

Gilbert Unified School District # 41 (GPS)
and
Gilbert Education Foundation (GEF)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by, and between, **the Gilbert Unified School District # 41 (GPS)** and the **Gilbert Education Foundation (GEF)**.

RECITALS

- A. The GEF is a nonprofit IRS 501 (c)(3) Tax ID #86-1023126 corporation organized in Maricopa County for educational and charitable purposes. The GEF invests time and resources to generate and improve community support that benefits GPS and its students.
- B. GPS has historically derived a number of benefits from the activities of GEF commensurate with any benefits GPS has provided to GEF and desires to continue to do so.
- C. GPS wishes to formalize its relationship with GEF as its designated fundraising partner.
- D. This MOU will be governed by the laws of the State of Arizona.

AGREEMENT

In consideration of the mutual promises of the parties, the parties agree as follows:

Gilbert Public School District (GPS)

- 1. The GPS welcomes financial contributions from the GEF to enhance its quality education programs and to support strategic priorities.
- 2. The GPS agrees to support the GEF through the GEF's limited use of office space, cell phone, equipment and limited personnel support as needed and agreed upon (i.e. Communications, Technology, etc.) and in compliance with applicable GPS policies.
- 3. GPS anticipates gains from its assistance to the GEF but understands as an independent 501(c) (3) organization, the board of directors of GEF determines where funds raised by GEF will be allocated to benefit GPS students, teachers and programs.
- 4. GPS Governing Board agrees to annually appoint a Board Liaison to GEF. The Board Liaison will not be a voting member of the GEF board of directors.


Gilbert Education Foundation (GEF)

- 1. The GEF agrees to use its best efforts to solicit, collect, invest and administer funds, which shall be used to enhance the educational environment of GPS.

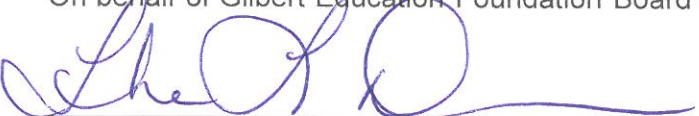
2. The GEF agrees that it will require its personnel and the GPS personnel providing limited services to the GEF to follow all policies and procedures of the GPS when representing the GPS or the GEF in any capacity.
3. The GEF has fiduciary responsibility for the operation of the GEF and the sole authorization of the expenditures of funds.
4. The GEF shall conduct its activities in such a manner to maintain its status as a tax exempt, charitable organization under state and federal laws.
5. The GEF shall provide GPS with a copy of its annually filed IRS 990 tax return, through the GPS Board liaison.
6. The GEF shall abide by all policies and procedures of GPS related to facility and equipment use, personnel, public information, and all other applicable policies.
7. GEF agrees to support the GPS Strategic Operating Plan priorities by considering allocations from designated external contributions.
8. GEF agrees to pursue shared staffing with GPS when appropriate, to attain mutual goals. Examples of such a shared staff position would be Grant Writer, Alumni Relations Coordinator, Parent University Coordinator, Events Coordinator, as well as other positions in the future.

This MOU shall remain in effect until June 30, 2021 unless terminated by either party with 90 days written notice. This MOU, including those provisions herein which survive termination, sets forth the entire agreement between the parties. This MOU is governed by Arizona law without regard to its conflict of law provisions. If any one or more covenants, terms or provisions of this MOU shall be held to be illegal or against public policy or shall for any reason be held invalid or unenforceable, then such covenants, terms, and provisions shall be deemed severable from the remaining covenants, terms, and provisions of this MOU, and such holding shall in no way effect any of the other covenants, terms, or provisions of the agreement.

AGREED TO this 19th day of October, 2016.



Brian Traub, GEF President
On behalf of Gilbert Education Foundation Board of Directors



Theresa Dootson, Executive Director
On behalf of Gilbert Education Foundation



Lily Tram, GPS Governing Board President
On behalf of Gilbert Unified School District # 41



Dr. Christina M. Kishimoto, Superintendent
On behalf of Gilbert Unified School District # 41