

FRISCO ISD AND FRISCO EDUCATION FOUNDATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Frisco Independent School District ("Frisco ISD" or "District") Board of Trustees ("ISD Board") and the Board of Directors ("Foundation Board") of the Frisco ISD Education Foundation (the "Foundation"), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

A. Public Purposes: The Frisco ISD Board of Trustees have identified the following educational public purposes for the District's support of the Foundation:

1. 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 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 intrinsic benefits for teachers and community support from its investment in the Frisco ISD Education Foundation.
5. The Foundation has provided to the District numerous grants and donations that benefit Frisco ISD students, staff, and instructional programs.
6. Continuation of the momentum achieved in maximizing alternative revenue sources for academic programming through the Foundation requires a continual commitment from the District.
7. Community involvement in raising money for educational programs and college scholarships achieves a concurrent psychological and philosophical investment in the District and its students.
8. The community's legitimate expectation is that the District supports the Foundation through the Foundation's use of facilities, equipment and personnel.
 - a. No more than 20 hours per week of District employees' time will be utilized in the effort to raise funds to serve the mission of the Foundation. The employees of the District also serving the Foundation, demonstrated as the Community Relations Director and Programs Specialist shall allocate no more than 20 hours per week in the area of building partnerships, community relationships, alumni organization, and serving to build programs resulting in areas of need as identified by the District such as volunteers, and partnerships which facilitate the District's mission in support of students, teachers, and the whole of the District. Employees who work

for both the Foundation and the District should provide an annual summary of their work to demonstrate appropriate allocation of time between Foundation and District duties.

9. The community realizes a convenience in having the District allow limited use of its facilities by the Foundation.
 10. Solicitations of additional revenue by Foundation directors and personnel relieves the fund-raising burden of the District's Superintendent, administrators, teachers and staff, allowing focus on the District's educational mission.
 11. All additional revenues obtained by the Foundation will be provided by the Foundation for the betterment of the District's educational programs and its students.
 12. It is essential that the District have oversight over any individual who represents the District or the Foundation in seeking additional revenue sources.
- B. Commitment: The District receives a return benefit and the Frisco ISD Board agrees to continue to provide the following support to the Foundation, provided that the public purposes outlined in Paragraph A, above, continue to be met and the controls outlined herein continue to be implemented. Further, the Frisco ISD Board maintains the continuing right to refuse to appropriate the necessary funds subject to this MOU in any budget year. All ISD contribution amounts shall be within the sole discretion of the Frisco ISD Board, such contributions shall be monitored by the Frisco ISD Board and recorded in the ISD accounting records.
1. All of the salary and benefits for the employees of the District serving the Foundation.
 2. Office space facilities, equipment, and utilities for the employees of the District serving the Foundation.
 3. Network connections, Frisco ISD licensed software, email, etc. will be provided by Frisco ISD.
 4. Consumable supply costs will be shared by Frisco ISD and the Foundation.
 5. Fees for consulting services in order to maximize the fundraising and marketing strategies that will ultimately benefit the students of the District.
 6. Fees associated with conferences as defined by TEA and dues to membership organizations.
 7. Employees of the District who are serving the Foundation shall not be entitled to receive supplemental compensation directly from the Foundation.

C. Responsibilities of Foundation:

1. The Foundation is a nonprofit educational corporation organized in Collin County for educational and charitable purposes exclusively for the benefit of the District and its students.
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 environment of the District and its students.
3. The Foundation agrees that it will require its personnel and the District 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.
4. The Foundation agrees that it will continue to recognize the District and its students as the sole beneficiary of its solicitation program.
5. The Foundation agrees to annually reimburse the District \$40,000.00 for shared office space facilities, equipment, and utilities for the employees of the District serving the Foundation.

D. Controls: The Frisco ISD Board and the Foundation Board agree on the following controls, to ensure that a proper public educational purpose is served, sufficient controls over the funds provided by the District, and that the District receives a return benefit pursuant to this MOU:

1. The Community Relations Director and any support personnel serving the Foundation shall be at-will employees of District, under the direct supervision and control of the Chief Communications Officer with direction from the Foundation Board of Directors. The Chief Communication Officer may consult with the Foundation Board regarding the annual job performance evaluation of any employee of Frisco ISD serving the Frisco Education Foundation.
 - a. Functional space for any contracted personnel by the Foundation is not a guarantee that office space, storage space, or loaned equipment will be available except by approval of the District. In the event the District is unable to continue to provide office space or storage space to the Foundation, the District shall provide the Foundation sixty (60) days advance notice of the termination of in-kind office or storage space usage by the Foundation. All in-kind contributions of office space, storage space, office equipment, or other District resources shall be kept and utilized by the Foundation in good workman-like order and condition. Use of District equipment and resources shall not interfere with the District's normal operation, or conflict with the Policies of the District. Individuals who are exclusively employees of the Foundation will be provided with access to the office space and storage space made available to the Foundation by the District only after completion of a criminal background check. This criminal background check

should be completed to the standard specified by Texas Government Code Section 411.12505.

2. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
 - a. The Foundation assumes all risk and liability for events offering the sale, purchase or consumption of alcohol and/or alcoholic style beverages. In addition, the Foundation shall ensure that no District students are invited to, or attend, any events offering the sale, purchase or consumption of alcohol and/or alcoholic style beverages.
3. The Frisco ISD Board and the Foundation Board hereby designate the director of the Foundation as the fiscal agent with the authority to accept grants to either the Foundation or on behalf of the District. The director shall report all grants received to the ISD and provide details of the grant in a report to the Frisco ISD Board as requested.
4. The Foundation shall provide the ISD Board with an annual update which shall be presented to the Board at a public Board meeting.
5. The Foundation shall provide an IRS Form 990 annually to the ISD Board, which shall reflect the District's contributions to the Foundation, and which shall be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 will be posted on the Foundation's website within one month after filing with the Internal Revenue Service.
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 or public purposes. This evaluation shall be presented annually to the ISD Board at a public Board meeting.
7. The District shall determine each year, at the time of development of the District's budget, 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 Board in determining funding for the coming fiscal year.
8. The Foundation understands that, as a result of the District's investment in the Foundation, the documents of the Foundation are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Public Information Act.

AGREED TO this 8th day of June, 2026.

FRISCO ISD BOARD OF TRUSTEES

President

ATTEST:

Secretary

FRISCO EDUCATION FOUNDATION

President

ATTEST:

Secretary