

**Shelby County Board of Education  
Post Office Box 159  
1155 West Main Street  
Shelbyville, KY 40066-0159  
(502) 633-2375**

**-----INVITATION TO BID-----**

Reference Number: AdaptiveLearning2023  
Bid Title: SCPS Adaptive Learning Software  
Bid Release Date: May 24th, 2023  
Bid is due: June 6th, 2023 by 12:00 PM EST

Sealed bids are requested on the above-named materials, articles, or services for delivery to the school(s) or department(s) designated, subject to the conditions of this invitation.

**GENERAL CONDITIONS**

1. The following schedule presents the major activities associated with this invitation to bid. There is no guaranteed date for the award of a contract, however an anticipated date of award is provided. The District reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of Invitation to Bid	May 24th,2023 at 10:00 AM EST
Due date for bids	June 6th, 2023 by 12:00 PM EST
Bid opening	June 6th, 2023 at 1:00 PM EST
Anticipated Date of Award	June 16th, 2023

**\*NOTE: All times referenced are in the Eastern Time Zone.**

From the issue date of this Invitation to Bid until an award is made, Bidders are not allowed to communicate with any Shelby County Public Schools employee concerning this Invitation except via written questions submitted to the Procurement Contact person named in Item 28. Violation of this provision may result in the rejection of the bidder's proposal.

2. The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with the Kentucky Local Model Procurement Code. KRS 45A.343 through KRS 45A.460 provide the statutory framework for the procurement of supplies and services by school districts.
3. An original copy of the completed bid must be submitted in an envelope clearly marked on the outside with the word "BID", **followed by the above reference number.**
4. Failure of a company to respond to an invitation to bid for two consecutive bid notices may result in that company's name being deleted from the list of bidders to be sent future bid packages. For purposes of this condition, any company that submits a "NO BID" response shall be deemed to have responded to the invitation to bid.
5. To receive consideration, bids must be received in the Shelby County Public Schools central office prior to the time designated in this invitation, and none will be accepted afterward. Bids shall not be accepted

by fax or email.

6. At the specified time and date stated in the invitation to bid, all bids which are in order, properly signed, etc., shall be opened and read aloud. Any interested parties may attend the bid opening. No immediate decision shall be rendered at that time concerning the proposals submitted.
7. The Board shall give formal consideration to these bids at the next Board meeting after the bids are opened provided time permits the tabulations to be completed by that date. The selection process shall be based on the lowest and/or best bid basis. Past performance of bidders and overall quality of work shall be determining factors as well. **Please note that under the Local Model Procurement Code, the Board may accept one or more bid contracts based on the needs of the schools.**
8. Bids shall conform to the Detailed Specifications included in Addendum A.
9. Bids shall be evaluated based on the criteria described in the Detailed Specifications included in Addendum A.
10. Bidder, by signing the Bid Form in Addendum B, indicates that the method of evaluation is understood and agrees to submit a bid under these conditions and abide by the results.
11. The contract shall be awarded for the FY24 school year, with the option to renew for up to four additional years (FY28), provided such renewal is mutually agreeable to both parties. Agreement concerning renewal shall be reached by May 1 of each year considered. Renewals are subject to the prior approval of the Shelby County Board of Education and adequate available funds.
12. The District may terminate this contract with or without cause, or if funds are not appropriated to the contracting District or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The District shall provide the contractor with thirty (30) calendar days' written notice of termination of the contract.
13. Bids must be submitted on the form provided and signed by an officer or member of the bidding company who is authorized to legally bind the company.
14. In accordance with Federal Acquisition Regulation 52.209-5, the Contractor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal District.  
  
"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).
15. Per KRS 45A.343, any contract entered into by a local public agency, whether under KRS 45A.345 to 45A.460 or any other authority, shall require the contractor and all subcontractors performing work under the contract to:
  - (a) Reveal any final determination of a violation by the contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor; and
  - (b) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338,

341, and 342 that apply to the contractor or subcontractor for the duration of the contract.

A contractor's failure to reveal a final determination of a violation by the contractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency's:

- (a) Cancellation of the contract; and
- (b) Disqualification of the contractor from eligibility for future contracts awarded by the local public agency for a period of two (2) years.

A subcontractor's failure to reveal a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency's disqualification of the subcontractor from eligibility for future contracts for a period of two (2) years.

KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

The bidder shall submit any determinations pertaining to this section along with their bid form.

16. Consistent with Board Policy 04.32 and KRS 160.380, any adult who is permitted access to school grounds when students are present, pursuant to a contract or agreement with the Board of Education of Shelby County, shall, prior to coming onto school grounds, submit to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation and shall obtain a letter from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect. The results of these background checks, and the letter from the Cabinet, shall be provided to the Superintendent upon request. It is the contractor's obligation to ensure that all of its employees, its subcontractors, and employees of subcontractors, are in compliance with this section, and that no individual be permitted by the contractor to perform services under a contract on school property when students are present if that individual is a violent offender, has been convicted of a sex crime as defined by KRS 17.165 which is classified as a felony, or has a substantiated finding of child abuse or neglect.
17. Any changes made on the bid form (erasures, strikeouts, white-out, etc.) must be clearly initialed by the bidder.
18. The District reserves the right to waive defects and informalities in proposals, to reject any and all proposals, or to accept any proposal as may be deemed to be in its best interest and to award by item, combination of items, or lot.
19. The District reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis.
20. The District reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposal submitted by other offerors.
21. The Invitation to Bid specifies the format, required information and general content of proposals submitted in response to the Invitation. The District shall not disclose any portions of the proposals

prior to contract award to anyone outside the District, representatives of the District for whose benefit the contract is proposed, representatives of the Federal government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the District shall have the right to duplicate, use, or disclose all proposal data submitted by bidders in response to this Invitation as a matter of public record.

Any and all documents submitted by a bidder in response to the Invitation shall be available for public inspection after contract award. No such documents shall be exempt from disclosure under the Kentucky Open Records Act regardless of the vendor's designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, the District will not redact or withhold any documents submitted in response to the Invitation if a request to inspect these records is made.

The District shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to an Invitation to Bid, if applicable. Selection or rejections of the proposal will not affect this right.

22. All bids shall be effective from the date of opening until the date specified in the Detailed Specifications in Addendum A. No bid may be withdrawn for a period of sixty (60) calendar days after the scheduled bid opening. Bids shall remain in effect for a minimum of the remainder of one (1) school/fiscal year from the date the bid is awarded unless the District or bidder states otherwise on the bid form. Any bid that does not remain in effect for at least the remainder of one (1) school/fiscal year may be cause for rejecting that bid.
23. If applicable, it is the responsibility of the bidder to furnish specific product content data as required by law (MSDS), as well as certification that the products meet federal, state, and/or local regulations (i.e., OSHA [lead-free], AHERA [asbestos-free], federal specifications, and ASTM).
24. Samples requested must be furnished free of expense to the Board of Education and, if not destroyed or consumed in testing or evaluating or required in connection with the award, will be returned upon request at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for test purposes.
25. When applicable, the firm, company, or manufacturer awarded the bid must have a representative available for on-site visits if a special need arises or if there is a problem with the products/services bid.
26. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, save harmless, and fully indemnify the Board of Education, its officers, employees, and agents from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save harmless the Board of Education from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or for, any of the acts of the contractor, his servants, or agents.
27. Federal Excise Tax or Kentucky Sales and Use Taxes are not applicable to any purchase made for use of the Board of Education. **Bids should not include any such taxes. Purchase exemption certificates will be furnished as required.**

Bidder's company is solely responsible for the collection and payment of any sales taxes.

28. Information pertaining to any item or condition in this request or the bid process may be obtained by communicating with the Shelby County Board of Education Procurement Contact:

#### PROCUREMENT CONTACT

Name: Jill Tingle  
Title: Chief Operating Officer  
Address: 1155 West Main Street, Shelbyville, KY 40066  
Phone: 502-633-2375  
Email: [jill.tingle@shelby.kyschools.us](mailto:jill.tingle@shelby.kyschools.us)

29. It is to be understood that the bidder shall, if awarded the contract, deliver the equipment, services, etc. in full by the date specified in the Detailed Specifications in Addendum A or within 90 days of the contract being awarded if no date is specified.
30. The successful bidder is required to make initial contact with the Program Contact(s) listed below within ten (10) calendar days, excluding weekends or holidays on the District calendar, of notification of receiving award of the bid:

#### PROGRAM CONTACT

Name: Dan Pfaff  
Title: Digital Learning Coordinator  
Address: 1155 West Main Street, Shelbyville, KY 40066  
Phone: 502-633-2375  
Email: [daniel.pfaff@shelby.kyschools.us](mailto:daniel.pfaff@shelby.kyschools.us)

31. The bidder shall not commence any work until an award is made and a valid contract has been fully executed following Board of Education approval by motion. The contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.
32. It is the bidder's responsibility to provide a certificate of liability insurance at a minimum of \$1,000,000 per occurrence. If the bidder is also an employer, a certificate indicating workers' compensation coverage is required.
33.  If marked ("X"), bids must be accompanied by certified check or bid bond in the amount of five percent (5%) of the bid total, payable to the Board of Education of Shelby County as stipulated in the information for bidders.
34.  If marked ("X"), the successful bidder will be required to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price. The premium for these bonds shall be 30included in the proposal amount.
35.  If marked ("X"), the bidder is required to submit a copy of their safety training manual or program with bid documents.
36. It is the supplier's responsibility to ensure that the supply, quality, and fitness for purpose of the goods or services will not be impaired, disrupted, or interrupted whether wholly or in part as a result of the occurrence of any date within the span of time. Compliance with this provision will be strictly enforced.
- 37. Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder**

The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders in KRS 45A.494, as required by KRS 160.303. Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

### **KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

### **KRS 45A.492 Legislative declarations.**

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

### **KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.**

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

### **Determining the residency of a bidder for purposes of applying a reciprocal preference**

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The Board of Education of Shelby County reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination. A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

38. Contractors shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to this bid and the rendering of goods and /or services.
39. The contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
40. A contractors providing services under this bid invitation, herewith assure the Board of Education of Shelby County it is conforming to the provisions of the Civil Rights Act of 1964 as amended, and KRS Chapter 344 (the Kentucky Civil Rights Act).
41. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, age, religious creed, sex, national origin, genetic information, or disability.
42. If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.
43. The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student educational records; the Family Education Rights and Privacy Act (KyFERPA) is the State law counterpart. FERPA and KyFERPA place restrictions on educational data which may or may not be disclosed without authorization. Restricted data includes all data which may contain personally identifiable information (PII), i.e. a student's name, address, phone number, social security number, et cetera, unless designated as “directory information.”

Any employee, official, or contractor of the bidder who may have access to Free and Reduced eligibility information regarding the District’s students will be required to sign an affidavit of nondisclosure. (See Addendum C.)

If during the course of this agreement, the Board of Education of Shelby County discloses to the contractor any data protected by FERPA, as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA), the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required. The confidentiality agreement and affidavits will then become part of this documentation relating to this invitation to bid and any subsequent contract. Any employee, official, or contractor of the bidder who may have access to this data will be required to sign an affidavit of nondisclosure. (See Addendum C.)

44. Contractor agrees to retain all books, records, and other documents to this agreement for three years after final payment. SCPS and its authorized agents and/or state/or federal representatives shall have full access to, and the right to examine any or said materials during said period which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.
45. Contractor shall comply will all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included in the EPA list of violated facilities.

46. By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
47. Prohibition against conflicts of interest, gratuities, and kickbacks: Any employee or official of the Board of Education of Shelby County, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
48. The bidder affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State.
49. The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, and KRS 42.990.
50. The provisions of KRS 365.080 and KRS 365.090 which permit the regulation of resale price by contract, does not apply to sales to the State.
51. All questions as to the execution, validity, interpretation, construction and performance of a contract awarded following receipt of this invitation to bid shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this invitation to bid and award of contract shall be filed in the Shelby County Circuit Court of the Commonwealth of Kentucky.

**ADDENDUM A**  
**DETAILED SPECIFICATIONS**

1. Objective:
  - a. Select a K-12 adaptive learning system that is rigorous, standards-driven, inclusive of multiple subject areas, and engaging for both teachers and students.
2. Background:
  - a. Our district wants to adopt an adaptive learning system that can be effectively used K-12 throughout our district

Student and Teacher Enrollment Numbers

**STUDENT AND TEACHER ENROLLMENT NUMBERS**  
**2022-2023 SCHOOL YEAR**

GRADE LEVEL	NUMBER OF TEACHERS	NUMBER OF STUDENTS
<b>ELEMENTARY</b>	<b>134</b>	<b>3029</b>
<b>MIDDLE</b>	<b>71</b>	<b>1554</b>
<b>HIGH</b>	<b>90</b>	<b>2172</b>
<b>ECE</b>	<b>71</b>	<i>Included above</i>
<b>TOTAL</b>	<b>366</b>	<b>6755</b>

**EVALUATION CRITERIA**

Proposals must address each of the following criteria:

	Possible Points	Points This RFP
<b>Cost</b> A fee proposal or quote shall be included; list your firm’s detailed pricing for services.	10	
<b>Experience and Capacity</b> Overview of current and prior experience in work comparable to the scope of services required in this request for proposals. Include years of experience providing these services for similar institutions of comparable size and complexity.	10	
<b>Assigned Personnel that will be providing services to SCPS</b> Provide background, qualifications, education, training, and years of experience of personnel who will be providing support to Shelby County Public Schools.	5	
<b>Approach/Methodology</b> Provide an in-depth description of the K-12 adaptive learning software, as well as the K-12 professional development opportunities that are associated with the software.	70	
<b>References</b> Include a least of at least two (2) client references and/or names of partner districts for which these services have been performed either currently or in the recent past. Please do not include Shelby County Public Schools personnel.	5	
<b>Total Possible Points</b>	<b>100</b>	

**Note: Failure** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

**ADDENDUM B**  
**Bid Form**

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**ADDENDUM C**

Contractor's Employee or Contractor Affidavit of Nondisclosure – FERPA

**BOARD OF EDUCATION OF SHELBY COUNTY  
CONTRACTOR'S EMPLOYEE OR CONTRACTOR AFFIDAVIT OF NONDISCLOSURE**

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Contractor	Title
Name _____	
Address _____	
Telephone _____	

I understand that the performance of my duties as an employee of a contractor, or contractor, for the Board of Education of Shelby County, may involve a need to access and review confidential information, including data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing federal regulations found at 34 C.F.R. Part 99, and the Family Education Rights and Privacy Act (KyFERPA), found at KRS 160.700, *et seq.*; that my request for access to this information will be evaluated under the federal and state requirements under FERPA; and, that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under the law as stated below.

**Access to Confidential FERPA-Protected Information**

- By signing this document I acknowledge my responsibility to maintain the confidentiality of this information and agree to the following:
- I will not permit access to confidential FERPA-protected or other confidential information to persons not authorized by the Board of Education of Shelby County and its contractor.
  - I will maintain the confidentiality of the data.
  - I will not reveal any individually identifiable information furnished, acquired, retrieved or assembled by me or others for any purpose other than statistical purposes specified in the Board of Education of Shelby County survey, project, or proposed research.
  - I will report any known instances of missing data, data that has been inappropriately shared, or data taken off site to the Board of Education of Shelby County and to the contractor.

- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand and acknowledge that FERPA-protected information obtained under provisions of FERPA, as a Board of Education of Shelby County contractor's employee or contractor, is confidential information.
  - I understand that any personal characteristics, that could make the student or his/her family's identity traceable or re-identifiable, 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).

\_\_\_\_\_  
Contractor's employee or contractor signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's authorized agent signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**ADDENDUM C (cont.)**

**Contractor's Employee or Contractor Affidavit of Nondisclosure – Free and Reduced Price Lunch Information**

**BOARD OF EDUCATION OF SHELBY COUNTY  
CONTRACTOR'S EMPLOYEE OR CONTRACTOR AFFIDAVIT OF NONDISCLOSURE**

Title

Contractor

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

I understand that the performance of my duties as an employee or contractor, of a Board of Education of Shelby County contractor, may involve a "need to know" confidential free or reduced price lunch information; that my request for access to this information will be evaluated under 7 C.F.R. 245.6; and, that I am required to maintain the confidentiality of this information as stated below.

**Access to Confidential Free and Reduced Price Lunch Information**

By signing this document I acknowledge my responsibility to maintain the confidentiality of this information and agree to the following:

- I will not permit access to confidential free and reduced price lunch information to persons not authorized by the Board of Education of Shelby County and the Board of Education of Shelby County contractor.
- I will maintain the confidentiality of the data.
- I will not reveal any individually identifiable information furnished, acquired, retrieved or assembled by me or others for any purpose other than statistical purposes specified in the Shelby County Board of Education survey, project, or proposed research.
- I will report any known instances of missing data, data that has been inappropriately shared, or data taken off site to the Board of Education of Shelby County and to the contractor.

I understand that procedures must be in place for monitoring and protecting confidential information.

- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information 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 is illegal as provided in the NSLA and CNA and in the implementing of federal regulation 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 any personal characteristics, that could make the student or his/her family's identity traceable, 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).

\_\_\_\_\_  
Contractor's employee or contractor signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's authorized agent signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name