

# Board Information Item

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Information  
Packet

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Board Agenda  
Information

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Board Agenda  
Action

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Board Agenda  
Consent

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06/16/2025

**Subject:**

Approve Memorandum of Understanding and License Agreement with the Grapevine-Colleyville ISD Education Foundation, Inc.

**Contact Person:**

Dr. Brad Schnautz, Superintendent  
Paula Barbaroux, Chief Operations Officer

**Policy/Code:**

**Priority and  
Performance  
Objective:**

Priority 3: Parents, Families and Community Satisfaction and Engagement  
Objective 3.2: Community Engagement and Partnerships

Priority 4: Strong Financial Stewardship and Internal System Efficiency  
Objective 4.1: Transparent Financial Stewardship  
Objective 4.2: Effective and Efficient District Operations

**Summary:**

For nearly thirty years, the Grapevine-Colleyville ISD Education Foundation, Inc. (Foundation) has existed to receive and disburse funds, property, and gifts of any kind exclusively for the benefit of the District. The Foundation exists to raise and manage resources supporting the mission and priorities of the District. The District recognizes the important public purpose served by Foundation on behalf of GCISD and its students and staff.

Periodically, the agreements between the entities are reviewed and updated. The proposed Memorandum of Understanding (MOU) is substantially the same, with new effective dates and clarification of how the District will assist the Foundation with distributing the Foundation's digital communications to GCISD

parents. The MOU generally outlines and guides the relationship between the organizations. Each organization is a separate entity with an independent governing body. The initial term of the MOU is three years.

The License Agreement has been updated to reflect changes requested by the Foundation that streamline and clarify the District's assets that the Foundation may market for the purpose of raising funds and the amount of their annual contribution to the District for these rights. Both entities have engaged legal counsel to review and approve the agreements.

**Attachments:**

Memorandum of Understanding  
License Agreement

**Recommendation:**

The recommendation is for the Board of Trustees to approve the Memorandum of Understanding and License Agreement with the Grapevine-Colleyville ISD Education Foundation, Inc., as presented.

## **MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT is entered into by and between the Grapevine-Colleyville ISD Education Foundation, Inc. (“Foundation”) and the Grapevine-Colleyville Independent School District (“District”) and is to be effective as of the 16th day of June 2025.

WHEREAS, the Foundation was organized and incorporated for the purpose of receiving and disbursing funds, property and gifts of any kind exclusively for the benefit of the District; and

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the District and provide opportunities for students and a margin of institutional excellence unavailable with state funds; and

WHEREAS, as stated in its Articles of Incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for aiding in the fulfillment of teaching and service functions of the District as well as soliciting, accepting, administering, and disbursing gifts, grants, and bequests of property for the support of the District; and

WHEREAS, the District’s Board of Trustees has determined that: (1) the Foundation’s use of District property and resources as described in and pursuant to this Agreement serves a public purpose; (2) the District retains sufficient control over the Foundation’s use of District property and resources to ensure that the public purpose is served; and (3) the District will receive a return benefit in exchange for the Foundation’s use of District property and resources; and

WHEREAS, the District and its Board of Trustees recognize the assistance and contribution to be made by the Foundation and, with the Foundation, are desirous of memorializing the relationship, interaction, and cooperation between the District, its Board of Trustees, and the Foundation.

NOW THEREFORE, in consideration of the mutual benefits herein cited and other good and valuable consideration, receipt of which is hereby acknowledged, the District and the Foundation agree as follows:

### **Foundation Name, Seal and Logotype**

The Foundation will operate under its own name, seal, and logotype except in those instances where the District gives the Foundation specific written permission to use the District’s name, trademarks, or service marks.

### **Foundation’s Relationship to the District**

1. The Foundation is a separately incorporated nonprofit organization created to raise, manage, distribute, and steward private resources to support the various endeavors of the District.

2. The Foundation Board of Directors is responsible for the control and management of all Foundation assets, including the prudent management of all gifts consistent with donor intent.
3. The District agrees to share information about strategic plans, institutional priorities and projects, and resource requirements with the Foundation so that the Foundation may represent the direction and needs of the District to donor prospects. The Foundation will develop and maintain various programs to assist the District in (1) procuring and retaining outstanding faculty and staff; (2) promoting a greater level of academic achievement by the students; and (3) enhancing its relationship with District alumni and the community as a whole.
4. The District agrees that the Foundation may use the following District property and resources: office space and basic office furniture and equipment for up to two Foundation employees, meeting space, assigned storage space, utilities, telephone equipment, and local telephone services, two computers and a color printer/copier, and access to the District's Internet services.
5. The District agrees that it will assist the Foundation in communicating with the District's parents by directly distributing approved information and content on behalf of the Foundation using the District's email system and registered parent information.
6. The Foundation agrees that it will continue to recognize the District and its students as the sole beneficiaries of its solicitation program.
7. The Foundation shall share with the Superintendent of the District the Foundation's monthly financial reports that it shares with the Foundation's Board, including the Foundation's annual fiscal year-end financial report. The Foundation agrees that the Superintendent may share its monthly financial reports and the fiscal year-end report with the District's Board of Trustees and Chief Financial Officer. The Foundation shall also notify the District's Superintendent and Chief Financial Officer each year when the Foundation's IRS Form 990 is filed and available to the public.

#### **District's Relationship to the Foundation**

8. The Superintendent of the District shall serve as an advisory member of the Foundation with no voting rights.
9. The District will administer grants, gifts, and donations in accordance with the Foundation's requests. The District will provide a report to the Foundation, accounting for and evidencing the status of all such grants, gifts, and donations.

#### **Insurance and Indemnity**

10. Foundation will maintain commercial general liability insurance coverage at all times during the pendency of this MOU. District shall be named as an additional insured on any policy of insurance obtained to satisfy Foundation's obligations hereunder. The

Foundation shall provide proof of the required insurance coverage promptly upon obtaining same.

11. The Foundation will maintain professional liability insurance on the Board of Directors in an amount typical for similar charitable boards of directors in the area in which the Foundation is located but no less than the amount required under Texas Civil Practices and Remedies Code § 84.007(g).
12. Foundation shall indemnify and hold District and its employees and agents and the District's Board harmless for any and all claims, damages, negligence, complaints, causes of action, cost and expenses, including reasonable attorney's fees, connected with, or arising out of any aspect of this Agreement or the Foundation's or its employees' or agents' presence on District premises. This section shall survive the termination of this Agreement. This indemnity agreement specifically includes, without limitation, any claims or complaints arising out of or connected in any way to the District's agreement to hire and employ persons on behalf of or for the benefit of the Foundation.

### **General Provisions**

13. This Agreement shall have an initial term of three (3) years, beginning on June 16, 2025, and ending on June 15, 2028, and may be renewed upon the approval of both parties' governing boards for additional terms of up to three years. Either party may, upon fifteen (15) days' prior written notice to the other, terminate this Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within twenty (20) calendar days or less after receiving written notice. In addition, either party may, upon 90 days' prior written notice to the other, terminate this Agreement at any time and for any or no reason. The Foundation and the District agree, however, that if this Agreement is terminated for any or no reason pursuant to the preceding sentence and there are in effect, on this Agreement's termination date, agreements between the Foundation and third parties pursuant to the this License Agreement between the District and the Foundation that extend beyond the date of this Agreement's termination, the District and the Foundation will carry out their respective obligations under those agreements for the remainder of those agreements' terms provided, however, the Foundation agrees that it will not extend or renew the terms of those agreements for any additional periods of time. The Foundation agrees not to enter into agreements with terms greater than three years.
14. The relationship of District and the Foundation is limited to that which is set forth herein. No action(s) or undertaking(s) of either party will be construed to create or suggest a partnership, expressed or implied.
15. As separately incorporated organizations, neither District nor Foundation intends nor will either District or Foundation profess a right to obligate or bind the other party; any suggestion of such, orally or in writing, will be considered void and of no further legal effect.

16. If any provision of the Agreement is held to be in violation of the Constitution of the State of Texas or any laws of the State of Texas, such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

This Agreement is effective as of the date first written above.

**GRAPEVINE-COLLEYVILLE ISD EDUCATION FOUNDATION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President, Board of Directors

**GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: Shannon Braun

Title: President, Board of Trustees

## LICENSE AGREEMENT

This License Agreement is entered into as of this 16th day of June 2025 (the "Agreement") between the Grapevine-Colleyville Independent School District (the "District") and the Grapevine-Colleyville ISD Education Foundation, Inc. (the "Foundation").

A. Recognizing that the Foundation's corporate charter states that its sole purpose is the support of the educational programs of the District, the District's Board of Trustees and the Foundation have determined that it would be mutually beneficial for the Foundation to design and administer a corporate sponsorship program. Such program will serve a valuable educational purpose by increasing the amount of local revenue that directly benefits the District's educational programs.

B. The District and the Foundation, therefore, desire to enter into this new Agreement to set forth the general terms and conditions with respect to (a) the licensing of specific Tier 1 areas for the sale of signage to donors at District facilities as identified in Exhibit A; and (b) allowing the Foundation to solicit up to four donors as game-day sponsors for each District, varsity football game played at the District's Mustang Panther Stadium. The District facilities where the activities described in (a) and (b) are collectively called the "Venues" and the specific locations at those Venues where signs or other licensing activities will take place are collectively called the "Licensed Areas."

NOW, THEREFORE, for and in consideration of the promises and mutual representations, warranties, covenants, and agreement contained herein, the parties agree as follows:

1. License. The District grants the Foundation a nonexclusive revocable license (the "License") for the purposes of using the Tier 1 Licensed Areas for the sale of temporary signs to its donors and digital or mixed media advertising on the stadium video board as specified in Exhibit A and above, and using those Venues as specifically set forth herein. The Foundation agrees that it will not use any portion of the Venues other than the Licensed Areas and that it will not use the Licensed Areas or the Venues for any purpose or use not expressly permitted in this License. This License also allows the Foundation to solicit up to four donors as game-day sponsors for each home varsity football game played at the District's Mustang Panther Stadium. The game-day sponsorships will be nonexclusive and permit the sponsor to distribute giveaway items such as t-shirts, rally towels, balls, or cold beverage koozies. However, paper products, flyers, coupons, etc., that lead to trash may not be given away as these create trash and litter that need to be cleaned. It is agreed and understood that game day sponsors also may not distribute circulars, fliers, coupons, or other paper products.

2. Outsourcing. The Foundation may hire a mutually agreed upon vendor to assist the Foundation with the sale of Tier 1 Corporate Sponsorship Packages, or the vendor may directly sell Tier 1 Corporate Sponsorship Packages on behalf of the Foundation. The Foundation's right to sell shall be a non-exclusive right. The District's Superintendent or designee shall, however, have the right to review and approve or reject any contract between the Foundation and a vendor or vendors.
3. Term. The initial term of the License shall commence on June 16, 2025, and continue through June 15, 2028, unless sooner terminated as permitted herein. Thereafter, this Agreement will automatically renew for successive one-year terms unless either party notifies the other of its desire to terminate the Agreement at the end of a current term. Either party will deliver its written notice of intent to terminate this Agreement on or before March 1 of the initial term or any succeeding year this Agreement is in effect. The Foundation and the District agree, however, that if this Agreement is terminated pursuant to this paragraph and there are in effect, on this Agreement's termination date, multiyear agreements for packages or signs sold by the Foundation and/or its vendors that extend beyond the date of this Agreement's termination, the District and the Foundation will carry out their respective obligations under this Agreement with respect to those agreements for the remainder of those agreements' terms. It is further agreed that the Foundation will not enter into multiyear agreements exceeding three years. It is further agreed that after this Agreement is terminated, the Foundation will not extend or renew the terms of those agreements for any additional periods of time.
4. District's Approval Rights. The type of sign and the content of all signs to be placed in the Licensed Areas must be approved by the District. The Foundation will submit to the District's Communications Department an example of any sign proposed for a Licensed Area for the District's review and approval prior to the sign being placed in the Licensed Area. Each example submitted will show the dimensions, weight, materials used, color scheme, and content of the proposed sign. Whether or not a proposed sign is approved will be at the District's sole discretion. The content of any digital or mixed media message to be displayed on or in the Venues must also be approved by the District prior to being shown at the Venues. The Foundation will submit to the District's Communications Department an example of any digital or mixed media message proposed for a Licensed Area for the District's review and approval prior to the message being shown in the Licensed Area. Whether or not the proposed message is approved will be at the District's sole discretion. Additionally, the type, size, and content of any giveaway item to be distributed by a game-day sponsor at Mustang Panther Stadium must be approved by the District at least one week in advance of the proposed distribution date. Whether or not the proposed giveaway item is approved will be at the District's sole discretion.



5. Placement and Removal of Signs and Frames. Exhibit A defines the Licensed Areas of this Agreement where signage may be installed. The District may specify and require specific types of signage and frames (if not already present) that shall be provided by the Foundation (or its donors) and installed by a vendor that is mutually approved by the District and Foundation at the sole cost of the Foundation (or its donors). Exhibit A specifies uniform signs and a specified number of signs for placement in the Licensed Areas. The District's Facility Services Department will provide the Foundation's vendors access to the Licensed Areas during regular working hours and supervise the vendor's personnel if on campus or at a venue where students are present. At least annually, or as often as deemed necessary by the District, the District's Athletic and Facility Services Departments will inspect all Tier 1 signs and frames to determine if any need to be repaired or replaced. This need will be communicated to the Foundation, and the Foundation will schedule repair/replacement and cover all costs. This includes when signs are damaged or vandalized. Whenever a sign is to be removed from a Licensed Area, the Foundation will hire a vendor to remove the sign at the sole cost of the Foundation. There will be no modification to any Licensed Area or District facility associated with a Licensed Area without the District's prior written approval, which may be given or withheld by the District in its sole discretion.
6. Conditions and Limitations of License. This License is limited to the items discussed in paragraph 1 above. The District may sell or license other entities to sell signs at the same or other facilities owned by the District in any District Venue. The District may permit businesses and other entities to place their names on school marquees or other fixtures donated to the District. The District may temporarily prohibit the Foundation's use of any Licensed Area or Venue if the District, in its sole discretion, determines that a Licensed Area or Venue needs maintenance or repair. This License and the relationship of the District and the Foundation shall not be deemed to create a lease or any other interest in real property. This License is personal to the Foundation and is not assignable in whole or in part and does not and will not inure to the successors and/or assigns of the Foundation without the District's prior written consent.
7. License Fees. In exchange for the License, the Foundation will pay the District a minimum annual license fee of \$40,000.00 (the "Minimum Annual License Fee"). The Minimum Annual License Fee will be paid to the District in one installment that is due on or before July 1 each year this Agreement is in effect. In addition to the Minimum Annual License Fee, the Foundation will pay the District 60% of the Foundation's net revenue generated from the Tier 1 Licensed Areas (the "Percentage License Fee") in excess of \$50,000. The Percentage License Fee shall be paid no later than July 1 of each year the License Agreement is in effect. In determining the

Percentage License Fee, the Foundation's net revenue will be calculated after reduction for the Foundation's reasonable costs or expenses directly related to the revenue (this should typically be limited to sign fabrication/installation, frame fabrication/installation and, if utilized, commissions paid to vendor selling Tier 1 sponsorship packages or other Tier 1 items, if applicable,) the Foundation generates from the Licensed Areas and/or Venues. Upon reasonable notice, at its cost and no more than once each year, the District may audit the Foundation's financial records to verify the Foundation's gross and net revenue derived from the Licensed Areas and/or Venues. The Minimum Annual License Fee and the Percentage License Fee are strictly the fees to be paid to the District by the Foundation. The amount of these fees shall in no way limit what the Foundation may charge its donors for their use of the Licensed Areas or Venues.

12. Annual Reports. Recognizing that the Foundation is a 501(c)(3) organization with certain legal and organizational restrictions on the types of payments it may make to other entities, the District's Superintendent will report to the Foundation the District's use of the Minimum Annual and Percentage License Fees on or before August 1 of each year this Agreement is in effect. Recognizing that the District is responsible to its taxpayers for the use of District facilities, on or before May 1 of each year this Agreement is in effect the Foundation's Executive Director will report to the District the amount of gross and net revenue the Foundation has received from the Venues and the Licensed Areas, and the total amount of contributions it has made to the District in that year. This will be a separate report by the Foundation and will be in addition to any other reports the Foundation makes regarding its gifts to the District that are unrelated to this License. The parties agree that these reports are mandatory and the failure to make a report is grounds for termination of the Agreement.
13. Representations and Warranties. The parties and the persons executing the Agreement on their behalf hereby represent and warrant that the Foundation and the District have the requisite corporate power and authority to enter into this Agreement, to perform their obligations hereunder, that this Agreement has been duly authorized by and executed on behalf of their respective Boards and is enforceable against the parties in accordance with its terms. The Foundation further represents and warrants that it will fully comply with all laws applicable to its use of the Licensed Areas and Venues. The District warrants and represents that it has the right to grant this License and that the Foundation's use of the Licensed Areas and Venues as specified in this Agreement will not infringe upon the rights of any third parties.
14. Insurance. The Foundation shall maintain in force throughout the Term general

commercial liability insurance in the amount of at least \$2,000,000 per occurrence, \$2,000,000 aggregate, providing for the defense and resolution at no cost to the District and its trustees, employees, agents, and representatives (collectively the "District Parties") of any liability, claim, loss, cost, expense, or fee asserted against or incurred by the District Parties arising out of Foundation's activities under this Agreement. The required insurance shall be primary and noncontributory with any other insurance available to the District Parties and shall contain a waiver of subrogation in favor of the District Parties in a form acceptable to the District. The Foundation shall provide the District a copy of the required insurance to confirm that the policy has been issued and the required coverage is in full force and effect, and also confirm that before cancellation, modification, or reduction in coverage of any such policy, the insurance company will give the District thirty (30) days prior written notice of such proposed cancellation, modification or reduction. The Foundation shall maintain in force throughout the Term, and with the District Parties identified as additional insureds under the policy, general commercial liability insurance in the amounts identified above, providing for the defense and resolution of any liability, claim, loss, cost, expense, or fee asserted against or incurred by the Foundation.

15. Early Termination. In addition to the right to terminate this Agreement pursuant to paragraph 3, either party may immediately terminate the License and Agreement by written notice to the other party if the notified party shall at any time violate or be in default under any of the terms hereof and such violation or default is not remedied within twenty (20) calendar days after the date on which the notified party receives notice of such violation or default. Either party may also terminate the License and this Agreement for any reason or no reason by providing the other party 90 calendar days' prior written notice. The Foundation and the District agree, however, that if this Agreement is terminated for any or no reason pursuant to the preceding sentence and there are in effect, on this Agreement's termination date, multiyear agreements for packages or signs sold by the Foundation and/or its vendors that extend beyond the date of this Agreement's termination, the District and the Foundation will carry out their respective obligations under this Agreement with respect to those agreements for the remainder of those agreements' terms. It is further agreed that after this Agreement is terminated, the Foundation will not extend or renew the terms of those agreements for any additional periods of time.
16. Designation of Licensed Areas. The District authorizes its Administration to designate the Licensed Areas that are the subject of this Agreement. The parties may add additional Licensed Areas to this Agreement or revise previously agreed upon Licensed Areas by executing and attaching additional or replacement Exhibits to this Agreement. The District retains the right to remove Licensed Areas at the end

of each term with thirty (30) days' notice to Foundation.

17. Indemnification by Foundation. The Foundation shall indemnify the District, its trustees, employees, agents, and representatives (the "Indemnitees"), and shall hold the Indemnitees harmless against any and all direct damages incurred on account of any injuries or damages received by or sustained to person or property arising out of the negligent or willful acts or omissions of the Foundation in connection with the Foundation's use of the Licensed Areas pursuant to this Agreement, unless such damages arise solely because of the District's negligence or willful misconduct.
18. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given if delivered personally, sent by private overnight courier with proof of delivery, or sent as certified mail, return receipt requested, through the U.S. Postal Service, to the parties at the following addresses: (i) if to the Foundation: 3051 Ira E. Woods Avenue, Grapevine, Texas 76051-3897, Attn: Executive Director, (ii) if to the District: 3051 Ira E. Woods Avenue, Grapevine, Texas 76051-3897, Attn: Superintendent.
19. Miscellaneous. If any term or provision of this Agreement is held by a court to be invalid or unenforceable, the remainder of this Agreement will be interpreted and applied in a manner so as to most closely effectuate the intent of the parties to this Agreement. Any amendment to this Agreement must be in writing and executed by both parties. This Agreement may be executed in duplicate counterparts, each of which will be an original, but all of which shall constitute one agreement. This Agreement shall be enforceable in Tarrant County, Texas, and construed in accordance with the laws of the State of Texas. The venue for any legal action shall be in Tarrant County, Texas. In the event either the District or the Foundation should bring suit against the other in respect to any matters provided for in this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party in connection with such suit.

IN WITNESS, WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Grapevine-Colleyville Independent School District

By: \_\_\_\_\_  
Name: Shannon Braun  
Title: President, Board of Trustees

By: \_\_\_\_\_  
Name: Kathy Florence-Spradley  
Title: Secretary, Board of Trustees

Grapevine-Colleyville ISD Education Foundation, Inc.

By: \_\_\_\_\_

Name:

Title: President

By: \_\_\_\_\_

Name:

Title: Executive Director

**Exhibit A**  
**Tier 1 Corporate Sponsorship Advertising**  
**Signage**

**Licensed Area at Mustang Panther Stadium**

The location of these signs shall be restricted to the Panther Field House (north end of the stadium facing the field – these may only be banners on this building), exterior stairwells on the home side, Home Side Ticket Booths, and Visitor Side Concession Building. The District's Operations Department, Athletic Department, and Foundation will jointly establish the location, type, and size of signs for these buildings. However, the District reserves the right of final approval of all signs.

Digital advertising may be placed on the Video Scoreboard of the stadium in the four sponsor zones, as determined by the District's Communications Department.

The District Communications Department will determine mixed-media or digital advertising opportunities available during varsity home football games. These may include pre-game and in-game commercials and sponsors for instant replay, time out, kick-off, touch down, coin toss, extra points, etc. All content shall be developed and supplied by the Foundation or Sponsor. All content shall be reviewed and approved by the District Communications Department. The District Communications Department shall also determine the length of allowable commercials.

**Reservation of Rights**

The District reserves its right to sell other signage in Mustang Panther Stadium and the gymnasiums listed below and to sell or offer other advertising rights of any type in or at Mustang Panther Stadium, including through the video scoreboard and through mixed-media or digital advertising opportunities.

**Licensed Area at Colleyville Heritage High School & Grapevine High School Varsity Gymnasium**

Five signs of a uniform size (placed in a frame) within the high school's main gymnasium, as established and approved by the District Athletic Department. This can be four sponsor signs and one for the Education Foundation, or five sponsor signs.

**Licensed Area at the primary (main) Middle School Gymnasiums**

Five signs of a uniform size (placed in a frame) within the middle school's main gymnasium, as established and approved by the District Athletic Department. This can be four sponsor signs and one for the Education Foundation, or five sponsor signs.

**Licensed Area at the Elementary School Gymnasiums**

Five signs of a uniform size (placed in a frame) within the elementary school's gymnasium, as established and approved by the District Athletic Department. This can be four sponsor signs and one for the Education Foundation, or five sponsor signs.

The Foundation agrees to update and replace signs or banners when deemed necessary at the sole discretion of the District.