

MEMORANDUM OF UNDERSTANDING

A. **Public Purposes**

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's Board of Trustees ("School Board") recognizes the Foundation exists for the purpose ("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, 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 the quality of its education programs. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from 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:

B. **District and Foundation Commitment**

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 provide the following support ("Support") to the Foundation:
 - lease desk space along with storage space located in the District's administrative office building to the Foundation at a lease rate of \$100 per month from September 1, 2024, through August 31, 2025.

- use of the District's phone system with a phone number provided for an indirect line
- a district-issued laptop computer
- use of the District's copy machines
- use and full access of the District's administrative office building and other CISD campus 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. The District will provide the Support, provided that:

- a. the Public Purposes continue to be met;
- b. the District continues to receive adequate benefits; and
- c. the Foundation continues to implement sufficient controls.

C. Controls

In order to ensure that a proper public purpose is served by this Agreement, the following controls will be provided.

1. The Foundation agrees to undergo an internal review by the financial affairs and Endowment Finance Committee at least once in each fiscal year in such a manner as may be deemed necessary or appropriate. Not later than six (6) months after the close of each fiscal year, the Board of Directors shall furnish to the School Board copies of it's financial statements for its immediately preceding fiscal year.
2. The Foundation will abide by all policies and procedures of the District, including but not limited to policies regarding facility and equipment use, personnel, and public information. The Foundation will immediately report to the Superintendent or the Superintendent's designee any actual, suspected, potential or alleged failure to comply with District policies and procedures.
3. The Foundation will provide the School Board with an annual strategic plan which shall be presented to the School Board at its meeting.

This Memorandum of Understanding is effective as long as the undersigned District Superintendent and President 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 President and Superintendent.

EXECUTED and EFFECTIVE this _____ day of _____.

COPPELL ISD EDUCATION FOUNDATION PRESIDENT

By: _____

Name: _____

Date: _____

COPPELL ISD SUPERINTENDENT

By: _____

Name: _____

Date: _____

COPPELL ISD BOARD PRESIDENT

By: _____

Name: _____

Date: _____

COPPELL ISD BOARD SECRETARY

By: _____

Name: _____

Date: _____