

## MEMORANDUM OF UNDERSTANDING

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS	§	

### BACKGROUND

**WHEREAS**, Coppell 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 Coppell Independent School District, a political subdivision of the state of Texas (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 by-laws setting forth proper policies and procedures for the Foundation's governing board and said by-laws have been provided to the District a copy of which is attached here to as Exhibit "A".
3. The District agrees to lease desk space along with storage space located in the District's administrative office building to the Foundation at a lease rate of \$75 per month from June 1, 2022 through May 31, 2023. 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, (ii) a district-issued laptop computer, (iii) use of the District's copy machines, and (iv) use and full access of the District's administrative office building's meeting space(s) and facilities during and after regular business hours. Either party shall be entitled to terminate this lease with 90 days advance written notice of intent to terminate.
4. 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 shall be modified and re-executed by the current Presidents and Superintendent.

EXECUTED and EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Coppell ISD Education Foundation**

By: *Jobby C. Mathew*  
Jobby C. Mathew (May 20, 2022 12:03 CDT)

Name: Jobby Mathew

Title: President

**Coppell ISD Education Foundation**

By: *Jennifer B Fishman*  
Jennifer B Fishman (May 20, 2022 12:00 CDT)

Name: Jennifer Fishman

Title: President-Elect

**COPELL INDEPENDENT SCHOOL DISTRICT**

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

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

Title: School Board President

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

Name: Dr. Brad Hunt

Title: District Superintendent