

MOU between XX Coalition and XX School District/Legal Applicant

This agreement between *XX School District* (Grantee/Legal Applicant) and *XX Coalition* (Coalition) shall be from *XX Date* until *XX Date* and will be renegotiated annually.

RESPONSIBILITIES OF THE COALITION:

- a. Set policy for and oversee its own programs including goals and objectives in alignment with the DFC Support Program's Terms and Conditions.
- b. Select and direct staff and volunteers, set goals and objectives for contract employees, and negotiate and approve contracts.
- c. Create, approve, and follow its budget in compliance with DFC requirements.
- d. Provide copies of all required documentation to the Grantee/Legal Applicant as requested.
- e. Be solely responsible for liabilities arising out of its program and its interaction with program participants.

RESPONSIBILITIES OF THE GRANTEE/LEGAL APPLICANT:

- a. Provide the Coalition staff with office space and furniture, computer, phone, fax, copier.
- b. Compile financial reports on a mutually agreed upon schedule and provide to coalition the following.
 - a. Monthly financial statements;
 - b. Copies of all financial reports;
 - c. Year end reconciliation and
 - d. Other reports/documentation deemed necessary and appropriate by the coalition.
- c. Provide accounting services to prepare and distribute payroll, pay invoices, prepare and submit the appropriate forms for employment, wages and payroll taxes on behalf of the coalition.
- d. Maintain all records pertaining to costs and expenses to reflect costs of labor, materials, equipment, supplies, services, and other costs and expenses when reimbursement is claimed or payment is made.
- e. Obtain Workman's Compensation Insurance and liability coverage for *the Coalition's employees*.

XX School District and *XX Coalition* mutually agree to abide by all applicable federal and state anti-discrimination statutes, regulations, policies, and procedures. **In consideration for the Responsibilities assigned to the Grantee, proceeds from the grant will be withheld as compensation for items b-e listed as Responsibilities of the Grantee/Legal Applicant, above. Those items outlined in a, above, shall be considered "in-kind" donations to the Coalition.** This agreement shall be subject to all applicable provisions of state and federal law and regulations related to the delivery and funding of social services.

Coalition Representative's Name

Grantee/Legal Applicant Representative's Name

Commented [Ma1]: Optional

Add that it reserves the right to sever its relationship with the fiscal agent for any reason with due notice i.e. 30 days. Also, add in something about the coalition is the beneficiary of DFC funds and as such they are responsible for oversight and management of such funds.

Commented [Ma2]: Optional

Add in a point that states the fiscal agent will not disallow any approved expenditure except in the case of a demonstrated unethical (against grant guidelines) or illegal use of funds.
Add a point that state while they are the legal grantee, the agree the coalition is the beneficiary of DFC funds and has the right to manage and expend them in accordance with applicable guidelines and laws.
Add another point that they may recognize the ability of the coalition to see another fiscal agent for any reason with a reasonable notice and that they also reserve the right to cease being the fiscal agent for any reason with a reasonable notice.

Commented [Ma3]: If there needs to compensation for this service than this needs to be spelled out as well.

Coalition Representative's Signature

Grantee/Legal Applicant Representative's Signature

Title

_____/_____/_____
Date

Title

_____/_____/_____
Date

