Memorandum of Understanding
by and between
Delton Kellogg Schools, Hastings Area School District, Lakewood Public Schools,
Maple Valley Schools, Thornapple Kellogg School District, Barry County Christian School,
St. Rose of Lima School
and
Barry Community Foundation
and
Hastings City Bank
Regarding Kickstart to Career-Saving Matters Program

This Memorandum of Understanding (“MOU”) is entered into on this 6th day of January, 2016,
between Delton Kellogg Schools, Hastings Area School District, Lakewood Public Schools, Maple
Valley Schools, Thornapple Kellogg School District, Barry County Christian School, and
St. Rose of Lima School hereafter to be referred to as Barry County School Districts/Schools
(“BCSD”), Barry Community Foundation, (“BCF”), and Hastings City Bank (“HCB”), collectively referred
to as the “Parties.”

WHEREAS, the BCF developed the Kickstart to Career-Saving Matters program, to help the BCSD
students to succeed in school and to pay for future college and training expenses; and

WHEREAS, the BCF in conjunction with the BCSD has identified seven elementary schools in BCSD,
namely Delton Kellogg Schools, Hastings Area School District, Lakewood Public Schools,
Maple Valley Schools, Thornapple Kellogg School District, Barry County Christian School, and
St. Rose of Lima School as the Kickstart to Career Schools; and

WHEREAS, under Kickstart to Career-Saving Matters, the BCF automatically enrolls Kickstart to Career
Schools’ kindergartners in an education savings account, unless the child’s parent or legal guardian opts
out in writing; and

WHEREAS, the BCF aims to raise enough funds to deposit $50.00 (fifty dollars), secured through a mix
of private and public sources, to the Kickstart to Career account of each enrolled Kickstart to Career
kindergartner, unless the child’s parent or guardian opts out; and

NOW, THEREFORE, the Parties agree as follows:

1. Effective. This MOU shall be effective from the date of authorized signature by all Parties. This MOU
may be terminated by any party with 90 days advance written notice, for any reason or for no reason.
In the event of termination, the terminating party agrees to use best efforts to plan for the transition of
the program, if requested by the non-terminating party. This MOU is contingent upon the funding of
accounts through securing of funds through various fundraising processes.

2. Barry County School Districts/Schools Responsibilities. BCSD agrees to do the following:
   a. As part of the kindergarten enrollment process, distribute Kickstart to Career-Saving Matters
      parent notification letters and have available opt-out forms to all eligible students who attend
      Kickstart to Career schools.
   b. Collect and maintain the completed opt-out forms.
   c. Provide the BCF and HCB the following information for each student in the Kickstart to Career-Saving Matters program: student first name, student middle initial, student last name, complete address, birth date, school name and assigned student number. This information will not be provided to the BCF or HCB for any student whose parent or guardian has signed and
returned a written “opt-out” request to their school site principal stating that the parent/guardian
does not want this information shared with BCF or HCB and/or that the parent wants to opt-out of Kickstart to Career-Saving Matters. BCSD will provide student information to the BCF and HCB on November 30, May 31 and June 10 of each year.

d. Distribute account packets to any students whose enrollment packets are unable to be delivered
to the address provided to the BCF or HCB.

e. Provide professional development and training for teachers, principals, school secretaries and
other BCSD staff as needed.

f. Assist and facilitate outreach activities to participating students and their families as needed.

g. Participate in and provide information for media, fundraising and other activities as needed.

3. **Barry Community Foundation Responsibilities.** The BCF agrees to do the following:

a. Manage and administer the Kickstart to Career-Saving Matters program with BCSD and HCB.
The BCF shall hold a Master Funds Account to provide for account seeds and other incentives.
The BCF will open, oversee and transfer account seeds to individual Kickstart To Career accounts for all children enrolled in the program. The BCF shall be the custodian of all Kickstart to Career accounts, holding account funds in trust on behalf of each child enrolled in the program.

b. Provide their Taxpayer Identification Number to HCB for all Kickstart to Career-Saving Matters accounts. The BCF agrees to authorize HCB to report to the Internal Revenue Service all applicable Kickstart to Career-Saving Matters account activity under the BCF’s TIN.

c. Agrees to be the beneficiary for all Kickstart to Career-Saving Matters accounts for the Public/Philanthropic contributions. For the sole purpose of clarification, the BCF will not be beneficiary for the Private contributions. Private funds are payable to the beneficiary upon death of the Kickstart to Career-Saving Matters participant.

d. Agrees to receive electronic statements from HCB and elects not to receive paper statements for all Kickstart to Career-Saving Matters accounts. HCB agrees to provide electronic access to all Kickstart to Career-Saving Matters accounts in a format that is agreeable to the BCF and HCB.

e. Deposit additional funding, if available, into student accounts based on accomplishment of
identified incentives, as determined by the Steering Committee and agreed to by BCSD. The
Steering Committee will be comprised of a representative from the BCF and the BCSD.

f. Maintain the confidentiality of all student information provided to the BCF under this MOU to
the extent permitted by law.

g. Ensure that BCF’s contracts with HCB, or their successors or other necessary parties include
the confidentiality responsibilities described in Section 5 of this Memorandum.

h. Designate the BCF’s authorized signer(s) for Kickstart to Career accounts by completing the
then current HCB Business Resolution for all BCF authorized signers. In addition, the BCF
will provide a written letter, with proper authority as determined by HCB, which states all
current authorized signers as of a certain date and includes a signature example for each
authorized signer. This will allow HCB to properly identify the person(s) the BCF has
designated to be the authorized signer(s) on Kickstart to Career-Saving Matters accounts.

4. **Hasting City Bank’s Responsibilities.** HCB agrees to do the following:

a. Establish a Kickstart to Career account, in accordance with Section 3, for every eligible student
at participating BCSD schools who does not opt-out (each a participating eligible student).

b. Create account packets that include account number and e-statement access information. BCF
and BCSC agree that HCB has no responsibility to provide a periodic statement to participating
eligible students, but is doing so as a courtesy. The eligible participating student will only have
availability to view electronic statements online. The account number is being provided to
allow for additional private contributions to the participating eligible student’s account. HCB
will send these account packets to all enrolled students at the address supplied by BCSD within 30 days of account enrollment or provide to BCSD or school principal. BCSD understands and agrees that account enrollment may not be immediate. The account packet may be changed by HCB to reflect changes in regulations or the program.

c. As directed by BCF, deposit the $50 initial investment to each eligible participating student’s account within 30 days of account enrollment.

d. HCB is responsible for providing and obtaining all Account Agreements and Disclosures, including Terms and Conditions attached as Exhibit 1 of this MOU and the W-9 Request for Taxpayer Identification Number and Certification as Exhibit 2 of this MOU.

e. Upon authorization from the BCSD and the BCF, a third party parent, guardian, or other person shall be added to the account as someone entitled to change general account information, such as the address of the participating eligible student (“Third-Party”). The Third-Party will have account inquiry access to the account of the participating eligible student in which he/she is designated as Third-Party.

5. **Confidentiality.** All parties will maintain the confidentiality of all student information provided to the BCF and/or HCB under this MOU to the extent permitted by law. All student information shall be treated as confidential in conformity with the Family Educational Rights and Privacy Act, and will not be released to other parties, organizations, or agencies except as described in this MOU and will be used for the sole purpose described in this MOU.

6. **Indemnification.** To the extent allowed by law, the BCF shall defend, release, hold harmless and indemnify BCSD and HCB its elected officials, officers and/or employees from any and all claims which arise out of the negligent acts and/or omissions of the BCF, its officers and/or employees, in connection with the performance of this MOU. It is further agreed that HCB shall defend, release, hold harmless and indemnify the BCF, its elected officials, officers and/or employees from any and all claims which arise out of the negligent acts and/or omissions of HCB, its officials, officers and employees, in connection with performance of this MOU. In the event of concurrent negligence of the BCF, its officers, officials and employees, and BCSD and its officers, officials and employees, and HCB its officials, officials and employees the liability for any and all claims shall be apportioned under the Michigan theory of comparative negligence as presently established or as may hereafter be modified.

7. **Release of Information.** The BCF and BCSD agree that the student information that has been provided to the BCF without written parental consent may be shared with the BCF’s subcontractors only as may be necessary to enforce the terms and conditions of this program.

8. **Periodic Review of Program.** The Program will be reviewed annually by the committee and no later than five years after its inception. The Program will be evaluated to measure success in achieving intended outcomes and for the purpose of making any modifications, amendments or changes to the Program.
The Parties below agree to the terms of this MOU on behalf of each agency:

School / Principal / Administrator

Carl Schoessel  
Superintendent  
Delton Kellogg Schools  

Date: 1/5/16

School / Principal / Administrator

Carrie Duits  
Superintendent  
Hastings Area School District  

Date: 1/6/16

School / Principal / Administrator

Randy Fitcher  
Superintendent  
Lakewood Public Schools  

Date: 1/6/16

School / Principal / Administrator

Michelle Falcon  
Superintendent  
Maple Valley Schools  

Date: 1/6/16

School / Principal / Administrator

Tom Enslen  
Superintendent  
Thornapple Kellogg School District  

Date: 1/6/16

School / Principal / Administrator

Lori Pearson  
Principal  
St. Rose of Lima School  

Date: 1/6/16

School / Principal / Administrator

Brandon Strong  
Administrator  
Barry County Christian School  

Date: January 6, 2016
Barry Community Foundation

Bonnie S. Gettys  
President/CEO

Date: 1-6-16

Hastings City Bank

Mark Kolanowski  
President

Date: 1-6-16
HASTINGS CITY BANK KICKSTART TO CAREER
ACCOUNT AGREEMENTS AND DISCLOSURES

Hastings City Bank ("HCB") has partnered with the Barry Community Foundation ("BCF") and the Barry County School Districts ("BCSC") to provide Children’s Savings Accounts through the Kickstart to Career program. These accounts help students save money to help pay for future college or training expenses.

In this Agreement and in additional Agreements and Disclosures as may be provided, the terms “we”, “us”, and “our” refer to Hastings City Bank; the terms “you” and “your” refer to the Barry Community Foundation (Custodian); the term “Student” refers to the Kickstart to Career program participating child; and the term “Authorized Signer” refers to the Student’s parent or guardian as designated by the Barry County School Districts. By using the Kickstart to Career Account, you agree to be bound by the terms and conditions of this Agreement.

The Kickstart to Career Account Agreement takes precedence over any terms or conditions specified in HCB’s standard Agreements and Disclosures. The standard Agreements and Disclosures include but are not limited to: Certificate of Deposit Account Agreement, Electronic Fund Transfer Agreement and Disclosure, CIP Notice, and IRS Form W-9. These documents are included as part of this Agreement.

Contact Information: The information below may be used to contact us and to access information regarding your account:

Call us at 269-945-2401 or 1-888-422-2280

Write us at:

Hastings City Bank
150 W. Court St.
Hastings, MI 49058

Visit any Hastings City Bank branch
## SUMMARY OF TERMS AND CONDITIONS

| **KICKSTART TO CAREER**  
| **Account Opening and Usage** |
| --- | --- |
| **Cost to open an account** | $0 |
| **Monthly fee** | $0 |
| **Deposits, e.g. check, cash, automatic transfer** | $0 |
| **All withdrawals must be approved by the Custodian and are limited to post-secondary education expenses** | $0 |
| **Balance Inquiries** | $0 |
| **Public/Philanthropic Deposits** | Will be placed in the Kickstart to Career certificate of deposit with a maturity date of December 31 on the twenty-first (21st) year after year of eligibility of the participating eligible student. All remaining funds at end of term will be disbursed and payable to the Custodian |
| **Private Deposits** | Will be placed in the Kickstart to Career certificate of deposit with a maturity date of December 31 on the twenty-first (21st) year after year of eligibility of the participating eligible student. All remaining funds at end of term will be disbursed and payable to the Custodian for further credit to the Beneficiary Student |
| **Withdrawals** | May only be made once the participating eligible student graduates from high school and may only be used for post-secondary education. All withdrawals must be approved by the Custodian and used before the maturity date. Certain hardship situations may allow for withdrawals approved by the Custodian. |
| **Inactivity** | Accounts with no private deposit activity as of December 31 in the thirteenth (13th) year after the year the participating eligible student was first eligible will be closed. All remaining funds at end of term will be disbursed and payable to the Custodian. |
### Zero Balance

Accounts with a zero balance for a period of eighteen months will be closed.

### Other Kickstart to Career Account Information

#### Variable Rate Information

The interest rate on the account will be determined by HCB at time of account opening. The interest rate and annual percentage yield may change. At the discretion of HCB, the interest rate on the account may change at any time. There are no maximum or minimum interest rate limits.

#### Compounding and Crediting

Interest will be compounded quarterly and will be credited to the account quarterly.

#### Balance Computation Method

HCB uses the daily balance method to calculate interest on the account. This method applies a daily periodic rate to the principal in the account each day.

### Barry Community Foundation’s role as Custodian for Kickstart to Career accounts

Barry Community Foundation will serve as Custodian of the account and must authorize any withdrawal. The Barry Community Foundation’s Taxpayer Identification Number will be used for Internal Revenue Service tax reporting purposes.

### Barry County School Districts’ role in the Kickstart to Career program

The Barry County School Districts will provide the Student’s name, student school identification number, date of birth, and address of eligible students to the Custodian and to Hastings City Bank. The Barry County School Districts will also provide the Student with the option to opt-out of the Kickstart to Career program.

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**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

“To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. Asking for this information each time you open a new account helps protect you from Identity Theft.”
Name: BARRY COUNTY COMMUNITY FOUNDATION

Business name/disregarded entity name, if different from above:

Check appropriate box for federal tax classification; check only one of the following seven boxes:
- Individual/sole proprietor
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company
- Other (see instructions)

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
- Exempt payee code (if any) 1
- Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.):
231 SOUTH BROADWAY STREET

City, state, and ZIP code:
HASTINGS MI 49058

List account number(s) here (optional):

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: if the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

3 8 3 2 3 6 1 3 1

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person:

Date: 2-25-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting code is correct. See What is FATCA reporting? on page 2 for further information.
2015-2016 KICKSTART TO CAREER BUSINESS RESOLUTION

Barry Community Foundation        Hastings City Bank
231 S. Broadway                  150 W. Court St.
Hastings, MI  49058              Hastings, MI  49058

This Resolution supersedes all previous Resolutions, effective January 6, 2016.

By signing below, I certify to Hastings City Bank, that:  I am the Authorized Signer of the above named non-profit Corporation (“Corporation”), validly organized and operating under the laws of the State of Michigan and filed at the appropriate filing office. The following is a true and complete copy of the Resolution, properly adopted at a duly called meeting held on January 6, 2016 by a quorum of the Corporation’s Board of Directors in accordance with the By-Laws of the Corporation, if any; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the By-Laws of the Corporation, if any; Hastings City Bank has been provided a true and complete copy of the Articles or Certificate of Incorporation and the By-Laws of the Corporation, if any, as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution (“Authorized Signers”); and Hastings City Bank may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

DEPOSITOR ACCOUNT. Perform the following activities in regards to the depository account(s) known as Kickstart to Career accounts in the name of the Corporation, subject to any terms and conditions governing the account(s), including:

- **Account Opening and Maintenance.** Open and maintain the Kickstart to Career accounts.
- **Make Deposits.** Make deposits to the Kickstart to Career accounts.
- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Corporation, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.
- **Make Withdrawals.** Make withdrawals from the Corporation account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.
- **Transfer Funds.** Transfer funds from the Corporation account(s) at Hastings City Bank to any account whether or not held at Hastings City Bank and whether or not held by this Corporation and execute any agreements related to such transfers.
- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Corporation or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.
- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.

Number of signers required: 1
IT IS FURTHER RESOLVED THAT:

**Designated Depository.** Hastings City Bank is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this Resolution.

**Authorized Signer’s Powers.** Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

**Signatures.** Hastings City Bank shall be indemnified and held harmless by the Corporation for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to Hastings City Bank. Hastings City Bank shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Corporation for any claims, expenses, damages, or attorney fees resulting from their use.

**Improper Endorsement.** Any negotiable instrument, check, draft or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Corporation by Hastings City Bank. Hastings City Bank, in its sole discretion, alternatively may endorse on behalf of the Corporation any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Hastings City Bank shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

**Disposition of Funds.** When withdrawal or transfer powers are granted to an Authorized Signer, Hastings City Bank is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Corporation, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

**Prior Endorsements.** All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Corporation.

**Pre-Resolution Transactions.** All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Corporation.

**Warranty.** That Hastings City Bank may rely upon the certification as to the Corporation authority to execute this Resolution and make the representations in this Resolution.

**Notification of Changes.** The Corporation shall notify Hastings City Bank in writing in advance of any changes which would affect the validity of any matter certified in this Resolution.

**Revocation and Modification.** An act (“Act”) to modify, terminate, amend or replace this Resolution will not immediately affect the ability of Hastings City Bank to rely upon this Resolution. The Act shall not affect any action by Hastings City Bank in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Hastings City Bank receives written notification of the Act in a form and substance satisfactory to Hastings City Bank and (b) Hastings City Bank has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Corporation, its legal representatives, heirs, successors and assigns.
DESIGNATION OF AUTHORIZED SIGNERS

Bonnie S Gettys, Authorized Signer

Date

__________________________

Date

__________________________

Date

__________________________

Date

__________________________

Date

__________________________

Date

__________________________

Date