



LIGHT OF
HOPE

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Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is dated and made effective on **June 7, 2021** by and between:

Light of Hope, with a business mailing address at P.O. Box 669 Claremore, OK 74018

AND

Broken Arrow Public Schools, with a business address at 701 S. Main Street Broken Arrow, OK 74012

(Together hereinafter the Parties, or separately the Party)

BACKGROUND

- A. The Parties wish to enter into a joint project as outlined in Clause 1 of this MOU; and
- B. The Parties wish to record their understandings and agreements in relation to the proposed project and their various responsibilities for the proposed project;

1. Purpose and Project

This MOU sets out the basic terms upon which the Parties would be prepared to enter into a binding agreement with each other in order to use their respective skills, knowledge and assets for mutual benefit in a joint project consisting of:

Light of Hope has partnered with the Drug Enforcement Administration (D.E.A.) to bring your schools a FREE drug education and prevention program, called "LEAD". (Light of Hope Educating About Drugs)

There is no cost to your school.





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“LEAD” can be provided to your schools, in-person or virtually, to fit the appropriate need. Light of Hope is willing to work with your schools to meet the needs, as a result of the current health crisis.

Light of Hope/D.E.A. drug education program (LEAD) is offered for Elementary, Middle, and High Schools. The curriculum is age appropriate and offers a level of accreditation that teaches in an understandable, sensitive, yet detailed way. Your schools have the choice to choose what grade level you would like to provide this education to. The core curriculum is offered in sessions varying from 5 to 7 weeks. Light of Hope educators will provide this education once a week for 5, 6 or 7 weeks. This can be broken down into shorter sessions if needed. In addition, we can focus on specific topics for individual sessions if requested. Our hope is to provide drug education more than one time during the course of the school year. This will be up to you and your school, and we will work with you to provide the best form of education according to the needs of your school.

In addition, Light of Hope/D.E.A. provides assembly presentations together. We will provide these assemblies, in addition to the drug education curriculum. These assemblies are a great way to introduce the upcoming classroom curriculum or close out the classroom curriculum.

2. Mutual Understandings

It is mutually agreed upon and understood by and among the Parties that:

- a) The Parties agree to work together and co-operate in good faith, and to fully participate to develop the project to suit the needs of the school;
- b) This MOU in no way restricts the ability of either party to enter into any agreement with any other third party in relation to either the proposed Project or any other proposed project of a similar nature;
- c) This MOU does not create a binding agreement and will not be enforceable against either of the parties.
- d) None of the services, financing or resources set out in clauses 4 or 5 shall be deemed to be a commitment of funds and no such funds shall be so committed.
- e) Neither Party shall have any liability to the other Party in respect to any of the provisions of this MOU.





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3. Term and Termination

The understandings and agreements outlined in this MOU shall subsist until such time as the end of this school year is completed or until **June 2021**, whichever is the earlier.

The term may be extended only by agreement of both Parties in writing.

4. Services provided by the Parties

The Parties agree to work together in good faith in order to ensure the realization of the Project and each party will endeavor to provide the following services in meeting the Project aims:

(a) Services to be provided by **Light of Hope**

i) **Drug Education Curriculum**

ii) **Drug Education Assembly Presentations by DEA/LOH (Drug Enforcement Administration & Light of Hope).**

5. Resources Provided

Light of Hope will secure all required financing and resources required for realization of the Project goals.

(a) Financing and Resources to be provided by **Light of Hope.**

i) **Drug Education Curriculum**

ii) **Drug Education Assembly Presentations by DEA/LOH.**

6. Dispute Resolution

The Parties will attempt in good faith to resolve any dispute arising out of or in relation to this MOU or through negotiations between appointed person of each Party with authority to settle the relevant dispute. If the dispute cannot be settled amicably within 6 months from the date on which either Party has served written notice on the other of the dispute, then neither Party shall be obligated.

7. Notice

All notices or communications required in this MOU shall be given in writing and must be delivered to the address(es) set forth above (or at such other address as the other Party may direct in writing): (a) in person, (b) by facsimile, (c) by registered mail, or (d) by a commercial courier that provides a signature of receipt. Any such communication shall be effective only upon delivery, which for any communication





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given by facsimile shall mean the transmission date as confirmed by the facsimile transmission report. A signed receipt for the communication shall constitute proof of delivery, but if the sender can prove that delivery was made as provided for above, then it will constitute delivery despite the absence of a signed receipt. If a communication is rejected or undeliverable through no fault of the sender, notice will be deemed served one business day after the date of attempted service.

8. Entire Agreement

The provisions herein contained constitute the entire agreement between the parties hereto and supersede all previous communication, representations, expectations, understandings and agreements whether verbal or written between the parties or their respective representatives with respect to the subject matter of this MOU and shall not be modified or amended except by written agreement signed by the parties.

9. Governing Law

The provisions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Oklahoma.

10. Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

11. Severability

Should any part of this MOU be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this MOU had been executed without the invalid portion and it is hereby declared the intention of the parties hereto that this MOU would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

12. Counterparts and Electronic Means:

This MOU may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this MOU by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of the MOU as of the date of successful transmission to the other Party.





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This MOU shall be effective as of the date first written above in the entry statement.

Signatories

This Agreement is signed on behalf of **Light of Hope**.

By: Title:
Date:

This Agreement is signed on behalf of **Broken Arrow Public Schools**

By: Title:
Date:

