



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 ") 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 the respective obligations and rights of the parties.

A. Public Purposes: The District Board 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 for the District requires strong community support.
3. To gain this strong community support to assist the District in maximizing alternative revenue sources, there must be reciprocal commitment and support from the District.
4. The District receives intrinsic benefits for students and teachers from its investment in the CHEF and the related community partnerships and involvement.
5. 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 from the District's superintendent, administrators, teachers, and staff, allowing them to focus more efficiently on the District's educational mission.
8. All additional revenues obtained by the CHEF enable the betterment of the District's educational programs.
9. Partnership between the District and the CHEF allows the messaging from both the District and the CHEF to be efficient and unified in seeking additional revenue services.

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B. Terms: This MOU shall be effective as of the 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 District Chief Communication Officer 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 agrees to continue to provide the following support to the CHEF, 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 reserves 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, 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 Executive Director of the Education Foundation. The amount of salary and benefits for the Executive Director of the Education Foundation are within the sole discretion of the District. Employees of the District who are working with the CHEF 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. The District and the CHEF shall split 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.
4. The District Board shall appoint a Trustee to the CHEF Board as a non-voting member.

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D. Responsibilities of the CHEF:

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. During the term of this MOU, The CHEF agrees that it 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 will represent the community of Cedar Hill, Texas.
4. The CHEF agrees it will require the District personnel providing services to the CHEF to follow all policies and procedures of the District when representing the District or the CHEF in any capacity.
5. The CHEF agrees it will continue to recognize the District as the sole beneficiary of its solicitation program.

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E. **Controls:** The District Board and the CHEF Board 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 Executive Director of the Education Foundation, 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 District Chief Communication Officer. The District Chief Communication Officer will consult with the CHEF Board regarding the annual job performance evaluation of any employees of the District serving the CHEF.
2. The District Chief Communication Officer will consult with the CHEF Board on a job description for the position of Executive Director of the Education Foundation that lists 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 Executive Director of the Education Foundation, the President of the CHEF Board of Directors and the Superintendent of the District will be notified in writing, and they will communicate to resolve the conflict.
4. 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.

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5. The District Board and the CHEF Board hereby designate the Executive Director of the Education Foundation as the fiscal agent with the authority to accept grants to either the CHEF or on behalf of the District. The Executive Director of the Education Foundation shall report all grants received in accordance with District policy.
6. The CHEF shall provide the District Board with an annual update which will include the CHEF's yearly goals and shall be presented to the District Board at a public board meeting.
7. The CHEF shall provide an IRS Form 990 annually to the District Board, 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 CHEF's website within one month after filing with the Internal Revenue Service.
8. 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.
9. 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 in determining funding for the coming fiscal year.
10. The CHEF understands that, as a result of the District's investment in the CHEF, many of the documents of the CHEF may be subject to disclosure under the Texas Public Information Act, absent any exemption, and the CHEF agrees to comply with the requirements of the Texas Public Information Act to the extent that it applies to the CHEF.

AGREED TO this _____ day of _____ 2026

Cedar Hill ISD Education Foundation
Neil Bolton, Board President

ATTEST:

Cedar Hill ISD Education Foundation
Aura Vasquez, Board Secretary

Cedar Hill ISD
Denise Roache-Davis, Board President

ATTEST:

Cedar Hill ISD
Carma Morgan, Board Secretary