OK AS TO FORM
AMH 9-29-2026

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Ballard Alumni Association

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Ballard Alumni Association (hereinafter "BAA"), non-profit corporation located at 6000 Brownsboro Rd, Louisville, KY 40222.

WHEREAS Ballard High School is seeking new theater lighting in the Fine Arts Center.

WHEREAS The **BAA** has offered Ballard High School an in-kind donation of materials and labor valued at $193,342.00 for the renovation of the school's theatre lighting."

WHEREAS JCPS desires to accept the $193,342.00 donation to complete the Renovation utilizing BAA and its contractors as listed in the proposal, Attachment A.

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

1. **Duties of JCPS:**

    a. JCPS will request and receive approval of a building modification.

    b. JCPS electricians will assist with the high -voltage electrical work during renovations.

2. **Duties of BAA:**

    a. BAA and BAA's contractors will not begin work until JCPS Facilities has approved the plans for the Renovation, and the members of the Jefferson County Board of Education (hereinafter the "Board") have authorized the project to begin after BAA demonstrated to the Board that BAA has adequate resources to assist in managing the Renovation without financial liability to the Board.

    b. BAA and BAA's contractors will complete the Renovation in conformance with the approved plans. The BAA and its contractors shall at all times during the term of this Agreement comply with all applicable federal, state, and local statues, regulations, ordinances, rules, and policies, and shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the work.

    c. Upon completion of the work as contemplated herein, the BAA and its contractors will release all claims of ownership and title to the newly installed lighting. The Board of Education shall thereafter have complete control over the lighting system.

d. BAA shall require each contractor performing work to provide proof of eligibility to work in the United States of America.

e. 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 participating is voluntarily. 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 purposes 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

f. If the performance of this Agreement involves the transfer by JCPS to BAA 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"), BAA and JCPS must manage the data transfer in accordance with FERPA requirements, and BAA agrees to the following conditions:

    i. If BAA requests transfer of identifiable data by JCPS that is subject to JCPS IRB procures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to BAA before the JCPS IRB-approved informed consent process has been executed. In this case, BAA does not function as an exception under FERPA. BAA 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. BAA must deliver copies of the signed authorization to JCPS upon request.

    ii. If BAA has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then BAA 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 BAA 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 BAA to comply with all applicable provisions of FERPA with respect to any such data. BAA 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. BAA 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 BAA 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.

g. 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.

h. Acknowledges that JCPS retains the right to audit BAA's compliance with this agreement.

i. BAA 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.

j. 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.

k. With respect to the equipment and any improvements during installation, maintain all-risk property and casualty insurance covering the facilities, and commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Upon request, provide JCPS with a certificate of insurance, evidencing such coverage.

l. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to BAA. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to BAA.

3. <u>Mutual Duties</u>:

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 BAA 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 November 11, 2026, and shall terminate on June 30, 2027. The Agreement may be extended by mutual written agreement of JCPS and BAA.

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, BAA 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 or a breach of paragraph 2.j above. In the event of an immediate termination, BAA 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 BAA.

7. **Independent Parties**: JCPS and BAA 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 BAA concerning the BAA 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:	**Ballard Alumni Association, Inc:**
	Chris Walker
Dr. H. Brian Yearwood, Superintendent	Chris Walker
Date:	**Date:** 10/22/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fusting & Dugan Insurance LLC 9322 Taylorsville Rd., Suite 4B Louisville, KY 40299	**CONTACT NAME:** Tresa Musselman **PHONE (A/C, No, Ext):** 502 242-9014 **FAX (A/C, No):** **E-MAIL ADDRESS:** tmusselman@fdiins.com
INSURED Communications Electronic Design Inc 1014 E BROADWAY LOUISVILLE, KY 40204	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** OHIO CASUALTY INSURANCE CO — 24074 **INSURER B :** OHIO SECURITY INSURANCE CO — 24082 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ ☐ CLAIMS-MADE ✓ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			BKO53206497	03/12/2026	03/12/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ☐	$ $ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ ☐			BAO53206497	03/12/2026	03/12/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) ☐	$ $ $ $ $	1,000,000
A	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10000			USO53206497	03/12/2026	03/12/2027	EACH OCCURRENCE AGGREGATE ☐	$ $ $	2,000,000 2,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWS52381399	03/09/2026	03/09/2027	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purpose Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tresa A. Musselman

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Communications Electronic Design ▪ 1014 East Broadway ▪ Louisville, Ky 40204 ▪ www.ced.bz

Quotation

Customer: Ballard High School Date:8.4.2026
Contact: Tyler Hacker-Kuhn, Chris Walker (Alumni Association)
Job: Fine Arts Center - Theater Update (Theatrical & House Lighting Combined)

Equipment and System Descriptions:

This is a combined quote for the "Theatrical & House Lighting" updates at the Ballard High School Fine Arts Center. CED has made three site visits to examine the current theatrical lighting system (including house lights); also doing minor lighting fixture tests at the FAC. The current system, as was very common during the time the FAC was built, used large, high voltage dimmers controlled by 0-10 volt input for variable light output in the theatrical fixtures. Contemporary theatrical lighting now uses LED lights and onboard DMX controls in individual fixtures; overall power requirements have been drastically reduced and dimming/effects greatly enhanced for a better overall presentation experience.

It is CED's proposal to introduce a Cueserver DMX lighting controller to work in coordination with the current lighting console. The Cueserver will allow for the creation of web based, custom lighting pages which will have pre-set cues. These control pages will be available through the two wireless access points added as a simple, independent lighting network system for the FAC. The pages can be accessed via an Ipad or laptop (provided by others). The current lighting console will have the ability to override the Cueserver cues for live productions.

All of the current theatrical fixtures will be removed from the FAC stage ceiling and (26) new fixtures installed and integrated to give the FAC the ability to control them via the lighting console and/or pre-set cues established in the Cueserver controller. The Cueserver is capable of doing multiple zones, two universes of dmx channels expandable to 32 allowing for control of both the overhead house lights and theatrical fixtures.

Beyond the theatrical lighting package CED will handle the replacement of the 40 overhead pendant house lights as well as (22) Cloud Stage Lights and (6) Recessed Front of Stage fixtures. The sixty eight additional new led lights will all be DMX controlled, each having the potential to be individually turned on and off, dimmed, and change colors as needed. All (68) new led RGB lights will be configured with the appropriate DMX addresses and programming cues established in the Cueserver controller web page for ease of control and flexibility of standard & custom configurations for theatrical/special events as needed.

CED will provide instructions on the use of all new equipment and set-up of initial lighting web page controls. The faculty

and students will tailor future web pages to their own needs for productions, etc. A set of PDF lighting system drawings will be prepared for ease of fixture identification and for future programming. Additionally, a network line will be run from the fire panel contact closure to the Cueserver I/O input to trigger emergency house lighting full preset as needed.

A JCPS electrician will need to be involved for the high voltage work which will be associated with disconnection of the old lights and placing standard outlets at each location where the old pendant lights are currently located. There are other electrical items that may need to be addressed, for instance, bypassing the lighting ballast which we believe has already been done in the recent past accommodating LED Retrofit lights. Any additional electrical needs should be discovered quickly on first day of this update.

AV Equipment & Rentals (Theatrical Lighting):

1) Cueserver Pro 3
2) (2) Chauvet DJ Intimidator Hybrid 251SR 251W LED Moving Head All-in-One Spot, Beam, and Wash Fixture
3) (6) Full Color LED Ellipsoidal 200-Watts DMX controlled fixtures
4) (14) Stage Lighting- The Blade12 RGBL 120Watts DMX controlled fixtures
5) (10) Plugs Plus Adapter-Hubbell 5-15R 15A Female Edison To Pintech 20A Male Stage Pin
6) (4) RGBA COB LED D-Fi USB DMX Par Can Wash Light - for wall sculptures
7) (40) DMX to network adapters - 20 male/20female
8) (40) Network jumper cables 10'
9) (40) Heavy Duty Lighting Truss Clamps
10) (40) Lighting safeties
11) (2) CS-MOD-RJ45 Ethercon Connectors
12) (2) IT-SP8R DMX Splitters - rack
13) (36) Blizzard PCON-INTER-1410 Powercon to Powercon 10ft
14) (5) 100ft Cat 6 Runs with cable management
15) Rack hardware
16) USW-Ultra 60W - Poe network switch
17) (2) Ubiquiti U7 Light wireless access point
18) Micro Scissor Lift - Two week rental for stage/house light removal and installation - discounted delivery and pickup fee

AV Equipment & Rentals (Theater House Lighting):

1) (40) Chauvet Ovation H55FCBLKH2 Fixtures
2) (22) Cloud Stage Lights RGB
3) (6) Recessed Front of Stage Lights RGB
4) (1) DMX 1802XE Power Driver
5) (28) Safeties - Small
6) (40) 15 Amp male electrical ends
7) (80) DMX to network adapters - 40 male/40 female
8) (80) Network jumper cables 10'-20'
9) (22) Custom Alucabond panels for mounting cloud lights

10) (40) Aircraft cable with clips for hanging pendant lights

11) Cable management supplies and accessories

12) (1) IT-SP8R DMX DA - remote distribution on catwalk

13) (3) 100ft Cat 6 Runs

14) SM-IO8 8-Channel I/O Smart Module - Fire & Safety control

CED will warrant all hardware and integration/programming services for one year and provide support for hardware with warranties extending beyond that one year date.

Combined Project Quotation	$198,583.00
Discount for single delivery & pickup of lift	-$600.00
Volume discount percentage on lighting fixtures	-$4641.00

Combined Project Total - $193,342.00 Tax Exempt Good for 90 Days