

**AGREEMENT BETWEEN  
HOWARD COUNTY BOARD OF EDUCATION,  
HOWARD COUNTY PUBLIC SCHOOL SYSTEM,  
AND**

**HOWARD COUNTY PUBLIC SCHOOLS EDUCATIONAL FOUNDATION, INC.  
(dba BRIGHT MINDS FOUNDATION)**

This Memorandum of Understanding (“Agreement”) is entered into by and between the Howard County Board of Education (“BOE”); Howard County Public School System (“HCPSS”); and Howard County Public Schools Educational Foundation, Inc., dba Bright Minds Foundation (“FOUNDATION”), desiring to memorialize the nature of their relationship and set forth their mutual expectations and responsibilities.

**Recitals**

WHEREAS, the BOE is Maryland’s local education agency for public schools in Howard County and has authority to enter into contracts as are necessary for the efficient management of those schools; and

WHEREAS, HCPSS is the public school system for Howard County; and

WHEREAS, the FOUNDATION is an independent nonprofit corporation existing under and by virtue of the laws of the Maryland as a 501(c)(3) tax-exempt charitable organization; and

WHEREAS, the FOUNDATION was established in accordance with its approved bylaws to serve as the educational foundation of HCPSS and to generate, receive, and administer educational support funds through programs determined by the FOUNDATION as responsive to the needs of public school students of Howard County; and

WHEREAS, the FOUNDATION and HCPSS have worked collaboratively over the years to raise funds, deliver programs, and provide educational benefits for Howard County’s public school students and educators, and desire to continue that collaboration; and

WHEREAS, the Parties have entered into previous agreements: first dated July 28, 2009, covering Fiscal Years 2010 through 2012; second dated July 3, 2012, covering Fiscal Years 2013 through 2015; third dated June 27, 2015, covering Fiscal Years 2016 through 2018; and fourth dated July 25, 2018, covering Fiscal Years 2019 through 2021, which set forth the provisions of the agreements; and

WHEREAS, at this time, the BOE, HCPSS, and FOUNDATION seek to confirm and clarify provisions in this agreement.

NOW, THEREFORE, it is mutually agreed that:

A. **Public Purpose:** HCPSS recognizes the invaluable public purpose served through their continued support of the FOUNDATION:

1. Alternative sources of revenue are necessary to deliver educational resources and support to public school students that address both emergency and evolving needs and would otherwise not be possible through the public funding of HCPSS alone.

2. HCPSS recognizes the importance of voluntary private and community support in enhancing public education in Howard County and encourages sponsorships, grants, and other contributions that support educational programs and initiatives.
3. The FOUNDATION is a nonprofit organization investing time, expertise, and resources to generate and improve community support for educational activities that benefit HCPSS students and educators.
4. HCPSS has already realized significant gains from its support of the FOUNDATION in the form of grants, sponsorships, and direct monetary and in-kind contributions. HCPSS has also benefited from the FOUNDATION's efforts to raise awareness of the needs of students and families in Howard County.
5. Maintaining the momentum achieved in securing alternative revenue sources through the FOUNDATION requires the continued commitment and engagement of HCPSS.

**B. Responsibilities of the FOUNDATION :**

1. The FOUNDATION will solicit, collect, and administer funds which shall be used to enrich the educational mission of HCPSS in educating and supporting public school students.
2. All materials and communications utilized by the FOUNDATION shall display the logo of the FOUNDATION, unless the FOUNDATION and HCPSS have mutually agreed to partner in a joint effort that will utilize the logos of both Parties.
3. The FOUNDATION shall ensure all fund solicitations, whether written or verbal, do not and will not directly or indirectly promise, suggest, or imply a connection between a donor's gift to the FOUNDATION and any existing or future relationship or business with HCPSS.
4. The FOUNDATION shall consult with HCPSS before accepting any gift for the benefit of HCPSS that contains restrictive terms or conditions. The FOUNDATION acknowledges that the BOE has the ultimate authority to accept or reject any contribution.
5. The FOUNDATION reserves the right and responsibility to review any requests by HCPSS to collaborate on funding opportunities for mission alignment, eligibility, appropriateness, and related resource requirements, prior to making a decision and to determine whether the FOUNDATION will assess an administrative fee for acting as the sponsor, patron, or partner.
6. The FOUNDATION is responsible for the performance and oversight of all aspects of its operations in accordance with its bylaws. The FOUNDATION will establish, adhere to, and periodically assess its policies, including governance; finance; confidentiality; ethics; gift acceptance, management, and stewardship; and donor rights. The FOUNDATION will apprise HCPSS of significant changes to its bylaws or policies.
7. The FOUNDATION agrees to defend, indemnify, and hold harmless the BOE, HCPSS, State of Maryland, and all officers, employees, agents, successors and assigns thereof from any and all claims, actions, demands, obligations, controversies, suits, charges, and expenses,

whether legal or equitable, that may arise from the FOUNDATION's use of the property or facilities.

8. The FOUNDATION shall adequately insure itself against liability for personal injury, property damage, or loss of any nature resulting from use of HCPSS property or facilities. The FOUNDATION hereby agrees to obtain adequate insurance coverage for assuming such risk, subject to approval of HCPSS, and to name HCPSS as an additional insured on all such coverage.

C. **Responsibilities of HCPSS**: HCPSS agrees to provide the following to the FOUNDATION, provided that the public purpose continues to be met, appropriate controls continue to be implemented, and subject to the BOE's continuing right to refuse appropriation of funds at any time and acknowledgement that any and all devotion of HCPSS funds or resources under this Agreement shall be within the sole discretion of the BOE:

1. HCPSS will identify the FOUNDATION to HCPSS schools, staff, and community as the official education foundation of HCPSS and its preferred partner when applicable and relevant for receiving grants and contributions in support of HCPSS students and educators that are best stewarded by a 501(c)(3) educational foundation.
2. HCPSS will share with the FOUNDATION appropriate information identifying priorities, projects, and resource requirements so that the FOUNDATION shall align its programs and campaigns to be consistent with the strategic objectives of HCPSS.
3. HCPSS will work in conjunction with the FOUNDATION where feasible to identify, cultivate, and solicit prospective private gifts in support of HCPSS students. This may include sharing relevant FOUNDATION information via existing HCPSS communications channels, providing design services or grant writing support, and/or printing of FOUNDATION materials, from time to time as resources and scheduling allows.
4. In the event that the FOUNDATION and HCPSS agree to pursue a joint opportunity, a written agreement will outline a project description, roles and responsibilities for executing the work, monitoring and reporting requirements, administrative fees, and terms and procedures for termination of the project.
5. For those funding opportunities, including grants, donations and other funds jointly pursued, HCPSS and the FOUNDATION may require inputs from each Party, including budgets, progress reports, funder correspondence, and other items required to comply with management of financial resources.
6. HCPSS and the FOUNDATION will share non-private data and information on programs and activities to assist the FOUNDATION's efforts to secure funding in support of HCPSS students. This includes aggregate and non-identifiable data and information so that the FOUNDATION can assess the impact of its work, such as evidence of student engagement and progress. The process will be guided by the Office of Data Privacy; Parties will comply with local, state, and federal privacy laws applicable to the grant.

7. HCPSS will provide limited operational funding to assist the FOUNDATION in their efforts to support the students of HCPSS. HCPSS will contribute \$25,000 per year to the FOUNDATION, with payment requested by the FOUNDATION in July of each year. The FOUNDATION shall be responsible for all operational costs which exceed this contribution.
  8. HCPSS will provide in-kind support for the FOUNDATION which includes a furnished office with telephone service and high-speed internet access. FOUNDATION staff shall be provided HCPSS identification badges to allow access to an HCPSS-provided office.
  9. HCPSS shall permit the FOUNDATION use of HCPSS facilities, in accordance with HCPSS policies and procedures, for FOUNDATION activities and programming.
- D. **Controls:** The BOE, HCPSS, and FOUNDATION agree on the following controls, to ensure that a proper public education purpose is served under this Agreement:
1. On an annual basis, the FOUNDATION shall provide a report of its major activities to the BOE. The report shall be placed on file and shall be available to the public upon request.
  2. All FOUNDATION funds shall be maintained separately by the FOUNDATION and kept independent and separate from HCPSS. The FOUNDATION Board of Directors will provide control of all assets of the FOUNDATION, including the prudent management of all contributions and gifts, consistent with donor intent and IRS regulations.
  3. On an annual basis, the FOUNDATION shall submit to the BOE a financial review prepared by an independent certified public accountant for the previous Fiscal Year detailing contributions received, monies earned, and expenditures or grants made by the FOUNDATION, or, if required by the State of Maryland, a formal audited report.

**Term and Termination**

The term of this agreement is July 1, 2021, through June 30, 2024, with three (3) one-year renewal options available per written agreement.

Either Party may terminate this agreement upon 60 days' notice without any further liability to the other Party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this agreement on the date and year indicated below.

HOWARD COUNTY BOARD OF EDUCATION

Chao Wu, Ph.D.  
Chair, Board of Education of Howard County

Signature: 

Date: 8/19/2021

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

Michael J. Martirano, Ed.D.  
Superintendent, Howard County Public School System

Signature: 

Date: 8/19/2021

HOWARD COUNTY PUBLIC SCHOOLS EDUCATIONAL FOUNDATION

Suzi Padgett  
Chair, Howard County Public Schools Educational Foundation, Inc., dba Bright Minds Foundation

Signature: 

Date: 08/13/2021