

AN AGREEMENT  
Between  
THE JEFFERSON COUNTY BOARD OF EDUCATION  
Through  
JEFFERSONTOWN HIGH SCHOOL  
And  
CLASS ACT FEDERAL CREDIT UNION  
3620 Fern Valley Road Louisville, KY 40219

RELATING TO THE BUSINESS AND FINANCE ACADEMY AT  
JEFFERSONTOWN HIGH SCHOOL  
November 2021

I. PARTICIPATING AGENCIES

The participating agencies in this agreement are the Jefferson County Board of Education  
Jeffersontown High School and Class Act Federal Credit Union.

II. STATEMENT OF AGREEMENT

This is a mutual agreement between the Jefferson County Board of Education ("Board"), through the administration of Jeffersontown High School and Class Act Federal Credit Union that, Class Act Federal Credit Union will (i) continue operating a branch at Jeffersontown High School ("Branch"), that shall have the purpose of being a training facility where students can have realistic, practical experience in conducting activities appropriate for training in the financial services industry by conducting limited operations that are conducted in an ordinary credit union branch, and (ii) assist in the development of the Academy of Business and Finance and accept finance students from Jeffersontown High School for supervised learning experiences within the provisions set forth in this agreement. The finance program is operated in accordance with regulations and guidelines of the Kentucky Department of Education.

III. GENERAL PROVISIONS OF THE AGREEMENT

1. Jeffersontown High School, governed by the Board, with the participation, as provided herein, of Class Act Federal Credit Union of Louisville, Kentucky, will establish the "Class Act Academy of Business and Finance at Jeffersontown High School" (the "Academy"). The Academy will provide a relevant and rigorous learning environment for students interested in the field of finance.

2. The education of the students and the exposure to selected careers in finance shall be the primary purpose of the training programs.
3. Jeffersontown High School faculty shall have primary responsibility for the education, guidance and supervision of Academy students with the cooperation and assistance of Class Act Federal Credit Union personnel in conducting training and providing experience in the operation of the Branch.
4. Jeffersontown High School shall be responsible for establishing the Academy program and curriculum. Jeffersontown High School faculty will be responsible for selecting experiences for the students from a list of selected careers in finance developed in collaboration with Class Act Federal Credit Union.
5. Jeffersontown High School shall comply with the established banking policies and practices of Class Act Federal Credit Union in connection with the Branch, to the extent allowed by law governing the Board and Jeffersontown High School. Among other matters, Class Act's practices and policies regulate the use of the Class Act Federal Credit Union logo for marketing purposes. The "Class Act Federal Credit Union" trademark and trade name shall remain the exclusive property of Class Act Federal Credit Union, subject to the limited license to use the name "Class Act" as set forth herein.
6. The Parties recognize that the standards of deportment and conduct for faculty and students in the Academy must be appropriate to the requirements of a professional education program and the Federal, State, and local laws applicable to public education in the Jefferson County Public School District ("District") and standards of conduct applicable to employees of Class Act Federal Credit Union as well as compliance with Federal, State and local regulations applicable to the conduct of a federally chartered, federally insured credit union, to the extent credit union branch operations are involved. Students who participate in performing any tasks in the branch credit union operated at Jeffersontown High School shall be required to sign and abide by the same Code of Ethics applicable to Class Act Federal Credit Union employees.
7. Class Act Federal Credit Union employees shall not acquire any rights or benefits as Board employees and shall be solely and exclusively compensated by Class Act Federal Credit Union.
8. Jeffersontown High School will select a limited number of students (subject to Class Act Federal Credit Union's approval, but anticipated to be twenty to thirty) who will be interns and subsequently, "student employees." The student employees will receive training from Class Act Federal Credit Union, both at Jeffersontown High School and

off-site in actual Class Act Federal Credit Union branches or other locations. When working or training off-campus at a Class Act facility, such students will be paid a customary wage approved by Class Act, for the hours worked. Class Act shall have the right to obtain background checks, drug testing, or similar screening on the same basis that it would for any Class Act employee, and shall have the right not to accept a student if the results of such screening are unsatisfactory. Such students may have the opportunity to obtain part time employment by Class Act outside school hours, if they desire to do so, subject to Class Act's needs. The students will conduct actual credit union transactions in the Branch, subject to review and approval at all times by Class Act and its employees. While participating in on-campus training, mentor-mentee activities and conducting operations in the on-campus Branch, students in the Academy are engaged wholly in educational activities of Jeffersontown High School and shall not be entitled to wages. The training to be provided in the Academy and in the branch is career training for the benefit of the students. The students do not displace any Class Act employees, but they transact credit union functions strictly under the authority and control of Class Act employees. All parties to this agreement acknowledge, and all students of the academy shall be advised by Class Act Federal Credit Union, that participants in the Academy are not necessarily entitled to a job (at Class Act Federal Credit Union or elsewhere) at the conclusion of their training in the Academy. Except as otherwise specifically provided herein, students participating in the Academy shall not acquire any rights or benefits as Class Act Federal Credit Union employees unless approved in writing by Class Act Federal Credit Union. Notwithstanding anything else in this Agreement to the contrary, Class Act shall be solely responsible for all banking and business operations at the Branch and shall hold the Board harmless from any loss or liability therefrom.

9. So long as this Agreement remains in force, if the Board desires or intends to create a similar credit union training program including credit union branch in one or more other schools in Jefferson County, it shall give Class Act Federal Credit Union a first right of refusal to be the financial institution sponsoring and participating in any other such program. This provision shall not survive the discontinuance of this Agreement.

10. Confidentiality/Privacy Clause: if "nonpublic personal information" about consumers, as defined in the National Credit Union Administration's rules on Privacy of Consumer Financial Information (12 CFR Part 716) (referred to as the "Privacy Rules"), is disclosed by Class Act Federal Credit Union to any of the other parties to this Agreement, such parties agree strictly to safeguard the confidentiality of that information. The party to whom such nonpublic personal information is, or may be, disclosed agrees that it shall not sell or transfer such information and that it shall not use or disclose such information except as permitted by applicable laws and regulations. Without limiting the foregoing, each party to whom such nonpublic personal

information is or may be disclosed agrees that it will not use the information except as necessary to carry out the purpose for which such information was disclosed, including use under an exception set out in Section 716.15 of the Privacy Rules, in the ordinary course of business to carry out those purposes. All parties shall maintain the confidentiality of student information, including that specially protected by the Family Educational Rights and Privacy Act, KRS 160.700 to KRS 160.730, and other applicable school law, released to and obtained by Class Act in the performance of its obligations hereunder.

11. The Board and Jeffersontown High School reserve the right to review and approve, in advance, Class Act's use of the Jeffersontown High School name and promotion of the Academy and Class Act Branch in any advertising, promotional and public relations materials, activities and programs, both on and off-campus ("Promotional Activities"). Class Act shall submit, in advance, to the Board and Jeffersontown High School for their review and approval any proposed Promotional Activities (including proposed copy and graphics). If the Board has objections to any such Promotional Activities, the parties shall attempt in good faith to resolve such differences and develop a mutually acceptable alternative.

12. Require the following, pursuant to KRS 160.380, for all contractors, employees, interns and volunteers under this agreement:

1. A state criminal records check;
2. A state and national criminal (fingerprint) history background check; AND
3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.

No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.

b) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:

1. Any conviction for sex-related offenses;
2. Any conviction for offenses against minors;
3. Any conviction for felony offenses except as provided in number 5 below;
4. Any conviction for deadly weapon-related offenses;

5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
6. Any conviction for violent, abusive, threatening or harassment related offenses;  
OR
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above, and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

13. If the performance of this Agreement involves the transfer by JCPS to Class Act Credit Union 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"), Class Act Credit Union agrees to:

1. 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.
2. 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 Class Act Credit Union and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
3. Require all employees, contractors, volunteers, and agents of Class Act Credit Union to comply with all applicable provisions of FERPA with respect to any such data. Class Act Credit Union shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
4. 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. Class Act Credit Union 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 section ii of this provision.
5. 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 Class Act Credit Union 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.

6. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by Class Act Credit Union for the purposes of this Agreement. Class Act Credit Union will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
7. JCPS retains the right to audit Class Act Credit Union's compliance with the confidentiality requirements of this provision.

#### IV. RESPONSIBILITIES OF JEFFERSONTOWN HIGH SCHOOL

Jeffersontown High School shall:

1. Maintain standards recommended by the Kentucky Department of Education and the Board.
2. Supply a classroom and office space to Class Act Federal Credit Union, with no obligation to pay rent, that will be converted to and used as credit union branch office, in which Class Act may locate all equipment and furnishings necessary to operate the Branch, and customary signage. This location may, at the discretion of Class Act, be open during normal school hours but also after school hours and on days school is not in session if it is feasible with scheduling student employees during those hours. Any hours worked by students outside of normal school hours would be paid by Class Act at the rate negotiated with the students. This will assist in being able to provide a consistent message to members for when the branch is open.
3. Supply textbooks, materials and supplies necessary to provide instruction that meets the needs of the students in the program.
4. Provide Class Act Federal Credit Union with students who are qualified and prepared for internships.
5. Designate the name of the program as the "Class Act Academy of Business and Finance at Jeffersontown High School" for the length of this contract. The Board and Jeffersontown High School shall have the right to use the name "Class Act" and the Class Act logo in relation to the Academy and the Branch, solely for non-commercial, educational purposes, consistent with the intent and purposes of this Agreement. If Class Act objects to the way its name or logo is being used, Class Act shall communicate such objection to the Board and Jeffersontown High School, and the parties shall attempt in good faith to resolve it to their mutual satisfaction. Upon termination of this contract for any reason, Jeffersontown High School and the Board, shall cease to use the name "Class Act" and "Class Act Federal Credit Union" for any purpose. It shall immediately return to Class Act all material belonging to Class Act,

bearing the Class Act name and logo, and shall remove or conceal the Class Act name and logo on any school property.

6. Provide appropriate staff, including a program specialist for career education, to assist in the development of the program and to work with Class Act Federal Credit Union personnel.

7. Allow Class Act Federal Credit Union personnel and their designated vendors access to the Branch to continue operation at Jeffersontown High School, with the approval and cooperation of Jeffersontown High School.

8. Allow Class Act Federal Credit Union to install at its expense alarms, lighting and/or other risk management equipment to protect, monitor and safe guard the assets and data maintained within the Branch office as it deems appropriate.

9. The Jeffersontown High School staff, or designee, shall be responsible for the following:

- a. Selecting appropriate students for enrollment in the finance classes;
- b. Selecting students who are prepared for positions within the Class Act Federal Credit Union Branch at Jeffersontown High School;
- c. Supervising students, with the help of a Credit Union employee located at the school, in their work-based learning experiences at the Branch, to assure compliance with Class Act's banking policies and practices;
- d. Planning for concurrent related instruction (informal and formal classroom), as needed to meet the objectives of the programs. This instruction will be scheduled during the regular school day.
- e. Maintaining individual records of classroom, work-based instruction, area practice and evaluation of student competency.
- f. Providing all required utilities to the space such as electrical power; heating ventilation and air conditioning; data communication and television cable access to credit union branch located at the Jeffersontown High School.
- g. Security of building outside of credit union branch location and assuming full liability for building structure and maintenance.

#### V. RESPONSIBILITIES OF CLASS ACT FEDERAL CREDIT UNION

1. To provide a designated employee to work at Jeffersontown High School, paid by Class Act, to help administer the program on a daily basis.
2. To provide educational opportunities for the selected student employees in selected credit union operations and selected careers in finance. The selection of specific credit union operations and careers in finance referred to in this paragraph shall be subject to the approval of Class Act Federal Credit Union.
3. To assist the Jeffersontown High School staff or designee in providing information and education on credit union operations and facilities.
4. To continue the Class Act Branch location at the Jeffersontown High School to serve Jeffersontown High School (i) students, (ii) faculty, (iii) administrative staff and (iv) current members at Class Act Federal Credit Union. Written parental consent shall be required for any student to open an account at the Branch. The Branch shall be open to any other Class Act customers, or potential customers, during the regular hours which the Branch is open. The Branch may offer (i) checking, (ii) savings, (iii) certificates of deposit, (iv) loans and related services. Additional products or services offered by the Branch can be offered with approval of the Board, Jeffersontown High School and Class Act jointly.
5. To furnish, install and maintain, at its expense, the Branch office with furniture, fixtures, equipment and other items and supplies necessary to operate the credit union branch. This may include cash and other negotiable instruments. These furnished assets will be, and shall remain, the sole property of Class Act Federal Credit Union, which will have full liability and the responsibility for safe keeping of these assets, and shall be entitled to remove the same at any time, including but not limited to the time of termination of this contract, provided it shall repair any damage caused by removal.
6. To educate the interns to become the student employees in Class Act philosophies and operations.
7. To provide the necessary support for the student employees to perform teller transactions, account opening and other approved transactions and operations authorized by Class Act Federal Credit Union. These may include deposits, withdrawals, transfers, loan payments, check cashing, stop payments, opening of new accounts, pre-loaded debit card issuance and maintenance and opening of Certificates of Deposits.
8. To ensure the operations of the Branch comply with all Federal, State and Class Act Federal Credit Union policies, procedures and regulations.



9. Class Act Federal Credit Union reserves the sole right to determine and to limit the tasks which students may perform in the operation of the branch and to determine and limit authorized access to Class Act Federal Credit Union data, information and transactional account ability for each student, and to require that all tasks and all access be strictly in compliance with applicable laws and regulations and the approved procedures and Code of Ethics of Class Act Federal Credit Union.

10. To comply with and pay for all background checks and drug testing for applicable employees from Class Act relating to the Board's rules of employment using the Board's Human Resources Department.

11. Class Act shall maintain sole custody of all account, customer and other banking records pertaining to Branch operations.

#### VI. JEFFERSONTOWN HIGH SCHOOL POLICIES

The Academy's educational program shall consist of regularly scheduled classroom instruction, practice and experience in selected learning experiences at Class Act Federal Credit Union. The division and arrangement of time to include the theoretical and clinical learning experiences shall be determined by Jeffersontown faculty and/or program manager, or designee, and shall be based on the needs of the students for specific learning experiences to meet the objectives of the program. If it is desirable for students to have experiences in hours other than those of the regular school day, this will be planned as part of the curriculum.

#### VII. REQUEST OF WITHDRAWAL OF STUDENT

Class Act Federal Credit Union has the right to request that Jeffersontown High School withdraw any student from the Branch whose conduct is not, in the sole opinion of the management of Class Act Federal Credit Union, in accordance with acceptable standards of performance. Class Act Federal Credit Union, in coordination with the Jeffersontown High School Administration, may, at any time, withdraw a student whose progress, conduct or work does not meet the standards of the program for continuation in the program. If the student does not accept the decision, the parties to this Agreement will consent to use the procedures in the Code of Acceptable Behavior and Discipline and Student Bill of Rights applicable to students in the District.

#### VIII. DISCONTINUANCE OF AGREEMENT

If either the Board or Class Act Federal Credit Union wishes to terminate this agreement, it is understood that at least ninety days notice shall be given by either participating agency, providing that students currently enrolled in the programs shall be

permitted to complete their training. Upon termination, Class Act Federal Credit Union shall remove all of its property, including equipment, trade fixtures, furnishings and signage that it has installed in the Branch and restore the Branch to substantially the same condition it was in at the inception of this Agreement. Jeffersontown High School shall immediately cease to use the name "Class Act" or "Class Act Federal Credit Union" or any Class Act logo or material bearing the Class Act name or logo, in connection with the Academy, or for any other purpose.

#### IX. MODIFICATION OF AGREEMENT

Modification of this agreement shall be made by mutual written consent of the Board and Class Act Federal Credit Union. A memorandum noting the modification(s) shall be attached to this agreement and shall include the date and signature of parties agreeing to the modification(s).

#### X. TERM AND RENEWAL OF AGREEMENT

This agreement shall be in effect for the 2022-2023 Board fiscal year beginning July 1, 2022 and ending June 30, 2023. This agreement shall be considered automatically renewed for the next Board fiscal-year, if not terminated by any party in writing according to Section VIII as of June 30 of the current fiscal year. It may be discontinued under provisions of Section VIII, or reviewed and/or revised as needed as provided in Section IX.

#### XI. COPIES OF AGREEMENT

Copies of this agreement and any revisions shall be placed on file and available to the following:

- a. The Chief Executive Officer of Class Act Federal Credit Union;
- b. The Secretary of the Board;
- c. The principal of Jeffersontown High School;
- d. The Program Specialist for Career Education at Jeffersontown High School;  
and
- e. The Director for Career Education of the Board.

#### XII. LIMITATION OF LIABILITY

To the extent allowable by law, neither party hereto shall be liable to the other party for consequential, indirect, exemplary, punitive or special damages. The party's liability arising out of or in connection with this agreement shall be limited to out-of-pocket expenses and losses incurred as a direct result of the other party's breach of its obligations under this Agreement. These limitations will apply for all claims, including without limitation, contract, warranty, indemnity, tort (including delict and negligence), and strict liability howsoever caused or incurred for any reason whatsoever.

### XIII. DISPUTE RESOLUTION

1. Any dispute arising out of or relating to this agreement shall first be brought to the Chief Executive Officer of Class Act and the Assistant Superintendent for High Schools. If they are unable to agree on a resolution of the dispute, then any party to this agreement may seek relief from a court of appropriate jurisdiction in Jefferson County, Kentucky.

2. In the event of any litigation, arbitration, mediation, action by legal counsel, bankruptcy proceeding or collection effort arising in any manner hereunder (whether or not suit be brought), the prevailing party shall be entitled to recover all court costs and reasonable attorneys' fees, including those arising from an appeal.

### XIV. ASSIGNMENT

The parties acknowledge this agreement has been entered in consideration of the parties' mutual confidence in each other and the parties are unwilling to proceed on the basis set out in this Agreement with any other person save and except as expressly provided herein. Consequently, neither this Agreement nor any of the respective rights or obligations of the parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained, sublet, or otherwise disposed of, in whole or in part, by either party without the prior written consent of the other party, which shall not be unreasonably withheld or unduly delayed.

### XV. GOVERNING LAW AND VENUE

1. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
2. The venue of any proceeding brought by any Party to enforce the terms of this Agreement shall be the court of appropriate jurisdiction of Jefferson County, Kentucky.

### XVI. MISCELLANEOUS

1. Neither party shall acquire any proprietary or other rights in or to use the names, logos, symbols and other identifying marks of the other by virtue of this Agreement,

unless otherwise approved in writing prior to use. During the term of this Agreement, the rights of the Board and Jeffersontown

High School to use the name "Class Act" shall be limited to purposes and the uses specifically set forth herein, unless otherwise agreed in writing by Class Act Federal Credit Union. Class Act Federal Credit Union does not have any proprietary or naming rights to the name of the "Class Act Academy of Business and Finance" and shall not use the name in any marketing materials without the prior consent of the School Board. As long as this Agreement is in effect and Class Act Federal Credit Union remains in good standing, at the sole discretion of the School Board, the name of the Academy shall remain the same. Upon termination of this agreement, neither the School Board nor Jeffersontown High School shall have any further rights to use the name "Class Act" or "Class Act Federal Credit Union" for any purpose.

2. All sections and headings are used for convenience only and do not affect construction or interpretation of this agreement.

3. To the best knowledge and belief of the parties, this agreement contains no provision that is contrary to any federal state law, ruling or regulation. However, if any provision of this agreement shall conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted by law. In the event any provision is thus inoperative, the remaining provisions shall, nevertheless, remain in full force and effect.

**FOR CLASS ACT FEDERAL CREDIT UNION**

By: Tom S. Anonson

Print Name: Tom S. Anonson

Title: EVP

Date: 12/22/2021

**FOR JEFFERSON COUNTY BOARD OF EDUCATION**

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

Print Name: Dr. Martin Pollio

Title: Superintendent

Date:

**FOR JEFFERSONTOWN HIGH SCHOOL**

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

Print Name: \_\_\_\_\_

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

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

