**MEMORANDUM OF UNDERSTANDING**

WHEREAS, the NORTHERN KENTUCKY EDUCATION COUNCIL (hereinafter “NKEC”) is an IRS Code 501(c)(3) not for profit entity whose purpose is, among other things, to serve as a catalyst for collaboration and support to attain regional educational goals; and

WHEREAS, NKEC may receive earmarked donations for educational purposes and relay those donations (less its agreed administrative expense) for the particular educational program to a member Northern Kentucky public school district which is operating the program; and

WHEREAS, the Boone County Kentucky Board of Education (hereinafter “BCBE”) will operate its accredited High School known as the IGNITE INSTITUTE which will accept regional students for its academic and work force readiness programs; and

WHEREAS, the BCBE wishes to utilize NKEC as a qualifying 501(c)(3) entity to receive donations for the support of out of district students and programs of the IGNITE INSTITUTE, and NKEC is desirous of acting on BCBE’s behalf in that regard;

NOW THEREFORE, NKEC and BCBE agree as follows:

1. NKEC shall act as a 501(c)(3) qualified entity on behalf of BCBE to receive donations for student tuition and program support of BCBE’s IGNITE INSTITUTE by means of the IGNITE FUND which is established for those purposes.
2. NKEC and BCBE shall agree on an administrative fee schedule for NKEC services for this purpose, which may be adjusted from time to time by mutual agreement of the parties and which shall reflect the value of the services received.
3. NKEC shall remit the donated IGNITE FUND monies to BCBE (less its administrative fee) as directed by BCBE for the benefit of the IGNITE INSTITUTE and for its students, for use of IGNITE INSTITUTE programs, equipment, and academic support, including tuition assistance for out of district students.
4. NKEC may contract with an Executive Director, person or entity, to raise funds and provide guidance to NKEC for the economic and expeditious management of its role on behalf of the donors and BCBE in receiving and disbursing donated funds for the IGNITE INSTITUTE.
5. NKEC and BCBE shall collaborate in establishing responsibilities, goals, objectives, and measurable expectations of the Execute Director for the IGNITE FUND.
6. NKEC shall act as a fiduciary in performance of its role and duties on behalf of the BCBE IGNITE INSTITUTE.
7. NKEC and the Executive Director shall promote the IGNITE Fund in collaboration with and in unity of message with the Superintendent of the BCBE.
8. This Memorandum of Understanding may be terminated by either party upon thirty (30) days written notice.
9. Capital contributions and remittances to BCBE and administrative expenses shall be reviewed by BCBE and be a public open record of BCBE.
10. Communications with the public and public media shall only be by the Superintendent of BCBE or the Executive Director of the IGNITE Fund after approval of the Superintendent of the proposed communication. All press releases shall be with the prior approval of the Superintendent.
11. This Memorandum of Understanding and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
12. This Memorandum of Understanding shall be governed by the laws of the Commonwealth of Kentucky without regard to the principles of conflicts of law. Further, in the event of any claim or cause of action arising from this Agreement, the parties hereto consent to the jurisdiction of the federal and/or state courts of Kentucky.
13. This Memorandum of Understanding constitutes the entire Memorandum of Understanding between the parties and contains all of the agreements between the parties with respect to the subject matter hereof. This Memorandum of Understanding supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject hereof.

**ACCEPTED AND AGREED TO:**

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| **Northern Kentucky Education Council**By Its  TitleDate:  | **Boone County Kentucky Board of Education**By Its  TitleDate:  |