

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into by and between the Jefferson County Board of Education ("Board") of the Jefferson County Public School District ("JCPS" or "the District") and the Board of Directors ("Foundation Board") of the Jefferson County Public Education Foundation, Inc. (the "Foundation"), 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 Board has identified the following educational public purposes for the District's support of the Foundation:

1. Because of the uncertainty and restrictions inherent in the Kentucky public school finance system, the District must actively seek alternative sources of revenue to enhance and expand its quality of educational programming.
2. To maximize alternative revenue sources through strong community support.
3. Because the District has realized gains from its partnership with the Foundation.
4. Because the Foundation has provided funding for grants to the District for teachers to support innovative teaching programs and has provided funds for educational enrichment opportunities for students.
5. Because the Foundation supports the District's curriculum by providing funding to curriculum initiatives as designated by the Superintendent.
6. Because the solicitation of additional revenue by Foundation Board Members relieves the fund-raising burden of the District's Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.
7. Because all additional revenues obtained by the District from the Foundation will be used for the betterment of the District's educational programs.

**B. District Commitment:** The Board agrees to continue providing the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented. The Board shall, at its sole discretion, determine the amount of support it provides to the Foundation, monitor such supports, and record such contributions in the District's accounting records.

1. Provide services of the Coordinator of School Business Partnerships to act as liaison with the Foundation.
2. Provide accounting services for deposits and revenues; reporting, reconciliations and audit support; and budgeting, tracking and records retention.
3. Provide services of the Resource Development Department in developing and submitting grant applications, and administering grants provided to the Foundation on behalf of the District.

**C. Foundation Responsibilities:**

1. The Foundation is a nonprofit educational corporation organized in 1983 for educational and charitable purposes exclusively for the benefit of the District.

2. The Foundation will use its best efforts to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.
  3. The Foundation agrees that, during the term of this MOU, the Foundation shall fund educational programs and projects aligned with the District's educational philosophy and curriculum, as designated by the Superintendent.
  4. The Foundation agrees that it will require the District personnel providing services to the Foundation to follow all District policies and procedures when representing the District or the Foundation in any capacity.
- D. Controls: The Board and the Foundation agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:
1. The Coordinator of School Business Partnerships and any support personnel serving the Foundation shall be employees of the District, under the direct supervision and control of District staff. The Foundation Executive Director may consult with staff regarding the job performance of District personnel serving the Foundation.
  2. The Foundation shall abide by all District policies and procedures related to District facility and equipment use, personnel, public information, and all other applicable policies.
  3. The Board and the Foundation Board hereby designate the Coordinator of School Business Partnerships as the liaison to the Foundation.
  4. The Foundation shall provide proof of D&O insurance, for its legal, insurance and financial advisors and an annual audit of finances (scope to follow Foundation policy and procedure manual guidelines) which shall be presented to the Board and Superintendent after the conclusion of each fiscal year.
  5. The Foundation shall provide an IRS Form 990 annually to the Board, which shall reflect the District's contributions to the Foundation and shall be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 will be available for review by the public in the Foundation office within one month after filing with the Internal Revenue Service.
  6. The Foundation agrees and understands that the Coordinator of School Business Partnerships shall, outside of their work with the Foundation and solely as an employee of the District, perform duties in support of educational programs to further the District's educational mission.
  7. The Foundation understands that, as a result of the District's provision of accounting services to the Foundation, the Foundation's financial documents that are prepared, reviewed, revised and/or maintained by the District employees providing such accounting services are subject to the Kentucky Open Records Act.
- E. Miscellaneous:
1. This MOU shall remain in effect until it is terminated. This MOU may be terminated at any time upon the mutual agreement of the Board and the Foundation, or upon the date specified in a written notice delivered by either party to the other party at least 30 days prior to such specified date of termination.

2. If any part of this MOU is held to be void, against public policy or illegal, the balance of this MOU shall continue to be valid and binding.
3. This MOU shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this MOU shall be brought in the Jefferson County, Kentucky, Circuit Court.
4. No delay or omission by either party in exercising any right under this MOU shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this MOU
5. Neither party to this MOU shall assign the rights or delegate the duties or obligations of this MOU or any portion hereof, without the prior written consent of the other party.

AGREED TO this 9th day of March 2016 by the Board:

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Donna Hargens, D.Ed., Superintendent

AGREED TO this 24th day of February 2016 by the Foundation Board:

  
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James R. Allen, Chairman

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