

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the **Ector County Independent School District** ("ECISD" or "District") and the **Ector County ISD Education Foundation, Inc. (dba, Education Foundation of Odessa)** ("Foundation") Board of Directors, an independent 501(c)(3) nonprofit organization, 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: ECISD has identified the following educational public purposes for its 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. Continuation of the momentum achieved in maximizing alternative revenue sources for academic programming through the Foundation requires continual commitment from the District.
5. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.

B. District Commitment: The District agrees to continue providing the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented.

1. Contribute 50% of the salary and benefits for the District employee serving the Foundation as their Executive Director.
2. Provide adequate office space facilities and utilities for the Foundation's administrative office(s).
3. Provide all or a portion of the equipment used by the District employee serving the Foundation.
4. Ensure that the District employee serving as the Foundation's Executive Director dedicates 100% of the employee's job duties to serving the Foundation, in accordance with the District's job description for this position.

C. Foundation Responsibilities:

1. Contribute 50% of the salary and benefits for the District employee serving the Foundation as their Executive Director. Payment is to be submitted by the Foundation to ECISD in January and July of each year.
2. The Foundation agrees that services provided by the District personnel to the Foundation will benefit solely the District and the children of Ector County.
3. 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.
4. The Foundation agrees that it will require 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.
5. The Foundation has fiduciary responsibility for the operation of the Foundation and the authorization of the expenditures of funds.

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

1. The Executive Director of the Foundation and any support personnel serving the Foundation shall be employees of the District and will adhere to the same policies and expectations as other District staff.
2. The Foundation shall abide by all District policies and procedures related to facility and equipment use, personnel, public information, and all other applicable policies.
3. The Foundation shall provide proof of D&O insurance, for its legal, insurance and financial advisors and an annual audit of finances after the conclusion of each fiscal year.
4. The Foundation will be responsible for the annual evaluation of the Executive Director, which the District will take into consideration when making employment decisions concerning or affecting this employee.
5. The Foundation understands that, as a result of the District's investment in the Foundation, the Foundation's documents are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Information Act.

6. The relationship of District and 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. 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.

E. Term: The term of this Memorandum of Understanding shall be for a period of one year commencing on the effective date (the date of the last signature below), subject to the automatic annual extension of the anniversary date of the effective date each year thereafter unless either party elects not to so extend by written notice to the other no later than 90 days prior to the anniversary date.

F. Termination: Either party may terminate this MOU following the provision of 90 days' written notice to the other party.

G. Entire Agreement: This MOU constitutes the entire agreement between the parties pertaining to the subject matter of this MOU and supersedes all prior or contemporaneous agreements and memorandums of understanding of the parties in connection with the subject matter. No modification of this MOU shall be effective unless made in writing, and approved and signed by both parties.

H. Governing Law and Venue: This agreement shall be governed by the laws of the State of Texas and venue for any dispute hereunder shall lie in Ector County, Texas.

AGREED TO this _____ day of _____, 2024.

Ector County Independent School District

By: _____

Title: _____

Date: _____

Education Foundation of Odessa

By:  _____

Title: President _____

Date: December 11, 2024 _____