



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

# Issue Paper

**DATE:**

July 6, 2026

**AGENDA ITEM (ACTION ITEM):**

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

**APPLICABLE BOARD POLICY:**

01.6 AP.2: Inspection of Board Records

**HISTORY/BACKGROUND:**

Board Procedure 01.6 AP.2 states:

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

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

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

**FISCAL/BUDGETARY IMPACT:**

KCS D will charge \$500 as a base charge of services to Starbridge to complete the records request. An additional fee of \$30 will be charged for a copy of each purchase order requested

**RECOMMENDATION:**

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

**CONTACT PERSON:**

Dr. David A. Rust

\_\_\_\_\_  
Principal/Administrator

  
\_\_\_\_\_  
District Administrator

  
\_\_\_\_\_  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.*

**Certified Statement of Commercial Purpose**

Date: May 27, 2026

To: Kenton County School District Attn: District Records Specialist

I, Jorge Salas, hereby certify pursuant to KRS 61.870(4) and KRS 61.874(4)(b) that the records requested from the Kenton County School District in Kentucky are sought for a **commercial purpose**.

**Commercial Purpose:** The requested records will be used to provide data-driven insights, research, and analytical services to clients. These insights are intended to streamline the procurement process, ensuring optimal vendors and pricing that meet the needs of the agency. I am not seeking individual contact information or mailing lists, and this information will not be used for direct solicitation.

**Compliance Statement:** This statement is provided to comply with Kentucky statutory requirements regarding the disclosure of commercial purposes. Please advise of any applicable commercial-use fees authorized under KRS 61.874(4).

I understand that under Kentucky's Open Records Act, a commercial purpose is defined as the direct or indirect use of any part of a public record in a manner intended for economic gain or profit. I further understand that requests for records for a commercial purpose may be subject to additional requirements, including higher fees, advance payment, and/or potential denial under applicable law.

I certify that the information provided in this statement is true and accurate to the best of my knowledge.

Signature: Jorge Salas

Name: Jorge Salas

Organization: Starbridge

Contact: 315-896-0031



**THE KENTON COUNTY  
BOARD OF EDUCATION**  
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www.kenton.kyschools.us  
Dr. Henry Webb, Superintendent

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

This Memorandum of Agreement (“Agreement”) is entered into by and between **The Kenton County School District**, by and through its records custodian and authorized representatives (“District”), and **Starbridge**, a for-profit organization, by and through its authorized representative, **Jorge Salas** (“Requestor”).

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

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

**1. Identification of Parties**

The parties to this Agreement are:

**Public Agency:**

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

**Requestor / Commercial User:**

Starbridge  
Representative: Jorge Salas

**2. Records Requested**

The records subject to this Agreement are all executed contracts, purchase agreements, and purchase orders, including any exhibits, addenda, or amendments that are currently in effect or have been in effect from July 1, 2023 through June 1, 2026 in relation to the following vendors:

- Amplify
- McGraw Hill
- Council for Exceptional Children

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

### 3. Certified Commercial Purpose

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

**The requested records will be used to provide data-driven insights, research, and analytical services to clients. These insights are intended to streamline the procurement process, ensuring optimal vendors and pricing that meet the needs of the agency.**

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

### 4. Limitation on Use

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

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

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

### 5. Fee for Production and Release of Records

The parties agree that the cost of producing and sharing the requested electronically accessible records for the stated commercial purpose is **Five Hundred Dollars (\$500.00)**. An additional charge in the amount of **Thirty Dollars (\$30.00)** will be incurred and added for **each** paper purchase order record requested. Total payment will be made, in advance, via company check or money order.

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

### 6. Payment Required Before Release

No records shall be released to Requestor until:

- a. This Agreement has been reviewed, approved, and fully executed by both parties; and
- b. The District has received procurement payment based on digital records and individual purchase orders requested.

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

## **7. Release of Records**

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

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

## **8. Compliance with Law and Policy**

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

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

## **9. No Transfer of Ownership**

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

## **10. Indemnification**

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

## **11. Term**

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

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

**12. Entire Agreement**

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

**13. Authority to Sign**

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

**THE KENTON COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Dr. David A. Rust

Title: Records Custodian

**STARBRIDGE**

By: Jorge Salas \_\_\_\_\_ Date: 06/25/2026 \_\_\_\_\_

Name: **Jorge Salas**

Title: Requestor \_\_\_\_\_

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**Requestor Certification**

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

Signature: Jorge Salas \_\_\_\_\_ Date: 06/25/2026 \_\_\_\_\_

Printed Name: **Jorge Salas**

Organization: **Starbridge**