

Title: SLED Data Acquisition Manager

Requestor Certification

I certify that the records requested from The Kenton County School District will be used only for the commercial purpose stated in this Agreement and will not be used or knowingly allowed to be used for any different commercial purpose.

Signature:  _____ Date: 8/7/2026

Printed Name: Jeff Lee

Organization: Govly, Inc.