

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Louisville/Jefferson County Metro Government

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Louisville/Jefferson County Metro Government acting by and through its Department of Public Health and Wellness (hereinafter "Metro Government" or "LMPHW"), a governmental body located at 400 East Gray St., Louisville, Kentucky 40202.

WHEREAS JCPS and Metro Government desire to address the need for services that provide support and assistance for communicable disease control and prevention, including vaccine/immunization screenings and respond to public health needs including but not limited to post exposure prophylaxis, and tobacco prevention/cessation; and,

WHEREAS Metro Government has awarded JCPS \$1,600,000 from the Kentucky Opioid Abatement Trust Fund to implement JCPS Prevention Services and Programming pursuant to an Opioid Settlement Grant Agreement dated January 21, 2026; and,

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and Metro Government agree as follows:

1. Duties of JCPS:

a. JCPS agrees to:

- i. Provide the use of schools and central office facilities to Metro Government to provide the agreed upon services. Such facilities shall be mutually agreed upon by JCPS administrative personnel and Metro Government administrative personnel.
- ii. Ensure that the proper paperwork and consent forms are sent to parents/guardians and returned with the necessary information and signatures before a service is provided.
- iii. Assist in the preparatory work and planning required for the health services to be provided, including agreed upon process and procedures for Health Services and schools to follow.
- iv. Ensure that the JCPS facilities used are properly maintained so as to render those facilities amenable to the holding of a health services event.
- v. Supervise student areas where any health service is being performed, and for an appropriate observation time period after a service is performed, if needed.
- vi. Assist Metro Government administration and staff with the interpretation of JCBE policies and procedures.

- vii. Ensure accuracy in the information recorded on patient records and forms.
- viii. Order the proprietary blood collection tubes for QFT testing from QIAGEN.
- ix. Order QFT test(s) on each specimen using requisition form provided by LMPHW laboratory.
 - 1. Supply patient insurance/billing information, when applicable.
- x. Properly collect the patient sample to be tested by the QFT assay.
 - 1. Label each patient sample tube with at least two (2) unique identifiers, such as the patient name (last, first), patient ID# (social security number or date of birth), medical record or chart number.
 - 2. Place several specimens (up to 6 – 10 tubes) into the front pocket of a dual-pouched specimen transport bag.
 - 3. Seal the specimen transport bag to prevent contamination of specimens and loss of contents.
 - 4. Store specimens properly until delivered to the LMPHW laboratory.
 - 5. Deliver samples to LMPHW laboratory during normal business hours Monday–Friday, excluding department holidays.
- xi. Provide Metro Government with data reports as outlined in Attachment A-1
- xii. Provide Metro Government with data reports specific to the Kentucky Opioid Abatement Trust Fund award outlined in Attachment A-2.
- xiii. Comply with the terms and conditions of the Opioid Settlement Grant Agreement dated January 21, 2026.
- xiv. Acknowledge that Metro Government reserves the right to audit JCPS's compliance with this agreement.

2. Duties of Metro Government:

- a. Metro Government agrees to:
 - i. Initiate communication, through appropriate Metro Government staff, with the JCPS Manager, District Health or his/her designee to discuss services opportunities at JCPS schools and/or central office facilities.

- ii. Upon request, send to the JCPS Manager, District Health, a list of proposed services and the names of the Metro Government staff and contractors who may provide the service at the JCPS facilities. All services to be provided must be agreed upon in advance by JCBE and Metro Government.
- iii. Provide the agreed upon service at no cost to JCPS students.
- iv. Support JCPS student and staff vaccination efforts.
- v. Follow Metro Government's normal protocols and procedures in conjunction with the JCPS Manager, District Health in relation to media during times when health services are being provided.
- vi. Require and verify that all medical staff and contractors performing services at JCPS facilities are covered by professional liability insurance in amounts no less than \$1,000,000/\$3,000,000 and provide JCBE with a certificate of insurance upon request. Metro Government agrees to notify JCPS of any significant change or cancellation of such insurance coverage 30 days prior to such change or cancellation.

For contractors providing services under this Agreement, Metro Government shall require a separate service agreement between the employment agency and Metro Government. The contractor is employed and assigned by the employment agency to provide Metro Government with the requested services as described in this Agreement. Required insurance coverage(s) of any type shall be the responsibility of the employment agency for which any any/all contractors have been assigned. Metro Government will require the employment agency to provide evidence of insurance for each contractor providing services under this Agreement. Contractors shall not be covered under Metro Government's liability coverage and nothing in this Agreement or any service agreement between the employment agency and Metro Government will be construed to include contractor(s) under the liability coverage provided by Metro Government for its employees. Metro Government will not provide, nor be responsible for any volunteers that may be providing services under this Agreement.

- vii. Meet at appropriate times with the JCPS ~~Health Services Coordinator~~ Manager, District Health or his/her designee to evaluate the health services provided and to review this Agreement.
- viii. Provide QuantiFERON-TB Gold Plus (QFT) laboratory testing services Monday–Friday, excluding department holidays.
 - 1. Provide written instructions for proper specimen collection, storage, and submission to LMPHW laboratory (no collections on Friday due to timing of the test).

2. Report test results to JCPS Manager, District Health or his/her designee Monday–Friday, excluding department holidays.
 3. Bill all third-party payors based on insurance information provided by JCPS.
 4. Invoice JCPS the cost of each test for any clients without insurance.
 5. Notify JCPS if the cost of each test increases from the current price of \$35 and any increase thereafter.
- ix. Inform Metro Government staff and contractors that they are not entitled to wages for their activities during the period of affiliation with Jefferson County Board of Education (“JCBE”) and that they are not employees of JCBE when they are assigned to use JCPS facilities. Each individual assigned to JCPS facilities shall sign a statement acknowledging that they are not employed by JCBE.
 - x. Notify the JCPS Manager, District Health of variations to the schedule due to illness, inclement weather, etc.
 - xi. Provide Metro Government clinical documentation (i.e. medical license, etc.) requirements to the JCPS Manager, District Health upon request.

[section 2.b through q MUST stay at this level and numbering]

- b. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- c. If the performance of this Agreement involves the transfer by JCPS to Metro Government of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, (“FERPA”), Metro Government and JCPS must manage the data transfer in accordance with FERPA requirements, and Metro Government agrees to the following conditions:
 - i. If Metro Government requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to Metro Government before the JCPS IRB-approved informed consent

process has been executed. In this case, Metro Government does not function as an exception under FERPA. Metro Government is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. Metro Government must deliver copies of the signed authorization to JCPS upon request.

- ii. If Metro Government has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then Metro Government shall:
 - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
 - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than Metro Government and its employees, contractors, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, or agents who are necessary for the fulfillment of this Agreement.
 - (c) Require all employees, contractors, and agents of Metro Government to comply with all applicable provisions of FERPA with respect to any such data. Metro Government shall require and maintain confidentiality Agreements with each employee, contractor, or agent with access to data pursuant to this Agreement.
 - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. Metro Government shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
 - (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Metro Government necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement 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 form, including, but not limited to, published results of studies.
- d. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the

data in Attachment A should match the JCPS IRB final approval letter data elements listed.

- e. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
- f. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with Metro Government [lists of students, signed consent forms, etc]. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
- g. If relevant, obtain signed non-disclosures (Attachment B) for each individual from Metro Government responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- h. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- i. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- j. Acknowledges that JCPS retains the right to audit Metro Government's compliance with this agreement.
- k. Metro Government 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 pursuant to Article V of this Agreement.
- l. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- m. Liability Insurance: **Metro Employees:** Pursuant to Ordinance No. 11, Series 2003, the Louisville/Jefferson County Metro Government is self-insured for all properly asserted General Liability claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense. In addition, the Louisville/Jefferson County Metro Government agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense covering Bodily Injury; Property Damage and Personal injury Liability under the Louisville Area Governmental Self Insurance Trust as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least \$5,000,000 per Occurrence under a Combined Single Limit format. The Louisville/Jefferson County Metro Government agrees to provide JCPS with a Certificate of Self Insurance from the Louisville Area Governmental Self Insurance Trust, if requested. The Trust Bylaws do not allow including additional insureds on

Members coverages, however, Broad Form Contractual Liability coverages provided.

Workers' Compensation Insurance: **Metro Employees:** The Louisville/Jefferson County Metro Government maintains and appropriates funds for the Self-Insurance Program for Workers' Compensation coverage to the Louisville/Jefferson County Metro Government employees, the Louisville/Jefferson County Metro Government is in compliance with KRS.342.340 of the Workers' Compensation Act and has received the Certificate of Self Insurance as proof of ability to pay compensation claims.

- n. Require all Metro Government employees/ contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. JCPS shall be responsible for the initiation and/or renewal of Criminal Records Request as well as maintaining all records and reports associated with the Criminal Records Request. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- o. Metro Government shall require all staff and contractors performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- p. Metro Government staff and contractors will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- q. To the extent that JCPS facilities are closed to students, those facilities will also

be unavailable to Metro Government. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to Metro Government.

- r. Metro Government will ensure that all confidential data in its possession and in the possession of any subcontractors or agents to which they may have transferred data are destroyed within forty-five (45) days after the data are no longer needed for the specified purpose as defined in this agreement, upon JCPS' request or upon termination of this agreement. Metro Government agrees to provide written notice in an email to jcps.irb@jefferson.kyschools.us within forty-five (45) days after the data is destroyed outlining the date of destruction along with method of destruction.

3. Mutual Duties:

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for visitors entering JCPS facilities.
- c. The respective administrative offices of JCPS and Metro Government who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.

- 4. **Term:** This Agreement shall be effective commencing February 11, 2026 and shall terminate on February 11, 2027. The Agreement may be extended by mutual written agreement of JCPS and Metro Government.
- 5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, Metro Government will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of data security as outlined above. Metro Government 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. In the event of an immediate termination, Metro Government shall not be permitted to continue to provide services after receipt of the notice of termination.

6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and Metro Government.
7. **Independent Parties**: JCPS and Metro Government are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and Metro Government concerning the Metro Government and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability**: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts**: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law**: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

**Louisville/Jefferson County Government by
and through its Louisville Metro Department of
Public Health and Wellness by Connie Mendel:**

Brian Yearwood, Ed.D, Superintendent

Connie Mendel

Connie Mendel, Chief Health Strategist

Date: _____

Date: January 28, 2026

ATTACHMENT A-1

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

Data Request and Reporting Schedule for Louisville Metro Department of Public Health and Wellness (Hereinafter “LMPHW”)

Reporting Schedule 1

Record Collection Timeframe	School year	When [partner] will submit request to JCPS	When JCPS will fulfill request
2026	SY 2025-2026	March 1, 2026	As they occur throughout the School Year

<i>Data elements delivered to LMPHW*</i>	
Data Elements Fulfilled by JCPS	Delivery Notes
Outbreaks of communicable diseases as defined by 902 KAR 2:020	Aggregated and deidentified
Outbreak Name	Aggregated and deidentified
Type	Aggregated and deidentified
Date	Aggregated and deidentified
Number impacted	Aggregated and deidentified

Reporting Schedule 2

Record Collection Timeframe	School year	When [partner] will submit request to JCPS	When JCPS will fulfill request
2026	SY 2025-2026	March 1, 2026	March 15, 2026
2026	SY 2025-2026	June 1, 2026	June 15, 2026
2026	SY 2026-2027	Sept. 1, 2026	Sept. 15, 2026
2026	SY 2026-2027	December 1, 2026	December 15, 2026

<i>Data elements delivered to LMPHW*</i>	
Data Elements Fulfilled by JCPS	Delivery Notes
Number of Students drug use/vaping by:	Aggregated and deidentified
School	Aggregated and deidentified - All Schools
Grade	Aggregated and deidentified - K-12
Race	Aggregated and deidentified

Sex	Aggregated and deidentified
Data Elements Fulfilled by JCPS	Delivery Notes
Number of Students receiving school health services by:	Aggregated and deidentified
School	Aggregated and deidentified - All Schools
Grade	Aggregated and deidentified - K-12
Race	Aggregated and deidentified
Sex	Aggregated and deidentified
Data Elements Fulfilled by JCPS	Delivery Notes
Number of unimmunized and under-immunized students by:	Aggregated and deidentified
School	Aggregated and deidentified - All Schools
Grade	Aggregated and deidentified - K-12
Race	Aggregated and deidentified
Sex	Aggregated and deidentified

Reporting Schedule 3

Record Collection Timeframe	School year	When [partner] will submit request to JCPS	When JCPS will fulfill request
2026	SY 2025-2026	June 1, 2026	June 15, 2026

<i>Data elements delivered to LMPHW*</i>	
Data Elements Fulfilled by JCPS	Delivery Notes
Number of chronically absent Students by:	Aggregated and deidentified
School	Aggregated and deidentified - All Schools
Grade	Aggregated and deidentified - K-12
Race	Aggregated and deidentified
Sex	Aggregated and deidentified

**Potential identifiable data will be suppressed.*

ATTACHMENT A-2

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

Data Request and Reporting Schedule for Louisville Metro Department of Public Health and Wellness (Hereinafter “LMPHW”)

Reporting Schedule 4

<i>Data elements delivered to LMPHW*</i>	
Data Elements Fulfilled by JCPS	Delivery Notes
Number of unique consented students assessed by Psychiatric Nurse Practitioner (PNP) or Community Health Workers (CHWs), broken down by grade level if non-identifiable	Health Services to provide
Number of unique students referred to treatment programs by PNP or CWH, broken down by grade level if non-identifiable	Health Services to provide
Number of healthcare workers or medical professionals (i.e., PNP, CWHs) who have received training (Too Good for Drugs; TGFD)	Health Services to provide
Number of conferences attended by grant-funded PNP	Health Services to provide
Number of grant-funded CHW certifications	Health Services to provide
Number of unique families served by barrier relief fund	Health Services to provide
Number of grant-funded TGFD-certified implementers	Climate & Culture to provide
Number of TGFD sessions	Climate & Culture to provide
Number of unique students attending TGFD sessions, broken down by grade if non-identifiable	Climate & Culture to provide
Number of TGFD evaluations submitted	Climate & Culture to provide
Number of TGFD training opportunities or sessions offered for educators by Substance Use Prevention Manager (PM) or Substance Use Prevention Specialists (PSs)	Climate & Culture to provide
Number of conferences attended by PM	Climate & Culture to provide
Number of PS evaluations completed by PM	Climate & Culture to provide
Number of LMPHW quarterly grant reports submitted by PM	Climate & Culture to provide
Number of YMCA staff completing Character Strong training	YMCA to provide to C&C per separate MOA
Number of Character Strong sessions	YMCA to provide to C&C per separate MOA
Number of unique students attending Character Strong sessions	YMCA to provide to C&C per separate MOA
Number of Character Strong training opportunities or sessions offered for educators	YMCA to provide to C&C per separate MOA
Percent of consented students in selected schools who receive a drug referral who were subsequently assessed by PNP or CHW	Health Services to provide

Percent of students in selected schools who receive TGFD training	Climate & Culture to provide
Percent of JCPS CEP sites administering Character Strong training	YMCA to provide to C&C per separate MOA

<i>Data elements delivered to JCPS</i>	
Data Elements Fulfilled by LMPHW	Delivery Notes
Number of schools adding programming from community-based partners as facilitated by LMPHW (in addition to TGFD)	LMPHW to provide on quarterly basis outlined in Reporting Schedule 4

**Potential identifiable data will be suppressed.*

Reporting Schedule 4

Record Collection Timeframe	School year	When LMPHW will submit request to JCPS	When JCPS will fulfill request
1/21/26 - 2/28/26*	SY 2025-2026	March 1, 2026	March 15, 2026
3/1/26 - 5/31/26*	SY 2025-2026	June 1, 2026	June 15, 2026
6/1/26 - 8/31/26	SY 2025-2026 SY 2026-2027	September 1, 2026	September 15, 2026
9/1/26 - 11/30/26	SY 2026-2027	December 1, 2026	December 15, 2026
12/1/26 - 2/28/27	SY 2026-2027	March 1, 2027	March 15, 2027
3/1/27 - 5/31/27	SY 2026-2027	June 1, 2027	June 15, 2027
6/1/27 - 8/31/26	SY 2026-2027 SY 2027-2028	September 1, 2027	September 15, 2027
9/1/27 - 11/30/27	SY 2027-2028	December 1, 2027	December 15, 2027
12/1/27 - 2/29/28	SY 2027-2028	March 1, 2028	March 15, 2028
3/1/28 - 5/31/28	SY 2027-2028	June 1, 2028	June 15, 2028
6/1/28 - 6/30/28	SY 2027-2028	July 31, 2028	August 31, 2028

*JCPS and YMCA will begin student programming and/or services starting in the 2026-2027 school year, although staff training may begin prior to the first day of school.

ATTACHMENT B

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of _____ ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will 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.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific 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.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of 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. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge 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 Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42

U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.

- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. 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.
- I understand that KRS 61.931 also defines "personal information" to include 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;
 - e. A passport number or other identification number issued by the United States government; or
 - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:

Date:
