

**CEDAR HILL INDEPENDENT SCHOOL DISTRICT AND CEDAR HILL ISD EDUCATION FOUNDATION
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between the Cedar Hill Independent School District (the "District") Board of Trustees ("District Board of Trustees") and the Board of Directors ("CHEF Board") of the Cedar Hill ISD Education Foundation (the "CHEF"), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

A. Public Purposes: The District Board of Trustees identifies the following educational public purposes for the District's support of the CHEF:

1. The CHEF provides resources to continue and/or enhance quality education programs amidst the uncertainty and restrictions inherent in the Texas public school finance system.
2. Maximizing alternative revenue sources requires strong community support.
3. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
4. The District receives intrinsic benefits for teachers and other gains from its investment in the CHEF and the related community partnerships and involvement.
5. Numerous grants and other funding from the CHEF benefits District students, staff and instructional programs.
6. Community involvement in raising money for educational programs and student scholarships achieves a concurrent psychological and philosophical investment in the school district and its students.
7. Solicitations of donations by the CHEF directors and personnel relieves the fundraising burden of the District's superintendent, administrators, teachers and staff, allowing more efficient focus on the District's educational mission.
8. All additional revenues obtained by the CHEF allow for the betterment of the District's educational programs.
9. Partnership between the District and the CHEF provides efficiency and continuity of messaging by individuals who represent the District or the CHEF in seeking additional revenue sources.

B. Terms: This Memorandum of Understanding shall be effective as of the last date executed below and, except as otherwise provided herein, shall continue until either party provides written notice to the other of its intention to withdraw. Such withdrawal shall be effective 60

days after receipt of the written notice. On an annual basis the CHEF Executive Director will consult with the CHISD Chief of Communications & Marketing and with the President of the CHEF Board to identify and document any language in the MOU that may need to be reviewed to address concerns or changing conditions.

- C. Commitment: The District receives a return benefit and the District Board of Trustees agrees to continue to provide the following support to the Foundation, provided the public purposes outlined in Paragraph A above continue to be met, and the controls outlined herein continue to be implemented. Further, the District Board of Trustees maintains the continuing right to refuse to appropriate the necessary funds subject to this MOU in any budget year. All District contribution amounts shall be within the sole discretion of the District Board of Trustees, and such contributions shall be monitored by the District and recorded in the District's accounting records as contributions to the CHEF. Subject to the previous limitations, the District will provide:

1. The salary and benefits for one (1) employee of the District working with the CHEF as the District Corporate Initiatives Liaison. The amount of salary and benefits are within the sole discretion of the District.
 - Employees of the District who are working with the Foundation shall not be entitled to receive supplemental compensation directly from the CHEF.
2. The office space facilities, equipment, supplies and utilities for the employees of the District working with the CHEF.
3. Network connections, District-licensed software, email, and similar resources, on the same basis as such resources are provided to other similarly situated District employees.
4. The cost of the CHEF's annual financial audit and 990 tax return provided the CHEF follows all applicable procedures for expenditures required by the District for the audit.
5. The District Board of Trustees shall appoint a Trustee to the CHEF Board of Directors as a non-voting member.

D. Responsibilities of Foundation:

1. The CHEF is a nonprofit educational corporation organized in 2002 for educational and charitable purposes exclusively for the benefit of the District. The CHEF will maintain status as an entity under 501(c)(3) of the United States Internal Revenue Code organized for the exclusive educational and charitable purposes of benefiting the District.
2. The CHEF agrees during the term of this Memorandum of Understanding, that the CHEF will use its best efforts to solicit, collect, invest and administer funds for the CHEF, which shall be used to enrich the educational environment of the District.
3. The CHEF Board of Directors will represent the community of Cedar Hill.

4. The CHEF agrees it will require the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
 5. The CHEF agrees it will continue to recognize the District as the sole beneficiary of its solicitation program.
 6. The CHEF agrees the District Corporate Initiatives Liaison will be Executive Director of the CHEF.
- E. Controls: The District Board of Trustees and the CHEF Board of Directors agree on the following controls, to ensure that a proper public educational purpose is served, the District maintains sufficient controls over the resources of the District, and the District receives a return benefit pursuant to this MOU:
1. The District Corporate Initiatives Liaison (DCIL) and any support personnel serving the CHEF shall be an at-will **salaried** employee of the District, under the direct supervision and control of the Chief of Communications & Marketing . The Chief of Communications & Marketing will consult with the CHEF Board of Directors regarding the annual job performance evaluation of any employees of the District serving the CHEF.
 2. The CHEF will work collaboratively with the District on a job description for the position of Executive Director of CHEF listing duties and responsibilities.
 3. The Executive Director of the CHEF will have to adhere to all Policies and Procedures of the CHEF as well as follow all lawful directives of CHEF's Board of Directors. If there is ever a conflict between the responsibilities and obligations serving as Executive Director of CHEF and as the DCIL, the President of the CHEF board and the Superintendent of the District will be notified in writing and they will communicate to resolve the conflict.
 4. The District Corporate Initiatives Liaison will devote most of his/her time and efforts to fulfill the duties and responsibilities of Executive Director of the CHEF; there will however be some crossover time that will be in support of the District's mission, students, and staff. The Chief of Communications & Marketing will maintain sufficient supervision to ensure the District Corporate Initiatives Liaison's time is utilized consistent with this condition.
 5. All in-kind contributions of office space, office equipment or other District resources shall be kept in good working order and condition. Use of District equipment and resources shall not interfere with the District's normal operation or conflict with the policies of the District.
 6. The CHEF shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
 7. The District Board of Trustees and the CHEF Board hereby designate the District Corporate Initiatives Liaison as the fiscal agent with the authority to accept grants to either CHEF or on behalf of the District. The District Corporate Initiatives Liaison shall report all grants received to

the Chief of Communications & Marketing and provide details of the grant in a report to the District Board of Trustees as requested.

8. The CHEF shall provide the District Board of Trustees with an annual update which will include the Foundation's yearly goals and shall be presented to the District Board of Trustees at a public board meeting.
9. The CHEF shall provide an IRS Form 990 annually to the District Board of Trustees, which shall reflect the District's contributions to the CHEF and which shall be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 will be posted on the Foundation's website within one month after filing with the Internal Revenue Service.
10. The CHEF will establish and maintain a reasonable accounting system that enables the District to readily identify revenues and expenditures. The District and its representative shall have the right to audit financial records of the CHEF.
11. The District Superintendent or designee shall determine each year, at the time of development of the District's budget, whether adequate consideration has been received from the CHEF in the previous fiscal year and will likely be received in the following fiscal year, to assist the District's Board of Trustees in determining funding for the coming fiscal year.
12. The CHEF understands that, as a result of the District's investment in the Foundation, many of the documents of the Foundation may be subject to disclosure under the Texas Public Information Act, absent any exemption, and the Foundation agrees to comply with the requirements of the Texas Public Information Act to the extent that it applies to the Foundation.

AGREED TO this ____ day of _____, 20__.

Cedar Hill ISD Education Foundation

Cedar Hill Independent School District

Board Chair

Board Chair

ATTEST:

ATTEST:

Secretary

Secretary