

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this 1st day of September 2017, by and between SCHOOL BOARD OF BROWARD COUNTY (BCPS) and BROWARD EDUCATION FOUNDATION, INC. (BEF).

WHEREAS, BCPS, is a local government unit that provides educational services to children who reside in the County of Broward and is authorized to enter into this agreement; and

WHEREAS, BEF, a not-for-profit 501(c)(3) charitable organization created in 1983; and

WHEREAS, BEF is a BSPS Direct Support Organization approved under Fla. Stat. §1001.453; and

WHEREAS, BEF qualifies as a charitable organization in good standing with the Florida Attorney General's Office and qualifies as a charitable organization under 501(c)(3) of the Internal Revenue Code; and

WHEREAS, BEF is the strategic non-profit partner of BCPS and serves as an intermediary organization of BCPS in matters of private/public fundraising; has its own board of directors; and

WHEREAS, BCPS values the role that BEF plays in raising funds for BCPS programs; BEF desires, where applicable, to have collaborative solicitations of private/public donors; and

WHEREAS, BEF supports BCPS's mission in educating all students to reach their highest potential and both organizations conduct programs, activities and initiatives in support of that goal; and

WHEREAS, BCPS may on occasion contract for specific services, or program administration with BEF; and

WHEREAS, BEF mobilizes community resources in support of the priorities defined by BCPS through business, nonprofit and community partnerships and individual volunteerism; and

WHEREAS, BEF may from time to time be asked to convene stakeholders and community members in order to advocate on behalf of needs defined by BCPS; and

WHEREAS, BCPS acknowledges that BEF may independently advocate on behalf of strong public schools and the value of public education.

NOW THEREFORE BCPS and BEF (together, the “parties”) make and enter into this Memorandum of Agreement as follows:

## **I. PURPOSE**

The Agreement defines the relationship between BCPS and BEF as it relates to private/public fundraising and grants management, support for school projects, programs, initiatives, scholarships, community engagement, partnership development and targeted program administration.

- A. BEF has historically provided services to BCPS in support of education and shall continue to do so. Examples of services that have been historically provided and which BEF anticipates providing in the future include:
- 1) Serve as the philanthropic partner to develop, cultivate and steward donors on behalf of the School Board and serve as the designated intermediary organization in matters of private fundraising as accepted and approved by the Board of Directors of BEF.
  - 2) Solicit donor designated funds, in-kind donations and matching funds and maintain financial records relating to project accounts for school, program, and departments according to generally accepted accounting principles and applicable laws.
  - 3) Provide tax receipts and acknowledge donors in compliance with IRS regulations.
  - 4) Provide development assistance and support for teachers and school programs.
  - 5) Serve as fiscal agent and manage grants requiring 501 (c)(3) designation. Stated below E5
  - 6) Administer and manage 1) classroom grant program for teachers, and 2) scholarship program for graduating seniors. Meet with donors, design and implement the application and judging processes, monitor compliance, and make payments.
  - 7) Host and produce annual recognition events.
  - 8) Own and Operate the BEF Tools for Schools Supply Center including fundraising, product procurement and distribution, inventory control and maintenance, special events and volunteer management.

## **II. TERM OF AGREEMENT**

This Agreement will be in affect from **July 1, 2017 to June 30, 2022.**

### III. ORGANIZATION RELATIONSHIP

BCPS and BEF administrators will work together for purposes of reviewing annually, BCPS funding priorities and BEF funding initiatives to insure mutual alignment of goals.

- A. BEF shall be authorized and licensed to use BCPS name, insignia, logo or other references, including those of individual schools for the purpose of fundraising.
- B. BEF will appear on BCPS website as a strategic partner of BCPS. BCPS will appear on BEF website as a partner and recipient of resources raised on its behalf.
- C. BCPS and BEF will share aggregate data for reporting purposes.
- D. BCPS agrees to provide:
  - 1) Access by BEF personnel to the schools and facilities of BCPS for events and meetings that benefit BCPS.
  - 2) Access to internal “pony” (courier) service between school locations and BEF.
  - 3) Full internet access, network access and email accounts ending in @browardschools.com for all BEF employees.
  - 4) Technical support to BEF, including but not limited to: office space, office furniture, utilities, telecommunications, copy machine, and fingerprint photo ID badges for BEF employees.
  - 5) Storage space for school supplies at BCPS central warehouse, transportation van, maintenance and gas.
  - 6) A value for all in-kind services will be provided to BEF by BCPS Finance office for the purpose of recording the in-kind donation on BEF’s tax return.
  - 7) BCPS will provide two fulltime staff positions to BEF as indirect support. Positions shall be full time (ESMAB, TSP, COPA and/or FOPE) annual contract employees of BCPS, and as such, will be eligible for retirement, leave and benefits in accordance with the laws of the State of Florida and the policies of BCPS.
  - 8) Each fiscal year, BCPS shall budget and appropriate staff salaries/benefits. The Office of the Superintendent to designate direct supervision.
- E. BEF agrees to:
  - 1) Serve as the philanthropic partner to develop, cultivate and steward donors on behalf of BCPS and serve as the designated intermediary organization in matters of private funding.

- 2) Solicit donor-designated funds, in-kind donations and matching funds and maintain financial records relating to project accounts for schools, programs, initiatives and departments.
- 3) Provide tax receipts and acknowledge donors in compliance with IRS regulations.
- 4) Provide fundraising, development and support for BCPS teachers, students and school programs.
- 5) BCPS may ask BEF to serve as fiscal agent for private grants to BCPS for which the grantor requires the grantee to be a 501(c)(3) designation.
- 6) Fundraise, administer and manage Innovative Teaching, Scholarship and School Supply Distribution programs.
- 7) Re-engage BCPS alumni in accordance with BCPS Strategic Plan.

#### **IV. FINANCIAL RELATIONSHIP**

- A. BEF has the authority to accept or deny gifts to BEF in accordance with its policies and federal and state laws.
- B. BCPS has the authority to accept or deny gifts to BCPS in accordance with BCPS policies and federal and state laws.
- C. BCPS grant request for which the grantor requires the grantee to be a 501(c)(3) organization, will be administered by BEF, in collaboration with the District's Grants Department. Grant funded program implementation activities will be managed by BCPS authorized grant manager or designee.
- D. BEF is authorized to accept on behalf of BCPS gifts, contributions, donations, grants and bequests made to BCPS, a particular school or program per donor restriction in accordance with BEF gift policy.
- E. Each year, BEF shall submit to BCPS's Accounting office a copy of its most current governmental audited Financial Statement by September 30<sup>th</sup>.
- F. Gifts and contributions received for a particular school, program or activity shall be used solely for the designated purpose. All administration of funds by BEF shall be consistent with laws governing tax-exempt organizations in the state of Florida.
- G. If a school or district program fund closes, BEF will determine disposition of the remaining funds, according to legal requirements and donor intent.

## **V. GRANTS TO BCPS**

For the purpose of this agreement, a “grant” will be defined as external funding where there is an agreement representing the gifting of funds from a grantor to support restricted or unrestricted services and activities.

- A. All BCPS grants, \$5,000 and greater, that require a 501(c)(3) sponsor will be processed thru BEF.
- B. BCPS Grant Fees
  - 1) BCPS grants received directly thru BEF on behalf of BCPS will be assessed a one-time five percent (5%) administrative fee upon receipt of funds, if allowed by the funder. When administrative fees in excess of 5% are allowed by the funder, BEF will distribute all remaining funds in accordance with the grant manager’s direction in compliance with the terms of the grant.
  - 2) An annual finance fee of four percent (4%) will be charged on a monthly basis (.0333) on the remaining balance.

## **VI. INDIVIDUAL/CORPORATE CONTRIBUTIONS**

Contributions include cash, checks, credit cards, wires, ACH and matching gifts.

- A. Administration of Contributions
  - 1) Both BCPS and BEF shall continue to receive and acknowledge contributions.
  - 2) BEF shall ensure proper recording of all gifts and contributions it receives and shall manage the funds in accordance with generally accepted accounting standards. The funds shall be administered subject to the audit and in compliance with Florida and federal requirements.
  - 3) BCPS contributions received directly thru BEF on behalf of BCPS will be assessed a one-time five percent (5%) administrative fee upon receipt of funds.
  - 4) An annual finance fee of four percent (4%) will be charged on a monthly basis on remaining balance.

## **VII. ANNUAL EMPLOYEE GIVING CAMPAIGN**

BEF and BCPS will collaborate and administer the annual Employee Giving Campaign. BEF will receive and process all gifts through this Campaign. BCPS will process employee gifts through payroll deductions and then pay these

amounts to BEF with appropriate backup paperwork documents on a monthly basis.

### **VIII. TERMINATION OF AGREEMENT**

Either party upon one hundred and twenty (120) days written notice to the BCPS Superintendent or BEF Executive Director and Board Chair, may terminate with or without cause, this agreement. Termination of this agreement shall not discharge any liability, responsibility or right of any party that arises from the performance of, or failure to perform, the terms of this agreement prior to the effective date of termination. In the event either party notifies the other of its intent to terminate the agreement, the parties shall meet to discuss in good faith the expeditious and efficient separation of the parties' assets and ongoing obligations, consistent with obligations imposed by applicable law, by donors, and by other interested parties.

### **IX. GENERAL LIABILITY**

Each party to this agreement shall be liable for its own acts and the results thereof and shall not be responsible for the acts of the other party, its officers, directors, employees, agents or assigns.

BEF represents that it has insurance coverage to the extent required by law.

### **X. AMENDMENTS**

Modification of this Agreement by the parties will require a written document evidencing the modification and the mutual consent of the parties.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**FOR: SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

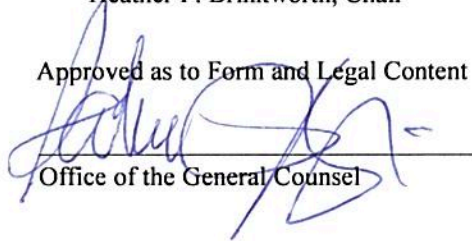
ATTEST:

By \_\_\_\_\_

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

  
\_\_\_\_\_  
Office of the General Counsel

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**FOR: BROWARD EDUCATION FOUNDATION**

(Corporate Seal)

By \_\_\_\_\_  
Frank Horkey, Board Chair

\_\_\_\_\_  
Board Secretary  
(or)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attention or Two (2) Witnesses.**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2019 by \_\_\_\_\_ of \_\_\_\_\_,  
Name of Person Name of Corporation

On behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as  
Type of Identification  
Identification and did/did not first take on oath.

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.