

**MEMORANDUM OF UNDERSTANDING
BETWEEN LYON COUNTY SCHOOL DISTRICT AND
SPECIAL OLYMPICS NEVADA, INC. FOR THE UNIFIED
CHAMPION SCHOOLS PROGRAM
2026-2027**

This Memorandum of Understanding (the Agreement) is between Special Olympics Nevada, a Nevada non-profit public benefit corporation (Special Olympics) and the Lyon County School District (District), hereinafter collectively referred to as the “parties.”

The parties intend by this Agreement to implement the Special Olympics Nevada Unified Champion Schools Program (UCS). The UCS Program is a K-12 education program that partners students with and without disabilities through unified sports, inclusive youth leadership initiatives, and whole school engagement, as defined below. These programs provide the participants with the knowledge, experience, and skills necessary to create and sustain school communities that promote inclusion, acceptance, and respect for all students.

The UCS Program is conducted during the regular school day and consists of the following components:

1. Unified Sports
 - a. Unified Sports combines students with and without disabilities on sports teams for training and competition.
 - i. Non-traditional sports activities such as corn-hole, kickball, fitness, and etc. can also be included in this category.
2. Inclusive Youth Leadership
 - a. Inclusive Youth Leadership offers opportunities for youth with and without intellectual disabilities to become agents of change within their school, community, and state.
3. Whole School Engagement
 - a. Whole School Engagement activities positively impact school climate by including all students, teachers, staff, and administrators.

To implement the Unified Champion Schools Program, the parties agree as follows:

1. **Term:** The Agreement will become effective upon approval by the District’s governing board and will remain in effect through July 2027. Any renewal,

amendment, or modification of this Agreement must be accomplished in writing and executed by both District and Special Olympics and approved by the governing board.

2. Responsibilities of Special Olympics: Special Olympics will support the UCS Program as follows:

- a. Provide a financial grant (the Grant) to the District in the amount specified in Exhibit A to defray the costs incurred by the District for transportation, to implement, promote, develop, and operate Special Olympics UCS program. Special Olympics will pay the Grant to the District in two installments on or about the first day of November 2026 and April 2027, as specified in Exhibit A. No installment payment will be made by Special Olympics unless and until all prior payments made under this Agreement have been negotiated. This grant's disbursement is contingent upon approved funding from Special Olympics North America (SONA). Special Olympics Nevada, Inc. will receive an update on the status of our grant application and will inform District if funds have been approved no later than August 1, 2026. Special Olympics will determine the amount of the Grant for subsequent years if the Agreement is renewed.
- b. Assist the District's assigned Coordinator(s) (the Coordinator(s), as defined herein in paragraph 3b). Final selection of the Coordinator(s) can be made by the District or by Special Olympics.
- c. Provide training to the Coordinator(s) and other District representatives as may be necessary for the successful implementation and operation of the UCS Program.
- d. Provide the sports equipment required to conduct the UCS Program. Said equipment will remain the property of Special Olympics and will be returned to Special Olympics upon termination of this Agreement, should this Agreement not be renewed. Special Olympics will further provide Special Olympics materials and support to assist the District with implementation of the UCS Program.

3. Responsibilities of the District: The District will implement the Unified Champion Schools Program as follows:

- a. Provide the UCS Program for students in grades K-12 at district sites through June 2027. Engage a minimum of 6 schools in the successful implementation of all three components of the UCS Program: Unified Sports, Inclusive Youth Leadership, and Whole School Engagement. The UCS Program will include sports training, competition, and whole school engagement initiatives as well as inclusive health education and stress management resources either in-person or virtually.

- b. Supporting a teacher(s) with a current Nevada teaching credential, who is regularly employed by the District, serving as the Coordinator(s) The Coordinator(s) shall promote, coordinate, and operate the UCS Program in accordance with the terms of this Agreement. The Coordinator(s) shall utilize Special Olympics materials to recruit, train, and coordinate volunteers, teachers, and classroom aides in order to ensure that they are prepared for their responsibilities in working with the students who participate in the UCS Program, and to satisfy all statutory and other qualification requirements.
 - c. Securing the necessary facilities for the UCS Program including for both sports training and competition activities.
 - d. Involving general education students as active participants in the UCS Program, including as Unified Sports partners, coaches, volunteers, peers, leaders, and supporters.
 - e. Appropriately acknowledging Special Olympics and any other organizations or individuals which or who provide funding and/or other support for the UCS Program.
 - f. Providing program participation data to Special Olympics monthly. Such shall include the number of students participating in sports training and competition, inclusive health education, number of students participating in whole school engagement, number and type of competitions hosted, and the number and type of whole school engagement initiatives hosted. It will be the responsibility of the Coordinator(s) to collect and report this data to Special Olympics. Special Olympics will provide the necessary forms for data reporting.
 - g. Develop and prepare an Annual Plan for the 2026–2027 school year, including the goals and objectives for the UCS Program during the school year. Present plan for consideration and approval by Special Olympics by August 1, 2026.
 - h. Submit a final report on achievement of districts' goals and objectives established in the Annual Plan and Financial Input for Special Olympics Report by June 15, 2027.
 - i. The District will appoint and support a minimum of one District Liaison. The District Liaison(s) will assist schools in achieving UCS status, assume specific duties as it relates to Unified events, and one District Liaison shall be designated by the District as the lead contact for Special Olympics.
- 4. License to Use Special Olympics Marks:** Special Olympics hereby grants to the District a non-exclusive and non-transferable license to use the Special Olympics name and logo (collectively, the “Special Olympics Marks”) for the UCS Program’s promotion and operation. However, any use of the Special Olympics Marks will be subject to Special Olympics’ prior approval as to usage, style, and

content. The license granted under this Agreement will terminate when this Agreement terminates.

5. Indemnification:

- a. The District shall defend, indemnify, save, keep and hold harmless Special Olympics, Special Olympics, Inc., and their officers, directors, employees, and agents from and against any and all liabilities, obligations, claims, damages, judgments, injuries, losses, or expense (collectively “loss” or “losses”) arising from, relating to, or in connection with this Agreement, its performance, or the UCS Program, but only in proportion to and to the extent that such losses are caused by or result from the negligent or willful acts or omissions of the District, its governing board, officers, employees, volunteers, or agents. Special Olympics shall provide the District with prompt written notice of any claim or action for which indemnification is sought hereunder and shall cooperate in all reasonable respects with the District in connection with any such claim or action.
- b. Special Olympics shall defend, indemnify, save, keep and hold harmless the District, its officers, directors, employees, and agents from and against any and all liabilities, obligations, claims, damages, judgments, injuries, losses or expense (collectively “loss” or “losses”) arising from, relating to, or in connection with this Agreement, its performance, or the UCS Program, but only in proportion to and to the extent that such losses are caused by or result from the negligent or willful acts or omissions of Special Olympics, its board, officers, employees, or agents. The District shall provide Special Olympics with prompt written notice of any claim or action for which indemnification is sought hereunder and shall cooperate in all reasonable respects with Special Olympics in connection with any such claim or action.

6. Insurance:

- a. The District shall maintain during the full term of this Agreement the following insurance amounts, coverage, and terms:
 - i. Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage.
 - ii. Commercial Automobile Liability Insurance for Non-Owned/Hired Auto liability with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- b. All District policies shall provide thirty (30) days advance written notice to Special Olympics of any cancellation, non-renewal, or reduction in coverage to the following office and contact:

Special Olympics Nevada
Attn: President and CEO, Terrence Thornton
748 S. Meadows Pkwy, Ste. A-9 #133
Reno, Nevada 89521

- c. If any policies are written on a claims-made-form, the District agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- d. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- e. Before commencing any operations under this Agreement, the District shall provide Special Olympics with a certificate(s) of insurance, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly if requested.

- 7. Relationship of the Parties:** The Coordinator(s) and any other employee of the District or any district or school included within the District (collectively "School Employees") assigned to perform services under this Agreement are all school employees and shall remain School Employees for the duration of their performance of services pursuant to this Agreement. They are not and will not become Special Olympics employees at any time while this Agreement is in force and shall not have or acquire from Special Olympics any workers' compensation coverage, employment benefit, pension, civil service, or other status or right which the District may confer on its employees.

The District shall be responsible for the supervision and evaluation of the Coordinator(s) and any other School Employees assigned to perform services under this Agreement. The District, and not Special Olympics, will maintain all legal responsibility for students and staff participating in the Unified Champion Schools Program.

The District acknowledges that Special Olympics is a party covered by any photography and video releases executed on behalf of any District students participating in any aspect of the Unified Champion Schools Program.

- 8. Notices:** With the exception of the notice requirements of Paragraph 6b above, any notice provided by a party under this Agreement will be in writing and either

served personally or sent by prepaid, first-class mail or by commercial overnight mail or courier, addressed to the other party as follows:

Lyon County School District

Attn: Rachel Stewart; Executive Director Special Services
25 East Goldfield Avenue
Yerington, NV 89447

Special Olympics Nevada

Attn: Terrence Thornton; President and CEO
748 S. Meadows Pkwy Ste. A-9 #133
Reno, NV 89521

- 9. General Provisions:** This agreement is subject to and will be construed according to the laws of the State of Nevada. This Agreement and the attached exhibits contain the entire agreement between the parties relating to the subject matter hereof. All prior agreements relative hereof are superseded by this Agreement. This Agreement may be amended only by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

Special Olympics Nevada

Lyon County School District

Terrence Thornton
President and CEO

Rachel Stewart
Executive Director Special Services

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
EXHIBIT A**

PART I: PROGRAM SPECIFICATIONS

District: Lyon County School District

School Year: 2026 – 2027

Coordinator(s): *Assigned District Liaison(s)*
Primary responsibility is to coordinate and manage all aspects of the general UCS Program

Grant Amount: **\$4,200.00**

Grant Payment Installment Schedule:

- Grant payments will be made to the District in two installments.
 - The first on or about the first day of November 2026.
 - The second on or about the first day of April 2027.
- Grant payment installments will begin November 2026 if the Memorandum of Understanding is completed by then. The payments will be made retroactively if it is executed after then.
- This grant's disbursement is contingent upon approved funding from Special Olympics North America (SONA). Special Olympics Nevada, Inc. will receive an update on the status of our grant application and will inform District if funds have been approved no later than August 1, 2026.

2026-2027 Goals for participation:

- Minimum of 6 returning schools. (Defined as schools recognized by Special Olympics as Unified Champion School)
- Minimum of 6 Champion Schools (Defined as minimum of one activation in each UCS component reported)
 - Utilize current Special Olympics Nevada/Lyon County Schools list of schools as a guideline for targeting participation.

Unified Special Olympics Sports can include but are not limited to:

- Bowling/Fall
- Basketball/Winter
- Track & Field/Spring
- Young Athlete Program (age 2-7)

- Flag Football, Corn-hole, and other Unified sports scheduled throughout the year
- Inclusive health education and stress management resources either in-person or virtually.

PART II: 2026 – 2027 ANNUAL PLAN

It is recognized that *Unified Sports, Inclusive Youth Leadership, and Whole School Engagement* activities have a positive impact on the entire school community. Schools that engage in these three components within the current school year will be considered a Special Olympics **Unified Champion School**. This approach compliments the objective of our educators and our youth to create a school climate of respect and tolerance for all students with and without intellectual disabilities.

The District understands that the success of reaching the goals and objectives set forth in the Annual Plan may impact future funding from Special Olympics to the District.

1. Unified Sports/Activity

Maintain three (3) sports/activities with participation in the following (can include but is not limited to)

- i. Bowling, basketball, track & field, cornhole, flag football, etc.

2. Inclusive Youth Leadership

3. Whole School Engagement

Work in collaboration with Special Olympics Nevada to include general education students in a variety of Whole-School Involvement activities including Spread the Word, Unified rallies, volunteering, Fans in the Stands and other inclusive activities.