

MEMORANDUM OF UNDERSTANDING
HITCHCOCK ISD EDUCATION FOUNDATION, INC.
2026-2027

This Memorandum of Understanding is entered into by and between the Board of Trustees of the Hitchcock Independent School District and the Board of Directors of the Hitchcock ISD Education 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 Purpose: The Board of Trustees 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. 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 gains from its investment in the Hitchcock ISD Education Foundation.
5. The Foundation will provide grants to the District for a variety of educational programs specifically designed to enhance teaching and learning in the classroom.
6. The Foundation will financially support and work in partnership with College of the Mainland Education Foundation to provide a tuition and fee exempt college degree or certification program for Hitchcock High School graduates under the Opening Doors Promise Scholarship program.
7. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continued commitment from the District.
8. Community involvement in raising money for education, achieves a concurrent psychological and philosophical investment in the school district.
9. The community's legitimate expectation is that the District supports the Foundation through the Foundation's limited use of facilities, equipment and personnel.
10. The community realizes a convenience in having the District allow use of its facilities by the Foundation.
11. Solicitations of additional revenue by Foundation directors and personnel relieves the fundraising burden of the District's Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.
12. All additional revenues obtained by the Foundation will be provided by the Foundation for the betterment of the District's education programs.

B. Commitment: The District agrees to continue 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 Board of Trustees' continuing right to refuse to appropriate the necessary funds in any budget year. All District contribution amounts shall be within the sole discretion of the Board of Trustees. Such contribution shall be monitored by the Board of Trustees and recorded in the District's accounting records as donations to the Foundation. At such time as an executive director is employed, the District will provide the following:

1. Office space, facilities and utilities for the Executive Director serving the Foundation.
2. All or a portion of the equipment used by the Executive Director serving the Foundation.

C. Responsibilities of Foundation:

1. The Foundation is a public, nonprofit, education corporation, organized in the State of Texas for education and charitable purposes, exclusively for the benefit of the District.
2. The Foundation agrees that during the term of the 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.
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 as the sole beneficiary of its solicitation program.

D. Controls: The Board of Trustees and the Foundation Board agree on the following controls to ensure that a proper public educational purpose is served by this arrangement:

1. The Foundation shall abide by all policies and procedures of the District related to facility and equipment uses, personnel, public information and all other applicable policies.
 - a.) The Executive Director will not interfere or disrupt district personnel while performing duties.
 - b.) The Executive Director shall not enter campuses without prior announcement to and permission from the administrator of the campus.
2. The Board of Trustees and the Foundation Board shall hereby designate the Executive Director or coordinator of the Foundation, as the fiscal agent with the authority to accept grants to either the Foundation or the District.
 - a.) The Executive Director will deliver all funds, checks, cash, PayPal, or direct deposits immediately to the Treasurer for recording purposes and deposit.
 - b.) The Fund-Raising Chairman shall be in charge of fundraising events from school personnel. This shall be the duty of the Fund-Raising Chairperson and Fund-Raising Committee or appointee.
3. The Foundation agrees and understands that the Executive Director of the Foundation shall research, develop, write and submit private and corporate grants for educational programs to further the District's educational mission.
4. 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 _____ day of _____, 2026.

Hitchcock ISD Board of Trustees

Hitchcock ISD Education Foundation, Inc.

President, Chad Allen

President, Kathy Marullo

ATTEST:

ATTEST:

Secretary, Tom Ivey

Treasurer, Patty Elliott