

Subcontract No: —

MEMORANDUM OF AGREEMENT

**THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA**

AND

**JEFFERSON COUNTY BOARD OF
EDUCATION**

THIS Memorandum of Agreement ("Agreement"), entered into by and between The Rector and Visitors of the University of Virginia ("Sponsor"), a not-for-profit educational institution of the Commonwealth of Virginia with administrative offices located at 1001 North Emmet Street, Charlottesville, Virginia 22904-4195, on behalf of its Curry School of Education's Youth-Nex program, and Jefferson County Board of Education, a Kentucky public school district operating under the name of the Jefferson County Public Schools (hereinafter JCPS), with its principal place of business at 3332 Newburg Road, Louisville, KY 40218, is for the purpose as hereinafter set forth.

WHEREAS, Sponsor is the recipient of private funding in support of the Compassionate Schools Project ("Project"), and said funding approves a collaborative effort by Sponsor and JCPS; and

WHEREAS the Project contemplated by this Agreement is of mutual interest and benefit to Sponsor and JCPS,

THEREFORE, the parties mutually agree as follows:

I. Project Overview

The Compassionate Schools Project is a five-year research project funded through a gift fund to the University of Virginia and administrated within the Youth-Nex Center/the Curry School of Education.

The project focuses on developing and implementing a health education curriculum for students, grades K-5, that combines mindfulness training, learning postures that help with awareness of the body and self-control, social and emotional skills that increase emotional awareness, perspective taking, working well with others, and nutrition information that promotes healthier eating habits. The research interest is in testing the benefits of such a curriculum for children's health, behavior, academic engagement and achievement.

An accompanying component is that all teachers in participating schools where the program is offered will be offered a voluntary mindfulness and yoga class 3-4 times per week during the year instruction is offered. Participating JCPS schools for the 2018-19 school year will be determined by July 1, 2018.

A. Sponsor agrees to:

1. Implement curriculum for K-5 students in 11 schools.
2. Identify best methods to work within school needs.
3. Enable data access for JCPS submission of data to Sponsor.
4. Complete evaluation assessment as described in Section V.
5. Work with JCPS team to secure appropriate Sponsor and JCPS IRB approvals.

B. Jefferson County Public Schools agrees to:

1. Continue employment of up to 11 full-time qualified instructors, with either six years of mindfulness practice or three years of instruction, who:
 - o meet all JCPS requirements for instructor positions,
 - o will provide curriculum in participating schools,
 - o will be trained in and deliver the curriculum as designed,
 - o will agree to meet with Sponsor's coordinator to review progress and convey their impressions of how the implementation of the curriculum is progressing, and
 - o will advise Sponsor's team on refinements to enhance the usefulness of the curriculum in the classroom.
2. Work with Sponsor team to secure appropriate Sponsor and JCPS IRB approvals.
3. Work with Sponsor team to support completion of evaluation assessments as planned.

II. Technical Supervision

- A. Sponsor: Patrick Tolan (Director of Youth-Nex and Professor, Curry School) is the Principal Investigator/Administrator for the project, Patricia Jennings, Associate Professor in the Curry School, is the Co-Investigator. Professor Tolan oversees all operations and administration and has ultimate responsibility for conduct of the study. Professor Jennings is responsible for content of the curriculum that makes up the health education classes and will oversee implementation.

Alexis Harris, Research Assistant Professor in the Curry School will oversee the project operations and implementation in Louisville, the collection of data once data collection begins, and curriculum development.

- B. JCPS: Suzanne Wright, Director of Curriculum Management for JCPS, will serve as the Project Director. She will oversee the project within JCPS and serve as the

primary liaison to the Principal Investigator. Donna Benton, Practical Living Specialist, will provide assistance to the participating schools in implementing the program.

III. Period of Performance: Performance under this Agreement shall begin July, 1 2018 and shall not extend beyond the estimated completion date of June 30, 2019 ("Term") unless the Term is further extended for additional periods under terms as may be mutually agreed upon in writing. Sponsor agrees to give JCPS notice in writing of its intention to continue the Project not less than sixty (60) days prior to the completion date.

IV. Data Confidentiality and Data Security

- A. The term "data" as used in this Agreement refers to the data relating to the implementation of the project in JCPS schools that will be provided to Sponsor by JCPS. Sponsor acknowledges that the data is confidential data and proprietary to JCPS, and agrees to protect the data from unauthorized disclosures and to comply with JCPS Board Policy 09.14 and all applicable Local, State and Federal confidentiality laws and regulations including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. Part 99 (together, "FERPA"); the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; and the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 to 61.934.
- B. If the performance of this Agreement involves the transfer by JCPS to Sponsor of any data regarding any JCPS student that is subject to FERPA, Sponsor agrees to:
1. In all respects comply with the provisions of FERPA.
 2. Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than Sponsor and its employees, contractors and agents, without the approval of JCPS.
 3. Require all employees, contractors and agents of Sponsor to comply with all applicable provisions of FERPA with respect to any such data.
 4. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
 5. Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of Sponsor having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.

6. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date within it is no longer needed by Sponsor for the purposes of the Project.
 7. If free or reduced price lunch eligibility data (i.e., free or reduced price lunch eligibility data which is the student poverty indicator for most education programs) is to be released to Sponsor, then JCPS shall disclose this data to Sponsor, upon written request from Sponsor to JCPS utilizing the U.S. Department of Agriculture prototype request and confidentiality agreement, and upon JCPS agreeing that Sponsor has demonstrated that disclosure is allowed by 7 C.F.R. 245.6. A description of any data protected by 7 C.F.R. 245.6 which is to be disclosed under this Agreement shall be included in Exhibit A. Any agreed upon changes to such protected data disclosed or to the studies based upon such protected data shall be reduced to writing and included in Exhibit A to this Agreement in accordance with Section IX of this Agreement.
- C. Sponsor shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. If Sponsor becomes legally compelled to disclose any confidential and otherwise personally identifiable data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then Sponsor shall use all reasonable efforts, if permitted by applicable law, to provide JCPS with prior notice before disclosure so that JCPS may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure JCPS's compliance with the confidentiality requirements of federal or state law; provided, however, that Sponsor will use all reasonable efforts to maintain the confidentiality of confidential and otherwise personally identifiable data. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Sponsor will only disclose that portion of confidential and otherwise personally identifiable data that Sponsor is legally required to disclose.
- D. Sponsor shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data, other than publications permitted under Section IV.M of this Agreement.
- E. Sponsor shall not use data shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in this Agreement shall be construed to authorize Sponsor to have access to additional data from JCPS that is not included in the scope of this Agreement (or addenda). Sponsor understands that this Agreement does not convey ownership of the data to Sponsor.

F. Sponsor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:

1. Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative, technical and physical security safeguards, and outline staff responsibilities for maintaining data security;
2. Encrypting all data carried on mobile computers/devices;
3. Encrypting data before it is transmitted electronically;
4. Requiring that users be uniquely identified and authenticated before accessing data;
5. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;
6. Ensuring that all staff accessing data are bound by the terms of their employment or other written agreement to terms at least as restrictive as this agreement.
7. Securing access to any physical areas/electronic devices where sensitive data are stored;
8. Installing a firewall to permit or deny network transmissions based upon a set of rules; and
9. Installing anti-virus software to protect the network.

G. If Sponsor receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 to 61.934 (the "Act"), Sponsor shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:

1. "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:
 - a. An account, 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;

- b. A Social Security number;
- c. A taxpayer identification number that incorporates a Social Security number;
- d. A driver's license number, state identification card number or other individual identification number issued by an agency;
- e. A passport number or other identification number issued by the United States government; or
- f. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.
 - i. 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."
 - ii. Sponsor shall not re-disclose, without the written consent of JCPS, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
 - iii. Sponsor agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - iv. Sponsor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

H. Sponsor shall report all known or suspected breaches of the data, in any format, to Dr. Dena Dossett, Chief, Data Management, Planning and Program Evaluation Division. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discover the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) the storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.

- I. Sponsor shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement. Sponsor agrees to require all employees, contactors, or agents of any kind using JCPS data to comply with this provision. Sponsor agrees to document the methods used to destroy the data, and upon request, provide certification to JCPS that the data has been destroyed.
- J. For purposes of this Agreement and ensuring Sponsor's compliance with the terms of this Agreement and all application of the state and Federal laws, Sponsor designates Dr. Patrick Tolan (or an alternative designee(s) as the temporary custodian ("Temporary Custodian") of the data that JCPS shares with Sponsor. JCPS will release all data and information under this Agreement to Temporary Custodian. Temporary Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the return or destruction of the data as described below. JCPS or its agents may, upon request, review the records Sponsor is required to keep under this Agreement. References to the obligations of Temporary Custodian, as an employee of Sponsor, under this Agreement shall refer to the obligation of Sponsor as party to this Agreement to ensure that such Temporary Custodian complies with the terms and conditions of this Agreement.
- K. Sponsor has the right, consistent with scientific standards, to present, publish, or use results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and not outside the bounds of a research study.
- L. Should Sponsor use or collect data for conducting a research study, Sponsor will separately submit an external research request through JCPS's online system:
<https://assessment.jefferson.kyschools.us/DRMS/>.
- M. Should Sponsor present, publish, or use student results it has gained in the course of its analysis, Sponsor shall adhere to the following terms:
 - 1. Sponsor shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed.
 - 2. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student, parent, or teacher.
 - 3. **No less than fifteen (15) business days prior** to public disclosure of its data analysis, Sponsor will provide JCPS a manuscript or other draft of the proposed public disclosure. Within fifteen (15) business days following receipt thereof, JCPS will notify Sponsor in writing if the proposed

disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction.

4. Sponsor shall provide JCPS, free of charge and within thirty (30) days, a copy of any report or publication that is generated using the data.
5. Reports or articles based on data obtained from JCPS under this Agreement must include the following acknowledgment: "This report/article was made possible, in part, by the support of the Jefferson County, Kentucky, Public Schools. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of the Jefferson County, Kentucky, Public Schools." **JCPS must be cited as the source of the data in all tables, reports, presentations, and papers.**

N. Sponsor acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement.

- V. **Reporting:** Sponsor must, at a minimum, provide to JCPS a report by January 31, 2019 and June 30, 2019 addressing the project's implementation, impact and benefits on research interests stated in Section I in the format outlined in Attachment A.

Reports should be submitted by email or mail to:

Dr. Dena Dossett
Chief Data Management, Planning & Program Evaluation
VanHoose Education Center,
3332 Newburg Road
Louisville, KY 40218
dena.dossett@jefferson.kyschools.us

Copy to:

Suzanne Manuel Wright
Director of Curriculum Manager
Jaeger Education Center
502 Wood Road Louisville, KY 40222
suzanne.wright@jefferson.kyschools.us

- VI. **Cost and Payment:** This is a cost-reimbursement agreement. Sponsor's maximum liability under this Agreement, assuming Sponsor authorizes the hiring of 11 teachers, shall not exceed \$816,256 (budget attached hereto and identified as Attachment B). The parties estimate that this amount is sufficient to complete the Project; provided, however, that if the funds are exhausted before the Project is completed, JCPS Project Director shall, at the option of

Sponsor, either submit a report on what has been accomplished to date, or shall provide an estimate of further funds required to complete the Project and shall continue if such funds are provided by Sponsor. Sponsor shall reimburse JCPS for the total cost specified above in **monthly** payments. JCPS shall provide to Sponsor each month an invoice for the work completed. Invoices shall be mailed to:

The University of Virginia
Curry School of Education, Youth-Nex
Attention Crystal Haislip,
P.O. Box 400281,
Charlottesville, Virginia 22904-4281.

Each invoice must reference the Project title and Agreement number for purposes of identification.

VII. Termination: This Agreement may be terminated by either party with or without cause upon not less than sixty (60) days written notice to the other party. This Agreement may be terminated immediately by Sponsor upon ten (10) business day's written notice to JCPS for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately should the funding provided to Sponsor be withdrawn, rescinded or otherwise cancelled beyond the control of Sponsor. Upon termination prior to completion of the Project, Sponsor shall be responsible for payment of all JCPS costs incurred in the performance of this Agreement prior to termination, and for JCPS's reasonable non-cancelable commitments, not to exceed the maximum liability of Sponsor stated in section VI.

VIII. No Employment Relationship Created: None of the teachers hired by JCPS hereunder shall be considered employees of Sponsor and this Agreement shall not create an employment or joint employment relationship. JCPS has the sole authority to hire, supervise, train and discipline all teachers hired using funds provided by Sponsor. Sponsor is under no obligation to pay wages or provide benefits to any of the teachers.

IX. Modifications. No waiver, alteration or modification of the provisions in this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved through University's Office of Sponsored Programs, P.O. Box 400195, Charlottesville, Va. 22904-4195 (phone: 434-924-4270; fax: 434- 982-3096).

X. This Agreement may be executed in one or more counterparts, each of which

shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by Facsimile or .pdf. The parties agree that Facsimile or .pdf copies of signatures have the same effect as original signatures.

- XI. Entire Agreement.** This Agreement, together with any attachments hereto and any written amendment or modification that may hereafter be agreed to by the parties in accordance with Section IX, constitute the entire understanding between the parties with respect to the subject- matter hereof and supersede any and all prior understandings and agreements, oral or written, relating hereto.

ACCEPTED:

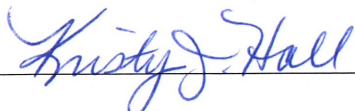
Jefferson County Public Schools

Dr. Martin Pollio
Superintendent

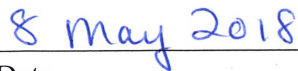
Date

ACCEPTED:

The Rector and Visitors of the University of Virginia



Kristy J. Hall
Director of Contracts



Date

**University of Virginia
Compassionate Schools Project**

Reporting Period:

Date of Report:

Name of Person Preparing Report:

Email of Person Preparing Report:

Project Implementation

Data Collected:

Data Collection Instruments:

Data Collection Dates:

Results/Findings:

Project Impact

Data Collected:

Data Collection Instruments:

Data Collection Dates:

Results/Findings:

Project reports, articles, documents created/published since last report (list title and date):

**Compassionate Schools Project
University of Virginia Board of Regents Subcontract
July 1, 2018 - June 30, 2019**

Salaries
Teachers - 11
187 days
\$683,172

Extended Time Certified - 11 teachers @ \$332,1199 per day
(2 parent/teacher conferences & 1 start-up day)
\$10,960

Substitutes
11 @ \$150 per day @ 10 days
\$16,500

Stipends for PD
22 teachers @ \$47,4457 per hour @ 36 hours
(daily rate for required PD)
\$37,577

Fringe Benefits
Teachers- 187 days
Life Insurance \$594
Liability Insurance \$475
Long Term Disability \$2,050
Medicare Match \$9,906
KTRS \$20,495
Unemployment \$660
Workers Compensation \$1,981

Teachers Extended Time Certified

Attachment B

Medicare Match	\$159
KTRS	\$329
Unemployment	\$110
Workers Compensation	\$32

Substitutes:

Liability Insurance	\$475
Medicare Match	\$239
KTRS	\$495
Unemployment	\$165
Workers Compensation	\$48

Stipends

Medicare Match	\$545
KTRS	\$1,127
Unemployment	\$376
Workers Compensation	\$109

Materials - \$250 each teacher
11 teachers @ \$250 each

\$2,750

Total Direct Costs

\$791,329

Indirect Cost @ 3.15%

\$24,927

Total

\$816,256

Exhibit A

This exhibit is blank and not applicable since Sponsor will not request individual level free or reduced lunch data without modification of this Agreement according to Section IX.

Contact Information:

Research Organization Legal Name:

Primary Data Custodian Name:

Title:

Phone:

Email:

Secondary Data Custodian Name:

Title:

Phone:

Email:

Section I – to be completed by all requestors:

Describe purpose, scope and duration of study – *use of data received under this agreement is limited to purpose and scope defined.*

- Describe purpose and scope of the study.
- Describe any grant, third party or other funding source for study.
- Describe how results of study will be used and include Vision 2020 strategy supported by the study.

Start Date of Study:

End Date of Study:

Data Being Requested – provide specific data elements needed to complete study.

Section II – Complete if Personally Identifiable Information (PII) is being requested:

- Justify your request for student/individual level data.
- Explain why study could not be completed using aggregate-level data without PII.

Special requirements for requests for Personally Identifiable Information (PII)

- *Student-Level/Individual detail from education records can only be used to meet the purpose or purposes of the study as stated in this MOU for duration as defined.*
- *Research Organization agrees to conduct the study in a manner that does not permit the personal identification of parents, students, individuals by anyone other than designated data custodians.*
- *Research Organization agrees to destroy all PII from education records and confidential data from other records.*

If Free/Reduced Lunch status is needed on PII, complete Section III.

Section III

Complete if free or reduced -price lunch eligibility data is required for Project

Disclosure of Free and Reduced Price Information

A. Purpose and Scope

Jefferson County Public Schools, DATA PROVIDER, and _____ acknowledge and agree that children's free and reduced price meal and free milk eligibility information obtained under provisions of Richard B. Russell National School Lunch Act (42 USC 1751 et. seq.) (NSLA) or Child Nutrition Act of 1966 (42 USC 1771 et. seq.) (CNA) and the regulations implementing these Acts is confidential information. This Agreement is intended to ensure that any information disclosed by the DATA PROVIDER to _____ about children eligible for free and reduced price meals or free milk will be used only for purposes specified in this Agreement and that the DATA PROVIDER and _____ recognize that there are penalties for unauthorized disclosures of this eligibility information.

B. Authority

Section 9(b) (6) (A) of the NSLA (42 USC 1758(b) (6) (A)) authorizes the limited disclosure of children's free and reduced price meal or free milk eligibility information to specific programs or individuals, without prior parent/guardian consent. Except that, the parent/guardian must be provided the opportunity to decline to share eligibility information prior to the disclosure for identifying children eligible for benefits under or enrolling children in the State Medicaid Program and the State children's health insurance program. Additionally, the statute specifies that for any disclosures not authorized by the statute, the consent of children's parents/guardians must be obtained prior to the disclosure.

The requesting agency certifies that it is currently authorized to administer the following program(s) and that information requested will only be used by the program(s) indicated.

Check all that Apply	Program	Information Authorized
<input type="checkbox"/>	<i>Medicaid or the State children's health insurance program (SCHIP), administered by a State or local agency authorized under titles XIX or XXI of the Social Security Act. Specify Program:</i>	All eligibility information unless parents elect not to have information disclosed.
<input type="checkbox"/>	<i>State health program other than Medicaid/SCHIP, administered by a State agency or local education agency. Specify Program:</i>	Eligibility status only; consent not required
<input type="checkbox"/>	<i>Federal health program other than Medicaid/SCHIP Specify Program:</i>	No eligibility information unless parental consent is obtained.
<input type="checkbox"/>	<i>Local health program Specify Program:</i>	No eligibility information unless parental consent is obtained.
<input type="checkbox"/>	<i>Child Nutrition Program under the National School Lunch Act or Child Nutrition Act Specify Program:</i>	All eligibility information; consent not required.
<input type="checkbox"/>	<i>Federal education program Specify Program:</i>	Eligibility status only; consent not required.
<input type="checkbox"/>		Eligibility status only; consent

	State education program administered by a State agency or local education agency	not required.
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Note: Section 9(b)(6)(A) specifies that certain programs may receive children's eligibility status only, without parental consent. Parental consent must be obtained to disclose any additional eligibility information. Section 9(b)(6)(D)(ii) specifies that for State Medicaid or SCHIP, parents must be notified and given opportunity to elect not to have information disclosed. Social security numbers may only be disclosed if households are given notice of the disclosure and the uses to be made of their social security numbers as required by Sec. 7 of the Privacy Act.

C. Responsibilities

DATA PROVIDER will:

When required, secure parents/guardians consent prior to any disclosure not authorized by the National School Lunch Act or any regulations under that Act, unless prior consent is secured by the receiving agency and made available to the determining agency;

For State Medicaid and SCHIP, notify parents/guardians of potential disclosures and provide opportunity for parents/guardians to elect not to have information disclosed;

Disclose eligibility information only to persons directly connected to the administration or enforcement of programs authorized access under the National School Lunch Act or regulations under the Act or to programs or services for which parents/guardians gave consent.

RESEARCH ORGANIZATION will:

Ensure that only persons designated as data custodians and listed on Exhibit E who are directly connected with the administration or enforcement of the _____ (program) and whose job responsibilities require use of the eligibility information will have access to children's eligibility information.

Use children's free and reduced price eligibility information for the following specific purpose(s):

Describe:

Inform all persons that have access to children's free and reduced price meal eligibility information that the information is confidential, that children's eligibility information must only be used for purposes specified above, and the penalties for unauthorized disclosures.

Protect the confidentiality of children's free and reduced price meal or free milk eligibility information as follows:

Specifically describe how the information will be protected from unauthorized uses and further disclosures:

D. Effective Date

This agreement shall be effective during the dates of duration for the study.

E. Penalties

Any person who publishes, divulges, discloses, or makes known in any manner, or to any extent not authorized by Federal law (Section 9(b)(6)(C) of the National School Lunch Act; 42 USC 1758(b)(6)(C)) or regulation, any information about a child's eligibility for free and reduced price meals or free milk shall be fined not more than a \$1,000 or imprisonment of not more than 1 year or both.

F. Signatures

The parties acknowledge that children's free and reduced price meal and free milk eligibility information may be used only for the specific purposes stated above; that unauthorized use of free and reduced price meal and free milk information or further disclosure to other persons or programs is prohibited and a violation of Federal law which may result in civil and criminal penalties.

Research Organization

Typed or Printed Name: _____

Title: _____ Phone: _____

Signature: _____

Date: _____

Data Provider

Name: _____

Title: _____ Phone: _____

Signature: _____

Date: _____

**Any attachments will become part of this agreement.*