

FLOYD COUNTY BOARD OF EDUCATION
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Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Action/Discussion Item: Consider\Approve the NCAC Agreement between IDEMIA Identity and Security USA, LLC and the Floyd County Schools.

Applicable Statutes or Regulations: BOE Policy 0.11 Powers and Duties of the Local Board of Education.

Background and major Policy Implications: There has been a change statewide in the method for conducting background checks. Fingerprint cards will no longer be accepted from employers, as the move is being made to digitally scanned fingerprints. The scans will take place at Kentucky State Police posts and this agreement allows us to participate in the Kentucky Digital Fingerprint Program.

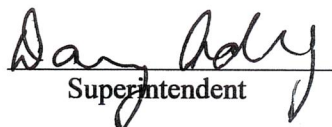
Fiscal Budgetary Impact: Approximate increase of \$2000.00 annually for background checks due to digital service fee per applicant.

Alternatives: None proposed.

Recommended Action: To approve the agreement with IDEMIA and the Floyd County Schools

Contact Person: Angela Duncan, 606.886.4525

Date: December 21, 2020


Superintendent


Administrator



Kentucky

Digital Fingerprint Program

This NCAC Agreement ("Agreement") is between IDEMIA Identity and Security USA, LLC ("IDEMIA") and the company or organization identified below ("Customer"), and sets forth the terms and conditions under which IDEMIA will provide no-charge authorization codes ("Authorization Code(s)") to Customer for distribution to applicants required to submit to a fingerprint based background check ("Applicant(s)") through the Commonwealth of Kentucky, Digital Fingerprint Program.

Applicants will present an Authorization Code to IDEMIA at the time IDEMIA collects their fingerprints and verifies their biographic information ("Applicant Information"). Upon IDEMIA's collection of Applicant Information, IDEMIA will charge the credit card identified by Customer in a Credit Card Authorization Agreement ("Credit Card").

IDEMIA will provide an initial quantity of 50 (minimum order of 50) Authorization Codes to Customer upon execution of this Agreement and a Credit Card Authorization Agreement. All of the codes will expire six (6) months of the date of issuance to Customer or at the date of expiration of the Credit Card, whichever occurs first. Customer will not be charged for Authorization Codes that have not been redeemed before expiration. IDEMIA will provide additional Authorization Codes at a quantity (minimum order of 50) requested by Customer. The provision and redemption of additional Authorization Codes provided to Customer will be governed by the terms of this Agreement.

IDEMIA will provide all Authorization Codes to an email address provided by Customer, in a password-protected file. Customer may distribute the Authorization Codes to applicants via any method of delivery (e.g., email, US mail).

If the Commonwealth of Kentucky or other relevant government agency authorizes or dictates a fee increase or decrease in Fingerprint fees, IDEMIA will charge Customer the new fee for any redemption of Authorization Codes occurring on or after the effective date of the fee change.

Customer acknowledges and agrees that Customer will be responsible for all Credit Card charges for Authorization Codes issued to Customer and provided to IDEMIA by applicants, regardless of whether the corresponding Authorization Codes are obtained or redeemed by fraud, redeemed by persons to whom Customer did not issue the Authorization Codes, or that are transferred in violation of any terms and conditions under which Customer distributes the Authorization Codes.

If a charge to the Credit Card is declined by IDEMIA's payment processor or by the issuer of the Credit Card, or if IDEMIA is otherwise unable to obtain payment through the Credit Card, or if any IDEMIA charges to the Credit Card are refused or disputed, IDEMIA will require payment in full prior to or at the time of processing any further applicants of Customer, until such time that IDEMIA notifies Customer that the payment issue has been resolved.

Please indicate acceptance of these terms by having an authorized representative of Customer sign below, and return a copy to IDEMIA via fax at 615-871-0845.

ACCEPTED AND AGREED TO:

DATE: _____

Name of Customer: _____ EIN or Tax ID: _____

Signature _____ Printed Name: _____

Title: _____

Service Code (s): _____

ORI: _____

Reason for printing: _____