

**MEMORANDUM OF UNDERSTANDING FOR SCHOOL YEAR 2024-2025
BETWEEN UNITED INDEPENDENT SCHOOL DISTRICT
AND THE BOYS AND GIRLS CLUBS OF LAREDO
CONCERNING THE USE OF DISTRICT FACILITIES FOR AFTER SCHOOL PROGRAMS**

This Memorandum of Understanding (“MOU”) is entered into between the United Independent School District (“UISD” or “District”), a political subdivision of the State of Texas, and The Boys and Girls Clubs of Laredo (“BGCL”), a non-profit organization organized under the laws of the State of Texas, acting through their designated representatives, for the use of UISD facilities by BGCL to assist in UISD’s After School Programs. UISD and BGCL are individually called a “Party” or collectively referred to as “Parties” herein.

WHEREAS, UISD conducts a variety of after-school programs for UISD students throughout the District;

WHEREAS, BGCL desires to render services to UISD and UISD students by assisting the District in its after school programs; and

WHEREAS, the Parties desire to enter into this MOU for the benefit of UISD students and the Laredo community.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, UISD and BGCL do hereby agree as follows:

TERMS AND CONDITIONS

1. **Facility Use and Background Checks.** When BGCL has any employees, agents, or representatives on District property, BGCL warrants that its employees, agents, and representatives shall comply with all District policies and procedures. UISD shall provide BGCL access to the facilities necessary so that BGCL can provide adequate services as provided by this MOU.
2. **Background Checks.** In accordance with Texas Education Code Chapter 22, Subchapter C and District policy, BGCL shall require that all of its employees, agents, or representatives that will be providing services to UISD under this MOU provide criminal background check results to the District or will require such employees, agents, or representatives to submit to a background check using the District's preferred method. BGCL shall be responsible for all fees related to criminal background checks, if any, for its employees, agents, and representatives. The District shall have sole discretion as to whether a BGCL employee, agent, or representative shall be allowed to participate in the District’s After School Programs.
3. **BGCL Responsibilities.**

- a. BGCL will provide afterschool programming at two (2) afterschool program sites: (1) Charles Borchers Elementary School; and (2) Veterans Memorial Elementary School.
 - b. Two (2) BGCL Youth Development Professionals per class:
 - i. Monday-Friday throughout the UISD Academic Year. The District agrees to provide BGCL its approved calendar. The District agrees to promptly notify BGCL in the event the schools are closed for reasons of public health and safety.
 - ii. The timeframe for service shall include 3:00 p.m.-6:00 p.m.
 - c. BGCL shall pay the costs of all necessary teacher fees, materials, and supplies.
 - d. UISD shall not be required to provide any financial assistance or funding.
 - e. Absent extraordinary circumstances, BGCL shall only require the need for an assigned classroom and access to the campus gymnasium, which shall include access to restrooms.
4. **UISD Fee Agreement.** Pursuant to the mutual agreement of the Parties, UISD shall pay BGCL no more than \$24,750.00 per afterschool program site, per academic school year; As such, this MOU has a maximum possible value of \$49,500.00 to be paid by UISD. UISD reserves the right to stop payment or demand repayment in the event BGCL fails to complete its responsibilities set forth in section #3.
5. **Standard of Care/Security.** BGCL and its employees, agents, and representatives will exercise reasonable care in the conduct of its activities while on UISD property. BGCL hereby agrees and pledges that it shall fully comply with all UISD Board policies and regulations and established safety standards applicable to operation and use of UISD facilities. UISD shall post such information signs as deemed necessary by UISD to inform users of rules, regulations, governmental codes, UISD Board policies, and ordinances.
6. **Liaisons.** The Parties will designate and identify liaisons for UISD and BGCL to coordinate all obligations hereunder. The name, address, telephone number and other contract information for each respective liaison will be distributed in writing to the other party.
7. **Care of Facilities and Reimbursement Costs.** BGCL agrees to exercise reasonable care to prevent damage to UISD property, facilities, fixtures, and/or equipment. If it is determined to be the fault of BGCL, regardless of intent or negligence, within fourteen (14) calendar days, BGCL agrees to repair/replacement of damages or loss to UISD property, facilities, fixtures, and/or equipment as a result of BGCL's use of UISD facilities.
8. **Safety.** BGCL hereby agrees and pledges that it shall fully comply with all established safety standards applicable to operation and use of District facilities.
9. **Insurance.** BGCL, at its own expense shall provide and maintain, during the term of this MOU, either insurance, with or without retention, or a self-insurance program, allowed and provided by law, which shall cover liability for property damage and personal injury arising from the use of UISD facilities. Prior to initiation of services under this MOU, BGCL shall

submit to UISD a Certificate of Insurance issued by its insurance carrier to certify the existence of required insurance coverage in conformity with this clause. The Certificate of Insurance shall show a period of coverage to be at least for the length of this MOU. The Certificate of Insurance shall also include a waiver of subrogation, thirty (30) days' notice to UISD prior to cancellation, and shall list UISD as an "additional insured." BGCL shall provide UISD thirty (30) days written notice prior to cancellation.

10. **Term of MOU and Termination.** Unless sooner terminated as hereinafter provided, the terms of this MOU shall commence on the date of execution and end on August 31, 2025. The parties may agree in writing to renew or revise the terms of this MOU for additional academic years. Either party may terminate this MOU by providing thirty (30) days written notice to the other party. However, unless either Party provides written notice of intent to terminate this MOU on or before August 15, 2025, this MOU shall be automatically extended for a successive one-year term, unless terminated or amended earlier in accordance with the terms hereof.
11. **Liability; No Waiver of Immunities.** TO THE FULLEST EXTENT PERMITTED BY LAW, BGCL AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS UISD AND EACH BOARD OF TRUSTEE, OFFICER, EMPLOYEE, OR AGENT THEREOF, FOR AND FROM AGAINST ANY ALL LIABILITY, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE (INCLUDING PROPERTY DAMAGE TO BGCL'S PROPERTY), COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, COURT COSTS, AND THE COSTS OF APPELLATE PROCEEDINGS) ARISING FROM OR RELATED TO OBLIGATIONS CONTEMPLATED HEREUNDER. THE AMOUNT AND TYPE OF INSURANCE COVERAGE REQUIREMENTS SET FORTH ABOVE WILL IN NO WAY BE CONSTRUED AS LIMITING THE SCOPE OF THE INDEMNITY IN THIS SECTION.

This provision will survive termination of this MOU.

It is expressly understood and agreed that under this MOU, UISD does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

12. **Entire Agreement.** This MOU sets forth the entire understanding between UISD and BGCL with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this MOU. No modification or waiver of any right under this MOU will be effective unless it is evidenced in a writing executed by an authorized representative of UISD and BGCL.
13. **Severability.** The phrases, clauses, sentences, paragraphs, or section of this MOU are severable and, if any phrase, clause, sentence, paragraph, or section of this MOU should be declared invalid by the final decree or judgment of any court of competent jurisdiction,

such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this MOU.

14. **Paragraph Readings.** The captions, numbering, sequences, titles, paragraphs, headings, punctuations, and organization used in this MOU are for convenience only and shall in no way define, limit, or describe the scope or intent of this MOU or any part of it.
15. **Understanding, Fair Construction.** By execution of this MOU, UISD and BGCL acknowledge that they have read and understand each provision, term, and obligation contained in this MOU. This MOU, although, drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
16. **Governing Law.** This MOU shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas.
17. **Force Majeure.** Neither party to this MOU shall be required to perform any term, condition, or covenant in this MOU so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.
18. **Notice.** Any notice required to be given hereunder shall be in writing and delivered to the address and titles set forth below by email, certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided hereunder may be changed at any time on prior written notice.

BGCL: Robert Eads
 Executive Director/CEO
 500 Moctezuma
 Laredo, Texas 78040

UISD: Dr. Gerardo Cruz
 Superintendent of Schools
 201 Lindenwood Drive
 Laredo, Texas 78045

19. **Assignment.** Neither UISD or BGCL may assign this MOU without the prior written consent of the other parties.

IN WITNESS THEREOF, the governing Board of the United Independent School District has duly authorized the Superintendent of Schools to execute this MOU and BGCL has duly authorized its representative to execute this MOU and said MOU is to become effective and operative upon the fixing of the last signature hereto.

BOYS AND GIRLS CLUB OF LAREDO

Robert Eads
Executive Director/CEO

Date

UNITED INDEPENDENT SCHOOL DISTRICT

Dr. Gerardo Cruz
Superintendent of Schools

Date