

## MEMORANDUM OF UNDERSTANDING

Between Willis ISD Education Foundation and Willis Independent School District

This Memorandum of Understanding ("MOU") is entered into by and between the Willis Independent School District and its Board of Trustees ("Willis" or the "District") and the Willis ISD Education Foundation a/k/a Willis Education Foundation ("WEF" or 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.

### Recitals:

Whereas, the District is a public school system in Texas; and

Whereas, the Foundation is an independent nonprofit corporation organized under Texas Business Code (hereinafter called the "Act"), and exempt from taxation pursuant to the Internal Revenue Code 501(c)(3); and

Whereas, the Foundation is organized and operated exclusively for educational purposes and to receive and disburse funds, property and donations of any kind exclusively for the benefit of the District, and

Whereas, the Parties desire to formalize their relationship to achieve efficient coordination between them to advance the District's public purposes and to foster the educational and cultural programs and services of the District;

Now therefore, in consideration of the mutual covenants, promises and conditions herein contained, the District and the Foundation agree as follows:

### A. Public Purposes

The Willis ISD Board has 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. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
3. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the District.
4. The Foundation is a nonprofit education corporation organized in Montgomery County for educational and charitable purposes. The Foundation invests time and resources to generate and improve community support for creating alternative revenue sources that benefit the District and its students.
5. The Foundation, its officers, and volunteers invest time and resources to generate and improve community support for creating alternative revenue sources that benefit the District, its staff, and ultimately its students.
6. In that the Foundation serves the best interest of Willis students, the District supports the Foundation through the Foundation's reasonable use of personnel, office space, meeting and event facilities, office supplies and equipment, web design/hosting, and transportation.
7. Solicitations of additional support for the District, including revenue, funds and goodwill, by the Foundation aids and enhances District's community-relations, fund-raising and philanthropic endeavors and relieves and assists the District's superintendent, administrators, teachers and staff in this regard, leaving them free to focus on the District's educational mission.

8. Revenues generated and obtained by the Foundation will be utilized, as directed by WEF's Board, to be provided for the betterment of the District's educational program, to enhance and improve employee morale, to facilitate student achievement and skill development, and to encourage excellence and provide opportunities for District staff.
9. The District has realized gains from its assistance to the Foundation.

### **B. Responsibilities of the District**

The District agrees to provide the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented, and subject to the District's continuing right to refuse to appropriate the necessary funds in any budget year. All contribution amounts shall be within the sole discretion of the District, which contribution shall be monitored by the District and recorded in the District's accounting records as donations to the Foundation.

1. The District shall share annually with the Foundation its strategic plan, institutional priorities and projects, and resource requirements, so that the Foundation may represent the direction and needs of the District to donor prospects and align its programs and campaigns consistent with the strategic objectives of the District.
2. The District shall provide office space, office equipment and furniture, computer, appropriate internet access, telephone usage, web design/hosting, and utilities for the District employees serving the Foundation.
3. The District agrees to display the WEF logo along with appropriate District related advertisement or sponsored events, such as the WISD website. A webpage on the District website will be dedicated to the Foundation for Foundation purposes.
4. The District shall provide use of conference rooms for activities and meetings of the Foundation and other facilities and resources as approved by the Superintendent or designee.
5. The District shall provide use of copiers for printing needs.
6. The District will promptly alert the Foundation to prospective donations, so that each opportunity for enhancing donation potential and donor relations is fully recognized.

### **C. Responsibilities of the Foundation**

The Foundation agrees to provide the following to the District, provided the public purposes continue to be met and the controls continue to be implemented. If the District refuses to appropriate the necessary funds in any budget year, the impact and responsibilities of the Foundation to the District may be lessened in accordance.

1. The Foundation is a nonprofit educational corporation organized in 2009 for educational and charitable purposes exclusively for the benefit of the District.
2. The Foundation agrees that, in each of the Foundation's fiscal years, the Foundation shall contribute more to the District than the value of the District's contribution to the Foundation or funding may, in the School Board's discretion, either cease or be decreased for the coming fiscal year. For purposes of this Agreement, amounts contributed to the District in any fiscal year shall include all grants to teachers, educational programs, and all payments to an endowment fund made in that fiscal year but shall not include monies deposited into retained earnings until those retained earnings are spent for the benefit of the District through a teacher grant, educational program or endowment payment.
3. The Foundation agrees that, it will execute a new MOU every three years in February.

4. 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.
5. The Foundation agrees that, during the term of this MOU, the Foundation shall conduct and fund educational programs and projects aligned with the Districts educational philosophy and curriculum.
6. The Foundation agrees that it will require the District personnel providing services to the Foundation to follow all District policies and procedures when representing the District or the Foundation in any capacity.
7. The Foundation agrees that it will continue to recognize the District as the sole beneficiary of its solicitation programs.
8. For the purposes of this MOU, amounts contributed for the benefit of the District, may include all grants to teachers, scholarships, support for educational programs and all payments to Willis ISD Education Foundation endowment fund(s).
9. The Foundation shall be solely responsible for obtaining financial and legal advice independent of the District.
10. The Foundation shall consult with the District before accepting any gift for the benefit of the District that contains obligating terms or conditions that would obligate or put conditions on the district in any way. The Foundation understands that the School Board has the final authority to accept or reject any obligating and/or conditional donation, and final authority on how any donation is used.

#### **D. Controls**

The Willis ISD Board and the Foundation Board agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

1. The Willis ISD Education Foundation President or the Foundation Director may consult with the Superintendent or her designee regarding job performance of District personnel serving the Foundation.
2. The Willis ISD Superintendent or designee will serve in an ex officio capacity on the Foundation board.
3. The Foundation shall abide by all District policies and procedures related to facility and equipment use, personnel, public information, and all other applicable policies.
4. The Willis ISD Board and the Foundation Board hereby designate the Foundation Director as the liaison between the Foundation and District.
5. The Foundation shall provide an annual report, proof of D&O insurance, bookkeeper, and a CPA for taxes which shall be presented to the Willis ISD Board of Trustees and Superintendent after the conclusion of each fiscal year.
6. The Foundation shall provide an IRS Form 990 annually to the Willis 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 available online.

7. The Foundation agrees and understands that the Foundation Director shall, outside of their work with the Foundation and solely as an employee of the District, perform duties in support of educational programs to further the District's educational mission in alignment with the job description.
8. 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 Foundation Board in determining funding for the coming fiscal year.

**E. Term and Termination**

1. This MOU shall have an initial term of one year beginning on the effective date and may be renewed upon approval of the District for additional terms, each of the three-year duration, by written agreement signed by each party.
2. This Agreement may be terminated by either party by giving 90 days written notice to the other party.
3. The Parties shall review the terms of this Agreement per the terms stated.
4. This Agreement shall continue in place for the duration of the term in the event of a new superintendent. The Agreement remains with the District.

**F. General Provisions**

1. To ensure effective achievement of the items of the Agreement, the District and the Foundation officers and board members shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communication and alignment of priorities.
2. The relationship of District and the Foundation is limited to that which is set forth herein. No action(s) or undertaking(s) of either party will be construed to create or suggest a partnership, expressed or implied.
3. As separately incorporated organizations, neither District nor Foundation intends nor will either District or Foundation profess a right to obligate or bind the other party; any suggestion of such, orally or in writing, will be considered void and of no further legal effect.
4. If any provision of Agreement is held to be in violation of the Constitution of the State of Texas or any laws of the State of Texas, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

Agreed to this 13 day of May, 2021.

WILLIS ISD SCHOOL BOARD

  
 \_\_\_\_\_  
 President or Designee

WITNESS:

  
 \_\_\_\_\_  
 Secretary

FOUNDATION

  
 \_\_\_\_\_  
 President or Designee

WITNESS:

  
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 Secretary