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July 31, 2023 1:34PM

SPONSORSHIP AGREEMENT BETWEEN:

THE FAYETTE COUNTY BOARD OF EDUCATION, LEXINGTON, KENTUCKY
AND UNIVERSITY OF KENTUCKY FEDERAL CREDIT UNION

This Sponsorship Agreement is made effective as of June 1, 2023 (the "Effective Date"), by and between the Fayette County Board of Education, Lexington, Kentucky, (the "District"), and University of Kentucky Federal Credit Union, a corporation organized under the laws of the United States of America ("UKFCU" or "Sponsor"). Each party individually is referred to as "Party," and collectively as "Parties."

WHEREEAS, the District operates career and technical programs in several of its high schools pursuant to requirements set forth by the Kentucky Department of Education, which afford students preparation for college and careers in nationally recognized industry clusters;

WHEREAS, the District and UKFCU have established a learning laboratory at Frederick Douglass High School ("Douglass") to provide hands on training in the financial services industry to select students enrolled in the "UKFCU Program to Professional Careers" at Douglass (the "Program") pursuant to an agreement having an Effective Date of June 15, 2022 (the "Douglass Agreement");

WHEREAS, the District and UKFCU desire to expand the Program to one or more additional high schools in the District;

WHEREAS, the District and UKFCU desire to establish and maintain a marketing and sponsorship relationship to provide support for the Program and similar programs which may be established in other high schools in the District;

WHEREAS the District and UKFCU agree that the following terms and conditions are applicable to this Agreement in which Sponsor shall become the exclusive Official Credit Union Partner of the District;

WHEREAS, the District is permitted to enter into this Agreement on behalf of Douglass and other high schools in the District, pursuant to the Kentucky Model Procurement Code, KRS Chapter 45A.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. GENERAL PROVISIONS OF AGREEMENT

1. Recitals Incorporated. The Whereas clauses of this Agreement are not merely recitals but are integral to this Agreement and are incorporated herein.

2. Term and Renewal of Agreement. The term of this Agreement shall commence on June 1, 2023, and shall end on or before May 31, 2033. This Agreement may be renewed for one or more renewal terms upon mutual agreement of the parties. Notwithstanding the foregoing, this Agreement may be terminated under provisions of Article VI, or reviewed and/or revised as needed through mutual agreement of UKFCU and the District as set forth in Article VI.

II. TERMS OF THE SPONSORSHIP

1. During the term of this Agreement the Sponsor shall receive the following:

(a) Sponsor shall be designated as the exclusive "Official Credit Union Partner of the Fayette County Public Schools." No other financial institution shall be recognized as having Official Partner status. This obligation does not impair or affect Forcht Bank's existing sponsorship of the Fayette County Public School's Innovation Center in the old Herald-Leader building.

(b) Sponsor shall be responsible for all costs related to the implementation of recognition and messaging opportunities set forth in Section 0, including, without limitation, all mailing costs, printing costs and costs to provide promotional items;

(c) The District must approve (1) all content and promotional items used by Sponsor in the fulfillment and implementation of the recognition and messaging opportunities set forth in Section 0 and (2) the placement of Sponsor and

Sponsor's promotional materials at all Fayette County Public Schools ("FCPS") events set forth in Section 0.

2. During the term of this Agreement, including any renewal terms, UKFCU will construct and maintain at UKFCU's expense a second student-operated laboratory branch, similar to that established pursuant to the Douglass Agreement, at the high school designated by the District. UKFCU and the District shall negotiate in good faith toward the drafting and execution of a definitive agreement establishing the second laboratory branch.

3. During the term of this Agreement, including any renewal terms, Sponsor shall have the right to the following recognition and messaging opportunities:

(a) UKFCU and The Health and Education Federal Credit Union ("THE") will be the only financial institutions permitted at FCPS new employee orientations and benefit open enrollment events. THE's participation at FCPS events pursuant to any provision of this Agreement shall be permitted only for so long as THE is not acquired by or merged with or into another financial institution.

(b) UKFCU and THE will be the only credit unions permitted at FCPS high school career fairs. If non-credit union banks desire to attend, that is permitted.

(c) FCPS will hang a UKFCU Banner (Supplied by UKFCU) at a visible and prominent location in all high school football stadiums for the i)duration of each football season.

(d) FCPS will hang a UKFCU Banner (Supplied by UKFCU) at a visible and prominent location in all high school gymnasiums for the duration of each school year.

(e) UKFCU shall receive public address recognition as "Official Credit Union Partner" at all varsity football and basketball games at least two times during each game.

(f) UKFCU's logo shall appear on all sports-specific t-shirts and performing arts-specific t-shirts

produced by any high school team or performing arts group, for distribution and/or sale.

(g) UKFCU shall have access to classrooms for financial education opportunities. The content/curriculum and presentation materials must be agreed upon in advance by both parties.

(h) UKFCU shall receive "Callouts" on social media posts for all FCPS officially sanctioned events.

(i) UKFCU shall receive recognition as the Official Credit Union Partner of FCPS on the FCPS district website, teacher's portal, student/parent portal.

(j) The District shall provide UKFCU with access to faculty and staff email addresses for the purpose of UKFCU promotional emails, which shall not exceed 2 per calendar month.

(k) The FCPS Office of the Superintendent will distribute an email, at least once per semester, reminding all FCPS employees that UKFCU is the Official Credit Union Partner and that no financial institution besides UKFCU or THE is permitted to attend/participate in any FCPS or FCPS event. The obligation does not apply to career fairs.

(l) Notwithstanding the foregoing, nothing in this Agreement shall prevent any school team or organization from seeking financial support for its program ads, playbill ads, tours or trip sponsorships.

4. During the original term of this Agreement the Sponsor will make an investment in the District. The annual investment during the first year of the original term of this Agreement the amount of the investment shall be \$50,000.00. In each subsequent year during the original term of this Agreement the annual investment shall increase by an amount equal to two (2) percent of the prior year's annual investment. Each annual investment shall be due and payable on or before June 15 of each year during the original term of this Agreement. Sponsor agrees to submit each payment by check or wire

transfer. If Sponsor pays by check, then Sponsor shall send the check, together with a remittance or invoice identifying this Agreement, to the following remittance address, unless and until the District directs otherwise: Fayette County Public Schools, Accounts Receivable, 450 Park Place, Lexington, KY 40511. If Sponsor pays by wire or funds transfer, then Sponsor should request applicable account information from the District.

5. Exclusivity. So long as this Agreement remains in effect, including any renewal terms, UKFCU shall have the exclusive right, subject to the execution of appropriate supplemental agreements in each case, to establish additional programs similar to that established by the Douglass Agreement in one or more other high schools in the District. This exclusivity provision supplants and replaces the right of first refusal in the Douglass Agreement. This exclusivity provision shall not survive the discontinuance, termination, or expiration of this Agreement.

III. CONFIDENTIALITY AND PRIVACY

1. 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 UKFCU 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 Sections 716.15 of the Privacy Rules, in the ordinary course of business to carry out those purposes.

2. All Parties shall also maintain the confidentiality of student information, including that specially protected by

Federal and State law, released to and obtained by UKFCU in the performance of its obligations hereunder. In order to review UKFCU's compliance with Federal and State law regarding confidential student information, UKFCU agrees to notify the District if it receives any requests or demands for confidential student information (including but not limited to legal subpoenas issued by any Federal or State law enforcement or prosecutorial instrumentality or to State or Federal financial institution regulator having jurisdiction, pursuant to applicable laws and regulations).

3. UKFCU understands and agrees that it is subject to all Federal and State laws and District rules relating to the confidentiality of student information. UKFCU further agrees to comply with regulations implementing the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. '99. UKFCU shall regard all student information it receives, if any, as confidential and will not disclose the student information to any third party. The District represents that UKFCU is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the District's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. UKFCU agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. The District recognizes and agrees that for purposes of all applicable laws, UKFCU has a legitimate educational interest for purposes of District disclosing to UKFCU students' education records.

IV. PUBLIC RECORDS

1. This Agreement shall be subject to Kentucky's Open Records Act (KORA), KRS 61.870 to KRS 61.884, UKFCU understands the requirements set forth in the KORA, as it relates to this Agreement, and agrees to comply with the same. UKFCU agrees to:

- (a) Keep and maintain public records required by

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the District in order to perform the educational activities related to the Program;

(b) Upon request from the District's custodian of public records, provide the District with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in KORA, Kentucky Statutes or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if UKFCU does not transfer the public records to the District. The Parties expressly agree and acknowledge UKFCU's account and member data, along with information and data associated with laboratory branch credit union operations pursuant to the Douglass Agreement and any other similar agreements establishing laboratory branches at other schools in the District does not qualify as a public record and is exempt from all disclosure under public records laws.

(d) Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of UKFCU or keep and maintain public records required by the District to perform its educational activities. If UKFCU transfers all public records to the District upon completion of the Agreement, UKFCU shall destroy any duplicate public records or public records that are confidential and/or exempt from public records disclosure requirements. If UKFCU keeps and maintains public records upon completion of the Agreement, UKFCU shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Myron Thompson, COO Fayette County Schools,
Myron.thompson@fayette.kyschools.us, 859-381-4100

IF UKFCU HAS QUESTIONS REGARDING THE APPLICATION OF THE

KENTUCKY OPEN RECORDS ACT, OR UKFCU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, UKFCU WILL CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS OR THE DISTRICT'S CONTRACT ADMINISTRATOR AT THE EMAIL ADDRESS AND PHONE NUMBER ABOVE.

V. USE OF NAMES AND MARKS

1. The District shall have the right to use the name "UKFCU" and the UKFCU logo in relation to the promotional and marketing activities contemplated by this Agreement, solely for non-commercial, educational purposes, and consistent with the intent and purposes of this Agreement. UKFCU's name, logos, trademarks, and service marks remain the exclusive property of UKFCU subject to the limited use license granted to District in this Agreement. If UKFCU objects to the way its name or logo is being used, UKFCU shall communicate such objection to the District, and the parties shall attempt in good faith to resolve it to their mutual satisfaction. Upon termination of this Agreement for any reason, the District and all schools within the District shall cease to use the name "UKFCU," "UK Federal Credit Union" and any other of UKFCU's name, logos, trademarks and service marks for any purpose. The District and all schools within the District shall immediately return to UKFCU all material belonging to UKFCU, bearing the UKFCU name and/or logo, and shall remove or conceal the UKFCU name and/or logo on any school property.

2. The District and any school in the District reserve the right to review and approve, in advance, UKFCU's use of the school names and promotion of the Program established by the Douglass Agreement and any similar programs which may be established at any other schools in the District in any advertising, promotional and public relations materials, activities and programs, both on and off-campus ("Promotional Activities"). UKFCU shall submit, in advance, to the District and any concerned school for their review and approval any proposed Promotional Activities (including proposed copy and graphics). If the District has objections to any such Promotional Activities, the parties shall attempt in good faith to resolve such differences and develop a mutually acceptable alternative. Among other matters, the District's practices

and policies regulate the use of the District and the high school names and logos for marketing purposes. The District's and high schools' names and logos shall remain the exclusive property of the District, subject to the limited license granted to UKFCU to use the names and logos of the District and high schools as set forth herein. Upon termination of this Agreement for any reason, UKFCU shall cease to use the names and logos of the District and all high schools for any purpose except as is otherwise provided in the Douglass Agreement and any other similar agreement which the parties may make in the future. Except as may be otherwise provided in a Laboratory Branch Agreement or other separate agreement between UKFCU and the District, UKFCU shall immediately return to the District all materials belonging to the District and a high school, bearing the names and logos, and logo, and shall remove or conceal the District and high school name and logo on any UKFCU property.

VI. MISCELLANEOUS PROVISIONS.

1. Termination. If either party to this Agreement wishes to terminate this Agreement for cause or convenience, it is understood that at least ninety (90) days written notice shall be given by that Party, providing that students currently enrolled in the Program or any other similar program established in accordance with this Agreement shall be permitted to complete their training. Upon termination, UKFCU shall remove all of its property, including equipment, trade fixtures, furnishings and signage that it has installed in the Laboratory Branch and any other similar laboratory branch that may be established pursuant to this Agreement. All Fayette County Public Schools shall immediately cease to use the name "UKFCU" or "UK Federal Credit Union" or any UKFCU logo, trademark, service mark or any other material bearing the UKFCU name or logo, in connection with the Program or any similar program established pursuant to this Agreement, or for any other purpose.

2. Amendment or Modification. Modification of this Agreement shall only be made by mutual consent of both parties. A duly executed amendment noting the modification(s) shall be attached to this Agreement and shall include the date and

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signature of parties agreeing to the modification(s). Oral modifications of this Agreement are not permitted.

3. Notices; Contract Administration. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to UKFCU:

University of Kentucky Federal Credit Union
1730 Alysheba Way
Lexington, Kentucky 40509
Attn: Michelle Bliffen, Chief Operations Officer
Phone: (859) 264-4216

With copies to:

Attn: Andrew Miller, Director of Marketing
1730 Alysheba Way
Lexington, Kentucky 40509
Phone: (859)-264-4294

Attn: Risk and Compliance
1730 Alysheba Way
Lexington, Kentucky 40509

If to District:

Myron Thompson
450 Park Place
Operations and Support Room 415-B
Lexington, KY 40511

With copy to:

Shelley Chatfield
General Counsel
450 Park Place

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Lexington, KY 40511
859-381-4728

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

(a) The CEO of UKFCU;

(b) The District's contract administrator;

(c) The principal of the High School and the principal of any other high school at which additional programs may be established pursuant to this Agreement; and

(d) The Career and Technical Education personnel at the High School and any other high school at which additional programs may be established pursuant to this Agreement.

5. Insurance. UKFCU holds all applicable types and levels of insurance as outlined in Exhibit B.

6. 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, OR THE PARTY'S NEGLIGENCE. THESE LIMITATIONS WILL APPLY FOR ALL CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT, WARRANTY, INDEMNITY, AND TORT (INCLUDING NEGLIGENCE). THE LIMITATIONS CONTAINED IN THIS SECTION ARE NOT AND SHALL NOT BE CONSTRUED AS A WAIVER OF THE DISTRICT'S SOVEREIGN IMMUNITY BEYOND THE LIMITED LEGISLATIVE WAIVER THEREOF, KRS 45A.005 ET SEQ,. IN THE CASE OF ANY PURPORTED LIABILITY OR NEGLIGENCE OF UKFCU, UKFCU'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE MONETARY LIMITS OF UKFCU'S APPLICABLE INSURANCE COVERAGE.

7. Dispute Resolution. Any dispute arising out of or

relating to this Agreement which cannot be resolved informally by the concerned parties shall be referred to the Chief Operations Officer for UKFCU and the District Administrator (set forth in Article IV above) for final resolution.

8. 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.

9. Governing Law; Venue. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and applicable federal laws. The venue of any proceeding brought by any Party to enforce the terms of this Agreement shall be the court of appropriate jurisdiction in Fayette County, Kentucky.

10. Proprietary Rights. 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 District, the High School and any other high school at which a similar program may be established pursuant to this Agreement to use the name "UKFCU" shall be limited to the purposes and uses specifically set forth herein, unless otherwise agreed in writing by UKFCU. Except as is otherwise agreed in any Laboratory Branch Agreement or other separate agreement between the Parties, upon termination of this Agreement, neither the District nor any high school shall have any further rights to use the name "UKFCU" or "UK Federal Credit Union" or any of UKFCU's name, logos, trademarks or servicemarks for any purpose, and UKFCU shall not have any further rights to use the District's or any high school's name, logos, trademarks or

servicemarks for any purpose. UKFCU shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

11. Section Headings. All section and heading names are used for convenience only and do not affect construction or interpretation of this Agreement.

12. No Violation of Law. 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.

13. No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

14. Subcontracts. UKFCU and the District are each permitted to subcontract any of the work set forth in the Agreement. UKFCU and/or the District shall ensure that each subcontractor complies with all provisions of the Agreement. UKFCU and the District will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

15. Entire Agreement. This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

16. No Discriminatory Practices. UKFCU represents and warrants to the District that UKFCU does not and will not engage in any unlawful discriminatory practices and that there

shall be no unlawful discrimination in connection with UKFCU's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics.

17. Survival. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this Agreement.

18. No Gifts. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. UKFCU warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for UKFCU, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for UKFCU, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

19. Counterparts. This Agreement may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) noted below.

UNIVERSITY OF KENTUCKY FEDERAL CREDIT UNION

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By: _____
Printed Name: _____
Title: _____
Date: _____

FAYETTE COUNTY BOARD OF EDUCATION, LEXINGTON KY

By: _____
Printed Name: _____
Title: _____
Date: _____

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