

## MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 among Christian County Board of Education and Christian County Public Schools Education Foundation, Inc.

### RECITALS

Christian County Board of Education ("Board") governs and operates the Christian County Public Schools ("District").

The Christian County Public Schools Education Foundation, Inc. is a Kentucky nonprofit corporation recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code ("Foundation") whose purpose is to promote and supports the interests of the District.

### I. PURPOSE

1.0. The purpose of this MOU is to define the relationship, roles, and responsibilities of the Board and the Foundation in connection with the Foundation's efforts to solicit, receive, and administer charitable donations in support of the District, including donations associated with sponsorship recognition and naming opportunities at the District's new high school and related facilities.

1.1. This MOU is intended to:

1.1.1. Support the Foundation's fundraising mission for the benefit of the District;

1.1.2. Preserve the Board's authority and responsibility over District property and facilities;

1.1.3. Ensure compliance with applicable Kentucky law, Board policies, and public accountability standards; and

1.1.4. Establish a transparent framework for naming rights and sponsorship recognition.

### II. RELATIONSHIP OF THE PARTIES

2.0. **Independent Entities.** The Board and the Foundation are separate and independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employment relationship.

2.1. **Mission Alignment.** The Foundation's sole mission is to support the District. All activities conducted under this MOU shall further that mission and the educational purposes of the District.

### III. AUTHORIZATION TO FUNDRAISE AND SOLICIT DONATIONS

3.0 **Fundraising Authorization.** The Board acknowledges and supports the Foundation's role in soliciting charitable contributions from individuals, businesses, and organizations for the benefit of the District, including contributions associated with recognition through sponsorships or naming opportunities.

3.1. **Use of District Name and Marks.** Subject to Board policy and administrative approval, the Board grants the Foundation a limited, non-exclusive, revocable license to use the District's and schools' names and logos solely for fundraising and donor recognition purposes related to this MOU.

### IV. NAMING RIGHTS AND SPONSORSHIP RECOGNITION

#### 4.0. **Board Authority Over Naming**

All District buildings, facilities, rooms, fields, athletic venues, and other physical assets are owned and controlled by the Board.

No naming right or sponsorship recognition shall be final or effective without express approval of the Board of Education.

#### 4.1. **Foundation Role.** The Foundation may:

4.1.1. Develop proposed sponsorship and naming opportunities;

Solicit donations associated with such opportunities;

4.1.2. Present proposed naming or sponsorship recognitions to the Superintendent and Board for consideration.

4.1.3. **Board Approval Required.** Each naming or sponsorship recognition shall require:

4.1.3.1. Review by District administration;

4.1.3.2. Approval by the Board at a duly called public meeting; and

4.1.3.3. Compliance with all Board policies and applicable law.

4.2. **No Property Interest.** Naming or sponsorship recognition does not convey any ownership, leasehold, easement, or other property interest in District facilities.

## **V. LIMITATIONS AND STANDARDS**

5.1. **Appropriate Sponsors.** The Board retains the sole discretion to reject any proposed sponsor or naming request. Naming and sponsorships shall not:

5.1.1. Conflict with the educational mission of the District;

5.1.2. Promote products or services prohibited in schools (including alcohol, tobacco, drugs, gambling, or inappropriate content);

5.1.3. Imply District endorsement of a commercial product or viewpoint.

5.2. The Board may impose additional scrutiny or limitations on naming facilities after living persons or corporate entities and may establish time-limited naming terms.

### **5.3. Signage Standards.**

All signage:

5.3.1. Must be approved by the District;

5.3.2. Must conform to District design, size, and placement standards; and

5.3.3. Shall be tasteful, age-appropriate, and consistent with a public school environment.

5.4. **Morals and Reputational Protection.** The Board reserves the right to remove or alter any naming or sponsorship recognition if the associated individual or entity engages in conduct that, in the Board's judgment, adversely affects the District's reputation or values.

## **VI. DONATIONS AND USE OF FUNDS.**

6.1. **Receipt of Funds.** Donations solicited under this MOU shall be received and administered by the Foundation unless otherwise agreed.

6.2. **Restricted Gifts.** Donations associated with specific naming or sponsorship opportunities shall be used solely for the purposes identified to donors and approved by the Board.

6.3. **No Operational Control.** Donors shall not acquire any control over curriculum, personnel, operations, or policies of the District.

## **VII. REPORTING AND TRANSPARENCY.**

7.1. The Foundation shall:

7.1.1. Maintain accurate financial records of funds raised under this MOU;

7.1.2. Provide periodic reports to the Board or Superintendent upon request;

7.1.3. Ensure compliance with all applicable nonprofit and charitable solicitation laws.

## **VIII. TERM AND TERMINATION**

8.1. This MOU shall become effective upon execution and shall remain in effect unless terminated as provided herein.

8.2. Termination. Either party may terminate this MOU upon written notice. Termination shall not affect naming or sponsorship agreements already approved by the Board unless otherwise provided.

## **IX. AMENDMENTS**

9.1. This MOU may be amended only by written agreement approved by the Board and the Foundation's governing body.

## **X. GOVERNING LAW**

10.1. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

CHRISTIAN COUNTY BOARD OF EDUCATION

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

Chairperson

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

CHRISTIAN COUNTY PUBLIC SCHOOLS EDUCATION FOUNDATION, INC.

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

Executive Director

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