

DATE:

May 22, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve the agreement with Coordinated Approach to Children to Child Health (CATCH) Global Foundation for the 2025-2026 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Schools in Kentucky are required to distribute evidence-based, age-appropriate prevention and cessation materials to all students at the beginning of each school year and access to evidence-based, age-appropriate nicotine prevention and cessation material throughout the school year for all students in the district. CATCH Substance Misuse prevention curriculum is peer reviewed and recommended by Kentucky Department of Education. CATCH provides developmentally appropriate lessons and activities for students K-12. The lessons cover topics such as effects of substance use, potential consequences of substance use, refusal skills and healthy life choices.

FISCAL/BUDGETARY IMPACT:

\$1,683 (Title IV)

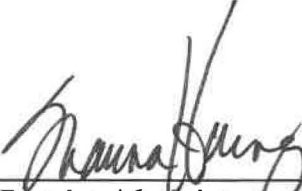
RECOMMENDATION:

Approval of the agreement with Coordinate Approach to Children to C CATCH for the 2025-2026 school year.

CONTACT PERSON:

Janeal Mieczkowski, Director of District Wide Programs


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.



CATCH Global Foundation
PO Box 28282
Austin, TX 78755
(855) 500-0050

QUOTE

006Ps00000ThrMw

Date: 05/21/2025
Quote is valid for 90 days

Kenton County School District
Attn: Janeal Mieczkowski
1055 Eaton Drive
Ft. Wright, KY 41017

Item	Qty	Years	Price	Total
CATCH Substance Misuse Prevention Lessons (K-12)	17	1	\$99	\$1,683
			TOTAL	\$1,683

Notes

Please complete the next page with the appropriate contacts and list of schools who will receive access.

If you have questions regarding this quote, please contact:

Desiree Prater
desiree@catch.org
1.855.500.0050 x824



June 12, 2025

To Whom It May Concern:

This letter confirms that the Terms of Use in Exhibit A apply to users of CATCH.org from Kenton County School District in Kentucky, and supersede the Terms of Use posted on the site for them.

Thank you for your interest in CATCH health programs.

Sincerely,

A handwritten signature in blue ink that reads "Duncan P. Van Dusen". The signature is written in a cursive, flowing style.

Duncan Van Dusen
Founder & CEO

EXHIBIT A

Welcome to the CATCH Global Foundation ("Us" or "Our" or "We") CATCH.org Website

– and thank You for visiting. We hope You enjoy the experience!

These Terms of Use ("Terms") are a legal contract between You and Us (collectively, "Everyone") and govern Your use of all the text, data, information, software, graphics, photographs and more (all of which We refer to as "Materials") that We and Our affiliates may make available to You, as well as any services ("Services") We may provide through any of Our websites (all of which are referred to in these Terms as this "Website").

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS WEBSITE IF YOU DO NOT ACCEPT THESE TERMS. CHANGES.

We may alter the Materials and Services We offer You and/or choose to modify, suspend or discontinue this Website at any time and without notifying You. We may also change, update, add or remove provisions (collectively, "modifications") of these Terms from time to time. Because Everyone benefits from clarity, We promise to inform You of any modifications to these Terms by posting them on this Website and, if You have registered with Us, by describing the modifications to these Terms in an email that We will send to the address that You provided during registration. To be sure We properly reach Your email inbox, We just ask that You let Us know if Your preferred email address changes at any time after Your registration.

If You object to any such modifications, We fail to notify You of such modifications, or You do not receive such notification, Your sole recourse shall be to cease using this Website. Continued use of this Website following notice of any such modifications indicates You acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of this Website. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

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Unfortunately, if You breach any of these Terms the above license will terminate automatically and You must immediately destroy any downloaded or printed Materials (and any copies thereof).

PASSWORD RESTRICTED AREAS OF THIS WEBSITE.

If You want an account with Us, You must submit the following information through the account registration page on this Website:

- A working email address;
- First and last name;
- The state in which you work;
- The school district, organization and/or school for which you work, as applicable;

You may also provide additional, optional information so that We can provide You a more customized experience when using this Website –but, We will leave that decision with You. For so long as You use the account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your account and making relevant changes directly. And, if You forget Your password – no worries as We will happily send a password update to Your provided email address.

You are responsible for complying with these Terms when You access this Website, whether directly or through any account that You may setup through or on this Website. Because it is Your account, it is Your job to obtain and maintain all equipment and services needed for access to and use of This Website as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access this Website. Should You believe Your password or security for This Website has been breached in any way, You must immediately notify Us.

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By registering for an account with Us, You become a "Subscriber" with access to certain password-restricted areas of the Website and to use certain Services and Materials offered on and through the Website, depending on the package purchased (a "Subscription"). Each Subscription and the rights and privileges provided to a Member is personal and non-transferable.

You agree that Your use of this Website and Our Services is contingent on an underlying contract with your school, organization and or school district ("Contract"), as applicable. We may suspend or terminate Your account and/or access to Our Services and this Website if your Contract is terminated.

PRIVACY POLICY.

We respect the information that You provide to Us, and want to be sure You fully understand exactly how We use that information. So, please review [Our Privacy Policy](#) ("Privacy Policy") which explains everything.

LINKS TO THIRD-PARTY SITES.

We think links are convenient, and We sometimes provide links on his Website to third-party websites. If You use these links, You will leave this Website. We are not obligated to review any third-party websites that You link to from this Website, We do not control any of the third-party websites, and We are not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, We do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If You decide to access any of the third-party websites linked to from this Website, You do this entirely at Your own risk and You must follow the privacy policies and terms and conditions for those third-party websites.

SUBMISSIONS.

Certain areas of this Website (e.g., blogs, chat rooms, comment boxes, notes fields, or customer ratings and review areas) may permit You to submit feedback, information, data, text, software, messages, or other materials (each, a "User Submission"). You agree that You are solely responsible for all of Your User Submissions and that any such User Submission is considered both non-confidential and non-proprietary. Further, We do not guarantee that You will be able to edit or delete any User Submission You have submitted.

By submitting any User Submission, You are promising Us that:

- You own all rights in Your User Submissions (including, without limitation, all rights to the reproduction and display of Your User Submissions) or, alternatively, You have acquired all necessary rights in Your User

Submissions to enable You to grant to Us the rights in Your User Submissions as described in these Terms;

- Your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that You may have in Your User Submission;
- Any information contained in Your User Submission is not known by You to be false, inaccurate, or misleading;
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by Us or any third party for submitting Your User Submission;
- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than Your own);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Submission does not contain any information that You consider confidential, proprietary, or personal; and
- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, You grant to Us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display Your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) Your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that We deem appropriate in Our sole discretion (including, without limitation, to incorporate Your User Submission or any modification thereto, in whole or in part, into any technology, product, or service);
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- For any public or commercial purpose which includes use of this Website on another site or through a networked computer environment;
- Charging for, or profiting from, the teaching, implementation, or use of any CATCH programs including the content on this Website;
- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Website;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- To interfere with or disrupt this Website or servers or networks connected to this Website;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Website; or
- Attempt to gain unauthorized access to any portion of this Website or any other accounts, computer systems, or networks connected to this Website, whether through hacking, password mining, or any other means.

You agree to hire attorneys to defend Us if You violate these Terms and that violation results in a problem for Us. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are responsible for any violation of these Terms by You. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim. Our rights in the foregoing paragraphs extend to those from whom we license content.

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FEEDBACK.

Any submissions by You to Us (e.g., comments, questions, suggestions, materials – collectively, “Feedback”) through any communication whatsoever (e.g., call, fax, email, feedback form on website) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and We are free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that We are not

obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

GENERAL.

We think direct communication resolves most issues – if We feel that You are not complying with these Terms, We will tell You. We will even provide You with recommended necessary corrective action(s) because We value this relationship.

However, certain violations of these Terms, as determined by Us, may require immediate termination of Your access to this Website without prior notice to You. The Federal Arbitration Act, Texas state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Website will be heard in the courts located in Kenton County, Kentucky. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between You and Us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between Everyone about this Website. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US.

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us at support@catch.org 855-500-0050.



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") 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:

- a) 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;
- 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 any agency as defined under the Act;
- 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 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" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, 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.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

CATCH Global Foundation

Vendor Name

PO Box 28282 Austin TX 78755

Vendor Address

(855) 500-0050 ext. 824

Vendor Telephone

contracts@catch.org

Vendor Email Address


Signature by Vendor's Authorized Representative

Yanet Tejada

Print Name

5/29/25

Date