

MEMORANDUM OF UNDERSTANDING
BETWEEN THE STILLWATER PUBLIC EDUCATION FOUNDATION AND
THE STILLWATER PUBLIC SCHOOL DISTRICT

STILLWATER PUBLIC EDUCATION FOUNDATION referred to as "SPEF", a private nonprofit corporation operated for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, and between Independent School District #16 of Payne County, Oklahoma (STILLWATER PUBLIC SCHOOLS) referred to as "District", hereby enter into the following agreement:

WHEREAS, SPEF is a non-profit organization with the singular purpose of advancing education, and to further other charitable and school activity purposes, in the field of public education as pertaining to the Stillwater Public School System, Stillwater, Oklahoma; and,

WHEREAS, SPEF has agreed to provide grants and gifts to benefit the District's student programs, students and staff, and desires to continue to do so; and

WHEREAS, The District, through its Board of Education, is authorized to enter into agreements to provide support to the SPEF's efforts in consideration for such grants and gifts; and

WHEREAS, Oklahoma law permits the District to provide space in a District building or on District property to SPEF for office or business purposes in exchange for the financial benefits provided to the District by SPEF if approved by the Board of Education and made part of the minutes of the meeting of the Board; and

WHEREAS, The District deems that SPEF's gifts and grants are of tremendous benefit to the District's student experience and the mission to champion the academic and personal growth for every student, and further deems that such efforts by SPEF are more than adequate consideration for the District's support of SPEF's efforts through the use of District facility space; and

NOW, THEREFORE, in consideration of the recitals, mutual agreements, covenants, and conditions contained herein, the parties enter into this agreement to facilitate SPEF's efforts to raise funds to benefit the District:

- I. The District agrees to:
 - a. Allow the use of office space, basic furniture, and a telephone in a District facility to house the SPEF employee responsible for fundraising activities and such other property as may not be needed for direct District uses but can be of assistance in facilitating SPEF fundraising activities.
 - b. SPEF may also buy its own equipment and install the same within its office space, subject to approval by the District's Chief Financial Officer. Computer and printer technology requirements shall be coordinated with the District.

- II. In return for the services to be provided by the District, SPEF agrees to:
 - a. Remain an active organization which has the purpose of financially and otherwise aiding the educational efforts of the district and increasing its efforts to raise funds to benefit the District;
 - b. Coordinate SPEF activities within the District;
 - c. Provide the District access to Foundation financial records;
 - d. Recognize that District supervision over Foundation activities conducted on District premises is required by law.

- III. Term of Agreement
 - a. The term of this agreement shall commence on July 1, 2025, and continue through June 30, 2026, at which time it may be renewed by mutual consent and ratification of the parties in one-fiscal year increments.

Agreed to by:

By: _____
Roberta Douglas
President, Stillwater Board of Education

By: _____
Emily Lewis
Executive Director, Stillwater Public Education Foundation