

## MEMORANDUM OF UNDERSTANDING

### Jefferson County Public Schools and The Jefferson Foundation

#### RECITALS:

1. The Jefferson Foundation (“Foundation”) is a charitable Colorado nonprofit corporation which is organized under its Articles of Incorporation to, “provide cooperation and support to the Jefferson County School District...” (“District”). The Foundation does not support any other individual or organization that does not support Jeffco Public Schools.
2. Under its Articles of Incorporation, the Foundation is prohibited from taking “any action that would be in conflict with or in any way violate the laws, rules, regulations and policies governing the operation of the Jefferson County School District R-1...” This includes without limitation any and all political activity by Foundation employees, except on their own time.
3. The District has in the past employed Foundation employees and loaned them to the Foundation without the benefit of a formal agreement between the parties.
4. The District finds that there is a public purpose in continuing to employ Foundation employees and the loaning them to the Foundation under the terms of this Memorandum of Understanding will assure that that public purpose is secured.

#### AGREEMENT:

THEREFORE, the Foundation and the District agree:

1. The District shall employ all Foundation employees (“Employees”), under the following terms and conditions:
2. The District shall loan the Employees to the Foundation, and the Employees shall be subject to the supervision and control of the Foundation. All decisions concerning hiring (subject to District Board approval), discipline, pay, promotion, dismissal or lay off of Employees shall be made by the Foundation Board of Directors or, for employees placed under the direction of the Foundation’s Executive Director, the Executive Director.
3. All District policies governing District employees shall apply to the Employees.
4. The District shall pay all salaries, applicable benefits (including without limitation employer payments for membership in the Colorado Public Employees Retirement Association) and other payments incident to employment to the Employees.
5. The Foundation shall indemnify the District against all insurance, liability and costs incurred by the District due to its employment of the Employees and shall pay a share

of all insurance and other costs incurred by the District relating to the Employees promptly upon receipt of an invoice from the District.

6. The Foundation shall continue to maintain its own policies of property, general liability, directors and officers, and workers' compensation insurance covering the Employees.
7. The Employees shall be paid and promoted according to such classification system and salary schedules of the District as the District and the Foundation may mutually agree.
8. All Foundation employees shall be loaned Employees, and the number of Employees shall be limited to the number of part-time and full-time employees authorized in the Foundation's budget. The Foundation's budget shall be set by its Board of Directors only after soliciting the advice of the District Board of Education, and the decision of the District Board concerning the number of budgeted Employees shall be binding on the Foundation. The Foundation shall annually pay to the District the amount by which the Foundation's budget for salary and benefits of Employees exceeds \$125,000.
9. The Foundation may contract with independent contractors consistent with the federal rules for maintenance of independent contractor status outside of this Memorandum of Understanding.
10. The Foundation shall amend Article V, Section 2 of its Bylaws to reflect that members of the School District Board of Education and District leadership team who serve on the Foundation Board, shall do so in a non-voting Ex Officio capacity.
11. The District Board of Education or the Foundation may terminate this Memorandum of Understanding upon ninety days written notice to the other party, as of the end of the fiscal year in which it makes the decision to terminate.
12. This Memorandum of Understanding is effective as of the date of the last signature.

Jefferson County School District

Jefferson Foundation

By: \_\_\_\_\_  
Jane Barnes, President  
Board of Education

By: \_\_\_\_\_  
Jon DeStefano, President  
Board of Directors

Date: April 5, 2007

Date: