



KICKSTART KIDS is a 501(c)(3) organization, Tax ID No. 52-1706526

April 11, 2023

Dr. Roosevelt Nivens
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471

Dear Dr. Nivens,

We are pleased to offer this agreement for the *KICKSTART KIDS Martial Arts and Character Development Program* being offered on your Poly Ryon Middle School campus and any additional campuses for the 2023-2024 and 2024-2025 academic years. The following guidelines promote an effective KICKSTART KIDS (KSK) program:

1) DEDICATED CLASSROOM

- a) A dedicated karate classroom is essential to the KICKSTART KIDS program. The classroom becomes a “dojo” serving as a safe haven where respect can be demonstrated to students and the room itself.
- b) The room should not be adjacent to or within the immediate vicinity of an academic classroom as it can sometimes be loud. Classes will be conducted through the entire academic day as well as before and/or after school.
- c) The martial arts classroom should be able to accommodate a minimum of twenty-five students simultaneously. A hard floor in good condition is preferred.
- d) The room should be in good repair with working heat and air conditioning. In the event of a problem, the school agrees to correct it in a timely manner.

2) OPTIMAL CLASS SIZE

- a) It is our goal to enroll an optimum number of students in each school where the KICKSTART KIDS program is offered. That optimum number is usually between 150 and 175 students. This number provides for the level of student and instructor interaction we believe is optimal for quality instruction.
- b) In the interest of effective instruction, student enrollment for the program is recommended not to exceed 200 students per campus. There are exceptions where programs are larger, but these are handled on a case by case basis depending on circumstances.
- c) We recognize that each campus is unique; however, in the event the number goes higher than 200 students, we will usually work with the school and recommend adding a second program on the same campus.

3) STUDENT PARTICIPATION

- a) All students are required to return a KICKSTART KIDS registration form executed by parent(s) or legal guardian(s) providing consent to participate.

- b) The KICKSTART KIDS Registration Form will be collected online or by the KICKSTART KIDS instructor unless otherwise dictated by the school.
 - c) There will be a one-time annual fee per student collected with this registration. All first-year students receive a karate uniform at no additional cost.
 - d) In the event students are unable to pay for participating in the program, KICKSTART KIDS will review individual circumstances and may sponsor a minimal number of students and waive the registration fee. The KICKSTART KIDS Registration Form will still need to be completed.
 - e) Student participation in KICKSTART KIDS should be voluntary.
 - f) As a general rule, scheduling of first year students should be complete by October 1st of the academic year. The KICKSTART KIDS instructor will work with campus personnel on individual cases where specific requests are made outside of this guideline.
 - g) Scheduling of KICKSTART KIDS classes should follow the same format as your campus or district, for example: If your school follows a 90 minute block schedule, the KICKSTART KIDS classes would be 90 minutes also.
 - h) Returning Students should be scheduled into appropriate classes consistent with their belt rank unless removed from the program by the KICKSTART KIDS instructor, campus administrators or their parent(s)/legal guardian(s).
 - i) All students are welcome in the Kickstart Kids program regardless of race, creed color, gender or physical ability. However, should an instructor believe a student poses a danger to him/herself, other students or our instructional staff, Kickstart Kids reserves the right to ask for removal of that student from the Kickstart Kids classroom until such time as suitable arrangements are made with the school to allow the student to safely participate in the program.
- 4) UNIFORMS
- a) All KICKSTART KIDS students will be expected to wear a martial arts uniform in class.
 - b) All first-year students are supplied with a uniform at no charge through the KSK instructor.
 - c) Students will need an appropriate location to change into their uniform before class and change back into school clothes after class.
- 5) ROOM EQUIPMENT
- a) KICKSTART KIDS supplies all training equipment needed for karate instruction and all materials for the values curriculum. This includes the puzzle mats for the floor, posters and other support materials.
 - b) Schools will provide instructor with a desk, computer, and filing cabinet.
 - c) Schools will provide (when requested) four tri-fold exercise mats. (*These are different from the karate puzzle mats that cover the entire floor.*)
- 6) ROOM MAINTENANCE
- a) KICKSTART KIDS instructors are required to maintain an orderly room.
 - b) In the interest of student health and safety, the school is required to maintain overall sanitization of the training mats and routine custodial duties.
- 7) SECURITY
- a) KICKSTART KIDS training equipment will need to be secured in a lockable closet or cabinet inside, or close to, the KICKSTART KIDS room.

- b) In addition, if the KICKSTART KIDS instructor is collecting funds, it is KICKSTART KIDS policy that these funds be held in the school safe and released to the instructor when a bank deposit can be made.
 - c) At no time are collected funds to be kept overnight in a classroom.
- 8) **SUPPORT FOR TOURNAMENTS**
- a) Students participate in up to four KICKSTART KIDS tournaments each year.
 - b) All tournaments are held in the local KICKSTART KIDS region except for the final State Championships, held once a year in rotating locations throughout Texas.
 - c) We request that schools provide transportation to KICKSTART KIDS competitions.
 - d) Tournaments are rotated through different schools in a region. We request that local school officials will assist in procurement of locations.
 - e) In our continued effort to offset the cost of the program, during tournaments and special events, KICKSTART KIDS will operate merchandise and concession booths. We request that KSK will be able to operate those booths in prime locations in relation to the event venue to maximize our fundraising efforts.
- 9) **RESEARCH**
- a) KICKSTART KIDS contracts the services of an independent evaluator for the purposes of conducting research on the KICKSTART KIDS program.
 - b) Periodically we may gather data specific to the KICKSTART KIDS program in your school. Currently this takes the form of a survey distributed to students and their parents/guardians about their experiences with the Kickstart Kids program.
 - c) Should you have questions, contact David Joe, Chief Financial Officer, at djoe@kickstartkids.org.
- 10) **ANNUAL SPONSORSHIP DRIVE**
- a) Each year KICKSTART KIDS holds an annual two-week Sponsorship Drive to raise money to help offset the costs of the program on each campus.
 - b) KICKSTART KIDS will work with each campus to accommodate their schedules as needed and request that each campus will allow the Sponsorship Drive to occur.
- 11) **GENERAL FUNDRAISING**
- a) Occasionally, with the approval of the school and KICKSTART KIDS management, KICKSTART KIDS instructors may ask to raise funds for optional program related trips and other activities at your school.
 - b) Monies raised are to be handled per #7 above.
- 12) **USE OF GYMNASIUM OR AUDITORIUM**
- a) KICKSTART KIDS will require the use of the gymnasium or auditorium for Belt Ceremonies (twice a year), demonstration team competitions and/or exhibitions (occasionally).
 - b) From time to time, the use of the gymnasium or auditorium will be needed for facilitation of tournaments which will host students from other KICKSTART KIDS school districts.
 - c) Use of these facilities will be requested through the proper school authority no less than 30 days prior to the event.

- d) Use of all necessary utilities and safety protocols will be requested through the proper school authority no less than 30 days prior to the event.
- e) These facilities will be provided by the school at no charge to the KICKSTART KIDS program.
- f) KICKSTART KIDS agrees to pay custodial staff at a rate of \$20 per hour for KICKSTART KIDS events hosted by Lamar Consolidated ISD. The number of custodians, the hours and events they will work are to be mutually agreed upon in advance. This fee does not apply to standard duties required by Lamar Consolidated ISD as part of their daily custodial duties. At the mutually agreed-upon events, custodians will be responsible for maintaining trash receptacles before, during and after the event, cleaning the facility after the event and securing premises once KICKSTART KIDS students and staff have left the facility.

13) AFTER-SCHOOL AND SUMMER KARATE

- a) The school agrees to provide facilities for after-school training during the school year.
- b) The school agrees to provide facilities for a KICKSTART KIDS summer karate program during the month of June.

14) BLACK BELT CLUB

- a) During the academic year and summer sessions, students who have “graduated” from the middle school/junior high program will be offered the opportunity to continue training in the KICKSTART KIDS Black Belt Club with their KICKSTART KIDS instructor. There is a Black Belt Club in every KICKSTART KIDS school.
- b) Classes will be scheduled either before or after school hours.
- c) We request that the school will make the campus available to these students.

15) INTEGRATION INTO SCHOOL STAFF

- a) It is important that your KICKSTART KIDS Instructor become integrated into your school community, including attending appropriate faculty meetings.
- b) The primary responsibility of KICKSTART KIDS instructors are our KICKSTART KIDS students. However, in the interest of integration and the spirit of cooperation, KICKSTART KIDS instructors can be assigned campus duty under the following conditions:
 - i) Any required training for the particular duty station will be provided by the district to the KICKSTART KIDS instructor in advance.
 - ii) Should assistance be needed with non- KICKSTART KIDS students, our KICKSTART KIDS instructor may perform additional duty provided a campus faculty or staff member is within visual range at all times to provide supervision and direction.
 - iii) KICKSTART KIDS instructors cannot be requested or required to oversee or proctor any state-mandated testing. They can, however, handle duties such as answering phones, hall duty, delivering lunch or picking up attendance.
 - iv) The district agrees that KICKSTART KIDS and its instructor shall be covered by the district’s liability insurance in connection with any assigned campus duty.

16) FIELD TRIPS

- a) KICKSTART KIDS occasionally hosts extra-curricular events (in addition to tournaments) in which all KICKSTART KIDS students are invited to participate.
- b) It is our hope that each school will allot funding for transportation to these events.
- c) Any extra-curricular event requires the approval of school officials and KICKSTART KIDS management.

17) INSTRUCTOR ABSENCE

- a) Instructors are required to notify KICKSTART KIDS management as well as school officials whenever they will be absent.
- b) In the event of an instructor absence, KICKSTART KIDS will make every effort to provide a qualified substitute karate instructor.
- c) If, for some reason, we are unable to provide a substitute, we will notify you and your school agrees to assume responsibility for providing temporary oversight for the students.

18) PROGRAM SUMMARY

KICKSTART KIDS

- a) Provides a physical karate curriculum adapted to the skill level of students throughout the school day based on demand.
- b) Provides a values-based curriculum including in-class lessons and handouts.
- c) Provides a qualified black belt instructor for direct instruction.
- d) Provides, on a weekly basis during the academic year, after-school karate classes for existing participants. (The schedule for these classes will be arranged in cooperation between the KICKSTART KIDS instructor and school administrative representative).
- e) Provides a four week summer karate program up to a maximum of three hours per day, Monday through Thursday (as agreed upon by the instructor and principal). Friday's during the summer are instructor development days.
- f) Provides belts for all belt ceremonies.
- g) Provides classroom safety equipment for students in all karate classes.
- h) Provides a representative to work with the school, school district and the community to help implement the program.
- i) Assists with administration criminal background checks and drug tests on KICKSTART KIDS employees as required.

19) THE AGREEMENT

- a) This agreement represents the intentions of both parties to offer the KICKSTART KIDS program and curriculum to students at Poly Ryon Middle School during the 2023-2024 and 2024-2025 academic years beginning in August 2023, with an option to extend one year for the 2025-2026 academic year.
- b) KICKSTART KIDS or the school district may cancel or withdraw from the agreement upon a 30-day written notice with or without cause.
- c) The school district agrees that, during the term of this agreement and for a period of one (1) year after the termination of this agreement, it shall not hire, employ or retain as an independent contractor any KICKSTART KIDS instructor assigned to the school district during the term of this agreement.

20) PROGRAM AWARENESS

- a) KICKSTART KIDS program and instructor information should be included on the school website.
- b) KICKSTART KIDS events should be listed on the school calendar.

21) PROGRAM FUNDING

- a) The KICKSTART KIDS program and curriculum total cost currently exceeds \$110,000 per program. This includes a full-time instructor (salary and benefits), room equipment, uniforms and belts, belt ceremonies, values curriculum, tournament expenses, after

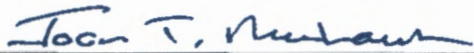
school and summer school program costs, special event costs and KICKSTART KIDS staff support.


- b) Under this agreement, Lamar Consolidated ISD will pay \$75,000 per program, per academic year for the *KICKSTART KIDS Martial Arts and Character Development Program*, and the fee may escalate at the commencement of a new academic year by the Cost of Living Adjustment (“COLA”) or inflation rate. If the program extends to additional campuses, the same fee will apply per campus. This amount is due within thirty (30) days of initiation of your operating budget for each academic year. Any exceptions must be requested through David Joe, Chief Financial Officer, at djoe@kickstartkids.org or 713-868-6003, x102.
- c) The remainder of the fee for each academic year will be the responsibility of the KICKSTART KIDS, also known as the Kick Drugs Out of America Foundation.
- d) This signed Agreement must be received in our offices no later than June 1st in order to insure commencement of the program.

Without the appropriate administrative approval, your KICKSTART KIDS program may be delayed.

We eagerly anticipate working with the students and staff of Lamar CISD. Should you have any questions or concerns, please contact Joan T. Neuhaus, Executive Director, at [jneuhau@kickstartkids.org](mailto:jneuhaus@kickstartkids.org) or 713-868-6003, x105.

Sincerely,


Joan T. Neuhaus
Executive Director
Kickstart Kids
Date 11 APR 2023


Dr. Roosevelt Nivens
Superintendent of Schools
Lamar Consolidated ISD


Date 3/26/2023