

AGREEMENT FOR SPONSORSHIP/CREDIT UNION IN THE HIGH SCHOOL PROGRAM

THIS AGREEMENT FOR SPONSORSHIP/CREDIT UNION IN THE HIGH SCHOOL PROGRAM (this "AGREEMENT") is made and entered into this 28th of February, 2024 ("Effective Date") by and between Puyallup School District, a Washington State public school district ("PSD"), and Gesa Credit Union, a Washington State chartered credit union ("Gesa").

RECITALS

WHEREAS, Gesa provides various financial products and services to the community, including but not limited to checking accounts, plastic cards, and financial education; and

WHEREAS, PSD provides various services to families within the city and surrounding areas of Puyallup, including but not limited to educational instruction, and athletic and social opportunities and events; and

WHEREAS, Gesa and PSD desire to enter into a mutually beneficial agreement involving the provision by Gesa of certain financial support for capital projects being planned by PSD and certain financial services and branded debit card products; and

WHEREAS, Gesa and PSD desire to enter into a mutually beneficial agreement involving the provision by Gesa of certain education opportunities in the financial services field for PSD students in a Gesa Credit Union branch to be operated at PSD High Schools;

NOW, THEREFORE, in consideration of the mutual promises set forth below, PSD and Gesa agree as follows:

SPONSORSHIP AGREEMENT

1. Term. The initial term of the Sponsorship Agreement begins on the Effective Date and continues for five (5) years. At the conclusion of the initial term, the Sponsorship Agreement shall automatically renew for subsequent additional five (5) year terms on the same terms and conditions as set forth herein, unless either party gives written notice to the other party not less than ninety (90) days prior to the expiration of the initial term or any subsequent term of that party's intent to terminate the Sponsorship Agreement.

2. Gesa's Obligations. Gesa's obligations under the Sponsorship Agreement are as follows:

(a) Gesa shall offer and maintain full service checking and branded plastic, virtual or similar card product(s) that provide community members the ability to raise funds for PSD when opening or using the associated product(s) during the initial and any subsequent term(s) of the Sponsorship Agreement. Account opening and maintenance requirements shall be managed by Gesa in accordance with generally accepted business practices and state and

federal laws and regulations. Gesa retains the exclusive right to determine a community member's eligibility for the product(s).

(b) Gesa shall pay to PSD five cents (\$.05) per branded debit card transaction, during the term(s) of the Sponsorship Agreement, in the form of a "donation" or "sponsorship" payment. The payments shall be made once per calendar year. Payments shall be made by check made payable to Puyallup School District. There will be a minimum annual donation of fifteen thousand dollars (\$15,000.00). There shall be no maximum or cap on sponsorship payments. All payments shall benefit directly the students and educational programs of PSD.

(c) If requested, Gesa shall provide PSD a detailed accounting of the number of branded debit cards with each school's logo(s) and the number of transactions detailed by school as.

(d) Gesa shall provide at least one (1) newly originated loan account incentive and one (1) newly originated deposit product incentive, which are not available to the general public, to all interested PSD staff members. Each incentive shall be available to PSD staff members not less than three (3) calendar months during each year of the Sponsorship Agreement. The specific incentives and offer months shall be determined by Gesa within Gesa's sole discretion. Gesa retains the exclusive right to determine an PSD staff member's eligibility for the product(s) and incentive(s).

3. PSD's Obligations. PSD's obligations under the Sponsorship Agreement are as follows:

(a) During the initial and any subsequent terms of this agreement, PSD shall provide Gesa access to, and permission for use of, PSD trademarked logos and insignia for use in Gesa's advertisements, promotions, literature, website, plastic card design and various other commercial products and purposes.

(b) PSD shall allow and authorize Gesa to advertise and/or publicly promote itself as an "Official Partner of Puyallup School District" and/or an official partner of any specific high school (*i.e.*, an Official Partner of Puyallup High School, or an Official Partner of the Vikings, etc.).

(c) PSD shall allow and authorize Gesa to promote itself as the "Official Game Night Sponsor" of at least one (1) event during one (1) home high school football, basketball, volleyball, wrestling, soccer softball and baseball event during each annual sports season occurring during the initial and any subsequent term(s) of this Agreement. All expenses associated with these events are the responsibility of Gesa.

(d) PSD shall not allow any other financial institution, lender or financial services provider to brand any plastic card, deposit, checking, loan and/or financial services product, with a PSD trademarked logo, name or insignia during the initial and any subsequent term(s) of this Agreement.

(e) PSD shall prominently display Gesa Credit Union banners and/or signs at each PSD High School Gymnasium and Football Stadium/Field. The banners shall be furnished by Gesa, and all banners shall be displayed at all times throughout the calendar year and for all

events, public and private, taking place at each venue. PSD School Board Policy 6815 allows one size for advertising banners – 3' x 4'. The placement of the banners shall be prominent and subject to Gesa approval, which approval shall not be unreasonably withheld. The district retains exclusive control over advertising permitted on its property or that uses district resources and has the right to remove advertisements at any time.

(f) PSD may choose to promote the program on the district or school websites at any time during the school year. This will be done in a format that is consistent with other district and school website news or announcements.

(g) After termination of this Agreement, Gesa shall have and be entitled to exercise a first right of refusal with regard to any sponsorship agreement being contemplated by PSD that involves the branding of financial products and services, and upon the same terms and conditions as the contemplated agreement. PSD shall provide Gesa notice of its intent to enter into a sponsorship agreement, including the terms and conditions of such agreement, and Gesa shall have ninety (90) days to exercise its first right of refusal. If Gesa does not exercise its rights hereunder, PSD may enter into the branding agreement involving financial products and services with the other entity, but only on the same terms and conditions previously disclosed to Gesa.

(h) PSD shall ensure all donation or sponsorship payments directly benefit the students and/or educational programs of PSD.

CREDIT UNION IN THE HIGH SCHOOL PROGRAM

4. Purpose. The Credit Union in the High School Program (the "Program") exists under the below terms and conditions, which are necessary to the interagency financing, operation, and administration of a branch of Gesa Credit Union to be operated in Puyallup High Schools. In a cooperative effort, the Program's emphasis is to enhance curriculum development for PSD high schools. The joint purpose of the Program is to enable students to apply academic learning in a "real world" setting, develop valuable skills, and practice good work habits and ethics.

5. Designation of Ownership. Each High School Credit Union ("HSCU") will be operated as a branch of Gesa, and Gesa shall maintain sole ownership of each HSCU. Authorized Gesa employees shall be allowed access during regular school hours to conduct operations oversight including, but not limited to, surprise cash counts.

6. Administrative Oversight of the HSCU. Each HSCU shall be administered as follows:

(a). Gesa's President and CEO shall have and maintain final approval authority over any decisions made by students, teachers, high school officers and administrators, or the TSD in relation to credit union business.

(b). PSD shall provide a teacher branch manager and a student branch manager to oversee PSD's responsibilities for the HSCU.

(c). PSD shall have the right to select the teacher branch manager according to PSD's hiring procedures.

(d). Gesa shall select the student branch manager according to criteria established by both parties.

(e). Gesa shall provide a liaison from Gesa Credit Union to help the teacher manage the HSCU's activities and weekly operation of the HSCU branch on campus. Gesa's liaison shall pass a background check obtained by PSD through the Washington State Patrol.

7. Liability/Insurance. Gesa is the sole owner of all money and shall assume all liability for supply, distribution, and storage of cash, including the expense for cash drawer overages and shortages that may occur due to normal operational errors. Gesa shall obtain and maintain appropriate bonding and insurance, which will cover the HSCU in the same manner as any other Gesa branch. PSD shall obtain and maintain the same liability coverage for HSCU student workers as that which is in place for all students participating in school activities.

8. Mutual Indemnification. Gesa and PSD, respectively, shall indemnify, defend, and hold harmless the other party from and against any and all claims, expenses, losses, causes of action or liabilities, if as a result of the gross negligence, reckless acts or omissions, or intentional acts or omissions of the other party, or of any of such party's students, teachers, employees, agents, customers, licensees or invitees.

9. Confidentiality. PSD acknowledges and agrees that all Gesa's member files, data, any and all other forms of information constitute confidential, nonpublic, personal information as defined in NCUA Part 716, Privacy of Consumer Financial Information (hereinafter "Confidential Information") which requires protection against unauthorized use, reproduction, distribution, or disclosure. PSD, including its students, teachers, employees, agents, representatives, and contractors, agrees not to disclose, distribute, reproduce, or transfer Confidential Information in any manner to any third party except as necessary to perform services for the HSCU. At no time shall PSD possess any of Gesa's Confidential Information without express permission by Gesa. Upon termination of the Program, PSD shall not store or retain the Confidential Information and shall immediately return or destroy the Confidential Information at Gesa's direction.

10. Equipment and Facilities. Each HSCU will be equipped and operated as follows:

(a). Gesa shall be responsible for purchasing, installing, and maintaining a computer or computers, software, and other equipment for the operation of the HSCU.

(b). PSD shall be responsible for providing a facility necessary and suitable for the normal operation of each HSCU and agrees to maintain the physical facility.

(c). PSD shall provide a secure location for the money while it is in the possession of PSD.

(d). Gesa shall provide a dedicated telephone line and pay all fees for its operation.

(e). PSD shall provide access to authorized Gesa employees, following normal PSD security policies.

(f). PSD shall implement and maintain appropriate security measures to safeguard the security of Gesa's Confidential Information from unauthorized access, disclosure, distribution, reproduction, or use. PSD shall implement security guidelines, including but not limited to physical, computer, and web access data security standards and to permit Gesa to visit the facilities to verify or review PSD's security compliance. In addition, PSD shall fully disclose to Gesa all information related to a breach of unauthorized access of Gesa's data

maintained by the HSCU and to take appropriate actions to address any incident of unauthorized access, including prompt notice (within 48 hours) to Gesa of any incident of a security breach to enable Gesa to implement its information security response program as required by NCUA Regulations Part 748.

(g). PSD shall allow communications to all students through student newspapers, bulletin boards, assemblies and other appropriate broad-based advertising methods to promote membership in the HSCU.

11. Training. Gesa shall provide training for teachers assigned to provide supervision at the HSCU. Gesa shall provide training for students at one of its off-campus branches and will provide personnel to coordinate training with the teacher. PSD shall provide and teach the curriculum that will equip the students with the skills necessary to run a HSCU. The goal is to have students obtain a higher level of practical experience that will help them make the transition to post-secondary education more successfully.

12. Personnel. The student participants shall be volunteers who will have the opportunity to receive instruction and training in an actual workplace environment. No monetary consideration shall be received by students. Students working at the HSCU will be considered volunteers, not employees, of Gesa. Gesa may, in its discretion, offer a paid internship (work-based learning experience) for the student branch manager, including after-school employment at an off-campus Gesa branch.

13. Name and Logo Use. The Gesa name and logo, and the chosen high school name and logo, may be used to operate the HSCU. Advertising financial services requires compliance with state and federal regulations, and accordingly, Gesa must pre-approve any advertising or promotional materials using the Gesa name and/or logo before use. PSD shall have final authority to review and approve any and all advertising or promotional materials using the high school name and logo.

14. Term. The initial term of the Program will begin on the Effective Date and continue for five (5) years. Within 30 days after the conclusion of the fourth year of the initial term, and by mutual agreement of Gesa and PSD, the Program may be renewed for an additional five-year term beginning February 28, 2028. Any such renewal must be in writing and signed by authorized personnel of Gesa and PSD. If Gesa or PSD elects not to renew this Program, the Program's termination date will be February 28, 2028. Gesa and PSD agree the first HSCU branch opening will align with the start of the 2023-2024 school year. This commencement date provides the parties sufficient time to set up the facility and train staff. Notwithstanding the foregoing, either PSD or Gesa may terminate participation in the Program on written notice to the other party provided at least six (6) months before the intended termination date.

**GENERAL TERMS FOR SPONSORSHIP AGREEMENT AND CREDIT UNION
IN THE HIGH SCHOOL PROGRAM**

15. Authority. PSD and Gesa each, respectively, represent and warrant that it has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein. Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement require the approval or consent of any other party or governmental authority.

16. Confidentiality/Nondisclosure. PSD and Gesa agree that terms of this Agreement are intended to be confidential, and neither PSD nor Gesa will disclose any facts or terms related to or made a part of this Agreement to any third party; provided, however, that PSD and Gesa may disclose the facts and terms related to or made a part of this Agreement if required by law or required for financial reporting purposes. As a public agency subject to Ch. 42.56 RCW, PSD is required to make this Agreement available for inspection or production if so requested.

17. Notices. Any notices or other communications shall be in writing and shall be considered to have been duly given on the earlier of the date of actual receipt, or three (3) days after deposit in the first-class certified U.S. Mail, postage prepaid, return receipt requested:

- (a) If to Gesa, to: Gesa Credit Union
 ATTN: President and CEO
 51 Gage Boulevard
 Richland, WA 99352

- (b) If to PSD, to: Puyallup School District
 ATTN: Superintendent
 302 2nd St SE
 Puyallup, WA 98372

18. Waiver. Any default, misrepresentation or breach of any covenant or warranty by a party in connection with this Agreement may be waived in writing by the other party. No such waiver shall be deemed to extend to any prior or subsequent default, misrepresentation or beach or any covenant or warranty, of affect any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of any covenant or warranty.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by, and merged into, this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both Gesa and PSD.

20. Scrutiny. This Agreement has been submitted to the scrutiny of both parties and their respective legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof, and without consideration or weight being given to its being drafted by or for one of the parties. If in fact any of the parties has not submitted this Agreement to the scrutiny of its legal counsel, such party stipulates that, despite having had the opportunity to do, it waived the same and elected to proceed without the benefit of such legal review.

21. No Assignment, Successors, Assigns. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns; provided, however, that the rights and obligations under this Agreement shall not be assigned or conveyed by any party to any person or entity without the prior written consent of the other party hereto.

22. Disputes, Venue and Attorneys' Fees. In the event that either party is required to retain an attorney to enforce any provision of this Agreement, then the substantially prevailing party in any such situation, arbitration or litigation shall be entitled to recover its reasonable attorneys' fees and costs incurred in such dispute, including, without limitation, attorneys' fees and costs incurred in obtaining injunctive relief, a judgment, and on appeal. This Agreement shall be interpreted in accordance with the laws of Washington State, and venue for any proceeding shall be situated in Benton County.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24. Electronic Signatures. The electronic transmission of this Agreement and retransmission of any signed original shall be the same as delivery of an original. At the request of either party, the parties shall confirm electronically transmitted signatures by signed original document. Any such electronic transmission shall be done using a secure transmission method as opposed to open email.

25. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

26. Severability. If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

GESA CREDIT UNION

By: _____

Name: Keven Gray

Title: EVP of Member Fulfilment

PUYALLUP SCHOOL DISTRICT

By: _____

Name: Dr. John Polm

Title: PSD Superintendent



Agenda Item Details

Meeting	Mar 18, 2024 - Regular Board Meeting at Kessler Center and livestreamed via Zoom
Category	3. Consent Agenda
Subject	F. Business Services - Memorandum of Understanding, Gesa High School Credit Union Program
Type	Action (Consent)
Recommended Action	Approval of Memorandum of Understanding, Gesa High School Credit Union Program, as presented.

Submitted by:

Matthew Young, Executive Director of Business Services.

Issue:

Consideration for approval of a Memorandum of Understanding (MOU) between Gesa Credit Union and Puyallup School District to provide educational opportunities in the financial services field for district students.

Background:

RCW 28A.320.080 and RCW 39.34 authorize school districts in the State of Washington to enter into cooperative agreements between governmental agencies to purchase equipment, supplies and services for use in the school district.

Discussion:

Gesa will provide a Credit Union in the High School Program (HSCU) to the district. In a cooperative effort, the program will enhance curriculum development by enabling students to apply academic learning in a real-world setting. Each HSCU will have the opportunity to operate as a branch within the school setting and offer the affinity programs to each of our high schools, including WHS and POA.

Contact Information:

If you have questions or comments regarding this item, please contact Matthew Young, Executive Director of Business Services at YoungM2@puyallupsd.org or (253) 841-8721 or Amie Day, Director of Accounting & Finance at DayAK@puyallup.k12.wa.us or (253) 435-6777.

[MOU - GESA Credit Union 3.18.24.pdf \(3,422 KB\)](#)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Approve the consent agenda, as amended.

Motion by Shannon C Burch, second by David B Berg.

Final Resolution: Motion Carries

Yea: Joseph Romero, David B Berg, Maddie D Names, Gretchen S Miles, Shannon C Burch