

MEMORANDUM OF UNDERSTANDING

THE STATE OF TEXAS
COUNTY OF DENTON

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KNOW ALL MEN BY THESE PRESENTS

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 hereto as Exhibit "A".
3. The District agrees to lease desk space located in the District's administrative office building to the Foundation at a lease rate of \$75 per month from June 1, 2018 through May 31, 2019. 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, and (ii) make use of the District's copy machines. 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 June, 2018.

Coppell ISD Education Foundation

By: Rosie Stevens

Name: ROSIE STEVENS

Title: **Foundation President** _____

COPPELL INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: **School Board President** _____

By: _____

Name: _____

Title: **District Superintendent** _____