

Memorandum of Understanding Between Cedar Hill Independent School District and Cedar Hill ISD Education Foundation, Inc.

1. **Parties:** This Memorandum of Understanding (MOU) is entered into by the Cedar Hill Independent School District ("CHISD") and the Cedar Hill ISD Education Foundation, Inc. (CHEF) desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge the respective obligations and rights of the parties. CHEF is a non-profit educational entity, which was created in 2002.
2. **School Purpose:** CHEF and CHISD agree that educational public purposes are served by entering into this agreement because, among other reasons, CHEF provides strong community support to the CHISD as well as raising money for CHISD educational and enrichment programs.
3. **Responsibilities of CHISD:** CHISD will:
 - a. Provide office space and limited office services (i.e. utilities and phone service) to CHEF without charge.
 - b. Perform all personnel bookkeeping functions relating to payroll and benefits for the Director at its expense including the issuance of salary checks. The CHISD will invoice CHEF for the Director's salary and benefits as set out herein within 30 days of the end of the CHISD's fiscal year.
4. **Responsibilities of CHEF:** CHEF will:
 - a. Use its best efforts to solicit and collect funds for CHEF and invest CHEF money as authorized by law and then distribute funds to the CHISD as is appropriate and fiscally responsible.
 - b. Be responsible for the totality of the Director's Salary and benefits for the 2012-2013 school year.
 - c. Reimburse the CHISD for the Director's salary and benefits within 30 days of the receipt of an invoice.
 - d. Abide by all policies and procedures of the CHISD related to facility and equipment use, public information and all other applicable polices that would reasonably apply to CHEF.
 - e. Abide by the Texas Public Information Act, and all statues governing and applicable to non-profit organizations
5. **CHEF Director:** The Director of CHEF shall be an at-will employee of CHEF under the direct supervision and control of the CHEF Board of Directors. The CHEF Director is not an employee of the CHISD. CHISD will administer the director's benefits through the CHISD benefits program and will issue salary checks as provided herein.
6. **CHISD Employees:** Employees of CHISD who are volunteering for the benefit of CHEF shall not be entitled to receive supplemental compensation from either CHISD or CHEF.
7. **Entire Agreement:** This MOU constitutes the entire agreement between the parties and supersedes all previous Memoranda of Understanding, agreements promises, representations, understandings, and negations, whether written or oral, between the parties with respect to the subject matter hereof.
8. **Applicable Law and Venue:** This MOU shall be governed by, and its provisions construed in accordance with the laws of the State of Texas. Venue for any action arising from or related to this MOU shall be Dallas County, Texas.
9. **Termination:** This MOU shall expire on July 31, 2013 unless renewed by the parties.

Signed and entered into on the _____ day of _____ 2012.

**CEDAR HILL INDEPENDENT SCHOOL
DISTRICT**

BY:

Terrel Nemons , President

**CEDAR HILL ISD EDUCATION
FOUNDATION, Inc.**

BY:

Phyllis Stegner, President