



inspiring communities to engage in public education

100 Willow Bend Dr. Suite 319
Willow Park, TX 76008
512.535.2046
Foundationinnovation.com

Proposal for Consulting Services Union Grove ISD Education Foundation January 2025

Introduction and Overview

Foundation Innovation, LLC provides public school districts and communities with the tools and expertise necessary to establish or revitalize effective and sustainable education foundations. The concept of independent charitable foundations dedicated to support K12 public school districts is fairly new, however, colleges and universities have benefited from foundations for quite some time. *Foundation Innovation* is a full-service consulting and management firm offering a customized approach to organizing your education foundation. *Foundation Innovation* utilizes research-based nonprofit best practices, university advancement techniques and nationally recognized fundraising standards to accelerate success and ensure sustainability. This proposal focuses on five key components we believe are critical components for every education foundation:

- Infrastructure
- Board Development
- Funding Areas and Granting Process
- Image Development and Marketing
- Comprehensive Fundraising Plan
-

The *Foundation Innovation* team creates a partnership with staff and the board of directors to identify and understand the unique attributes of the community, school district and education foundation. *Foundation Innovation* will recommend and facilitate a plan of action that is specifically designed to accelerate the success of the Union Grove ISD Education Foundation that is tailored to the needs of the Union Grove Independent School District and the local community.

Foundation Innovation's step-by-step method and extensive training materials streamline the process to maximize and value the time of volunteers. Once the process is complete, the Union Grove ISD Education Foundation will have the additional development tools necessary to be an effective fundraising organization. This proposal outlines the following specific services and tools to be provided by *Foundation Innovation*:

- Board Development and Training
- Define Roles and Responsibilities
- Outline School District and Foundation Partnership
- Policies and Guidelines Recommendations
- Organizational Structure and Committee Responsibilities
- Corporate Compliance including Documentation and Tax-Deductible Status
- Customized Timeline and Month by Month Calendar
- Annual Fund or Major Gift Campaign Framework
- Gift Acknowledgement and Database Development
- Program Identification and Grant Selection Process

* Exclusive *Foundation Innovation* services and tools included:

- "Foundation Innovation Online"
- Image Development and Professionally Designed Marketing materials
- Board Manual and Training Materials

Proposal Deliverables

Corporate Documentation and Infrastructure - As nonprofit organizations, local education foundations are legally accountable for ensuring their funds are collected, disbursed, and reported properly. Foundations also have an ethical and business responsibility to provide fiscal oversight that honors the mission of the organization and the intent and trust of donors. *Foundation Innovation* will recommend an organizational structure and processes and procedures to help maintain the financial integrity of the foundation including:

- Organizational Structure – A corporate business structure or framework will be created for the education foundation.
- Preparation of Documents for Tax-Deductible Status – *Foundation Innovation* will verify the nonprofit name availability, prepare for final approval and execution of the Certificate of Formation (also referred to as the Articles of Incorporation) with the Secretary of State's Office; the employer identification number; the 1023 Application and 501(c)(3) tax deductible status with the Internal Revenue Service (IRS); the bylaws; the questionnaire with the Texas Comptroller's office and subsequent letter of state tax exemption; and corporate resolutions necessary for the corporation.
- Memorandum of Understanding – *Foundation Innovation* will provide a sample Memorandum of Understanding that is recommended to establish a transparent and deliberate partnership between the two organizations. *Foundation Innovation* will work with the Union Grove ISD Education Foundation and Union Grove Independent School District to provide samples and guide the organizations through the process.
- Policies and Guidelines – *Foundation Innovation* will provide policies and guidelines that comply with IRS regulations and nonprofit best practices for review by the board of directors.
- Foundation Innovation Online – An exclusive service provided by *Foundation Innovation* is *Foundation Innovation Online* that provides each foundation with its own password-protected web page that delivers instant access to foundation documents, forms, letterhead and other important information. A unique login and password are assigned to enter a secure area designated for your education foundation allowing board members and staff convenient access to the latest information about your education foundation's philanthropic efforts.

Proposal Deliverables

Board Development and Training - The governing body of the Union Grove ISD Education Foundation is independent of the school district leadership but will work collaboratively to enhance and support the goals and initiatives of the district. The identification and selection of potential board members is an important process in the development of the education foundation. It is essential to the overall visioning of the organization as well as the implementation of fundraising success. *Foundation Innovation* will guide the process of board development and training utilizing the following components:

- Board Development Overview and Plan of Action – The board selection process will identify a diverse composition of directors. Specific responsibilities will be addressed as well as solicitation of the prospective members of the board. The board of directors will establish the fundamentals of the organization and determine the organizational framework, mission, goals, purpose, and relationship to the public school district and community. This component of development also addresses a nomination process, on-going identification, recruitment, orientation and training of board members.
- Training Materials - A customized board manual developed by *Foundation Innovation* for the Union Grove ISD Education Foundation will be prepared and distributed to each board member. The materials include recommended policies, templates, corporate documentation, roles and responsibilities, organizational framework, best practices models and samples and the narrative needed to implement these tools. This is a detailed step by step implementation plan to establish the education foundation.

Proposal Deliverables

Image Development and Marketing Materials Design - Image is one piece of the education foundation puzzle that is critical, therefore, *Foundation Innovation* includes in the proposal the cost of a professional logo design. *Foundation Innovation* will work with the board of directors to determine a unique image or brand for your education foundation and will recommend a marketing plan that will maximize positive exposure to the community and create awareness about the education foundation.

- Logo/Brand Development – The image of the Union Grove ISD Education Foundation should encompass all areas from marketing materials to press releases to aid in the “branding process.” Initially, *Foundation Innovation* will develop a series of potential logo designs with input from the board of directors. After final revisions and selection of the final design, the logo will be submitted in various formats (adobe, postscript, jpeg) for use in publications, print and web designs.
- Brochure, Letterhead & Envelope –*Foundation Innovation* will design a brochure for review and edit by the marketing committee. The design and format will be unique to the Union Grove ISD Education Foundation to catch the attention of prospective donors. In addition, *Foundation Innovation* will provide three (3) to four (4) letterhead and envelope styles using the selected logo.
- Press Releases – Continuous communication with the local media is an effective way to reach the community audience and gain recognition and awareness for the education foundation. *Foundation Innovation* will provide press release templates to highlight and announce key activities and accomplishments of the Union Grove ISD Education Foundation.

Development Plan - Annual Fund or Major Gift Campaign - An organized fundraising campaign is recommended to be conducted to allow individuals, businesses, vendors, employees, parents and community leaders an opportunity to financially invest in the mission of the education foundation. *Foundation Innovation* proposes an integrated annual campaign and development program plan specifically designed to identify and train campaign leadership; target potential major donors; provide templates to track and manage prospect information; recommend campaign promotional materials; and identify strategies for personal solicitation programs, in-house appeals, alumni giving, Internet applications, and corporate matching gift strategies. Key components of a successful campaign include:

- Administrative board and fundraising board understanding
- Key development leadership
- Research based fundraising strategies
- Fund management procedures
- Campaign framework
- Donor solicitation materials
- Identification of prospective donors
- Development of a prospective donor database
- Donor cultivation process
- Board training for soliciting donors
- Restricted and non-restricted donations
- Acknowledgement and management of donor gifts
- Donor recognition ideas

Proposal Deliverables

Program and Grant Identification and Selection Process – The determination of funding priorities and the purposeful allocation of funds is an important component of a successful fundraising campaign. *Foundation Innovation* suggests consideration of a coordinated identification program and granting process to identify and select expanded and systemic programs to enhance educational initiatives in Union Grove Independent School District. Through a board and committee driven process, allocation of systemic grants can be determined. This process will also include:

- Discussion of the needs assessment for Union Grove Independent School District
- Development of funding priorities
- Communication and input from Union Grove Independent School District staff
- Creation of grant proposal, application, review and distribution process
- System for donor and school district reporting

Cost Summary

Foundation Innovation welcomes the opportunity to work with the Union Grove ISD Education Foundation. Through an attentive, hands-on approach, *Foundation Innovation* clients have achieved much success. Consulting services will be provided for a period of **twelve (12) months with coordination and attendance of (10) scheduled onsite board meetings**. In addition to the monthly onsite visits, the service includes *Foundation Innovation Online* resources and access via phone or email. The fee includes consulting services, *Foundation Innovation Online* and up to 33 board manuals.

One Year Consulting Services to Establish the Union Grove ISD Education Foundation... \$24,500.

(Plus travel and standard per diem, postage, fees associated with filing corporate documents, and other pass-through costs)

Consulting fees billed as \$3,500 due at contract signing and \$1,750 per month for 12 months.

Other add on options:

Strategic Planning: \$2,500

Additional Onsite Visits: \$500

CONSULTING SERVICES AGREEMENT

THIS Agreement ("Agreement") is entered into on _____, 2025 between Foundation Innovation, LLC ("Corporation") with its principal place of business located at 100 Willow Bend Dr., Ste 319, Willow Park, TX 76008 and Union Grove Independent School District ("District") with its principal address as 11220 Union Grove Rd. Gladewater, TX 75647.

RECITALS

WHEREAS the Corporation is engaged in the business of providing consulting services to non-profit entities; and

WHEREAS the District is a non-profit governmental entity with need for assistance to develop an education foundation ("Foundation"); and

WHEREAS the District seeks to obtain the assistance, knowledge, training and service of the Corporation; and

WHEREAS the Corporation seeks to provide assistance, knowledge, training and service to the District;

NOW THEREFORE, in and for the mutual covenants herein, the parties agree and covenant as follows:

1. Scope of Services

The Corporation will perform the following work ("Work") for the District and Foundation in accordance with the proposal ("Proposal") provided by the Corporation dated January 2025 as attached and by reference made a part of this Agreement.

2. Price and Payment Terms

The District agrees to pay Corporation \$24,500 plus travel expenses including standard per diem. Payment by the District or Foundation is to be issued no later than 30 days from due date for Work completed. Consulting fees are billed as \$3,500 due at contract signing or upon the initial meeting and \$1,750 per month for 12 months. In addition to the aforementioned fees, if any payment is not made by the due date, there shall be a **late payment penalty** due in the amount of (5%) of the invoiced amount. If any payment remains unpaid for a period of thirty (30) days following the due date, the late payment penalty will increase to (7.5 %) of the invoiced amount. After sixty (60) days, the late payment penalty will increase to (10%) of the invoiced amount. Ten (10) onsite visits included in the scope of work, must be completed within the 12-month contract period. Rescheduled visits outside of the contract period will result in extension of the contract on a monthly basis. Logo and brochure development must be completed within 30 days of the contract end date.

3. Term and Termination

Unless terminated as provided herein, this Agreement shall extend to and terminate upon completion of the Corporation's Work as provided herein. Either party may terminate this Agreement without cause upon ten (10) days written notice. In the event of termination without cause, the District agrees to pay the Corporation for all Work performed up to the date of termination. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least 21 days written notice and the opportunity to cure the breach. Termination for breach shall not preclude the terminating party from exercising any other remedies for breach.

4. Ownership of Intellectual Property

The District acknowledges that information provided by the Corporation may be proprietary intellectual property protected through copyrights, trademarks, and other rights and laws. The District and Foundation

shall take all necessary measures allowed by law to assist in protecting the proprietary rights of all information provided by the Corporation.

The District and Foundation acknowledge that photos, fonts or other source files purchased for marketing purposes by the Corporation through licensing agreements may be limited in access and editing by the District and Foundation. Access and editing of source files by the District or Foundation may require additional licensing fees.

To the extent that the Corporation has received payment of compensation as provided in this Agreement, the Corporation hereby allows use of any proprietary or copyrighted intellectual property including, but not limited to, materials, charts, documentations, forms, logos, and photos, for the limited and sole benefit of the Foundation and may not be used or distributed to other parties without written prior consent. The Corporation reserves the right to publish or distribute any intellectual property created or developed as a result of this Agreement.

5. Confidential Information

All information relating to the District, Foundation or the Corporation that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by the Corporation and shall not be disclosed or used by the Corporation except to the extent that such disclosure or use is reasonably necessary to the performance of the Corporation's Work or the duties of the Foundation or the obligations under this Agreement.

The obligations of confidentiality shall extend beyond the scope of the Agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

The District understands that Work does not include warranty of a specific financial or pre-determined result. This warranty is exclusive and is in lieu of all other warranties, whether expressed or implied, including warranties for a specific purpose and any oral or written representations, or statements made on or prior to the effective date of this Agreement.

Information, materials, and services provided by the Corporation should not be used as a substitute for obtaining legal, accounting, or tax advice from a licensed professional.

7. Limitation of Remedies

The District's sole and exclusive remedy for any claim against the Corporation with respect to the quality of the Corporation's Work shall be the correction by the Corporation of any material defects or deficiencies therein, of which the District notified the Corporation in writing within ninety (90) days after the completion of that portion of the Corporation's Work. In the absence of any such notice, Corporation's Work shall be deemed satisfactory to and accepted by the District.

8. Limitation of Liability

In no event shall the Corporation be liable for any loss of profit or revenue by the District or Foundation, or for any other consequential, incidental, indirect or economic damages incurred or suffered by the District arising as a result of or related to the Corporation's Work, whether in contract, tort or otherwise. The District further agrees that the total liability of the Corporation for claims of any kind arising as a result of or related to this Agreement, or to any act or omission of the Corporation, whether in Agreement, tort or otherwise, shall not exceed an amount equal to the amount actually paid by the District or Foundation to the Corporation for the Corporation's Work. The District and Foundation shall indemnify and hold the Corporation harmless against

any claims by third parties, including all costs, expenses and attorney's fees incurred by the Corporation therein, arising out of or in conjunction with the Foundation's performance under or breach of this Agreement.

Executed by those authorized by the District and the Corporation as follows:

Printed: _____ Printed: Shawn Callaway
Representing Union Grove Independent School District Representing Foundation Innovation, LLC