

**MEMORANDUM OF UNDERSTANDING REGARDING THE PARTNERSHIP FOR  
SPECIAL OLYMPICS**

This Memorandum of Understanding Regarding the Partnership for Special Olympics (hereinafter referred to as “Agreement”), is entered pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791, and is made and entered into by and between the Goose Creek Consolidated Independent School District (hereinafter referred to as the “Goose Creek” or “GCCISD”), a Texas public school district with offices located at 4544 Interstate 10 East, Baytown, Texas 77521, and the Barbers Hill Independent School District (hereinafter referred to as “Barbers Hill” or the “BHISD”), a Texas public school district with offices located at 9600 Eagle Drive, Mont Belvieu, Texas 77580 (GCCISD and BHISD shall sometimes be referred to individually as “Party” or collectively as the “Parties”), acting by and through their respective, duly authorized agents.

**RECITALS**

WHEREAS, GCCISD provides Special Olympics to certain students who are eight years old or older with a qualifying disability and BHISD will enter into a partnership with GCCISD; and,

WHEREAS, some of these students would benefit from participating in individual and team sports as part of their extracurricular activities; and,

WHEREAS, the Parties desire to provide these sporting activities in partnership to the above-mentioned population of students so that the students will have an opportunity to participate equitably in competitive sports; and,

**Memorandum Of Understanding Regarding the Partnership for Special Olympics**

Effective August 30, 2025, whereby GCCISD and BHISD identifies students who meet the criteria to participate in competitive sports through Special Olympics;

WHEREAS, the Parties have experienced ongoing success with partnering in Special Olympics and believe their respective public purposes will be served by continuing the partnership in a formal agreement;

NOW THEREFORE, GCCISD and BHISD, in consideration of the forgoing recitals and the mutual covenants stated herein, agree as follows:

**ARTICLE I**  
**TERM AND TERMINATION**

1.01 This Agreement shall be effective on the date the last Party executes this Agreement and shall terminate on June 30, 2026.

1.02 This Agreement shall be renewed for an additional two, one-year terms after the expiration unless either of the parties provides written notice thirty days prior to such renewal indicating its intent not to renew the Agreement.

1.03 Either party may terminate this Agreement at any time without cause and for convenience by providing fifteen (15) days advanced written notice to the other Party, provided that upon such termination, all students then participating (defined below) shall be permitted to complete the same, subject to the terms and conditions stated herein. Notwithstanding the forgoing, upon notice to terminate pursuant to this section, in no event shall a student be permitted to continue in Special Olympics beyond the then current academic semester.

## ARTICLE II SPECIAL OLYMPICS

2.01 The Parties will establish the partnership for Special Olympics (“Partnership”), whereby BHISD and GCCISD students participating in Special Olympics (“Athletes”) will be allowed to compete competitively together.

2.02 The (“Partnership”) will include:

- (a) The Parties will each provide a minimum of 2 coaches per sport; and
- (b) GCCISD will provide a Head of Delegation for competitive sports through Special Olympics. A second Head of Delegation by BHISD may be added if the need arises;
- (c) BHISD will provide transportation to participating students for all state games; a third vehicle or bus to competitions, if needed; and transportation to special events if needed;
- (d) GCCISD will pay for all meals and lodging for state games for each athlete; and
- (e) The Parties will designate a point of contact for each of the Parties, with regular communication and collaboration regarding the partnership for Special Olympics;
- (f) Each party may enter sporting events separately or together and practices may be separately or together depending on the sport;
- (g) Fees for awards will be split evenly between the Parties;
- (h) The Parties will pay separately for each Party’s banquet costs hosting the Party’s athletes, coaches, and district personnel
- (i) The Parties will pay separately for each Athletes’ letter jackets;
- (j) The Parties will pay separately for each entry fees and other costs incurred by fees to practice each sport and for each competition at the state level; and
- (k) The Parties will pay separately for fees, meals, lodging, and travel for Athletes and coaches for each competition above the state level.

2.04 The Parties shall work collaboratively to implement the (“Partnership”) and continue to provide Special Olympics to each Party’s athletes.

2.05 The Parties shall provide permission slips for travel release for both parties’ Athletes.

2.06 GCCISD will conduct Special Olympics pursuant to all applicable guidelines set forth by Special Olympics. GCCISD shall have final authority at its sole discretion to remove Athletes

from Special Olympics, based on the GCCISD Code of Conduct without discriminating based on the Athlete's disability. BHISD will inform GCCISD of any misconduct or behavior-related issue on the part of students participating in Special Olympics.

2.07 While the Parties shall work collaboratively in the development and implementation of Special Olympics, GCCISD shall be solely responsible for the direction of the program for the Athletes.

2.08 The Parties shall not discriminate against any Student or person in violation of the IDEA, Section 504 of the Rehabilitation Act of 1973 or Title IX, or based on the person's race, gender, ethnicity, national origin, age or any other impermissible basis in carrying out the terms and conditions of this Agreement.

### ARTICLE III CONFIDENTIAL INFORMATION

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the Partnership, the GCCISD and BHISD hereby will keep medical and personal information confidential unless there is a legitimate educational interest in the educational records of the students who participate in Special Olympics to the extent that access to the records are required by the Parties to carry out the Agreement. BHISD will provide to GCCISD each athlete's disability, medical, and personal information within the Partnership. BHISD representatives shall share student information and records only to the extent it applies to the performance of the terms of this Agreement and in compliance with state and federal law and confidentiality.

### ARTICLE IV INSURANCE

During the term of this Agreement, and any extensions thereof, the Parties shall each maintain comprehensive general liability insurance in the amount of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and shall provide to the other Party a valid current certificate of insurance evidencing the above by a company or companies with a rating of not less than "A" in the last available Best's Rating Guide.

### ARTICLE V MISCELLANEOUS

5.01 In accordance with applicable legal requirements, the parties will obtain criminal history background checks and will not allow any employee to interact with Athletes who has been convicted of, plead guilty, no contest, or nolo contendere to, or received deferred adjudication, probation or pretrial diversion: a) of a felony within the last seven years; b) of any crime involving a drug related offense within the last seven years; c) of any crime involving theft within the last seven years; or d) of any crime involving violence or harm or threat of harm to any person or property such as, but not limited to: murder, voluntary manslaughter, robbery, burglary, assault, arson, kidnapping, extortion, rape or sexual assault.

5.02 Neither Party has the authority to bind the other in any manner. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties. This Agreement is executed for the benefit of the Parties. It is not intended nor may it be construed to create any third party beneficiaries.

5.03 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

5.04 This Agreement may be amended only by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

5.05 This Agreement shall be construed in accordance with laws of the State of Texas. Exclusive venue for any litigation involving this Agreement shall be in Harris County or Chambers County, Texas.

5.06 No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

5.07 Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses:

GCCISD:                      Attn: Dr. Randal O'Brien,  
Superintendent

Goose Creek Consolidated Independent School District  
4544 Interstate 10 East,  
Baytown, Texas 77521  
Email: [\\_christina.ritter@gccisd.net](mailto:_christina.ritter@gccisd.net)

---

*With a copy to:              Stacy Saxon, Head of Delegation for Special Olympics*  
*Email: [stacy.saxon@gccisd.net](mailto:stacy.saxon@gccisd.net)*

BISD:                        Attn: Dr. Greg Poole,  
Superintendent

Barbers Hill Independent School District  
9600 Eagle Drive  
Mont Belvieu, TX 77580  
Email: [stephanie.martin@bhisd.net](mailto:stephanie.martin@bhisd.net)

*With a copy to: Kevin Davis, Point of Contact for BHISD Special Olympics  
Email: kevin.davis@bhisd.net*

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

5.08 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

5.09 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.10 The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

5.11 This Agreement supersedes any and all other agreements, either oral or in writing between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

5.12 This Agreement may not be assigned by either party.

The undersigned officers or agents of the parties have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions and/or orders extending said authority have been duly passes and are now in full force and effect. Execution page to follow.

**Agreed and Accepted:**

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:**

---

---

Date

**BARBERS HILL INDEPENDENT SCHOOL DISTRICT:**

---

---

Date