

MEMORANDUM OF UNDERSTANDING

Between the

MANSFIELD INDEPENDENT SCHOOL DISTRICT

And the

MANSFIELD ISD EDUCATION FOUNDATION

This Memorandum of Understanding is between the Board of Trustees (the “MISD Board”) of the Mansfield Independent School District (“MISD” or the “District”) and the Board of Directors (“Foundation Board”) of the Mansfield ISD Education Foundation (“the Foundation”).

WHEREAS, MISD is a political subdivision of the State of Texas and an independent public school system located in Tarrant County, Texas; and

WHEREAS, the Foundation is a Texas nonprofit corporation recognized under section 501(c)(3) of the Internal Revenue Code as exempt from federal income taxes; and

WHEREAS, the Foundation is organized and operated exclusively for charitable purposes to benefit the District; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding (“MOU”) to memorialize the nature of the parties’ relationship, ratify and approve past activities, and mutually acknowledge the respective obligations and rights of the parties in the future; and set forth the terms that support public education while preserving the legal, financial, and operational independence of each entity.

THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, MISD and the Foundation agree as follows:

- A. **MISD’s Public Purposes**: The MISD Board recognizes that developing and maintaining strong partnerships with organizations to support the District’s educational programs and activities supports all the Board’s goals and Strategic Plan and that such partnerships serve the best interests of the District, serve a public purpose, and result in continued benefits to the District. The Board additionally recognizes the following educational public purposes for the District’s support of the Foundation:
1. The Foundation originally was founded to support MISD schools.
 2. To assist MISD in managing and maximizing its funds in the light of the uncertainties and restrictions inherent in the Texas public school finance system, the District and the MISD Board must seek alternative sources of

revenue to continue and/or enhance its quality education programs that serve MISD students.

3. Maximizing alternative revenue sources requires strong community support, which, in turn, requires reciprocal commitment and support from MISD.
4. MISD has received benefits from its partnership with and investment in the Foundation through the Foundation's numerous grants and donations that benefit MISD's students, staff, and instructional programs and expects to continue to receive benefits from the Foundation in the future.
5. Continuing the momentum that has been achieved in maximizing alternative revenue sources through the Foundation requires a continued commitment from the District.
6. Community involvement in raising money for educational programs results in constituents' tangible and intangible investment in the school district and further creates a legitimate expectation from the community that the District will continue to devote resources to support the Foundation.
7. Community support is facilitated by the convenience of having the Foundation's office located on familiar District premises.
8. Fundraising efforts by Foundation directors, personnel, and volunteers relieve the District's Superintendent, administrators, teachers, and staff of these activities, leaving them free to focus on the District's educational mission.
9. The Foundation will provide dollars raised to the District for the betterment of the District's educational programs and the tangible and intangible benefits that the Foundation returns to the District will exceed the financial support that the District provides to the Foundation.

B. **Term and Termination:** This Memorandum of Understanding shall be effective as of the last date executed below and, except as otherwise provided herein, shall continue until either party provides written notice to the other of its intention to withdraw. Such withdrawal shall be effective 60 days after receipt of the written notice. Notwithstanding the foregoing, the District and Foundation shall review this MOU each year in approximately April and may agree on revisions as appropriate.

C. **MISD Commitment**: The MISD Board agrees that the District shall continue to provide support to the Foundation provided that public school purposes continue to be met and controls are in place. The MISD Board reserves the right to discontinue the appropriation of funds or other assistance in any budget year. MISD will provide the following support to the Foundation:

1. Reasonable office space, furnishings, equipment, and facilities located at the Central Office and utilities provided without rental or lease charge for the Foundation's Director, Foundation Specialist and up to one employee the Foundation may hire to support the Foundation provided the Foundation and its employees agree to comply with the District's policies and practices related to use of such facilities.
2. Access for Foundation employees to the District's electronic communication systems (e.g. email, computer network, telephone systems), provided that the Foundation employees agree to comply with the District's policies regarding use of such systems.
3. Climate-controlled storage space for Foundation materials, event supplies, presentation equipment, and grant-related items in regular operational use. Such space shall be provided at the Central Office, if available, or at another accessible location within the District as determined by the Superintendent or designee.
4. All regular custodial services and routine maintenance of District facilities provided to the Foundation at no cost. The Foundation agrees it will not engage in any destructive or altering activity in District facilities or on District property. In the event an event requires security, such security personnel shall be provided by the event sponsor.
5. Opportunities for recognition of the Foundation at appropriate District celebrations, functions and in publications.
6. Support for Foundation programs, events, and initiatives using MISD communication channels as appropriate.

D. **Use of District Resources**: The Foundation's use of District resources shall be narrowly defined and documented. This section shall explicitly address: use of facilities; use of District communication systems. Absent express authority, the Foundation shall not use District resources.

1. Technology and Equipment: All computers, laptops, printers, telephones, and related technology equipment provided to Foundation staff and the Frances Brownlie Program Liaison for use within the District systems and infrastructure is purchased through and remains the property of the District. This applies to all Foundation-connected personnel who conduct work within the District's network environment, consistent with the Foundation's Policies and Procedures (Section 3.2), which recognize the District's management of the Foundation's digital infrastructure and security protocols. No reimbursement to the District is required for District-owned technology equipment.
2. Foundation Operating Expenses: The Foundation shall be responsible for its own operational and supply expenses, including postage, printing materials, envelopes, and other consumable office supplies. The Foundation will be invoiced by the District for supply items ordered through District purchasing channels, and shall remit payment in a timely manner. The Foundation shall also be responsible for the cost of ceremonial presentation checks and other promotional materials used in joint events such as Grant Patrol.

E. Employment of Foundation Staff:

MISD and the Foundation Board agree on the following to ensure that a proper public educational purpose is served by this Memorandum of Understanding.

1. The Director is a MISD Employee. The District shall administer payroll for the Director using funds provided by the Foundation, consistent with the Board-approved compensation. The Director shall report to the Foundation's Board of Directors as provided in Bylaws (Section 3.12). The Director shall maintain a direct liaison relationship with the MISD Superintendent to ensure alignment between the Foundation's grantmaking and programs and the District's priorities and needs. This relationship is collaborative in nature.
2. The Foundation Board of Directors shall provide input and recommendations regarding the employment, performance, and compensation of the Foundation Director in accordance with the Foundation's Bylaws, including the annual review process conducted by the Review Committee. The Superintendent shall participate in the selection process and annual performance review of the Director. Any recommendations concerning the Director's employment status, compensation, performance expectations, or separation shall be communicated to Superintendent for consideration and action consistent with applicable law,

District policy, and the authority vested in the Superintendent and MISD Board of Trustees. The Foundation Board President and Superintendent shall confer regarding any significant concerns affecting the Director's performance or the Foundation operations.

3. The Foundation Specialist is a MISD Employee. The District shall administer payroll for the Foundation Specialist using funds provided by the Foundation, consistent with the Board-approved compensation. The Specialist shall report to the Director.
4. Future Foundation employees, if any, may be incorporated into the pass-through payroll arrangement by mutual written agreement of both parties, provided the Foundation reimburses 100% of all employment costs. Compensation for any future employee shall be determined by the Foundation's Board of Directors.
5. Effective July 1, 2026, The Foundation shall assume 100% of the direct costs of employment for the Director and Foundation Specialist. The pass-through payroll arrangement shall continue so long as both parties agree in writing, in order to preserve Foundation staff access to TRS retirement and District health benefits.

F. Responsibilities of the Foundation:

1. The Foundation is a nonprofit educational corporation organized in Mansfield, Texas for educational and charitable purposes exclusively for the benefit of the District and must maintain its IRC § 501(c)(3) status at all times under this MOU. Nothing in this MOU will supersede the bylaws of the Foundation.
2. The Foundation agrees that, during the term of this Memorandum of Understanding, the Foundation, will use its best efforts to solicit, collect, invest, and administer funds for the Foundation, which shall be used to enrich the educational programs of the District. The Director will collaborate with District staff to ensure all solicitation and fundraising efforts are coordinated to ensure efforts are not duplicated.
3. Except as may be specifically allowed in this MOU, the Foundation agrees that it will require its personnel and any District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the Foundation in any capacity.

4. The Foundation will continue to recognize the District or other non-profit organizations benefiting the District, its employees, volunteers and/or students as the sole beneficiaries of its solicitation programs conducted in furtherance of its charitable purposes.
5. The Foundation shall be responsible for employing any other persons it determines are necessary for the Foundation and the Foundation shall be responsible for the costs of supplies, printing, copying, postage, shipping, and other typical office and operational expenses.
6. The Foundation shall reimburse MISD for 100% of the direct costs of employment for the Director and Foundation Specialist. Such reimbursement shall be made quarterly within 30 days of the date on which the District notifies the Foundation in writing of the quarterly amount expended for employment of the Director and Foundation Specialist.

G. Annual Accountability and Reporting

1. The Foundation shall provide to the Superintendent and MISD Board of Trustees a copy of its most recently filed IRS Form 990 promptly upon filing each year, recognizing that the Foundation's filing timeline typically aligns with the close of its fiscal year on June 30.
2. Biennial Impact Report: No later than September 30 following the close of every other fiscal year – with the first report due September 30 2028 (following the close of the 2027-28 fiscal year) – the Foundation shall provide: (a) written Impact Report summarizing grants awarded during the preceding two fiscal years, total dollars distributed to benefit teachers and students, key programs including Frances Brownlie Scholarship program, and the Foundation's assessment of how its contributions meet or exceed the value of the District's in-kind support; and (b) financial statements for the preceding two fiscal years, consistent with the Foundation's obligations under Bylaws Article VIII, Section 8.02. Such reporting shall not be construed as District oversight or control, but as a transparency measure to ensure public confidence.
3. Upon reasonable written request, the Foundation shall provide to the Superintendent any additional documentation needed to verify the Foundation's ongoing compliance with this MOU.

agreement, using funds provided entirely by the Foundation through the quarterly reimbursement process. The District shall handle payroll processing, applicable tax withholding, and required regulatory reporting for the funds it administers on the Foundation's behalf. This arrangement exists to provide Foundation staff with access to TRS retirement and District health benefits. This does not include Foundation contract employees, such as the Frances Brownlie Program Liaison.

2. The Foundation's employees, volunteers, and board members have no authority to represent themselves as employees or agents of the District, shall not enter into any agreement or obligation on behalf of MISD, and shall not exercise authority over District employees. Reciprocally, District employees, administrators, and board members shall not represent themselves as agents of the Foundation or enter into any obligation on behalf of the Foundation.
3. Facilities Access: Foundation staff (Director and Foundation Specialist) shall be issued District access badges that permit entry to District facilities for Foundation operational purposes, including but not limited to: Board and committee meetings, fundraising and community events hosted in District facilities, Grant patrol campus visits, grant follow-up visits, and Frances Brownlie program monitoring. Building keys signed out by Foundation staff through the Superintendent's office are on record and shall remain so on an ongoing basis. All facility and campus access are subject to a current, clear criminal history background check on file with the District, conducted and renewed consistent with District protocol. Foundation staff shall comply with all applicable District campus security and facility use policies.
4. Facilities Access: Foundation Board Members shall be issued District identification badges for use during official Foundation activities at District campuses and facilities. These identification credentials are for identification and check-in purposes only and do not provide independent building access. Board members shall continue to check in with front desk personnel upon each visit and shall comply with all applicable District visitor protocols.
5. Background Checks: Criminal history background checks for Foundation staff and contractors seeking access to District facilities shall be conducted in accordance with District protocol, as determined by MISD. The Foundation shall cooperate fully with the District's background check process and requirements.

6. Liaison Relationship: The MISD Superintendent shall serve as the primary District liaison to the Foundation. The Superintendent and the Foundation's Director shall meet no less than twice per year to discuss District priorities, Foundation programs, and opportunities for alignment. This relationship is collaborative and advisory in nature and does not constitute a supervisory or administrative reporting relationship between the Superintendent and the Director.

I. Francis Brownlie Scholarship Program and Liaison:

1. The Foundation administers the Frances Brownlie Scholarship Program (the 'Program'), which supports current MISD paraprofessionals and qualifying staff in obtaining teacher certification and becoming certified teachers within the District.
2. The Program is contingent upon the availability of dedicated donor funding secured by the Foundation. Continuation of the Program in any given year is subject to the Foundation Board's confirmation that sufficient funding is available and the District's partnership agreement with the Partnered university.
3. Program participants must meet eligibility requirements established by the Foundation and the partner university, consistent with the Foundation's Policies and Procedures (Section 7.1).
4. Completion of the program does not guarantee employment. Program candidates must apply for and be hired through MISD's standard hiring process and are not guaranteed placement in any specific school or position.
5. Frances Brownlie Program Liaison: The Foundation employs a Frances Brownlie Program Liaison (the 'Liaison') as a contracted position of the Foundation. The Liaison's compensation is funded exclusively through designated Frances Brownlie program funds and is not part of the District payroll arrangement. The Liaison is not an MISD employee.
6. The Liaison shall be issued a District campus access credential consistent with the access provisions (Section H.3), permitting visits to MISD campuses to support program candidates and coordinate with campus staff. Such access is subject to a clear criminal history background check on file with the District, consistent with District protocol.

7. The Liaison shall be provided a District-managed device consistent with Section C.2 of this MOU, as the Liaison conducts work within the District's network infrastructure in support of MISD staff and the District's teacher development pipeline. The device shall remain District property and shall be subject to all applicable District technology and acceptable use policies.
8. The Foundation's Policies and Procedures (Section 7.1) and the MOU for the Francis Brownlie Program govern the administration of the Program, including eligibility, application, funding, and reimbursement procedures.

J. Insurance and Indemnity:

1. Foundation will maintain commercial general liability insurance coverage at all times during the pendency of this MOU. MISD shall be named as an additional insured on any policy of insurance obtained to satisfy the Foundation's obligations hereunder. The foundation shall provide proof of the required insurance coverage upon obtaining the same.
2. 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).
3. Foundation shall indemnify and hold MISD and its employees and agents and the MISD 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 MISD 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.

K. Dispute Resolution:

This MOU shall be construed in accordance with the laws of the State of Texas. Venue for any action hereunder shall lie in Tarrant County, Texas. In the event of any dispute arising out of or relating to this Memorandum of Understanding, the parties agree to first attempt to resolve this matter in good faith through informal discussions between the District

Superintendent (or designee) and the Foundation President (or designee), to occur within ten (10) business days of written notice of the dispute. If the matter is not resolved within (30) days, the dispute may be escalated to the District's leadership, including the Superintendent and/or Board of Trustees, and the Foundation's Board of Directors for further discussion. If the dispute remains unresolved, the parties may mutually agree to submit the matter to non-binding mediation, with the costs shared equally and bear their own attorney's fees. Nothing herein shall limit either party's right to terminate this MOU in accordance with its terms.

L. General Provisions

1. This MOU constitutes the entire understanding between the parties regarding the subject matter contained herein and replaces and supersedes any prior agreements, oral or in writing. This Agreement may only be amended by written instrument executed by both parties.
2. The pass-through payroll arrangement described herein applies to the Foundation Director, Foundation Specialist, and any future Foundation employees added by mutual written agreement. The Frances Brownlie Program Liaison is a contracted position of the Foundation funded by program-specific funds and is not included in the District payroll arrangement. Nothing in this MOU shall be construed to create a traditional employment relationship between MISD and Foundation staff for purposes of governance, supervision, or disciplinary authority beyond what is expressly provided herein.
3. The Foundation shall maintain on file with MISD current copies of its Certificate of Formation, Bylaws including any amendments and IRS 501(c)(3) determination letter.
4. The Foundation may purchase and sell alcohol and/or alcoholic beverages at or in support of its fundraising events held at facilities other than those owned by the District.
5. The Foundation shall not apply for or accept any grant that requires MISD to contribute or expend any funds, agree to future actions, or hire personnel without first obtaining written authorization from the MISD Superintendent.

AGREED TO this 18th day of June, 20 26.

BOARD OF TRUSTEES
MANSFIELD INDEPENDENT SCHOOL
DISTRICT

BOARD OF DIRECTORS
MANSFIELD ISD EDUCATION
FOUNDATION

By: _____

By: 

Name: Jandel Crutchfield
Title: President

Name: Hamilton Walker
Title: President

Date Signed: _____

Date Signed: 6/18/2026

ATTEST:

ATTEST:

By: _____

By: 

Name: Jason Thomas
Title: Secretary

Name: Trent Tucker
Title: Secretary

