

## MEMORANDUM OF UNDERSTANDING

*Between the*

**Mansfield Independent School District  
and the  
The Mansfield ISD 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;

**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 relieves 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 of 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 the Foundation shall review this MOU each year and may agree on revisions as appropriate.

**C. MISD Commitment:** As further evidence of its dedicated support of the Foundation, the MISD Board agrees that the District shall continue to provide financial and other assistance to the Foundation, provided that the 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. Any monetary support or other assistance MISD agrees to contribute for support of the Foundation shall be within the sole discretion of the MISD Board of Trustees, and the Superintendent. District financial staff shall monitor all District expenditures and other assistance and maintain records of such expenditures and assistance as required by law. MISD will provide the following support to the Foundation:

1. Reasonable office space, furnishings, equipment, facilities (the location of which to be determined by the District) and utilities provided without rental or lease charge for the Foundation's Director 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 the Foundation employees agree to comply with the District's policies regarding use of such systems.

3. Access to MISD meeting facilities for Foundation Board meetings without charge.
4. Opportunities for recognition of the Foundation at appropriate District celebrations, functions, and in publications.
5. Subject to Exhibit "A", attached hereto, Employ at will the Foundation's Director provided the Foundation reimburses the District each month for 100% of the direct costs of employment for such Director (which includes without limitation costs of salary, benefits, state and federal taxes, statutorily required pension/retirement contributions, and other actual costs of employment.) The Director shall report to the Foundation's Board of Directors and the MISD Superintendent's designee who shall oversee the Director from an administrative standpoint. The Director shall be subject to all rules applicable to MISD employees. The Superintendent or designee shall participate on the hiring committee for the Director and the candidate selected must be acceptable to MISD. The Foundation Board of Directors will meet annually to evaluate the Director's performance and salary. The Foundation Board of Directors will provide the Superintendent or designee with a copy of the Evaluation. If the Superintendent or designee disagrees with the evaluation, then the Superintendent or designee and the Foundation President will meet to discuss any disagreements, next steps and outcomes prior to it being delivered to the Director. If the disagreements cannot be resolved, then the Superintendent or designee shall have the final decision regarding any further employment action taken with the Director. Prior to implementing any final decision, the Superintendent or designee will meet with the Foundation President to discuss the final action.
6. Employ at will an Executive Assistant for the Foundation provided the Foundation reimburses the District each month for 100% of the direct costs of employment for such Executive Assistant (which includes without limitation costs of salary, benefits, state and federal taxes, statutorily required pension/retirement contributions, and other actual costs of employment). The Executive Assistant shall report to the Director and shall be subject to all rules applicable to MISD employees.

**D. 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 organization 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 cost of supplies, printing, copying, postage, shipping, and other typical office and operational expenses.
6. Subject to Exhibit "A," the Foundation shall reimburse MISD for 100% of the costs of employment for the Director and Executive Assistant the District employs on behalf of the Foundation. 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 Executive Assistant in the previous month.
7. Each fiscal year, the Foundation shall ensure that it contributes amounts at least equal to the financial and other support that the District provides to the Foundation. The Foundation's annual business plan will include an analysis of the benefits the Foundation returned to the District in the prior year. In the event that such benefits are less than the value of the District's contribution to the Foundation, the MISD Board of Trustees may, in its sole discretion, reduce or cease the District's contribution in the coming year or establish additional controls or restrictions to ensure District funds are maximized.
8. At a minimum of once every five (5) years, the Foundation shall submit to MISD no later than August 31 each year a written business plan that details the Foundation's annual goals and plans for obtaining those goals as well as a summary of progress toward goals and achievements, along with any additional information that the Board or the District may request from time to time.
9. The Foundation, upon request, shall provide to the Superintendent or designee an IRS Form 990 which shall reflect the District's contribution to the Foundation and which shall be reviewed against the District's accounting records to ensure accuracy.

**E. 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 promptly upon obtaining 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.

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

1. **Employees**
  - a. As stated above, the Director and the Executive Assistant are MISD employees. The District shall be solely responsible for reporting and payment of any income, social security, occupational, or any other state, federal, or local taxes owed as a result of its employment of Foundation personnel. Nothing in this Memorandum of Understanding shall be construed to create any employment relationship between MISD and any Foundation employee other than the Director and Executive Assistant or otherwise entitle any Foundation employee, other than the Director and Executive Assistant to participate in any of the District's employee benefit plans or programs.
  - b. The Foundation's employees, volunteers, or board members have no authority to and may not represent or otherwise hold themselves out as employees or agents of the District and shall not enter into any agreement, contract, or obligation of any kind on behalf of MISD. Nor will any Foundation employee, board member, volunteer, or agent have or exercise the authority to supervise or direct the activities of any District employee.
  - c. Except as otherwise expressly provided herein, any MISD personnel who may from time to time provide assistance to the Foundation shall remain employees of MISD, under the direct supervision and control of the Superintendent of Schools or designee. Employees of the District who are working with the Foundation shall not be entitled to receive additional income directly from the Foundation. Any employees of the District who

are supporting the work of the Foundation also shall devote their work time to support the District's mission.

- d. The duties and responsibilities of the Director shall include fiduciary oversight of the activities of the Foundation.
  - e. Any employee, volunteer, or contractor who the Foundation wishes to office in an MISD facility must have a clear criminal history background check. MISD will conduct such checks for Foundation upon the individual's initial employment or engagement and at periodic intervals thereafter as determined by MISD. MISD will not permit on its premises any Foundation employee, volunteer, or contractor who has been convicted of any felony or any misdemeanor involving moral turpitude.
2. The Foundation and its employees, board members, volunteers, and agents shall abide by all policies and procedures of the District related to facility and equipment use, use of electronic communications systems, equal employment opportunity, and any other applicable policies. However, the Foundation may purchase and sell alcohol 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.
  3. The Foundation and its directors, employees, agents, and volunteers shall comply with all applicable federal, state, and local laws.
  4. The MISD Board and the Foundation Board hereby designate the Director of the Foundation as the fiscal agent with the authority to accept grants to the Foundation. The Foundation without first collaborating with the District shall not apply for or accept any grant that requires MISD to contribute or expend any funds, agree to actions in the future, or hire personnel without first obtaining the written authorization from MISD's Superintendent or designee.
  5. The Foundation shall ensure that during each fiscal year of its existence, it provides to the District (or for the benefit of the District) more revenue than the District provides to it, pursuant to this or any other agreement. If the Foundation fails to do so, MISD reserves the right to reduce or cease funding or other support to the Foundation in the coming fiscal year. For purposes of this Agreement, amounts contributed to the District in any fiscal year shall include all Foundation programs or services to benefit MISD grants made in a fiscal year but shall not include money deposited in retained earnings until those retained earnings are spent for the benefit of the District.
  6. This MOU, and the attached Exhibit "A," contains the complete agreement of the parties with respect to 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BOARD OF TRUSTEES  
MANSFIELD INDEPENDENT SCHOOL  
DISTRICT

BOARD OF DIRECTORS  
MANSFIELD ISD EDUCATION  
FOUNDATION

By: \_\_\_\_\_  
Name: Keziah Farrar  
Title: President

By: Elena Fernandez  
Name: Elena Fernandez  
Title: President

Date Signed: \_\_\_\_\_

Date Signed: 12/12/2024

ATTEST:

By: \_\_\_\_\_  
Name: Craig Tipping  
Title: Secretary

ATTEST:

By: Ann Jewell  
Name: Ann Jewell  
Title: Secretary

Date Signed: \_\_\_\_\_

Date Signed: 12/12/24



## EXHIBIT "A"

This Exhibit "A" is attached to and incorporated in the Memorandum of Understanding ("MOU") 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 MISD Education Foundation (the "Foundation").

### **Limitation on Responsibilities of Foundation:**

The Foundation agrees that during the term of Jennifer Kurecka's employment as the Director of the Foundation, the Foundation shall reimburse MISD for 100% of the costs of employment for the Director the District employs on behalf of the Foundation at an amount equal to \$71,174.00 plus the cost of benefits, "Base Amount". In addition to the Base Amount the Foundation will be responsible for any increases in salary (raises) or cost of benefits provided to the Director of the Foundation during Ms. Kurecka's term of employment in that position. Such reimbursement will 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 in the previous month.

### **Additional MISD Commitment:**

During the term of Jennifer Kurecka's employment as Director of the Foundation, the District agrees to be responsible for any amount of salary and benefits, as defined in the MOU, provided to Ms. Kurecka over and above the Base Amount paid by the Foundation as stated above. This commitment will expire upon Ms. Kurecka termination as Director.