



5515 Ohio Drive  
Frisco, Texas 75035  
469.633.6000  
469.633.6050 (fax)  
www.friscoisd.org

**MEMORANDUM OF UNDERSTANDING  
FRISCO ISD COUNCIL OF PTAS and FRISCO INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is made and entered into between Frisco Independent School District ("FISD"), a public school district, and Frisco ISD Council of PTAs ("Council"), for the express purpose of providing Frisco ISD Clothes Closet ("Program"). For the purposes of this MOU, FISD and Council shall be collectively referred to as "Parties," or individually as "Party."

1. **Purpose**

- a. The Frisco ISD Council of PTAs Closet will provide clothing benefitting the students of Frisco Independent School District that have limited resources.

2. **Term**

- a. This MOU shall commence on the last date signed by the parties ("Effective Date") and shall continue in full force and effect for one year, unless terminated earlier in accordance with the provisions of this MOU.

3. **Termination**

- a. Convenience. Either party hereto may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4. **Duties and Responsibilities**

- a. Council
  - i. Council shall provide all furniture and fixtures necessary for the storage and display of clothing.
  - ii. Council shall provide all cleaning supplies to sanitize room, storage fixtures and cleaning of all clothing items.
  - iii. Council shall provide and supervise all volunteers for the Program. Volunteers may be comprised from a combination of FISD Students, Aspire students, Council members, local PTA members, and community volunteers.
    - i. Aspire students shall be supervised by Aspire instructors and job coaches
  - iv. Council shall be responsible for pickup and distribution of donated items.
  - v. Council shall operate the Program during school hours on agreed upon designated days. Events or operations at the Program location, outside of normal school hours, shall be approved and agreed upon in advance by FISD.



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- vi. Council shall submit all district-wide communications about the Program for final approval to FISD.
- vii. Council shall not solicit funds from businesses with established FISD relationships, as per the FISD PTA Guidelines' "Do Not Solicit List."
- viii. Council shall comply with all applicable federal, state, and local laws, and shall comply with all FISD Board of Trustees policies, rules, and regulations.
- ix. Council, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by FISD as confidential and shall not disclose any such information to a third party without the prior written approval of FISD, except as required by law. In carrying out duties, Council shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and FISD Board of Trustees policy, rules and regulations.
- x. If applicable, during the term of this Agreement, Council shall maintain records to verify that each employee, contracted personnel or volunteer who is engaged or utilized by Council to provide Program pursuant to this Agreement will undergo yearly Criminal Background Checks ("Criminal Checks") in compliance with Texas Education Code. Prior to the initiation of services under this Agreement, Council shall certify to FISD in writing that all Council employees, contracted personnel or volunteers have passed such required Criminal Background Checks.

b. FISD

- i. FISD will provide a designated area for the Program to include a primary Program location and a workroom.
- ii. FISD will maintain responsibility for communications with businesses that have an established relationship with FISD, as per the FISD PTA Guidelines' "Do Not Solicit List."
- iii. FISD will approve all community advertisement of the Program prior to release if advertisements include the FISD Logo.
- iv. FISD will coordinate all district-wide campus communications related to the Program.
- v. FISD will provide the Frisco Threads Committee with up to 10 staff badges for access to Acker during their drop off day and shopping day.
- vi. FISD will provide two door keys to open the three rooms that Frisco Threads uses at Acker.



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**5. Insurance**

- a. Throughout the term of this agreement, Council shall maintain, at its sole cost and expense, a policy or policies of general comprehensive liability insurance with limits of not less than \$1,000,000.00. Council shall list the other as an additional insured under the party's general commercial liability insurance policy(ies). Council shall further maintain Abuse and Molestation coverage at levels approved by FISD. Such policy or policies shall be written by an insurance company or companies reasonably satisfactory to FISD and licensed to do business in the State of Texas.
- b. Council shall provide FISD, thirty (30) days prior to commencement of performance of this Agreement, a certificate or certificate(s) of insurance evidencing required insurance coverage, in a form reasonably satisfactory to FISD. Throughout the term of this Agreement, Council shall provide an updated certificate of insurance coverage upon expiration of the current certificate.
- c. Council will insure its own equipment.

**6. Indemnification**

- a. Council hereby indemnifies and holds FISD and FISD's affiliates and their respective officers, directors, agents, employees and contractors harmless from and against any and all third party claims, demands, liabilities, and expenses, including reasonable attorneys' fees and litigation expenses for any asserted personal injury of any kind, any other injury, death of any person, or property damage or any kind, (collectively "claims") arising from the negligence or misconduct of Council or its officers, directors, agents, employees, or contractors occurring on Frisco ISD property or during any and all activities related to the Program regardless of location. In the event any action or proceeding shall be brought against FISD by reason of any such claim, Council shall defend the same at Council's expense. Counsel will be selected by Council's insurance carrier if the defense is provided under Council's insurance policy.
- b. In the event a Claim is determined by a court of competent jurisdiction to have been caused by the negligence of both Parties, the relative financial burden of the Claim shall be attributed equitably between the Parties in accordance with the principles of comparative negligence.

**7. Independent Contractor**

- a. FISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Council. Council shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the FISD. Council shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. FISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither Council nor FISD shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.



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8. **Notices**

- a. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, c/o the designated person listed below; or (2) received by the other party by United States Mail, certified or registered, return receipt requested, addressed as follows:

**FISD**

Attn: Legal Affairs Department  
5515 Ohio Drive  
Frisco, TX 75033

**FISD Council of PTAs**

Attn: Cyndi Arakas  
PO Box 44  
Frisco, TX 75034

9. **Governing Law and Venue**

- a. This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Collin County, Texas or the United States District Court for the Northern District of Texas.

10. **Severability**

- a. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions which can be given effect without the invalid provisions shall not in any way be affected or impaired.

11. **Force Majeure**

- a. FISD and Council shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

12. **Headings Not Controlling**

- a. Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

**By execution of this MOU below, each party acknowledges that the foregoing expresses the principal understandings between FISD and Council and their shared goal to work collaboratively.**



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**The foregoing does not necessarily express all of the understandings between the parties now or in the future and the parties further agree that, if and when issues arise that seem to be of a nature that expression of the parties' shared understanding would be beneficial, the parties may amend or supplement this MOU by writing an addendum signed on behalf of both parties.**

**Accepted and Agreed:**

COUNCIL

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

FISD

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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