

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Splendora Independent School District (the "District"), a Texas public school district, and the Splendora ISD Education Foundation (the "Foundation"), a Texas nonprofit corporation, to memorialize the nature of their relationship, ratify and approve past activities, and mutually acknowledge, for the future, the respective obligations and rights of each party.

RECITALS

WHEREAS, the District is a public school district located in Texas;

WHEREAS, the Foundation is an independent nonprofit corporation organized under the Texas Non-Profit Corporation Act, and exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986;

WHEREAS, the Foundation is organized and operated for the sole purpose of providing support for programs and activities which (i) enhance educational opportunities and (ii) help every child succeed through raising, receiving, and disbursing funds, property, and gifts of any kind exclusively for the benefit of the District;

WHEREAS, the District and the Foundation (collectively referred to as the "Parties") provide and make available certain services and benefits to each other;

WHEREAS, the Parties desire to formalize their relationship to achieve an efficient coordination between them to advance the District's public purposes and to enhance educational opportunities;

WHEREAS, the District has the authority to enter into contracts as are necessary for the efficient management of the District and desires to facilitate the Foundation's efforts to raise funds for the benefit of the District; and

WHEREAS, the Parties desire to achieve efficient coordination between them to advance the District's public purposes and the educational opportunities available to students;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter set forth, the District and the Foundation do hereby stipulate and agree as follows:

A. Term

1. To the extent allowable by state law, this MOU shall remain in full force and effect until terminated by either Party or superseded by a subsequent agreement. Either Party may choose to terminate this MOU by giving at least 60 days advance written notice to the other Party.

2. Upon termination of this MOU, the Foundation shall immediately transmit any District Funds (as defined herein) in its possession to the District or any organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as directed by the District in its sole discretion. This obligation is continuing in nature, and applies to any District Funds received by the Foundation after the termination of the MOU.

B. Public Purposes

The District's Board of Trustees ("Board") has identified the following educational public purposes for the District's support of the Foundation:

1. Because of the uncertainty and restrictions inherent in the District's public funding system, the District must seek alternative sources of revenue 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 gains from its prior investment in the Foundation.
5. The Foundation provides scholarships to District students.
6. Community involvement in raising money for educational programs in and of itself promotes a philosophy of commitment to the District and creates good will and a strong sense of partnership between the community and the District.

7. The community's legitimate expectation is that the District supports the Foundation through the Foundation's appropriate use of facilities, equipment, and personnel.
8. The community realizes a convenience and benefit from the Foundation's use of District facilities and access to District employees.
9. Solicitations of additional revenue by the Foundation relieves the fund-raising burden of the District Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.

10. All additional revenues obtained by the Foundation will be used for the betterment of the District's educational purposes and programs and support of its students.

C. District Responsibilities

The District agrees to the following, provided that the public purposes outlined above continue to be met and the controls continue to be implemented to the satisfaction of the Board, and subject to the Board's continuing right to refuse to appropriate the necessary funds in any budget year. All District contributions shall be monitored by the Board and recorded in the District's accounting records as an expense associated with the Foundation.

1. The District shall pay the annual salary and benefits of one full-time District employee to serve as the Education Foundation Coordinator, subject to the following structured payment and reimbursement schedule:

District Payment	Reimbursement to District by Foundation
100%	50%

2. The District shall provide office space, equipment, and utilities reasonably required for the performance of the Education Foundation Coordinator's job duties and responsibilities.

3. The Education Foundation Coordinator and any support personnel providing services to the Foundation shall be employees of the District under the direct supervision and control of the District Superintendent or his/her designee. Any District employees who provide services to the Foundation shall be subject to all rights and responsibilities of other District employees.

4. The District shall provide reasonable office space, as approved by the District Superintendent, to the Foundation for the purpose of carrying out its obligations hereunder and for its general operations on behalf of the District.

5. The District shall permit reasonable use of District equipment and personnel, with the advance approval of the District Superintendent or his/her designee, as reasonably needed to coordinate the activities of the Foundation with the educational operations of the District. District staff may, with the advance approval of the District Superintendent or his/her designee, reasonably assist from time to time in development programs as may be needed or helpful in coordinating Foundation activities with the operations of the District, all to achieve the expressed educational purpose of the District.

D. Foundation Responsibilities

The Foundation agrees that it will:

1. Use its best efforts to solicit, collect, invest, and administer funds for the benefit of the District and to enrich the District's educational environment, including but not limited to using funds to promote the District's instructional programs and to support the educational activities benefiting the District's students.

2. Recognize the District as the sole beneficiary of its solicitation program and education and financial support.

3. In each fiscal year, if monies allow, contribute more to the District than the value of the District's contribution to the Foundation.

4. Distribute financial resources in compliance with the Foundation's by-laws and mission statement to support programs and activities that promote the educational mission of the District in conformity with the District's Board policy, strategic vision, and other approved documents of the District.

5. Require the Foundation's personnel and the District's personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.

3. The Foundation shall abide by all District policies and procedures related to facility and equipment use, personnel, public information, and all other applicable policies. However, to the extent permitted by law, the Foundation may purchase and sell alcoholic and/or alcoholic style beverages at or in support of its fundraising events that are held at facilities other than those owned by the District.

2. The Education Foundation Coordinator and any support personnel serving the Foundation shall be at-will employees of the District, under the direct supervision and control of the District Superintendent or his/her designee. The Foundation may consult with the Superintendent or his/her designee regarding the job performance of the Education Foundation Coordinator and any support personnel.

1. The Foundation will support the objectives, goals and priorities of the District as communicated to it by the District's Superintendent. The District's Superintendent will monitor utilization and expenditure of the resources made available to the District through the Foundation to ensure that such resources are utilized properly and in accordance with the needs of the District.

F. Controls

4. The Parties acknowledge and agree that the District is the sole and exclusive beneficiary of any and all funds and other assets raised and/or received by, or pledged to, the Foundation at any time prior to and/or during the term of this Agreement (collectively, the "District Funds").

3. The District shall have authority to employ, terminate employment, and set the compensation of the Education Foundation Coordinator and any staff.

2. The Education Foundation Coordinator and any staff will render service on a full-time, regular salary basis to the District in accordance with their respective, District-approved job descriptions.

1. The Parties will maintain their independence of one another to the fullest extent possible, and to the fullest extent possible, neither Party assumes responsibility for the actions of the other Party nor do either of the Parties assume liability for the actions of the other Party's directors, trustees, officers, employees, or agents.

Both Parties expressly agree that:

E. Mutual Responsibilities

9. Maintain its status as a non-profit organization described in Section 501(c)(3) of the Internal Revenue Code as a supporting organization for the District at all times during the Agreement.

8. Seek to heighten community awareness of the District's mission and accomplishments and to promote excellence in education.

7. Reimburse the District for the cost of office supplies used for Foundation business, no later than the 30th day prior to the end of each fiscal year.

6. Reimburse the District the amount equal to 50% of the Education Foundation Coordinator's annual salary and benefits, no later than the 30th day prior to the end of each fiscal year.

4. The Foundation shall use its best efforts to 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. The District may, in the Board's discretion, either cease or decrease funding and support for the coming fiscal year.

5. The Foundation shall provide a five-year plan to the District's Board, updated annually, which shall be presented to the Board at a public Board meeting on an annual basis.

6. The Foundation shall annually provide a cost-benefit evaluation to the District regarding the District's investment in the Foundation and the Foundation's use of this investment for educational public purposes. This evaluation shall be presented annually to the District's Board at a public Board meeting.

7. The Foundation shall provide an Internal Revenue Service ("IRS") Form 990 annually to the Board (within thirty (30) days of filing such form with the IRS), which shall reflect the District's contributions to the Foundation, and which shall be reviewed against the District's accounting records to ensure accuracy. In addition, the completed Form 990 and any audited financial statement will be posted on the Foundation's website within thirty (30) days after filing with the IRS.

8. The District shall determine each year, at the time the District's budget is developed, whether adequate consideration has been received from the Foundation in the previous fiscal year and will likely be received in the following fiscal year, to assist the District Board in determining funding for the coming fiscal year.

9. The Foundation agrees and understands that the Education Foundation Coordinator and any staff of the Foundation shall, only upon request of the Superintendent or his/her designee, research; seek contributions; and/or develop, write, and submit grants related to any educational or other programs and services associated with the District.

10. The Foundation understands that, as a result of the District's investment in the Foundation, the Foundation's documents are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Public Information Act and comply with minimum records retention schedules established by the District.

G. Miscellaneous

1. This MOU shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

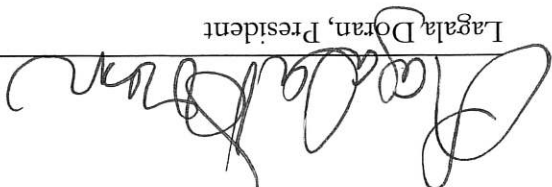
2. Each Party agrees to execute and deliver such agreements, documents, and instruments, and perform such acts, as the other may reasonably request in order to effectuate and carry out the purposes and intent of this MOU.

3. This MOU shall be governed by and construed in accordance with the laws of the state of Texas. The Parties agree that any legal proceeding involving a claim arising from or in connection with this MOU must be brought in a state district court located in Montgomery County, Texas.

4. If any provision of this MOU shall be held to be invalid or unenforceable for any reason: (i) such provision shall be altered, to the minimum extent necessary, to cause it to be valid and enforceable, and (ii) the remaining provisions of this MOU shall continue to be valid and enforceable.

SPLENDORA INDEPENDENT SCHOOL DISTRICT

SPLENDORA ISD EDUCATION FOUNDATION

By: 
Lagala Doran, President

Date: 1/3/2024

By: _____
Allen Wells, Board President

Date: _____

5. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this MOU shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant, or condition of this MOU. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
6. All notices required or permitted under this MOU must be in writing. Any notices given hereunder shall be deemed delivered when (i) delivered in person to an authorized representative of the applicable Party, (ii) deposited in the United States mail, addressed to the appropriate Party at the appropriate mailing address set forth on the signature page hereto, postage prepaid, (iii) delivered to Federal Express, United Parcel Service, or DHL, Worldwide Express, addressed to the appropriate Party at the appropriate mailing address set forth on the signature page hereto, charges prepaid or charged to the sender's account, or (iv) if transmitted by fax or email, when such transmission is electronically confirmed as having been successfully transmitted to the fax or email address set forth on the signature page hereto. Either Party may change its address for notice hereunder by sending notice to the other Party in the manner set forth above.
7. The recitals are incorporated into and made part of this MOU.
8. The terms and conditions set forth in Sections A.2., D.4, D.6, and D.7 of this MOU shall survive the termination of this MOU.