

## **PARTNERSHIP AGREEMENT MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is entered into by and between the **Ector County Independent School District** (“ECISD”) and the **Education Foundation of Odessa** (“Foundation”) Board of Directors, for the purpose of participating in the planning and implementation process of the **Inspiration Station** project.

The success of the Inspiration Station project is greatly dependent on strong collaboration and highly engaged partnerships with local stakeholders, community members and project partners. As such, the Foundation will form a Committee to help guide the project.

### **RESPONSIBILITIES AND EXPECTATIONS**

**For this project, the Foundation serves as the “lead” organization. As a lead organization, the Foundation is responsible for the following:**

- Coordinate design and implementation activities for the Inspiration Station project, including but not limited to organizing working committees, focus groups, interviews of key stakeholders, etc.;
- Facilitate communications and information sharing with ECISD and other stakeholders;
- Drafting and completing the Inspiration Station project implementation plan;
- Measuring key outcomes and indicators for Inspiration Station implementation;
- Oversee the implementation of the Inspiration Station project over the next three-year project period;
- Donate the “Inspiration Stations” vehicle(s) as shown on the attached Exhibit “A” to ECISD
- Ensure adequate funding is available over the next three-year project period which shall cover the costs and expenses of:
  - o One (1) full time staff member employed by ECISD (the “Staff Member” as defined below)
  - o One (1) part time staff member employed by ECISD (the “Part-Time Staff” as defined below)
  - o Inspiration Station vehicle(s)
  - o Maintenance
  - o Fuel
  - o Educational modules and consumables
  - o Marketing

**Under this agreement, ECISD agrees to:**

- Support the coordination of the design and implementation through the Education Foundation.
- Provide an adequate and secure location for Inspiration Station and all project materials to be stored;
- Provide one (1) full-time and one (1) part-time dedicated staff members to support the Inspiration Station project planning and implementation funded by the Education Foundation (the “Staff Members”);

- The Staff Members shall be employed by ECISD, and shall be under the direct supervision of the Executive Director of Development for ECISD who serves as the acting Executive Director of the Education Foundation;
- For clarification purposes, the Staff Members hours and responsibilities shall be at the direction of the acting Executive Director of the Education Foundation, however, the Staff Members shall be employees of ECISD and under the ultimate control of ECISD;
- Share data as needed to support the planning and implementation efforts of the Inspiration Station project, following the proper district protocols for data sharing;
- Provide a monthly report to the Education Foundation with detailed activity logs, which will include, but is not limited to, date, time, and location of use; number of individuals impacted, content shared, and feedback.
- Provide marketing support, including but not limited to a calendar of events, social media posts, advertisements, and other media coverage.
- Establish a project-working group whose primary function will be to research innovative ways to utilize the Inspiration Station and provide new learning and community outreach opportunities for long-term sustainability.

**TIME PERIOD**

This Memorandum of Understanding shall follow the project time period, beginning upon signing this document and remaining in place through February 13, 2027.

**TERMINATION**

Either party shall have the right to terminate this agreement within 30 days written notice. Upon such termination, the Inspiration Station vehicle(s) and all related property shall be returned to the Foundation and parties shall be released of all rights and obligations hereunder.

*In Witness Whereof, parties have executed this Memorandum of Understanding as of the date first written above.*

**Ector County Independent School District**

**Education Foundation of Odessa**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_