

**Memorandum of Understanding  
By and between  
Bright Futures Joplin and Joplin Schools**

**THIS AGREEMENT**, entered into this 1st day of January 2016, by and between Joplin Schools (hereinafter referred to as JS) and Bright Futures Joplin, a Missouri Non-Profit Corporation (hereinafter referred to as BFJ).

**WHEREAS**, BFJ was a concept originated by JS in 2010, for the purpose of providing basic needs to Joplin school children such as food and clothing to enhance the ability of children to learn;

**WHEREAS**, JS recognizes and adopts the premise that in order for children to learn, it is necessary that certain basic needs be met;

**WHEREAS**, JS currently has employees and donated funds dedicated under the concept of BFJ to provide support for students;

**WHEREAS**, BFJ is a community based organization dedicated to cooperating with JS in providing support for JS students;

**WHEREAS**, BFJ has been instrumental in providing volunteer services; food; clothing; and funds to JS for the support of its students;

**WHEREAS**, JS and BFJ desire to continue this partnership in providing support for JS students.

In consideration of the mutual commitments and covenants herein contained, the parties agree as follows:

**I. NAME AND LOGOS**

Consistent with its mission to help advance the plans and objectives of JS, JS grants to BFJ the license to use the name, Joplin Schools and its identifying marks. This license will only be in effect as long as the MOU is in effect. Once the MOU is terminated for any reason, the license is terminated.

BFJ will operate under its own seal and logo type for business purposes.

## **II. GOVERNANCE**

- A. The JS Board of Education (BOE) is responsible for overseeing the mission, leadership and operations of JS, setting priorities and long-term plans for JS.
- B. The Board of Directors of BFJ is responsible for overseeing the mission, and sustainable system of all BFJ activities and initiatives.

## **III. BRIGHT FUTURES JOPLIN'S RELATIONSHIP TO JOPLIN SCHOOLS**

- A. Since inception through December 31, 2015, the BFJ program operated inside JS to the benefit of JS students.
- B. The JS Activity fund, previously designated for Bright Futures is a JS account and JS will have the exclusive control and management of said account pursuant to the laws of the State of Missouri in conjunction with the intent of the donors who provided the funds for said activity fund.
- C. All new donations or funds generated after December 31, 2015 directed toward BFJ or generated by BFJ, will be managed by the policies and procedures in place for BFJ.
- D. The BFJ Board is responsible for the performance and oversight of all aspects of its operations based on its current corporate by-laws.
- E. BFJ covenants and represents that its sole mission is for the purpose of providing support for JS students.
- F. BFJ agrees that all monies, goods, gifts-in-kind or services donated to BFJ after December 31, 2015, will be for the benefit and support of JS students.
- G. BFJ agrees and covenants that it will be organized and operated in such a manner that any monies, goods, gifts-in-kind or services donated to BFJ will be considered a tax deductible donation by the donor pursuant to the United States Internal Revenue Code.
- H. BFJ agrees to regularly provide JS with quarterly, internally-produced financial reports, plus annual audit reports and IRS form 990s. In addition, BFJ will produce such documents as reasonably requested by JS to ensure that BFJ is complying with the requirements of this MOU.

#### **IV. JOPLIN SCHOOLS' RELATIONSHIP TO BFJ**

- A. JS will provide such documents or records as reasonably requested by BFJ to ensure that all funds, goods or services contributed by BFJ to JS are being used to benefit JS students.
- B. JS will keep an open line of communication with BFJ to ensure that the needs of JS students are being met in an efficient and productive manner and in keeping with the intent of any donation by BFJ.
- C. JS has the sole and exclusive responsibility for the management, control and direction of all JS employees working in partnership with BFJ.
- D. JS has the sole and exclusive control and management of all funds currently held in the JS activity account designated for BFJ.
- E. The Superintendent of JS shall serve as an ex-officio, non-voting member of the BFJ Board of Directors.
- F. JS hereby designates BFJ as the official repository of all monies, goods, gifts-in-kind or services gifted with donor intent for BFJ activities and initiatives. As such, JS agrees to promptly forward any monies, goods, or gifts it receives from donors or estates that are designated for Bright Futures to BFJ, after December 31, 2015. JS in its sole discretion, based on donor intent, will determine what donations are designated for BFJ.
- G. All monies, goods, gifts-in-kind or services received by BFJ after December 31, 2015, will be the sole responsibility of BFJ. All said monies, goods, gifts-in-kind or services received after December 31, 2015, shall be receipted or received by BFJ employees, agents, volunteers or servants and the accounting for said monies, goods, gifts-in-kind or services shall be the sole and exclusive responsibility of BFJ.

#### **V. RESPONSIBILITIES**

##### **A. FUNDRAISING SUPPORT**

- a. In consideration of the previous donations made to the JS activity account designated for the purpose of supporting Bright Futures activities, JS will agree to advance to BFJ such funds as JS deems necessary in its sole discretion to pay the initial out-of-pocket costs of any future fundraising event of BFJ.
- b. BFJ agrees, that upon the conclusion of the fundraising event, it will promptly refund to JS any out-of-pocket monies advanced by JS.
- c. Any funds advanced by JS will come exclusively from the current activity fund identified for BFJ and this intent to advance costs will expire either

upon the exhaustion of all funds currently held in the BFJ activity account or December 31, 2016, whichever comes first.

## B. ADMINISTRATION

- a. BFJ is responsible for establishing an annual operating budget to underwrite the cost of all BFJ activities including, but not limited to programming and fundraising.
- b. BFJ has the right to use unrestricted funds received after December 31, 2015 in accordance with the mission and vision of BFJ, in alignment with JS goals and mission.

## VI. TERMINATION OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be terminated upon the following conditions:

1. Either party may, upon 90 days written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate this agreement before 90 days notice, in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written notice.
2. Further, this MOU will be deemed terminated in the event BFJ ceases to exist. BFJ shall be deemed to have ceased to exist if it files any form of dissolution of the not-for-profit corporation with the Missouri Secretary of State or in the event it fails to provide an appreciable amount of monies, goods, gifts-in-kind or services to JS for a period of 365 days.
3. In the event of the termination of this MOU or in the event BFJ should cease to exist as defined in this MOU, BFJ will transfer all of its assets including money, goods, or property to JS so that the proceeds may be spent in accordance with donor intent.

## VII. MISCELLANEOUS

1. This Memorandum of Understanding will be construed pursuant to the laws of the State of Missouri, and venue is in Jasper County.
2. Any and all notices, requests, or other communications contemplated by or with respect to this agreement, shall be made by overnight delivery, and in addition if made on the day before a legal holiday or weekend, by telecopy, as follows:

If to Joplin Schools: Superintendent of Schools  
Memorial Education Center  
310 W 8<sup>th</sup> St.  
Joplin, MO 64801


If to Bright Futures Joplin: Registered Agent  
As recorded w/Missouri Secretary of State

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers, as of the day and date first above written on December 18, 2015.

For Joplin Schools:

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Mr. Jeff Koch  
President, Board of Education  
Joplin Schools

For BFJ:

  
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Rev. Chris Sams  
Chairman, Board of Directors  
Bright Futures Joplin, a Missouri  
Non-Profit Corporation

Dated this 18 day of December, 2015.