

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**LAMAR CONSOLIDATED INDEPENDENT SCHOOL**  
**DISTRICT AND**  
**BOYS & GIRLS CLUBS OF GREATER HOUSTON, INC.**

This Memorandum of Understanding ("MOU") is entered into as of the 1<sup>st</sup> day of September 2022 (the "Effective Date") between the Lamar Consolidated Independent School District ("LCISD"), a Texas independent school district located at 3911 Avenue I, Rosenberg, TX, and Boys & Girls Clubs of Greater Houston Inc. ("BGCGH"), a private, non-profit organization located at 815 Crosby Street, Houston, Texas 77019.

WHEREAS, LCISD desires to promote quality after school programming for students and additional resources to help students with on time grade progression and social and mental growth;

WHEREAS, LCISD desires to enter a partnership with a leader in youth development in the out-of-school time space;

WHEREAS, the Boys & Girls Clubs of Greater Houston identifies, affirmatively addresses and removes the barriers that would otherwise prevent its young members from achieving successful, productive transitions from childhood to adolescence and adulthood;

WHEREAS, by bringing the Club Experience into LCISD schools, hundreds of students will have the opportunity to be a part of a high quality program that is a combination of unique experiential learning opportunities and fun engaging activities;

WHEREAS, LCISD and BGCGH will work together to meet the deliverables of TCLAS Decision 11 (see in attached outline) including implementation and technical assistance;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCISD and BGCGH, intending to be legally bound, agree as follows:

1. Scope of Services. With guidance from LCISD, BGCGH will provide after-school programming and academic intervention for 150 LCISD students in the 2022-23 and 23-24 school years in accordance with the TCLAS Decision 11.
2. Term. This MOU shall be for a term commencing on **September 1st 2022, and ending June 30, 2024**. Thereafter, Boys & Girls Club of Greater Houston may renew this MOU for two consecutive one (1) year terms by delivering written notice to LCISD. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." Either party may terminate this MOU, without cause, upon at least sixty (60) calendar days prior written notice to the other party, with termination effective upon the expiration of the sixty (60) days or as mutually agreed to by the parties.

3. Support and Services. LCISD and BGCGH agree to the following conditions:

- A. The program, which will operate in accordance with the TCLAS Decision 11 assurances. BGCGH will schedule a program in which students attend at least 4 days per week for 3 hours per day after the regular school day ends, for a minimum of 90 days per school year. BGCGH will serve at least 150 students in the High Impact Tutoring (HIT Model) model within the program.
- B. BGCGH will provide the program at Richmond Boys & Girls Club site and a Navarro Middle School (and/or other designated school)
- C. Under this MOU, LCISD agrees to:
  - 1. Provide utilities and necessary custodial costs to keep the building open during after-school hours.
  - 2. Support and endorse the BGCGH program.
  - 3. Assist in the recruitment of students for the program.
  - 4. Assist in parental engagement & parental buy-in of program; and teacher buy-in.
  - 5. Provide ample dedicated school space for daily programming as deemed appropriate by the campus principal and club's Site Director (including but not limited to Cafeteria, Library access, playground access, 2-3 classrooms, 1 office space for the Site Director). Assign a school staff member to serve as the primary contact for all Club related items.
  - 6. Provide an orientation with the District Police Department to all Club staff on LCISD District policies and procedures.
  - 7. Provide a campus-level orientation and building walk-through with campus principal to ensure program alignment with campus policies, procedures and expectations.
  - 8. Include key Club messages in school communication to teachers, parents and other LCISD stakeholders.
  - 9. Provide one teacher to assist in Club program curricula.
  - 10. Provide the BGCGH Club Director with reasonable resources for daily operations.
  - 11. LCISD shall not permanently assign any Boys and Girls Club staff with building keys. As needed keys will be temporarily signed out for use that day, but all keys must be returned to the campus Administrator or to the campus key drop box at the end of each day.
- D. Boys & Girls Clubs of Greater Houston agrees to:
  - 1. Provide space @ Richmond BGC to provide program.

2. Provide a high level Club Experience to all youth participating in the program at school site
3. Adhere to the TEA TCLAS Decision 11 requirements
4. Provide staffing resources for program delivery & communication with appropriate LCISD staff.
5. Recruit students to become members of the school Club programs.
6. Provide an orientation to all school personnel on BGCGH program.
7. Provide quarterly reports including number of youth served and program impact.
8. Provide a quarterly partnership meeting with LCISD representatives.
9. Provide daily meals and snacks through partnership with local food service provider, unless such food service partnership or programs cease.
10. Provide a staff member to be stationed at the school's front desk for check-ins and outs during the first and last hour of club programming.

Funding. It is understood that this MOU is to set forth the duties and services to be provided by the parties hereto and that there shall be payment of services not to exceed the total of \$830,000 for school years 22-24 based on the TCLAS Decision 11 grant funds. Payment should be in response to invoices from BGCGH.

Further, notwithstanding anything to the contrary herein, this Agreement is contingent upon and subject to the funding provided by the TCLAS Decision 11 grant funds, and shall not be construed as a commitment of any other funds of the District.

Should the grant funding be revoked, reduced, or removed for any reason, this Agreement shall be of no further force and effect, and thereafter shall allow for immediate termination, without penalty, by either Party.

1. Reporting. BGCGH will comply with all regular cadence reporting schedules as mutually agreed upon and meets the standards of TEA requests.

2. Criminal History Background Check. Boys and Girls Club shall certify to LCISD that its Club Directors and facilitators who will be present on LCISD campuses have obtained all required criminal history record information through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT) and certify that these persons do not have a disqualifying criminal history. Additionally, all Club Directors and facilitators will undergo a local criminal history background check by the LCISD Police Department. All Boys and Girls Club supporters (including donors and partners) that are granted access to LCISD partner schools will be processed through Raptor Visitor Management Software located at the school site. Supporters must bring a valid, government issued ID in order to have it scanned into the Raptor system. LCISD requires visitors to wear a Raptor issued name badge at all times.

3. Data Disclosure and Funding. This MOU sets forth the requirements for the sharing of Data by the District with BGCGH. Upon written request from BGCGH, LCISD agrees to release the following FERPA-protected information and data (collectively, "Data") to BGCGH for each student

participating in BGCGH-funded programs for whom LCISD has obtained written consent from the student's parent or guardian in compliance with FERPA:

**Early Childhood Education (PreK - 2<sup>nd</sup> Grade)**

Pre-K enrollment

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Universal Screener (e.g., TPRI) (K-2<sup>nd</sup> Grade)

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High-Frequency Word Evaluation (1<sup>st</sup> Grade, 2<sup>nd</sup> Grade)

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TELPAS (K-2<sup>nd</sup> Grade)

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Norm-referenced tests (e.g., Stanford) (K-2<sup>nd</sup> Grade)

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Ability test (e.g., NNATS)

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District Reading Benchmarks - only for Early Grade Reading students

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**3<sup>rd</sup> Grade - 8<sup>th</sup> Grade**

STAARrrAKS

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Ready Step (8<sup>th</sup> Grade)

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Norm-referenced tests (e.g., Stanford) (3<sup>rd</sup>-8<sup>th</sup> Grade)

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Course completion (6<sup>th</sup>-8<sup>th</sup> Grade)

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**9<sup>th</sup> Grade - 12<sup>th</sup> Grade**

EOCsrrAKS

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PSAT (9<sup>th</sup> Grade - 11<sup>th</sup> Grade) SAT

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ACT

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Course completion (9<sup>th</sup>-12<sup>th</sup> Grade)

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**General Student-level variables (all grade levels)**

Campus

Grade Level

Ethnicity Sex

Bilingual/ESL (including LEP, ELL status, program placement, monitoring)

Economically Disadvantaged

Attendance (including days enrolled, days attended)

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Discipline (including disciplinary action code, disciplinary reason code)

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Special Education status

Home Language

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BGCGH acknowledges and agrees that LCISD shall have no obligation to provide BGCGH with Data for any student for whom LCISD has not obtained written consent from the student's parent or guardian in compliance with FERPA.

To effect the transfer of the Data, BGCGH agrees to:

- Comply in all respects with the provisions of FERPA. Nothing in this MOU may be construed to allow BGCGH, or any third-party to maintain, use, disclose, redisclose, or share FERPA-protected information in a manner not allowed by federal law, regulation, or this MOU. BGCGH shall not provide any data received from LCISD to any third-party.
- Use the Data shared under this MOU for no purpose other than tracking improvement relating

to BGCGH-funded programs and/or evaluating BGCGH-funded programs.

- Require all employees, contractors, and agents to comply with all applicable provisions of FERPA, federal and state laws, and this MOU with respect to the Data shared under this MOU.
- Require and maintain an appropriate confidentiality agreement with each employee, contractor, or agent who will have access to Data pursuant to this MOU. Nothing in this MOU authorizes sharing Data provided under this MOU with any other entity for any purpose other than as expressly authorized in this MOU. BGCGH shall ensure that access to the Data is restricted to BGCGH's personnel who are authorized to have access to the Data for the purposes of conducting the Program.
- Maintain all Data obtained pursuant to this MOU in a secure environment and in a secure manner. BGCGH acknowledges that all Data obtained pursuant to this MOU is confidential. BGCGH has adopted and agrees to follow physical and technical safeguards to secure the Data, including limitations on employees' and others' access to the Data, a requirement to physically secure electronic or hard copy files containing Data and encryption of Data before it is transmitted electronically. BGCGH shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all Data, including electronically-maintained or transmitted Data received from or on behalf of LCISD.
- Report to LCISD, within one (1) business day of learning of any breach of confidentiality of any FERPA-protected information or Data received pursuant to this MOU. The initial report may be by a phone call to LCISD's authorized representative, and BGCGH shall follow-up the initial report with a detailed written letter to LCISD explaining the details of the breach within two (2) business days of learning of a breach.
- Not provide any FERPA-protected information, including Data, obtained under this MOU to any entity or person ineligible to receive FERPA-protected information or prohibited from receiving FERPA-protected information from any entity by virtue of a finding under 34 CFR § 99.31(a)(6)(iv).
- Designate an official to act as the contact person for all matters related to this MOU ("BGCGH Liaison"). The BGCGH Liaison will be responsible for receiving and transmitting Data received pursuant to this MOU. BGCGH shall promptly notify LCISD of the name and contact information for any newly designated liaison. The BGCGH Liaison shall be responsible for transmitting all Data requests and maintaining a log or other record of all Data requested and received pursuant to the MOU, including confirmation of completion of the Program and the return or destruction of Data as required by this MOU. LCISD or its authorized representative(s) may, upon request, review the records required to be kept under this MOU, including this section.
- Allow LCISD or its authorized representative(s) to conduct audits or other monitoring activities of BGCGH's policies, procedures, and systems as they apply to this MOU, including, without limitation, verifying the existence of policies to protect Data, verifying the existence of a sound plan to secure the Data, and the like. BGCGH agrees that LCISD may conduct such auditing/monitoring activities with reasonable prior notice of not less than two (2) business days and agrees to fully cooperate with LCISD's auditing/monitoring activities.
- Destroy all Data received pursuant to the MOU upon the earlier of the termination or expiration of this MOU, such Data no longer being needed for the purpose(s) designated in this MOU, or January 1, 2025. Nothing in this MOU authorizes BGCGH to maintain Data beyond the time period reasonably needed to complete the Program and in no case

beyond the termination or expiration of this MOU. BGCGH agrees to submit written verification to LCISD within fifteen (15) calendar days of the termination or expiration of this MOU, attesting to the destruction of all Data received from LCISD.

LCISD will provide the above-described Data to BGCGH at LCISD's standard programming cost(s) for the Term. LCISD will not be responsible for funding any component of the Program. LCISD may decline to comply with a request for Data if LCISD determines, in LCISD's sole discretion, that providing the requested Data would violate FERPA and/or would not be in the best interest of LCISD or LCISD's student(s). BGCGH acknowledges that LCISD makes no warranty concerning the accuracy of the Data provided.

BGCGH has the right to publish, present, or use the study results from the Program in any medium. Notwithstanding the foregoing, under no circumstance shall BGCGH become owners of any Data or FERPA-protected information provided by LCISD under this MOU, and BGCGH shall not make public any FERPA-protected, confidential, or otherwise personally-identifiable information of LCISD's teachers, principals, students or their parents (subject to legal processes), including the Data; any publication or dissemination of Data will be reported in the aggregate and shall not permit identification of individual students, students' parents, teachers, or principals. BGCGH shall not disclose any Data obtained under this MOU in a manner that could identify an individual student in published results.

4. General Liability Insurance. BGCGH represents and agrees that it will provide, before services are rendered, and maintain certain insurance as required by LCISD in amounts and through carrier(s) that are satisfactory to LCISD, including, but not limited to, general liability insurance in the minimum amount of \$1,000,000 per occurrence and worker's compensation insurance of at least \$1,000,000. BGCGH shall cause the insurance policy(ies) to name LCISD as an additional insured; provide that the insurer will have no right of subrogation against LCISD; and be reasonably satisfactory to LCISD in all other respects. BGCGH shall provide LCISD certificates of insurance indicating proof of any such required insurance and will provide written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies.

5. Non-Compliance. Notwithstanding any provision herein to the contrary, if BGCGH does not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice from LCISD, this MOU may be terminated immediately upon written notice from LCISD, in LCISD's sole discretion.

6. Liability. Neither LCISD or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of District property and/or equipment by BGCGH and BGCGH's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) noncompliance with this MOU, or (c) any act, omission, or negligence of BGCGH, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

**EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, LCISD MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LCISD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS**

**REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL LCISD BE LIABLE FOR EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF LCISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7. Indemnity. **BGCGH AGREES THAT BGCGH SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LCISD AND LCISD'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF BGCGH AND/OR BGCGH'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU.** BGCGH's obligations under this clause shall survive termination or expiration of this MOU.

8. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (2) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

If to LCISD: LCISD  
3911 Avenue I,  
Rosenberg, TX,

If to BGCGH: Zenae Campbell  
Vice President of Program Services & Operations  
815 Crosby Street  
Houston, Texas 77019

Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.

9. Relationship of the Parties. It is understood and agreed that BGCGH is a separate legal entity from LCISD and BGCGH is not an employee, agent, joint venturer, or partner of LCISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between LCISD and either BGCGH or any employee or agent of BGCGH.

10. No Waiver of LCISD's Immunity. The execution of this MOU and the performance by LCISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and LCISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to LCISD, its trustees, officers, employees, or agents under federal or Texas laws.

11. No Third Party Beneficiaries. Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.

12. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.

13. Entire Agreement. This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

14. Severability. In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

15. Interpretation. The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

16. Changes and Amendments. This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

17. Assignment. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by BGCGH without the prior written acknowledgment and authorization of LCISD. Any attempted assignment by BGCGH without LCISD's prior written consent shall be void.

18. No Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

19. Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

20. Counterparts. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.



Executed this day of \_\_\_\_\_, 2022

**Lamar Consolidated Independent SCHOOL DISTRICT**

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**BOYS & GIRLS CLUBS OF GREATER HOUSTON, INC.**

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Zenae Campbell  
Vice President of Program Services & Operations

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Kevin R. Hattery  
President & CEO

## TCLAS Assurances

The leader of the awarded organization has approved participation in all supports LEA applies for in this application

- o Awardees will designate a full-time staff person to manage, implement, and continuously improve local afterschool program

- o The project lead must attend required convenings, participating in provided trainings, and respond to TEA request for feedback and data submission including:

- o Annual

- ☐ High Quality Afterschool Kickoff Summit

- ☐ Afterschool Design and Implementation Workshop Series

- ☐ Submit Afterschool Strategic Plan (Year 1) and Revision and Reflection Documents (Year 2 and 3)

- ☐ End of Year Survey and Reflection Conversations

- o Two-times Per Year

- ☐ Reflection Stepbacks

- o Quarterly

- ☐ One-on-One Check-Ins with TEA Project Manager

- o Note: These activities may be changed with advanced notice from the TEA Afterschool team

- o The awardee will designate an afterschool steering committee – which convenes in meetings at least quarterly – for the purposes of strategic planning, continuous quality improvement and sustainability planning. This stakeholder group may include campus and district leadership, families, educators, students, community-based organizations, partners, and local businesses

- o The project lead for the awardee will submit an Afterschool Strategic Plan detailing strategic components of the afterschool program

- o The project lead for the awardee will submit a Revision & Reflection of the Strategic Plan after each implementation year detailing key learnings and revisions to the program

- o The awardee will maintain a program staff-to-student ratio of 1:15 or lower within the afterschool program. For awardees implementing a HIT model within the afterschool program, a 1:3 ratio is required between tutors and students.

- o The awardee will schedule a program in which students attend at least 4 days per week for 3 hours per

day after the regular school day ends, for a minimum of 90 days per school year.

- o The awardee will create a method for school day staff and afterschool staff to communicate about student academic data, plans for future learning, or to participate in joint curriculum-aligned professional learning opportunities

- o The awardee will not serve a student served by another Decision 11 awardee

- o The awardee's afterschool program may not operate during the regular school day

- o The awardee will recruit and retain students with the highest need

- o The awardee will provide a dedicated physical space that is safe, properly equipped, and easily accessible for students

- o The awardee will provide all services at no cost to participants or their families. Program income (i.e., participant fees) of any kind is not allowed

- o For applicants that operate existing afterschool programs with local or federal funds, funds must be used to provide additional activities and services not already funded by the existing program

**Grantees awarded supports HIT in afterschool (Decision 11C Option A):**

- o Awardees will implement selected product with fidelity and achieve usage targets for selected product after a startup 6-week buffer from initial implementation; LEAs will provide student usage information and additional training may be put in place in the event of low fidelity implementation.

- o Awardees will conduct all HIT sessions with qualified staff, and a staff-to-student ratio of 1:3 or better

- o In addition to the small group tutoring, the awardee will maintain an afterschool program staff-to-student ratio of 1:15 or lower.

- o HIT will be available to students at least 3 times per week for at least 30 minutes per session

- o HIT tutoring in afterschool will use at least one of the three platforms identified by TEA as HighQuality, TEKS-aligned tutoring supports (Zearn, BookNook, and Amplify mCLASS Intervention)

- o Awardees will implement selected product with fidelity and achieve student usage targets for selected product; TEA will review student usage reports to understand fidelity of implementation and may use allocated grant funds to require targeted training in the event of low fidelity implementation.

- o Tutors will complete all required trainings for the HQIM being used in the program

- o Programs will strive to provide consistency for students by consistently assigning tutors to the same students
- o Tutoring will be data-driven with tutors building sessions around student strengths and needs
- o Awardee will adhere to statutory requirements for accelerated instruction detailed in HB 4545
- o Awardee will participate in data collection and reporting to TEA on the efficacy and impact of tutoring and afterschool programs
- o Awardee will meet all general assurances listed above