

**MEMORANDUM OF AGREEMENT**

**Between**

**Jefferson County Board of Education**

**And**

**Fern Creek Alumni Association, Inc.**

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education doing business as Jefferson County Public Schools (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and the Fern Creek Alumni Association, Inc. (hereinafter "ALUMNI ASSOCIATION"), a Kentucky non-profit corporation located at P.O. Box 91266, Louisville, Kentucky 40291.

WHEREAS Fern Creek High School (hereinafter FERN CREEK) needs a new ticket booth for its athletic facilities;

WHEREAS the ALUMNI ASSOCIATION has offered to donate to FERN CREEK the materials and labor for the construction of a ticket booth at the school;

WHEREAS JCPS desires to accept the donation of the materials and labor for the construction of the ticket booth;

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and the ALUMNI ASSOCIATION agree as follows:

**1. Duties of JCPS:**

- a. JCPS Facilities will review the project plans and provide guidance.

**2. Duties of ALUMNI ASSOCIATION:**

- a. The Alumni Association and its contractors will construct a ticket booth at Fern Creek High School in the location specified by JCPS in conformance with the drawings attached hereto as Exhibit A and incorporated herein.
- b. The ALUMNI ASSOCIATION and its contractors will begin no work until the plans and specifications for the construction have been approved by JCPS Facilities and all state and local agencies whose approval is necessary under Kentucky law, and the members of the Jefferson County Board of Education (hereinafter the "Board") have authorized the project to begin after the ALUMNI ASSOCIATION has demonstrated to the Board that it has adequate resources to accomplish the construction without financial liability to the Board.
- c. The ALUMNI ASSOCIATION and its contractors will complete construction of the ticket booth in conformance with the plans and specifications as approved by JCPS Facilities, state agencies and the Board. The ALUMNI ASSOCIATION and its contractors shall at all times during the term of this Agreement comply with all

applicable federal, state and local statutes, regulations, ordinances, rules and policies, and shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the work.

- d. Upon completion of the work as contemplated herein, the ALUMNI ASSOCIATION and its contractors will release all claims of ownership and title to the newly constructed ticket booth. The Board of Education shall thereafter have complete control of the ticket booth at Fern Creek High School.
- e. ALUMNI ASSOCIATION shall require each contractor performing work to provide proof of eligibility to work in the United States of America.
- f. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- g. If the performance of this Agreement involves the transfer by JCPS to ALUMNI ASSOCIATION 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"), ALUMNI ASSOCIATION and JCPS must manage the data transfer in accordance with FERPA requirements, and ALUMNI ASSOCIATION agrees to the following conditions:
  - i. If ALUMNI ASSOCIATION requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to ALUMNI ASSOCIATION before the JCPS IRB-approved informed consent process has been executed. In this case, ALUMNI ASSOCIATION does not function as an exception under FERPA. ALUMNI ASSOCIATION is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. ALUMNI ASSOCIATION must deliver copies of the signed authorization to JCPS upon request.
  - ii. If ALUMNI ASSOCIATION has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then ALUMNI ASSOCIATION shall:

- (a) 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.
- (b) 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 ALUMNI ASSOCIATION and its employees, contractors, volunteers, and agents, without 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.
- (c) Require all employees, contractors, volunteers, and agents of ALUMNI ASSOCIATION to comply with all applicable provisions of FERPA with respect to any such data. ALUMNI ASSOCIATION shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
- (d) 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. ALUMNI ASSOCIATION 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 this agreement.
- (e) 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 ALUMNI ASSOCIATION 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.
- h. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- i. Acknowledges that JCPS retains the right to audit ALUMNI ASSOCIATION's compliance with this agreement.
- j. ALUMNI ASSOCIATION acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- k. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.

- l. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- m. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to ALUMNI ASSOCIATION. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to ALUMNI ASSOCIATION.

**3. Mutual Duties:**

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
  - b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
  - c. The respective administrative offices of JCPS and ALUMNI ASSOCIATION who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
4. **Term:** This Agreement shall be effective commencing on the date of execution and shall terminate on December 31, 2026. The Agreement may be extended by mutual written agreement of JCPS and ALUMNI ASSOCIATION.
5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, ALUMNI ASSOCIATION will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern. In the event of an immediate termination, ALUMNI ASSOCIATION shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and ALUMNI ASSOCIATION.
7. **Independent Parties:** JCPS and ALUMNI ASSOCIATION are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore

neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.

8. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and ALUMNI ASSOCIATION concerning the ALUMNI ASSOCIATION and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

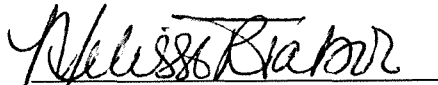
Fern Creek Alumni Association, Inc.:

\_\_\_\_\_  
Brian Yearwood, Ed.D., Superintendent

  
\_\_\_\_\_  
Michael Gatton, Board Chair

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

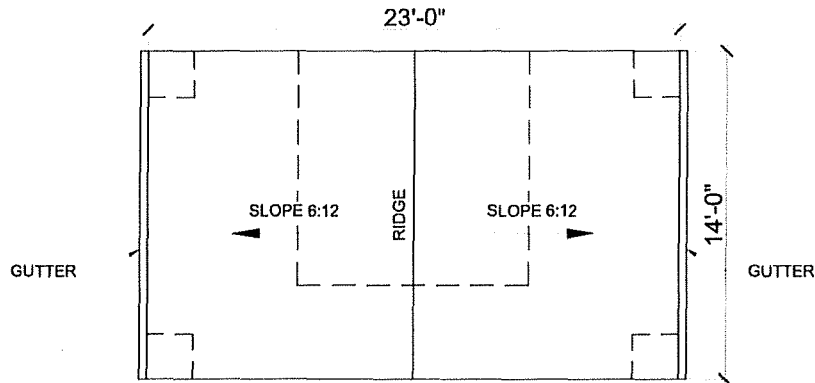
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Melissa Tabor, Executive Director

Date: 3/12/20

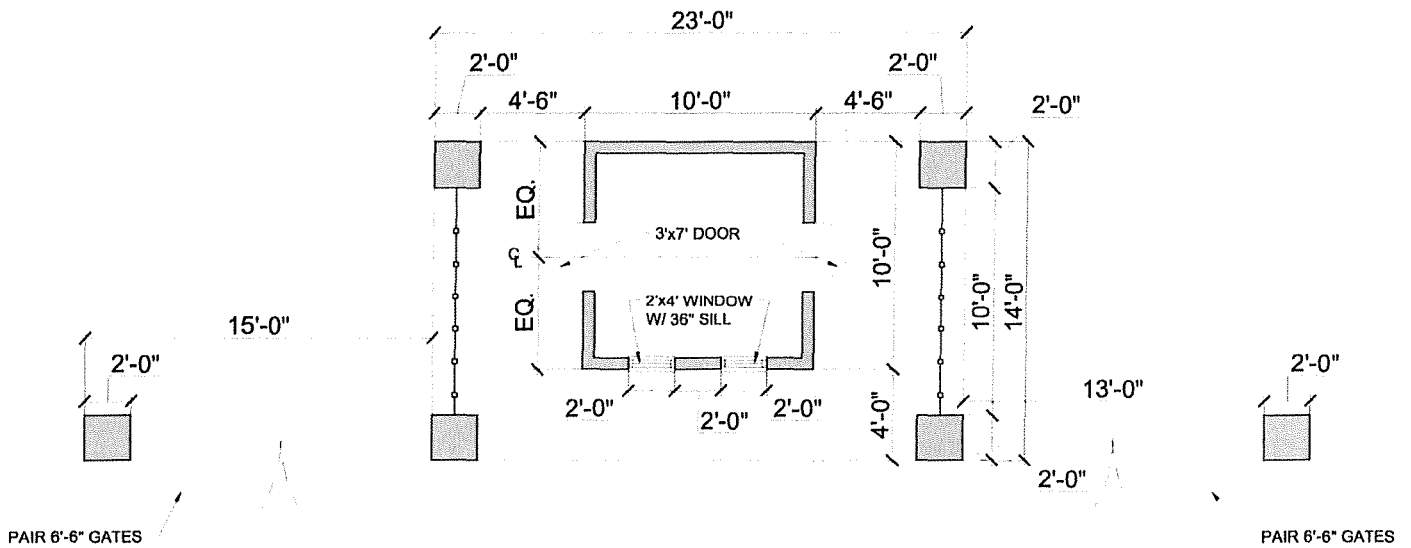


# Attachment A



## ROOF PLAN

SCALE: 1/8" = 1'-0"



## FLOOR PLAN

SCALE: 1/8" = 1'-0"

TICKET OFFICE



