

**Memorandum of Understanding Between
Unified School District No. 232, Johnson County, Kansas
and
USD 232 Education Foundation**

This Memorandum of Understanding ("MOU") is entered into by and between Unified School District No. 232, Johnson County, Kansas ("District"), a public school district, and the USD 232 Education Foundation ("Foundation"), a private nonprofit, tax exempt corporation to memorialize the nature of their partnership, ratify and approve past activities, and mutually acknowledge, for the future, the respective commitments of both parties.

USD 232 Mission Statement: USD 232 will prepare all students for their future through excellent, innovative learning opportunities with caring, dedicated and passionate staff in a safe and secure environment.

USD 232 Education Foundation Mission Statement: To enhance educational excellence and inspire students and teachers by connecting community resources through collaboration, recognition, and innovative partnerships.

PURPOSE

The purpose of this MOU is to describe a general framework for the relationship between the two parties as it relates to private fundraising and private grants management, individual donors, corporate sponsors, and community engagement and partnership.

Tremendous benefits are gained from a mutually supportive partnership between the District and the Foundation. This written agreement helps promote clarity, accountability, and mutual understanding for both parties and should be the starting point for a collaborative process for assessment and strategic thinking about how the Foundation and the District can most effectively work together.

UNDERSTANDING

A. District Commitment

The District has been and agrees to continue providing the following support to the Foundation, provided the purpose continues to be met and the partnership commitment continues to be implemented. The District agrees to the following responsibilities:

1. The District Superintendent or designee and one member of the BOE shall serve as voting positions on the Foundation Board.
2. The District shall provide the salary and benefits for the District employee serving the Foundation as Executive Director until the Foundation is ready to do so. The Executive Director shall dedicate a minimum of 25% of their time toward the Foundation. The Superintendent or designee shall supervise the District employee that is providing services to the Foundation. The employee shall be subject to all rights and responsibilities of other District employees.
3. The District shall support the Foundation operating costs by:
 - Providing office space facilities and utilities for the District employee serving the Foundation
 - Providing equipment and technical support or the District employee serving the Foundation

- Allowing the Foundation to maintain a USD 232 mailing address as well as a USD 232 email address.
 - Permitting the storage of Foundation related documents within District facilities.
4. The District shall permit the Foundation use of facilities, consistent with the District policies and procedures, for Foundation activities and programming.
 5. The District will share annually with the Foundation appropriate documentation that identifies priorities and projects, along with resource requirements, so that the Foundation may align its programs and campaigns consistent with the strategic direction of the district.
 6. The District shall occasionally send communications, to share Foundation events and projects, to District families on behalf of the Foundation.
 7. The District agrees to encourage and maintain the independence of the Foundation and, at the same time, foster the cooperative relationship between the District and Foundation.
 8. The District agrees to ongoing and open communications with the Foundation.

B. Foundation Responsibilities

1. The Foundation will operate as an IRS recognized 501(c)(3) not-for-profit educational entity in Johnson County, Kansas, established in 2018 to offer support exclusively to the students, teachers, administration and families of the District.
2. The Foundation will solicit, collect, invest and administer funds to support the District. Funds or gifts to the Foundation shall be owned by the Foundation and shall be maintained and/or distributed for the District's benefit as determined by the Foundation Board.
3. The Executive Director shall be responsible for ensuring that all Foundation procedures are maintained, that all expenditures are proper and that funds are directed solely to the benefit of the District. Fund transfers between the Foundation and the District will be administered in accordance with Kansas school code and district guidelines.
4. The Executive Director of the Foundation shall be responsible for managing the day-to-day operations of the Foundation which will include the maintenance of records, correspondence and action items for the Foundation Board's review and approval.
5. The Foundation will actively seek resources from donors at-large, alumni, staff and leadership of the district, corporate sponsors and grants. The ultimate size and scope of the Foundation will be in direct relationship to the amount of funds raised and allocated for its operation.
6. The Foundation is authorized to accept restricted gifts which are designed to benefit the District. The Foundation will not intentionally solicit or accept gifts for any use specified by a donor that is known to be inconsistent with the District's vision, mission, strategic priorities, goals, policies, or procedures. The Foundation and the District both agree to advise donors that a restricted gift for the benefit of the District may not be accepted without Foundation approvals.
7. The Foundation agrees that it will continue to recognize the District as the sole beneficiary of its solicitation programs and projects which are aligned with the District's goals and curriculum.

8. The Foundation agrees to ongoing and open communications with the District.

c. Controls Agreement

1. The Foundation shall annually provide an IRS Form 990 and copies of the annual report to the BOE and Superintendent.
2. The District and the Foundation hereby designate the Executive Director as the liaison between the District and the Foundation.
3. The Foundation agrees and understands that the Executive Director shall, outside 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.
4. The Foundation will cover all operating costs for the Foundation beyond what is identified as a responsibility of the District.
5. The Foundation shall abide by all District policies and procedures related to facility and equipment use, personnel, public information and all other applicable policies.
6. The Foundation shall maintain a D&O insurance policy per state risk recommendation.

Both parties agree that these guidelines are designed to assist and promote the missions of both the District and the Foundation. This Agreement may be reviewed at least annually and may be amended at any time upon mutual agreement.

UNIFIED SCHOOL DISTRICT NO. 232, JOHNSON COUNTY, KS

President, Board of Education Date

USD 232 EDUCATION FOUNDATION

President, USD 232 Education Foundation Date