MEMORANDUM OF UNDERSTANDING

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENT
COUNTY OF DENTON	§	

BACKGROUND

WHEREAS, Argyle ISD Education Foundation (the "Foundation") is a non-profit 501(c)(3) charitable organization created, formed and operating under the laws of the State of Texas and applicable Internal Revenue Service Code provisions to solicit, manage and distribute funds for the purpose of enhancing the educational experiences and opportunities of the students of the Argyle Independent School District (the "District").

WHEREAS, the District recognizes the Foundation exists for the purpose of enhancing the educational experiences and opportunities of its students, and therefore desires to enter into this memorandum of understanding with the Foundation regarding the use of facilities and equipment owned and maintained by the District.

WHEREAS, the District is of the belief that authorizing use of its facilities and equipment by the Foundation is a good investment because the value provided in return by the Foundation to the District exceeds costs of the Foundation's use of its facilities and equipment.

NOW, for and in consideration of the mutual promises contained herein and other good and valuable consideration, it is understood, acknowledged and agreed by the Foundation and District as follows:

I. Memorandum of Understanding

- 1. The Foundation is fully and completely independent of the District and shall remain independent of the District at all times.
- 2. The Foundation has adopted bylaws setting forth proper policies and procedures for the Foundation's governing board and said by-laws can be provided to the District if requested.
- 3. The District agrees to lease a room located in the District's administrative office building at the Argyle ISD Administration Building (6701 Canyon Falls Drive, Flower Mound, TX 76226) to the Foundation at a lease rate of \$50 per month through the end of the 2025-2026 school year. In addition to the office space, the Foundation shall be entitled to (i) make use of the District's phone system with a phone number provided for an indirect line, and (ii) make use of the District's copy machines for a set fee of \$.03 per copy if batches exceed 500 pages. Either party shall be entitled to terminate this lease with 90 days advance written notice of intent to terminate.
- 4. If it is requested the Foundation shall provide to the District a copy of its latest IRS Form 990.
- 5. The Foundation makes the funding commitment of \$142,800.00 to the District for the 2025-2026 school year to be utilized as follows:
 - \$114,880.00 to fund a \$350 bonus for the 328 teachers included in the attached document.
 - \$28,000.00 to be used as restricted grant funds for all 7 District campuses. Each campus teacher grant will be \$4,000.00 and grant requests will be made by teachers and must be approved by the campus Principal, District Administration and the Board of Directors for the Foundation.

Title: District Superintendent

6. This Memorandum of Understanding is effective as long as the undersigned District Superintendent and Presidents of the governing bodies for the Foundation and District remain in place. In the event any of the undersigns no longer serve in said positions or titles, this Memorandum of Understanding