

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Board of Trustees (“ISD Board”) of the Celina Independent School District (“Celina ISD” or “District”) and the Board of Directors (“Foundation Board”) of the Celina ISD Education Foundation (the “Foundation”) an independent 501(c)(3) nonprofit organization, desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties. The Foundation is organized specifically to support the District by volunteering time, giving financially, and encouraging the community to support the District for the benefit of all students.

In accordance with Celina ISD Board Policy CDC (LOCAL) - All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District.

A. Public Purposes: The Celina ISD Board of Trustees have identified the following educational public purposes for the Celina ISD’s support of the Foundation:

1. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must seek alternative sources of revenue in order to continue and/or enhance its quality education programs.
2. Maximization of alternative revenue sources requires strong community support.
3. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
4. The District has realized intrinsic benefits for teachers and community support from its investment in the Celina ISD Education Foundation.
5. The Foundation has provided numerous donations that benefit Celina ISD students, staff, and instructional programs.
6. Continuation of the momentum achieved in maximizing alternative revenue sources for academic programming through the Foundation requires a continual commitment from the District.

7. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.
 - i. The Foundation will include on its Board of Directors one ex-officio member who is a member of the Celina ISD Board of Trustees, as well as one ex-officio member who is the Superintendent of Celina ISD, or her/his appointed designee.
 - ii. Celina ISD and the Foundation shall meet on an annual basis to discuss the District's contributions to the Foundation - including staff support, benefits for such staff, facilities, supplies, utilities and other non-monetary contributions to the Foundation.
 - iii. The Foundation will provide an annual written report to the Celina ISD Board of Trustees including a cost benefit analysis detailing the District's contributions to the Foundation and the District's return benefit received.
 8. The community's legitimate expectation is that the District supports the Foundation through the Foundation's limited use of facilities, equipment and personnel.
 9. The community realizes a convenience in having the District allow limited use of its facilities by the Foundation.
 10. Solicitations of additional revenue by Foundation directors and personnel relieves the fund-raising burden of the District's Superintendent, administrators, teachers and staff, allowing focus on the District's educational mission.
 11. All additional revenues obtained by the Foundation will be provided by the Foundation for the betterment of the District's students, faculty, staff and schools of Celina ISD.
 12. The District shall have oversight over any individual who represents the District while seeking additional revenue sources.
- B. Commitment: The District receives a return benefit, and the Celina ISD Board agrees to continue to provide the following support to the Foundation, provided that the public school purposes outlined in Paragraph A., above, continue to be met and the controls outlined herein continue to be implemented. Further, the Celina ISD Board maintains the continuing right to refuse to appropriate the necessary funds subject to this MOU in any budget year.

All Celina ISD contribution amounts shall be within the sole discretion of the Celina ISD Board, such contributions shall be monitored by the Celina

ISD Board and recorded in the Celina ISD accounting records as donations to the Foundation, including the following:

1. All of the salary and benefits for the employees of the District serving the _____ Foundation.
2. Office space facilities and utilities for the employees of the District serving _____ the _____ Foundation.
3. All or a portion of the equipment used by the employees of the District serving the Foundation.

C. Responsibilities of Foundation:

1. The Foundation is an independent 501(c)(3) nonprofit educational corporation organized in Celina, Texas for educational and charitable purposes exclusively for the benefit of the District.
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 environment of the District. Out of any given forty (40) hour work week, the employees of the District also serving the Foundation, demonstrated as the “Foundation Director”, shall allocate no more than 20 hours per week of that District employee’s time in the effort to raise funds to serve the mission of the Foundation – including but not limited to, building partnerships, community relationships and serving to build programs resulting in areas of need as identified by the District such as volunteers and partnerships which facilitate the District’s mission in support of students, teachers, and the whole of the District.
3. Except as may be specifically allowed in this Memorandum, the Foundation agrees that it will inform its personnel, and the District personnel providing services to the Foundation, regarding the expectation to follow District policy when representing the District or the Foundation in any capacity. District Policy is available at: <https://pol.tasb.org/PolicyOnline?key=307>.
4. The Foundation agrees that it will continue to recognize the District, its employees, volunteers or students as the beneficiary of its solicitation _____ program.
5. The staff of the Foundation shall not solicit funds for personal gain from current or prospective donors.

6. Separate and apart from the District, the Foundation is tax-exempt under section 501(c)(3) of the Internal Revenue Code, organized and operated exclusively for exempt purposes as set forth in section 501(c)(3), and none of its earnings inure to any private shareholder or individual. The Foundation is not an action organization attempting to influence legislation as a substantial part of its activities and does not participate in any campaign activity for or against political candidates.

D. Controls: The Celina ISD and the Foundation Board agree on the following controls to ensure that a proper public educational purpose is served, that sufficient controls are maintained over the funds provided by the District, and that the District receives a return benefit pursuant to this MOU:

1. The Foundation Director and any support personnel serving the Foundation shall be at-will employees of Celina ISD, under the direct supervision and control of the Superintendent or designee. The Superintendent or designee and the Foundation Board President or designee shall consult with the other party regarding the Foundation Director's, and support personnel's (if any), job performance. Selection or termination of Celina ISD personnel serving the Foundation is a function subject to the sole discretion of Celina ISD following consultation, as needed, with the Foundation Board President. Functional space for any contracted personnel provided by the Foundation is not a guarantee that office space or loaned equipment will be available except by approval of the District.
2. Any personnel who perform services on behalf of the Foundation are under the direct supervision of the Foundation's Director. The Foundation Director will be responsible for job performance appraisals and job scope expansion, and/or redirection of job duties as needed.
 - a. All in-kind contributions of office space, office equipment, or other District resources shall be kept in good workman-like order and condition. Use of District equipment and resources shall not interfere with the District's normal operation, or conflict with the Policies of the District.
3. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies. However, the Foundation may purchase and sell alcohol and/or alcoholic style beverages at or in support of its fundraising events which are held at facilities other than those owned by the District. The Foundation assumes all risk and liability for events offering the sale, purchase or

consumption of alcohol and/or alcoholic style beverages. The Foundation shall maintain general liability insurance to protect the Foundation from any and all issues arising from or related to the events described in this section and shall ensure that the District is named as an additional insured on any such policies of insurance. District Board of Trustees' Policy is available at the following website: <https://pol.tasb.org/PolicyOnline?key=307>.

4. The Celina ISD Board and the Foundation Board hereby designate the Foundation Director of the Foundation as an agent with authority to accept grants to the Foundation for and/or on behalf of Celina ISD. The Foundation Director shall report a summary of all grants received by the Foundation to the Celina ISD Superintendent or designee and provide details of the grant upon request, or in the annual report to the Celina ISD Board.
5. The Foundation shall ensure that, during each fiscal year of its existence, it provides to the District more revenue than the District provides to it, pursuant to this or any agreement, or Celina ISD funding or other support which may, in the Board's discretion, either cease or be decreased for the coming fiscal year. For the purposes of this Agreement, amounts contributed to the District in any fiscal year shall include all Foundation programs or services to benefit Celina ISD grants made in a fiscal year but shall not include monies deposited in retained earnings until those retained earnings are spent for the benefit of the District.
6. Compensation of the Foundation Director shall not be enhanced or supplemented, in violation of law or District policy, by the Foundation. However, the Foundation shall contribute funds to the District, on or before August 31st of each fiscal year, in the exact amount of the Foundation Director's annual salary. Celina ISD will provide the Foundation with a statement of the Foundation Director's annual salary upon request.
7. The Foundation shall provide an IRS Form 990 annually to the District's Superintendent or designee, which shall reflect the District's in-kind contributions (as calculated by the District's finance department) to the Foundation and which shall be reviewed against the District's accounting records to ensure accuracy.
8. The Foundation understands that, because of the District's investment in the Foundation, the documents of the Foundation may be subject to the Texas Public Information Act. Absent any specific exemption, the Foundation agrees to abide by the Texas Public

Information Act to the extent applicable.

- E. Term: The term of this memorandum of Understanding shall be for a period of one year commencing on the effective date, subject to the automatic annual extension of the anniversary date of the effective date each year thereafter unless either party elects not to so extend by written notice to the other no later than 90 days prior to the anniversary date.
- F. Termination: Either party may terminate this MOU following the provision of six (6) months written notice to the other party.
- G. Entire Agreement: This MOU constitutes the entire agreement between the parties pertaining to the subject matter of this MOU and supersedes all prior or contemporaneous agreements and memorandums of understanding of the parties in connection with the subject matter. No modification of this MOU shall be effective unless made in writing and approved and signed by both parties.
- H. Governing Law and Venue: This agreement shall be governed by the laws of the State of Texas and venue for any dispute hereunder shall lie in Collin County, Texas.

AGREED TO this _____ day of _____, 2024.

CELINA ISD BOARD OF TRUSTEES

CELINA ISD EDUCATION FOUNDATION

President

President

ATTEST:

ATTEST:

Secretary

Secretary