

## MEMORANDUM OF UNDERSTANDING

# This MEMORANDUM OF UNDERSTANDING ("MOU") is made as 9/27/2022 by and between CAL RIPKEN, SR. FOUNDATION, INC. (CRSF), and Ector County Independent School District (ECISD)

#### I. <u>Overview of MOU:</u>

The purpose of this MOU is to outline the **ECISD** interested in partnering with CRSF to build and maintain a STEM center at their location. This MOU outlines the general terms under which CRSF will support **ECISD** with its endeavor.

#### II. MOU Terms:

The CRSF and ECISD desire, in addition to other subsequent and mutually agreeable terms and conditions:

#### Under this MOU, ECISD will:

- 1. **YOUTH SERVED:** Ensure youth participating in program activities are connected with postive adult mentors.
- 2. **PROGRESS REPORTS:** One program progress report is due to the Cal Ripken, Sr. Foundation by December 15<sup>th</sup> each year. This report should include the number of youth and mentors that utilized the STEM Center annually. Deliver an end of year report outlining the STEM Center. This report will be completed via a Qualtrics Survey and will be sent out annually on or about November 4.
- 3. **USE OF EQUIPMENT:** Your organization agrees that all equipment provided by the Cal Ripken, Sr. Foundation will be used for its intended purpose. A detailed listing of equipment provided is attached.
  - a. Educational Products:
    - i. 12 Elenco Snap Circuit SC100R Kits
    - ii. 8 Sphero Littlebits STEAM Student Kits
    - iii. 4 KidSpark Foundational Fluencies Kits
    - iv. 4 KidSpark STEM Pathways Kits
    - v. 1 JoyLabz Makey Makey Class Pack
    - vi. 6 Terrapin Bee Bots
    - vii. 12 Ozobot Evo's

- viii. 1 Robo 3D Printer
- ix. 1 Husky Workbench
- x. 1 Set of Classroom Furniture
- xi. Consumable Products
- 4. **RETURN OF EQUIPMENT:** Your organization agrees that if the relationship with the Cal Ripken Sr. Foundation terminates and/or the equipment provided to the organization is no longer utilized for its intended purpose within 2 years of the effective date of this signed Agreement that all STEM products will be returned at the organizations expense to the Cal Ripken Sr. Foundation.
- 5. **CHILD PROTECTION/BACKGROUND CHECKS:** Your organization certifies that it has appropriate criminal background screening procedures in place, to the extent permitted by state, local, and federal law, to evaluate any employee, contractor, or volunteer working under this award that is expected to have direct substantial contact with minor children. Direct substantial contact is defined as contact that is regular, continuous, and personal in nature.

## Specifically, through your signature, your organization certifies that while this MOU is in place:

## (Please initial)

a)	All employees, interns, volunteers, coaches, mentors, and anyone working directly with children in a Cal Ripken, Sr. Foundation sponsored or supported program have successfully submitted and passed a national background check.
b)	All background checks are conducted annually, for as long as your organization remains an external partner of Cal Ripken, Sr. Foundation.
c)	All background checks resulting in a positive finding of sexual abuse or molestation will result in that individual being permanently banned from working or volunteering in the organization.
d)	All employees, interns, and volunteers have been provided with and have read the Cal Ripken, Sr. Foundation polices related to child protection <u>and</u> have viewed all of the Cal Ripken, Sr. Foundation Child Protection Training Videos (as made available by Cal Ripken, Sr. Foundation).
e)	It has a thorough understanding of state/local laws governing the organization, specifically those related to child abuse, and has appointed a Compliance Officer to properly respond to any incident or allegation of child abuse, which shall be reported immediately upon discovery to local child welfare agency and/or law enforcement.

f)	It will immediately report any incident or allegation of child abuse to the National Center for Missing and Exploited Children's Cyber TipLine ( <u>www.missingkids.org</u> or 1-800-THE-LOST) and will post guidelines for reporting of incidents in a public location at its facilities.
g)	Your organization agrees to ensure program staff register and view Cal Ripken, Sr. Foundation training material as provided on CRSFPortal.org.

h)	Your organization agrees to ensure organizational leadership (Executive Director,
	VP, etc.) register and view materials related to Child Protection Policy, as available
	on CRSFPortal.org

6. **PUBLICITY AND USE OF LOGO:** Your organization agrees to actively work with local media, community partners, and Cal Ripken Sr. Foundation staff to promote program activities and events, following guidelines and press releases as directed by the Cal Ripken, Sr. Foundation. Use of the Cal Ripken, Sr. Foundation or Ripken name (including name, likeness and logo) is prohibited without prior written consent of the Cal Ripken, Sr. Foundation.

If the foregoing meets with your approval, please sign this MOU as provided below, and the duplicate original enclosed herewith, and return the duplicate to our attention whereupon this shall constitute the understanding between the parties in accordance with the terms and provisions set forth above.

Witness the following authorized signatures:

## CAL RIPKEN, SR. FOUNDATION, INC.

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

Date

**Ector County Independent School District** 

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

Date