

MEMORANDUM OF UNDERSTANDING
between
WOODROW WILSON HIGH SCHOOL ALUMNI ASSOCIATION, INC.,
and
WOODROW WILSON HIGH SCHOOL COMMUNITY FOUNDATION, INC.

**A. PARTIES TO AND REASONS
FOR THIS MEMORANDUM:**

This Memorandum of Understanding (“MOU”) is by and between WOODROW WILSON HIGH SCHOOL ALUMNI ASSOCIATION, INC. (“WWHSAA”) and WOODROW WILSON HIGH SCHOOL COMMUNITY FOUNDATION, INC. (“WWHSCF”), each of which entities is a Texas nonprofit corporation that has been granted tax exempt status by the IRS under §501(c)(3) of the United States’ INTERNAL REVENUE CODE. Hereinafter, WWHSAA and WWHSCF may be referred to jointly as the “Parties” and either of said Parties may be referred to as a “Party.”

WWHSAA was formed in 1989 for charitable nonprofit purposes; more specifically, it exists to further the purposes of Woodrow Wilson High School in Dallas, Texas (“Woodrow”) through facilitating and encouraging the association, coordination, cooperation, collaboration, communication and participation of members of Woodrow’s alumni community to benefit Woodrow. Woodrow alumni comprise the membership of WWHSAA and it founded, maintains, and periodically selects persons to be honored as members of the WOODROW WILSON HALL OF FAME. From time to time in the past, WWHSAA’s activities have included fund raising from Woodrow Alumni, often to directly benefit Woodrow.

WWHSCF was formed in 2009 for charitable nonprofit purposes, with one of its principal goals being to act as and be a foundation to raise money (through donations and other nonprofit activities) to support and benefit educational programs at schools located within the geographic area identified as Woodrow’s attendance boundaries, which are established from time to time by the Dallas Independent School District (“DISD”). WWHSCF also raises funds for granting scholarships to individual students, as well as manages scholarship funds established and sponsored by other persons and entities. In performing its fund raising activities, WWHSCF necessarily contacts Woodrow Alumni to

solicit and raise funds to benefit students and program at Woodrow.

Each of WWHSAA and WWHSCF recognizes that, in the absence of clear understandings, continued cooperation, and operational coordination between them, counterproductive confusion could arise among Woodrow Alumni (and/or members of the Woodrow Community in general) concerning the respective goals and responsibilities of WWHSAA and WWHSCF and that, if not addressed positively, such confusion could injure the reputation or effectiveness of one or both of the Parties or, worse, damage the educational programs at Woodrow. These concerns relate principally to each of the Parties’ fund raising activities, but also may pertain to a Party’s allocation of financial resources from time to time.

Most importantly, WWHSAA and WWHSCF understand that each Party serves an important role in furthering and ensuring continuation of the extraordinary reputation and exceptional programs at Woodrow and the Parties recognize that, by working collaboratively, the Parties can together do more for Woodrow (and for the Woodrow Community in general) than either Party can achieve by working alone.

The Parties therefore desire to express herein their understandings and intentions that they intend to work cooperatively with each other to maximize their shared goal of benefitting Woodrow and the Woodrow Community.

**B. THE PARTIES’ SHARED
INTENTIONS AND UNDERSTANDINGS:**

Following are some, though not all, of the Parties’ shared intentions and understandings:

- It is vitally important that the memorabilia, traditions, and rich history of Woodrow be identified, preserved, and made available to alumni and students at Woodrow, as well as to members of the Woodrow Community and the public at large, to maintain Woodrow’s reputation and mystique

and the pride justifiably felt by Woodrow students and alumni for decades. As between the Parties, this is the principal responsibility of WWHSAA.

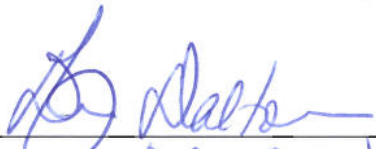
- Of equally vital importance is the need to provide security for the future of Woodrow through developing and growing a sound and lasting foundation to provide needed economic assistance for Woodrow's educational programs, to the extent such needs are not met by public funding through DISD. As between the Parties, this is the principal responsibility of WWHSCF.
- Although WWHSAA may, from time to time, engage directly in fund raising activities for operating expenses or for specific projects or events it sponsors, it is the Parties' intent and understanding that, if the purpose of a fundraising activity is to develop and hold funds to be spent in the future for the benefit of Woodrow, the Woodrow Community, or Woodrow students, those fundraising activities should be coordinated by WWHSCF.
- To be able to carry out its responsibilities to identify and maximize the involvement of Woodrow alumni, WWHSAA necessarily must collect and maintain accurate contact information about Woodrow alumni. In this regard, the Parties recognize that concerns about improper disclosure or use of personal information may cause certain alumni to be reluctant to provide accurate contact information unless they have confidence that it is being securely maintained. Accordingly, the parties understand and intend that the principal responsibility for collecting, maintaining, and securing Woodrow alumni contact information rests with WWHSAA.
- Nevertheless, to maximize the success of its efforts on behalf of Woodrow and the Woodrow Community, WWHSCF must have access to Woodrow Alumni contact information to be able to effectively conduct and coordinate fundraising activities. WWHSAA agrees that, upon request, it will assist WWHSCF in contacting Woodrow alums for WWHSCF's fundraising activities, including working closely with WWHSCF to accomplish same using appropriate technologies to facilitate same.

C. EXECUTION OF THIS MOU:

By execution of this MOU in the space provided below, each Party hereby acknowledges that the foregoing expresses the principal understandings between WWHSAA and WWHSCF and their shared goal to work collaboratively, cooperatively, and synergistically to benefit Woodrow and the Woodrow Community. The foregoing does not necessarily express all of the understandings between the Parties now or in the future and the Parties further agree that, if and when issues arise that seem to be of a nature that expression of the Parties' shared understanding would be beneficial, the parties may amend or supplement this MOU by writing an addendum signed on behalf of both of the parties.


ACCEPTED AND AGREED:

WOODROW WILSON HIGH SCHOOL ALUMNI ASSOCIATION, INC., a Texas nonprofit corporation

By: 
 Printed Name: D. PAUL DALTON
 Its: PRESIDENT (Corporate Title)

Date: 8/30/2011

WOODROW WILSON HIGH SCHOOL COMMUNITY FOUNDATION, INC., a Texas nonprofit corporation

By: 
 Printed Name: RICHARD H. WYLIE
 Its: PRESIDENT (Corporate Title)

Date: 8/30/11