

# 2021-2022 Nita M. Lowey 21st Century Community Learning Centers (CCLC), Cycle 11, Year 1 Competitive Grant Application: Due 11:59 p.m. CT. January 21, 2021

Texas Education Agency Competition	tive Grant Applica	ition: Due 11:59 p.m	i. CI, January 2	1, 2021	
NOGA ID			Applica	ation stamp-i	n date and time
TEA will only accept grant applicatio applications and amendments. Subr	-		_		
Competitive grant applications and	amendments to comp	oetitivegrants@tea.texas.	gov		
Authorizing legislation: Public L Every S		ary and Secondary Edu t, Title IV, Part B (20 U		5, as am	ended by
Grant period: From 07/01/2021 t	to <b>07/31/2022</b>	Pre-award costs:	ARE NOT permit	tted for th	nis grant
Required attachments: Refer to	the program guideli	nes for a description of	any required atta	chments	
Amendment Number					
Amendment number (For amendn	nents only; enter N/A	A when completing this	form to apply for $\mathfrak g$	grant fun	ds):
1. Applicant Information					
Name of organization Boys & Gir	ls Clubs of El Paso				
Campus name Boys & Girls Clubs	s of El Paso CDN 07	71904 Vendor ID 3201	1525600 ESC 19	DUNS	074857491
Address 801 S. Florence St.		City El Paso	ZIP 79901	Phone 9	15-532-7410
Primary Contact Whit Smith	Email w	smith@bgcelpaso.org		Phone 9	15-532-7410
Secondary Contact Anthony Toma	asheski Email a	tomasheski@bgcelpas	o.org	Phone 9	15-532-7410
2. Certification and Incorpora					
I understand that this application of a binding agreement. I hereby cert correct and that the organization in a legally binding contractual agree accordance and compliance with a I further certify my acceptance of the applicable, and that these documes Grant Award (NOGA):  Solution:  Grant application, guidelines, General Provisions and Assur	tify that the informatinamed above has autement. I certify that a all applicable federal the requirements contents are incorporated and instructions	on contained in this appet thorized me as its represented me as its represented and state laws and regreyed in the following as part of the content of the person of the content of the co	olication is, to the esentative to oblig d activity will be contained.  Julations.  Julations of the gray of the grant applications of Suspension Cer	best of neate this conducted ant application and	ny knowledge, organization in d in cation, as Notice of
<ul> <li>☑ Application-Specific Provisions and Assurances</li> <li>☑ ESSA Provisions and Assurances requirements</li> </ul>					
Authorized Official Name Anthony	/ Tomasheski Title C		atomasheski@bgo	•	
Phone 915-532-7410 Signature	Anthony Ton	nasheski		Date	01.20.2021
Grant Writer Name Whit Smith	Signature	week.		Date	01.20.2021
Grant writer is an employee of the	applicant organization	. Grant writer is <b>no</b>	<b>t</b> an employee of th	 e applicar	nt organization.
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3. Shared Services Arrangements	
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Shared services arrangements (SSAs) **are** permitted for this grant.

# Check the box below if applying as fiscal agent.

The LEA or ESC submitting this application is the fiscal agent of a planned SSA. All participating agencies will enter into a written SSA agreement describing the fiscal agent and SSA member responsibilities. All participants understand that the "Shared Services Arrangement Attachment" must be completed and signed by all SSA members, and submitted to TEA before the 80% reserve on the NOGA is lifted.

# 4. Identify/Address Needs

List up to three quantifiable needs, as identified in your needs assessment, that these program funds will address. Describe your plan for addressing each need.

Quantifiable Need	Plan for Addressing Need
All target schools reported low scores on reading, writing and math on the STAAR tests, according to the Texas Education Agency 2018-2019 Report Card. This indicates greater academic support is needed in these subject areas.	Boys & Girls Clubs of El Paso (BGCEP) will provide afterschool and summer programming for 245 students or more at four San Elizario Independent School District (SEISD) sites that includes focused tutoring addressing learning gaps in reading, math, writing and other academic subject areas.
There is a very high proportion of students who are English Language Learners (EL) among all target campuses, and a strong need to enhance the academic performance of EL students in multiple	BGCEP will provide enrichment programs that incorporate learning into fun hands-on, group-oriented activities for students in need of academic support, especially EL students. These activities will reinforce learning in the classroom as students apply academics in a real-world context.
The campuses have a need for greater rates of parent participation in school campus activities. Participation promotes parents' personal growth and positive involvement in their children's academics.	BGCEP will provide family engagement activities that promote personal learning and growth and parental involvement in their child's academic progress.

#### 5. SMART Goal

Describe the summative SMART goal you have identified for this program (a goal that is Specific, Measurable, Achievable, Relevant, and Timely), either related to student outcome or consistent with the purpose of the grant.

60% of regular students in the BGCEP ACE program will demonstrate a three-point increase in their overall Grade Point Average (GPA) by July 31, 2022. BGCEP will review grade report cards issued by the targeted schools to review progress toward this goal. Improvement in GPA is relevant as an indicator of the program 's success toward achieving its overarching purpose in supporting student academic success, especially among at-risk student populations.

# 6. Measurable Progress

Identify the benchmarks that you will use at the end of the first three grant quarters to measure progress toward meeting the process and implementation goals defined for the grant.

#### **First-Quarter Benchmark**

Process Goal for the First Quarter: BGCEP will identify and recruit 245 students by the end of the first grant quarter. Objective (1): BGCEP will hire all program administrative and site level staff, including Program Director, Family Engagement Specialist (FES), Site Coordinators, Youth Development Specialists and tutors at each elementary school by 8/20/21. Objective (2) Meet with key school staff at each elementary school to coordinate recruitment efforts by 9/15/21. Objective 3: Complete presentations at PTA meetings at each elementary school by 9/30/21. Objective 4: Develop and implement systems to incentivize program participation by 9/30/21.

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# 6. Measurable Progress (Cont.)

#### **Second-Quarter Benchmark**

Process goal for the Second Quarter: 125 students will complete 45 days or more of programming by the end of the second quarter. Objective (1) Complete all MOUs with partner entities by 8/31/21. Objective (2) All ACE site staff will complete a program schedule outlining all activities throughout the Fall Semester by 9/15/21. Process goal (2) 45 parents/guardians or more will participate in family engagement activities by the end of the second quarter. Objective (1): Complete interest assessment of families by 8/31/21. Objective (2) Complete program schedule outlining all activities throughout the fall semester by 9/15/21.

#### Third-Quarter Benchmark

Process goal for Third Quarter: 125 or more additional students will complete 45 days or more of programming by the end of the Spring Semester. Objective (1): Each site will complete in-house mid-term report on progress toward meeting threshold of 45 day program completion rate for students that includes evaluation of incentivization strategies by 1/15/22. Objective (2) identify and implement two additional incentives to recruit and retain students by 1/30/22. Process goal (2): an additional 50 parents/guardians or more will participate in family engagement activities by the end of the third quarter. Objective (1): Complete interest assessment of families by 1/20/22. Objective (2) Complete program schedule outlining all activities throughout the spring semester by 1/31/22.

# 7. Project Evaluation and Modification

Describe how you will use project evaluation data to determine when and how to modify your program. If your benchmarks or summative SMART goals do not show progress, describe how you will use evaluation data to modify your program for sustainability.

Helix Solutions (HS) has extensive experience evaluating 21st CCLC grants, having been contracted by an El Paso, Texas area school district every academic year since the 2011-2012 academic year. HS will develop an evaluation plan in a collaborative process with project stakeholders that is consistent with the "Texas ACE Local Evaluation Guide. The plan will include both a process and outcome evaluation, and contain key evaluation questions, data collection and analysis methods, and identify due dates. The process evaluation, for example, will address participant exposure (i.e., participant attendance) and program quality. The evaluators will administer one student survey in the fall term and program quality self-assessments in the spring term to determine overall program quality and potential student engagement and satisfaction. The team will also assess parent/guardian attendance levels for family engagement activities. The evaluation team proposes to implement the Healthy Kids Program Quality Self-Assessment to determine program quality across seven domains (safety, supportive relationships, meaningful youth involvement, skill building, and community involvement).

HS will also rely on secondary data, provided by SEISD, to assess participant progress across state outcomes—e.g., grades, school attendance, school discipline referrals, course completion and achievement scores. Evaluators will determine changes, if any, between the baseline and the current academic years (i.e., compare 2020-2021 data to that of the 2021-2022). HS will meet with project staff at least once a quarter and discuss evaluation findings (as they become available). Further, the project staff will meet to review evaluation findings and any recommended program modifications needed to address potential issues and concerns. When modifications to the project appear necessary, the following questions will guide implementations of new strategies: 1) What can be done differently to effectively complete the project? 2) What key changes to the project can better achieve the project goals? 3) What are the lessons learned for future implementations?

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8. Statutory/F	Program As	ssurances	
The following a	ssurances a	poly to this grant r	program. In order to meet the requirements of the grant, the grantee

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

Check each of the following boxes to indicate your compliance.

- ☑ 2. The proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- ☑ 3. The program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended, Section 1114 and the families of such students.
- 4. Applicants that receive priority points for serving: 1) students in schools implementing comprehensive support and improvement activities or targeted support and improvement activities under ESEA as amended, Section 1111(d) and other schools determined by the local education agency to be in need of intervention and support and 2) students who may be at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities or who lack strong positive role models assure that they will target these students.
- ∑ 5. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy. Funds will be used to increase the level of state, local, and other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case, supplant federal, state, local, or non-federal funds.
- ▼ 7. The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- ⋈ 8. The applicant provides assurance to adhere to all Statutory Requirements, TEA Program Requirements, and Performance Measures, as noted in the 2021-2022 Nita M. Lowey 21st Century Community Learning Centers (CCLC), Cycle 11, Year 1 Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the grant program.
- 9. The applicant agrees to all applicable program-specific assurances as described in the 2021-2022 Nita M. Lowey 21st Century Community Learning Centers (CCLC), Cycle 11, Year 1 Program Guidelines.

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# 9. Statutory/Program Requirements

- 1. Applicants are required to evaluate community needs and resources and describe the results, including the resources available in the community, and how the program strategies and activities proposed to be carried out in the center(s) will address the identified needs of students and their families. In alignment with the information provided in the application, Part I: Identify Address Needs, please provide the following information related to needs assessment.
- a. Describe the needs assessment process, center-level needs assessment process, multiple sources of data used, and stakeholder feedback that occurred for this grant application.
- b. Describe the results including the student population deemed "most in need" for each campus proposed to be served and provide the estimated number of students that meet the need-based criteria, including the percent of eligible students at the campus that the program plans to serve.
- c. Describe the plan for how the center will continually assess and recruit the students most in need and how the plan addresses the needs of working families.

BGCEP conducted the needs assessment utilizing a variety of sources including U.S. Census, TEA Campus Report Card data, and Comprehensive Needs Assessment (CNA) documents. BGCEP also sent a survey to SEISD staff to identify additional needs in the student population and gaps in available resources in communities served by the proposed centers.

The needs assessment revealed students are performing well below grade level in multiple courses, especially reading, math and writing. Almost all of the above scores are significantly lower than state averages. Our target campuses, chosen for their demographics, have a 99% Latino population, and over 90% economically disadvantaged students and high EL student population.

Texas Academic Performance Reports identified areas of weakness in specific academic areas. Below are STAAR scores for all grade levels scoring At Grade Level for reading, math and writing using 2019 data. EL and economically disadvantaged student percentages are also provided: Lorenzo G. Alarcon Elementary School: Reading: 31%; Math: 40%; Writing: 18%; EL population: 66.7%; Economically disadvantaged: 93.03%. Alfonso Borrego Sr. Elementary School: Reading: 45%; Math: 55%; Writing: 39%; EL population: 70.6%; Economically disadvantaged: 91.89%; Josefa L. Sambrano Elementary School: Reading: 38%; Math: 46%; Writing: 32%; El population: 72.8%; Economically disadvantaged: 94.9%; Ann M. Garcia-Enriquez Middle School: Reading 40%; Math: 47%; Writing: 24%; EL population: 46.4%; Economically disadvantaged: 93%. (TEA SRC and CAN reports)

SEISD staff indicated that academic support in reading and math is much needed. In group meetings and in the survey, staff responded that leadership development and college preparedness are some of the additional services the children need. Parents need to understand the importance of their role in supporting the district 's efforts to prepare students for education beyond the secondary level. They also require education about how to access community resources in finances, mental health and recreation. San Elizario is located in a more rural area of El Paso County outside the city limits and resources are limited. The SEISD administration also reported that transportation is a great need for students at these centers and many of them would require bussing from the centers back to their homes at the end of each day.

The needs assessment showed there are approximately 1,207 (60%) students that meet the need-based criteria including low academic scores and EL status. This includes 383 students at Alarcon Elementary School; 347 students at Borrego; 108 students at Sambrano Elementary, and 369 students at Enriquez-Garcia Middle School. Sambrano Elementary School serves only K-2nd grade, with the majority of students attending Kindergarten and 147 students in grades 1-2.

BGCEP Site Coordinators will interface with teachers, school counselors and social workers throughout the school year to identify those students and families who are at-risk and in most in need of ACE services. The strong relationship between BGCEP staff and school partners is essential and Site Coordinators will maintain clear communication about the program and the referral process for students most in need by actions such as attending school staff meetings and in day-to-day interactions with school staff.

The FES will also interface with school staff on a regular basis to communicate in regard to the family services component of the program and to assess needs of working families. S/he will administer a needs/interest assessment form to working families to identify current needs and interests and develop activities based on responses. BGCEP will provide this assessment at the beginning of each semester.

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# 9. Statutory/Program Requirements (Cont.)

2. Programs must help students meet academic standards as defined by the measures of effectiveness (i.e., growth in state assessment, improved GPA, increased school day attendance, improved school day behavior, and increased student engagement in learning) listed in the Purpose of Program section of this RFA. (See Program Guidelines) Describe how the proposed program design will positively impact this set of measures at the grant and center levels. Provide data and SMART goals describing the expected estimated impact over time on one or more measure.

The program will positively impact academic performance using the Boys & Girls Clubs of America 's Project Learn model of academic intervention. The method utilizes small group instruction offering intensive tutoring in reading and mathematics. Also, part of the Boys & Girls Clubs model is the Power Hour homework assistance provided at all Club sites, ensuring that all youth complete their daily homework assignments. Academic performance will also be improved through enrichment activities provided by nonprofit partners Kids Excel and Creative Kids, both nationally and locally recognized organizations in youth development. Through these partners, the Arts will be integrated into enrichment activities that reinforce learning across multiple subjects, including Science, Technology, Engineering, Arts and Math (STEAM).

Attendance and disciplinary referrals: BGCEP will incorporate mentoring (one to one and group mentoring) as part of the Boys & Girls Clubs model. BGCA mentoring consists of positive relationship building between staff and student. The U.S. Dept. of Education has found that quality relationships with trained mentors lasting for more than a year along with child directed activities can lead to a more positive attitude towards school and increase school attendance and performance.

There will be continuous communication between School educators, BGCEP and partner staff in regard to the ongoing learning needs of the student population and families. The Site Coordinators will communicate on an ongoing basis with educators at the school sites, gathering data about identified academic and behavioral deficit areas. They will share this information with all partners to ensure that programming addresses these gaps.

BGCEP will track program impact through the following objectives: (1) By the end of the 2021-2022 school year, 60% of ACE students will be at grade level or higher in reading and math on STAAR tests; (2) By the end of the 2021-2022 school year, 60% of ACE students will have a 3-point improvement in their overall GPA; (3) By the end of the 2021-2022 school year, 90% of ACE students will have fewer disciplinary referrals than in the previous year.

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# 9. Statutory/Program Requirements (Cont.)

3. Describe the proposed program activities and how they are expected to improve student academic achievement and overall student success. Include a plan for how the center-level programs will coordinate with the regular school day to address student needs and integrate program activities with the curricular program of the campus. Address activity oversight and how the program will ensure that activities are engaging for students.

BGCEP will implement activities for 245 or more children, creating learning centers where students will receive academic support throughout the week including homework and reading assistance. The model will utilize mentoring relationships that will reinforce participation and will produce positive academic outcomes.

Strategic Program Implementation sample rotations of 60 minutes: After-school homework assistance Power Hour and/or specialized tutoring for skills gap remediation using tutors providing targeted interventions, and lesson plans to support core subjects such as reading, math and writing. The Power Hour program will engage all students in homework completion and academic skill practice during the first program hour after school. Trained staff and volunteers (including certified teachers) will provide guidance and tutoring to students in both one-on-one and group formats as needed. Recreation will include Fitness Programming such as Triple Play (organized fitness competitions), a comprehensive health and wellness program developed by the Boys & Girls Clubs of America (BGCA) in collaboration with the U.S. Department of Health & Human Services. Triple Play features three components: Healthy Habits engages youth in nutrition education and cooking activities. Fitness Challenges will engage youth in fun, non-competitive fitness games and tournaments. Social Recreation will help youth build skills in cooperation, sportsmanship, and conflict resolution. Smart Moves (at risk prevention curriculum that is developmentally age specific) will build resiliency, reinforce positive lifestyle choices, and promote prosocial values. Career Exploration will include BGCA Computer formatted programming such as Career Launch, Money Matters and BGCA MyFuture. MyFuture offers youth opportunities to build foundational computer skills such as coding, app design, online safety, and web design. During summer sessions BGCEP will implement the Summer Brain Gain program to prevent summer learning loss by reinforcing skills in reading, writing, math, and science, technology, engineering, arts and math (STEAM).

Additional partners will supplement enrichment activities that integrate academic content into the arts, including STEAM, and cultivate teambuilding and leadership development. Activities will be added into the rotational format and will be offered at all four Club sites. Creative Kids Inc. is a 20-year-old national award-winning, non-profit art education agency whose mission is to provide a high-quality creative youth development program utilizing the power of visual arts. Kids Excel El Paso (KEEP) 's distinctive dance program utilizes the award-winning NDI teaching methodology and program model developed by Jacques d ' Amboise.

BGCEP will implement a wide array of family services for parents/caregivers at the four schools including programs that address issues identified in the needs assessment including orienting working families about the various educational, health and social services in the community and how to access them, a need identified in our survey. This can include ESL, GED and computer and technical skills classes and parenting classes. BGCEP will work with the SEISD to coordinate existing resources to meet these needs. BGCEP will provide program materials in both English and Spanish, reflecting the high proportion of parents who are monolingual Spanish speakers.

BGCEP will ensure ACE activities are aligned with school curricula by utilizing the services of an Academic Coach. This professional will be a certified teacher and will serve on a contractual basis on a part-time schedule. S/he will be responsible for reviewing all school curricula planned by SEISD and regularly meeting with the Program Director to develop and plan Club activities that align with school learning objectives at each of the campuses.

Center-level programs will also address student needs and integrate program activities with the curriculum program of the campus by implementing alignment strategies. The Site Coordinator will attend school staff meetings, meetings with principals, and school district trainings on relevant subjects such as state content standards. Site Coordinators will also work with teachers to identify student needs.

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# 9. Statutory/Program Requirements (Cont.)

4. Describe the planned partnership between the applicant and the proposed eligible partner organization. Include how the partnership will contribute to achieving stated objectives and sustaining the program over time. Check the box if applying for priority points for such a partnership. To receive priority points, the applicant must provide information that demonstrates the activities proposed in the application are, as of the date of the submission of the application, not accessible to students who would be served; or that it would expand access to high-quality services available in the community.

TEA will provide the same priority to an application submitted by a local education agency (LEA) if the LEA demonstrates that it is unable to partner with a community-based organization in reasonable geographic proximity and of sufficient quality to meet the requirements of this grant. Check the box if applying for priority points under this special rule. If this box is checked, provide clear relevant evidence that the LEA is unable to partner with a community-based organization in reasonable geographic proximity and of sufficient quality to meet the requirements.

• This applicant is part of a planned partnership

○ The applicant is unable to partner

BGCEP Academic Success ACE Program is a partnership between SEISD and BGCEP. The sites are located in southeast El Paso, targeting some of the most distressed neighborhoods in the county. Through this partnership SEISD will enable BGCEP to implement high impact Boys & Girls Clubs programming with minimal overhead cost. BGCEP engaged SEISD about the need for 21st CCLC services, which recognized the impact these services would bring to its communities. Traditionally Boys & Girls Clubs are strategically located in the most distressed communities across America. The U.S. Office of Juvenile Justice and Delinquency Prevention has documented that when a Boys & Girls Club is built in a neighborhood, juvenile crime within a two-mile radius goes down. The schools and adjunct sites are located in the neighborhoods where kids need us most as evidenced by crime and poverty rate and receiving low scores on campus academic reports.

SEISD and BGCEP recognize that both parties share the following common goals: (1) To continue our standard of excellence by ensuring every student is progressing academically, socially, and emotionally; (2) To prepare our students to connect with the necessary skill sets that will enable them to pursue their postsecondary goals; (3) To build, maintain, and improve student academic performance through a collaboration between home, school, and community.

Both parties understand this agreement allows each party to work toward these shared goals by authorizing the implementation of this project at the specified school sites. This project promotes these goals by providing SEISD students and families expanded access to intensive academic tutoring in reading and math, enrichment activities that reinforce learning in the classroom, and family support services that enable parents to become more involved in their children 's academic success. Program activities proposed in the application are not accessible at this time to students who would be served and expands access to high-quality services available in the community.

The partnership will build on the strengths of all member entities in order to make the program a success. The leadership from each of the ACE Program partners will convene on a regular basis to review progress toward meeting the program objectives and will develop a formal long-term sustainability plan that ensures viability of program operations beyond the grant end date. BGCEP will present the plan to the Community Advisory Council for review and for additional input. Also, since BGCEP will provide this program on-site at the schools, there will be consistent, day-to-day interactions between Site Coordinators, the Academic Coordinator and schoolteachers and other school staff. This provides multiple opportunities to share ideas to improve operations.

The partnership will also include two award-winning local nonprofits, Creative Kids and Kids Excel El Paso, to provide enrichment activities in the Arts that reinforce academic learning, leadership development, team building, and help build confidence and a sense of excellence.

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# 9. Statutory/Program Requirements (Cont.)

5. Explain how the program will apply best practices, including research- or evidence-based practices, to provide educational and related activities that will complement and enhance academic performance, achievement, postsecondary and workforce preparation, and positive youth development of the students.

Independent evaluation by Private Ventures finds that Boys & Girls Clubs of America youth development strategies demonstrate nationally that 90% of club members graduate from high school. When additional academic assistance is required for those most at risk students, the BGCEP Academic Success ACE Program will utilize tutors for intensive academic intervention.

BGCEP has a history of providing programs developed by Boys & Girls Clubs of America that are evidence-based. These include Project Learn, a program that provides youth with fun, structured activities that reinforce academic material. The program was evaluated by researchers at Columbia University School of Social Work. The evaluation documented the following improvements in Project Learn participants: improved verbal and writing skills; increased enjoyment and engagement in reading; and improved grades in reading, spelling, history, science, and social studies.

Another evidence-based program developed by BGCA is the Summer Brain Gain. A multiple-year evaluation was completed in 2015 using a study design that included rigorously matched control groups. Midstream results documented the following improvements in Summer Brain Gain participants: improved math skills for 4th, 5th, and 6th graders; and improvements in reading skills for 5th and 8th graders. Final results documented that participants experienced a notable increase in math performance and suffered no significant summer learning loss in early literacy, math, or reading. Other programs developed by BGCA also contain best practice content including Triple Play (Gambone, M. et al. 2009) and SMART Leaders (St. Pierre, Tena L. et. al, 1992).

6. Describe the transportation needs of participating students and how those needs will be addressed. Specifically describe how students participating in the program will travel safely to and from each center and home.

BGCEP will provide the ACE Program on-site at the four target SEISD campuses: Lorenzo G. Alarcon Elementary School, Alfonso Borrego Sr. Elementary School, Josefa L. Sambrano Elementary School, and Ann M. Enriquez-Garcia Middle School. Transition time for program rotations will occur from various parts of campuses after school such as gymnasium, playground, computer lab and regular classrooms. Therefore, transportation to and from after school services will be conducted as part of the regular school wide transportation services in buses and or walking monitors if children walk to schools. Intersections near schools have crossing guards and will be utilized for after school as well. BGCEP anticipates many students will require transportation from the centers back to their homes at the end of the program day. SEISD will provide transportation for CCLC youth from the centers back to their homes at the end of the day at an additional cost reimbursable through this grant. For those students walking to and from school, the partners will ensure that crossing guards are provided at school at neighborhood intersections. All transportation will follow the safety guidelines laid out in the ACE PRIME Resource: Safely Self-Assessment.

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# 9. Statutory/Program Requirements (Cont.)

7. If awarded, applicants must disseminate information about the community learning center, including its location, to the community in a manner that is understandable and accessible. Please describe the applicant's plan to inform the community about the center and participating in the program.

BGCEP strives to meet students where they are at. Because we will work to provide positive programing that students find both engaging and relevant, they will access our services eagerly. We already service a number of youth through nine sites located throughout El Paso County, including five sites funded through the Nita M. Lowey Cycle 10 CCLC grant. This gives us the opportunity to build a community with students and parents beyond what would be available through the school district alone. Along with face to face contact, BGCEP will utilize a variety of other media, such as print, web-based, social media, radio, and television to build stronger relationships with the community and gain support for our programming. BGCEP has a number of positive relationships with media and will utilize this network to circulate information about our programs and any new opportunities to the community. Along with this network we will make personal phone calls and home visits to parents to guarantee that they are aware of our 21st CCLC program. The Program Director will also create a monthly newsletter that will highlight program accomplishments and will distribute it to stakeholders and to community liaison groups. This will inform the community about the program and will generate interest in our services.

Our partners can also market program services and build strong community support for the program by hosting activities, distributing bilingual brochures (in English and Spanish), attracting local media attention, and facilitating site visits for key community stakeholders. Our face to face registration and web registration at www.bgcelpaso.org will afford an opportunity to share news and registration opportunities for 21st CCLC programming as well. We also have a strong social media presence and an extensive following on Facebook, Twitter and Instagram. We have found that nothing works better to recruit more students and parents to programs than simple word of mouth.

8. Demonstrate how the proposed program will coordinate federal, state, and local programs and make the most effective use of public resources at each campus served. If applying for Program Priority 1- Program Integration, include a description of how the grant program will integrate with other TEA or local initiatives designed to increase specific academic student outcomes. Use data to explain how the program will realistically impact short- and long-term goals for student academic achievement.

The partner district, SEISD, currently offers school-wide Title I program to all of their students. Under Section 1114 schools can consolidate Title I and other federal, state, and local funds in order to upgrade their entire educational program. The districts provide Title I district-wide programs to all, also enabling the Boys and Girls Club to provide services to all students at the targeted campuses. Supplement not Supplant Statement - The program is committed to cooperate with other LEA funding to supplement but not supplant existing funding for the academic growth of at-risk youth. TEA 21st CCLC funding will be utilized as mandated to facilitate after school programs that enhance and reinforce daytime school activities. Leveraged resources - The SEISD is providing facility and overhead costs for up to 70 students or more at each site. These amounts total more than approximately \$200,000. Additionally, the resources of other collaborators through volunteer hours contributed can be evaluated at \$22 an hour according to Texas Department of Health and Human Services. Other resources also include USDA funds providing students with a snack after school and in the summer. Collaborators can include but are not limited to: University of Texas at El Paso Departments: 1) Chemistry & Engineering Departments to provide Science Technology, Engineering and Math workshops, 2) Hispanic Health Disparities Research Center provides public health interns to provide programs and assist with surveys and research 3). Workforce Solutions of the Upper Rio Grande provides employment assistance and job ready and training programs for adults and youth. 4) Local agencies such as the El Paso Center for Children can provide mental health counseling for children at no cost. 5) San Jacinto Adult Learning Center provides GED, ESL and Basic computer classes for adults. FBI El Paso - provides career exploration and cyber safety program to BGCEP youth. Tennis West Sports and Racquet Club offers tennis classes to our youth at no

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Amendment #

# 9. Statutory/Program Requirements (Cont.)

9. Describe a preliminary plan for how the community learning center will continue after funding under this grant ends. Include how the resources provided by this grant will assist the program in local sustainability efforts.

All partners have agreed to work together to ensure and provide for the continuation of the community learning centers after the grant period has ended. The following is a summary of the plan formed to ensure program continuation: Continue to maintain quality learning centers that are safe and successful in meeting the needs of communities; Utilize key community and business leaders to provide diverse support for services; Leverage volunteer and community resources in creative ways (The program will not diminish but will actively seek even non-monetary contributions as budget saving mechanisms); Keep the community informed on all aspects of the learning centers from beginning to end; Work with District Superintendent, and the Chief Executive Officer from the Boys & Girls Clubs to coordinate and update general operating budgets to delegate funds to supporting centers; Grant coordinators to search for additional local, state federal and foundation funding; Leverage partnerships developed for the purpose of this project to secure additional grant funding.

Since program continuation is dependent on the success of centers during the grant period, the site coordinators will maintain statistics including pre and post tests and success stories to be bound and available for future grant funding determinations. The plan with all evaluation components will show measurable student gains and enable BGCEP to seek support from other agencies. BGCEP will also charter the sites as official Boys & Girls Clubs sites with BGCA, which would qualify the sites to apply for competitive grant funding from BGCA. BGCA receives multiple grants from federal and corporate sources and all chartered Boys & Girls Club sites are eligible to apply for pass-through funding.

10. If the program plans to use volunteers in activities carried out through the community learning center(s), describe how the program will encourage and use appropriately qualified persons to serve as the volunteers. Explain the policy for screening and placing volunteers. If the entity does not plan to use volunteers, please indicate that in the space provided. (Choosing not to use volunteers will not lower review scores)

A variety of resources will be utilized to train and prepare volunteers. The ACE PRIMARY Resource: Employee Handbook will be used as a guide and resource for all volunteers and staff.

Additionally, volunteers and workers will be given a standard childcare handbook, CPR and First Aid Training, and staff development training. The Site Coordinators will also provide volunteers with two BGCA courses: 1) Program Basics which provides the BGCA youth development strategies and philosophies and 2) Mentoring 101 to guide program delivery and mentoring. Volunteers will be recruited from a variety of places including high schools, universities, parent/teacher organizations, senior citizen centers and workforce development board employment programs and will work with students in all aspects of the 21st CCLC curriculum. BGCEP will also coordinate closely with United Way of El Paso County which operates an extensive volunteer program. Ongoing training sessions will be tailored and provided to strengthen volunteer effectiveness. BGCEP will prioritize recruitment of bilingual English/Spanish volunteers to support family engagement activities.

BGCEP completes criminal background screening for all prospective volunteers and employees, a requirement BGCA mandates for all Boys & Girls Clubs. We will also screen volunteers through the Volunteers in Public Schools (VIPS) program. BGCEP will place volunteers based on interest, experience and capacity indicated in the volunteer application form and during interviews.

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# 9. Statutory/Program Requirements (Cont.)

11. The level of attendance in the program (i.e., dosage) is correlated with certain positive student outcomes. Describe the program's strategies for recruiting and retaining students in the program over time. Provide SMART goals specifically related to student attendance targets and dosage for a typical school year (fall, spring) and separately for summer.

BGCEP will work collaboratively with the school-day staff including teachers, counselors and school social workers, and school administration to identify students who would benefit from the program. We will utilize teacher and parent referral forms to create a referral pipeline. Site Coordinators will attend parent-teacher association meetings and other similar groups to promote the program and orient attendees to the referral process.

The staff will work toward creating a safe environment where students feel like they belong and for parents to feel like their children are taken care of afterschool. Creating this culture facilitates the implementation of academic and enrichment activities that students enjoy participating in. To create this culture, staff must know all the students' names in their group/classes and acknowledge student growth and achievement. As an example, staff will celebrate birthdays and share student "shout-outs." Shout-outs recognize good citizenship, such as helping another student or picking up a piece of trash. BGCEP will provide enrichment activities that are fun and engaging, while at the same time include learning content. Boys & Girls Clubs refers to these as High Yield Learning Activities. An example of an activity that integrates fun and learning is teaching kids how to make a nutritious snack. The youth have a great time preparing the snack, and at the same time learn about fractions and measurement systems. Goals related to attainment of target student attendance and dosage levels are: (1) 35 students or more at each center will complete 45 days or more of programming by the end of the fall semester; (2) 35 or more additional students at each site will complete 45 days or more of programming by the end of the spring semester; (3) 25 students or more at each site will complete 15 days of summer programming by the end of the summer session.

12. Describe how the center-level needs assessments informed the proposed center operations schedule and corresponding staffing and budget plans. Describe how the plan will help meet the measures of effectiveness and student service targets while maintaining center-level quality.

The center-level needs assessment process informed the proposed center operations schedule and staffing and budget plans. As part of the needs assessment, BGCEP administrative staff, including the Grant Writer met with the SEISD Superintendent and Assistant Superintendent. The operating schedule was determined by the elementary and middle school daily schedules. The group identified the need for transportation for many of the students from the centers back to their homes, and therefore time for transportation was also a factor for determining schedules, and cost for transportation was incorporated into the budget plan. The needs assessment also informed corresponding staffing and budget plans by identifying appropriate student target levels at each of the centers. Once this was established, BGCEP was able to ascertain the number of staff required to maintain student to staff ratios and program fidelity.

The center operations schedule provides a sufficient number of weeks to identify, recruit and serve the target number of students. At 38 weeks, the schedule exceeds the minimum number of required weeks of operation of 34, allowing for time to meet these targets. Start dates for programming for fall and spring semester allow for staff training and preparation, including creation of program calendars at each center. The staffing and budget plans allow for hiring all necessary staff including Site Coordinators and Youth Development Specialists. We also incorporated Tutors into the staffing plan, which is an effective, and cost-efficient staff component that allows BGCEP to provide more individualized and focused academic support. The Academic Coach will ensure that program activities are aligned with school curricula. These measures will help ensure that BGCEP maintains center-level quality.

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10. Equitab	le Access ar	d Participation	n		
				r any barriers exist to equitable access and participa	tion for any
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11. PNP Eq	uitable Servi	ces			
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If you answer	red "No" to the	preceding quest	ion, stop	here. You have completed the section. Proceed to	the next
page.					
• •	•	hools participatir	ng in the	grant?	
○Yes					
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Assurances	5				
1 1				tation requirements as listed in Section 1117(b)(1), a private nonprofit schools.	and/or
		ne appropriate Af ner and timeline		ns of Consultation will be provided to the TEA Private quested.	e Schools
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	ervices Calc				
•			all conto	ro	
	. •	n enrollment for a			
2. Enrollmen	t in 21st CCLC	of students atte	nding pa	articipating private schools	
3. Total 21st	CCLC prograr	n and participatir	ng privat	e school students (line 1 plus line 2)	
4. Total year	4. Total year 1 proposed grant budget for serving students in all centers				
5. Applicant	reservation for	required staff pa	yroll.		
6. Total gran	t amount for pr	ovision of ESSA	PNP eq	uitable services (line 4 minus line 5)	
7. Per-pupil (	grantee amoun	t for provision of	ESSA F	PNP equitable services (line 6 divided by line 3)	
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RFA/SAS #	701-21-102			Nita M. Lowey 21st CCLC Cycle 11, Year 1	Page 13 of 15
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12.	Request for Grant Funds	
ouc neg	all of the allowable grant-related activities for which you are requesting grant funds. Include the geted for each activity. Group similar activities and costs together under the appropriate heading otiation, you will be required to budget your planned expenditures on a separate attachment proved Costs	g. During
1.	Grant Oversight: Prog. Dir. (1 FTE): \$63,552, Bookkeeper (.625 FTE): \$26,113. Incl. tax, benf	\$89,685
2.	Management Activities: 4 Site Coordinators (3 FTE and 1 .7FTE): \$178,467	\$178,467
3.	Implement Program Activities: YDS (11 .625 FTE): \$143,138; 4 tutors (4.25 FTE): \$27,875	\$171,013
4.	Implement Program Activities: Family Engagement Specialist (.7 FTE): \$32,673	\$32,673
5.		
ro	fessional and Contracted Services	
6.	Grant Oversight: Evaluation (\$12,000) included in administration cost	
7.	Implement Program Activities: Creative Kids: \$35,000 and Kids Excel: \$6,000	\$41,000
8.	Grant Oversight: Academic Coach (\$25/hour X 12 hours/wk X 52 week)	\$15,600
9.		
10.		
Sup	oplies and Materials	
11.	Implement Program Activities: supplies for STEM, tablet computer, prevention curricula, arts	\$37,200
12.	Management Activities: Office supplies included in administrative cost (\$5,000) incl. in admin.	
13.		
14.		
Oth	er Operating Costs	
15.	Implement Program Activities: Travel from centers to home:\$29,200; field trips: \$2500	\$31,700
16.	Program Oversight: Travel to conferences (\$8,700)	\$8,700
17.	Grant Oversight: liability insurance: \$11,600. This will be included in administrative costs	
Cap	pital Outlay	
18.	Management Activities: Computers for Site Coordinators, Program Director, FES and Bkpr.	\$4,200
19.		
20.		
	Direct and indirect administrative costs	: \$30,512
	TOTAL GRANT AWARD REQUESTED:	\$640,750
or	TEA Use Only:	

# Appendix I: Negotiation and Amendments

Leave this section blank when completing the initial application for funding.

An amendment must be submitted when the program plan or budget is altered for the reasons described in the "When to Amend the Application" document posted on the Administering a Grant page of the TEA website and may be mailed OR faxed (not both). **To fax:** one copy of all sections pertinent to the amendment (including budget attachments), along with a completed and signed page 1, to either (512) 463-9811 or (512) 463-9564. **To mail:** three copies of all sections pertinent to the amendment (including budget attachments), along with a completed and signed page 1, to the address on page 1. More detailed amendment instructions can be found on the last page of the budget template.

# You may duplicate this page.

For amendments, choose the section you wish to amend from the drop down menu on the left. In the text box on the right, describe the changes you are making and the reason for them.

Always work with the most recent negotiated or amended application. If you are requesting a revised budget, please include the budget attachments with your amendment.

egotiated Change or Amendment
by of TEA by phone / fax / email on .

# **Center Operations Schedule**

County-district number or vendor ID: 32011525600

#### **Part 2: Center Overview Table**

In the chart below, applicants must enter information on each of the proposed centers. Applicants must ensure that the center number entered in the chart below is the same as that used in the Center Operation charts that follows (Part 3).

Center #	9 Digit campus ID #	Name of Center/Host Site, Physical Address, City, ZIP, Program Contact Phone	# of Feeder Schools	Grade Levels Served (PK to 12)	Proposed "Regular" Student target to be served 30 or 45 days or more annually	Proposed Parent/Legal Guardian Target
1	0719041 01	Lorenzo G. Alarcon Elementary School	0	3-6	70	25
2	0719041 04	Alfonso Borrego Sr. Elementary School	0	3-6	70	25
3	0719041 03	Josefa L. Sambrano Elementary School	0	1-2	35	20
4	0719040 41	Ann M. Enriquez-Garcia Middle School	0	7-8	70	25
5						
6						
7						
8						
9						
10						

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order as ii Center 1						haal Dhaa	-!!	\ _I _I	0:4	710	0	D	Dron	d
Center 1	camp	ous ID #	Name of	Center/F	eeder Sc	hool, Phys	sicai <i>F</i>	Adare	ess, City	, ZIP	Grade Levels Served	Proposed "Regular" Student Target	Paren Gua	oosed t/Legal rdian rget
Center	07190	4101	Lorenzo	G. Alarcon	Elementa	ary School					3-6	70	25	
Feeder			N/A											
Feeder														
Program	Opera	tions		Sta	rt Date (	MM/DD/Y	Y):	En	d Date	(MM/D	D/YY):	Tot	al Weeks	3
Summer 7	Term J	ump Sta	art <i>(Must b</i>	е										
approved in Fall Term	NUGA)			08/3	0/21			12/	10/21			14		
Spring Te	rm			01/1	0/22			05/2	27/22			19		
Summer 7	Term			06/0	6/22			07/0	08/22			5		
Total num	ber of	weeks:										38		
						Center S	Sched	lule						
Day of the Week	е		Fall 1	Гerm			Spi	ring	Term			Summe	r Term	
		AM Start	AM End	PM Start	PM End	AM Start	AN En		PM Start	PM End		AM End	PM Start	PM End
Monday				3:00	6:00				3:00	6:00	8:00			2:30
Tuesday				3:00	6:00				3:00	6:00	8:00			2:30
Wednesda	ay			3:00	6:00				3:00	6:00	8:00			2:30
Thursday				3:00	6:00				3:00	6:00	8:00			2:30
Friday				3:00	6:00				3:00	6:00				_
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Per Week			15			15					26			
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(i.e., Jump Instruction,	Special Schedules (i.e., Jump Start, Remote Instruction, Saturday Events, Field Trips)													
Parent/Le Activities	uardian			, GED and ian Activit				chnica	l skills cla	sses and p	parenting			

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Center 2	9 Digit campus #		me of	Center/Fe	eeder Sc	hool, Phys	sical A	Addr	ess, City	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Paren Gua	oosed t/Legal rdian rget
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Feeder		N/A												
Feeder														
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Summer				06/0	6/22			07/	08/22			5		
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Tuesday				3:00	6:00				3:00	6:00				2:30
Wednesd	ay			3:00	6:00				3:00	6:00				2:30
Thursday				3:00	6:00				3:00	6:00				2:30
Friday Saturday				3:00	6:00				3:00	6:00	,			
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Center 3	9 Digit campus ID #	Name of	f Center/F	eeder Sc	hool, Phy	sical <i>A</i>	Addre	ess, City	, ZIP	Grade Levels Served	Proposed "Regular" Student Target	Paren Gua	oosed t/Legal rdian rget
Center	07190410 3	Josefa L	Sambra	ano Elem	entary So	chool				1-2	35	20	
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Feeder													
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Spring Te	rm		01/1	0/22			05/2	27/22			19		
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Tuesday			3:00	6:00				3:00	6:00	8:00			2:30
Wednesda	ay		3:00	6:00				3:00	6:00	8:00			2:30
Thursday			3:00	6:00				3:00	6:00	8:00			2:30
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Center 5	9 Digit campus ID #	Name of	Center/Fe	eder Sch	nool, Phys	sical Ad	ddress, City,	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Prop Parent Guar Tar	/Legal dian		
Center														
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January 15th, 2021

Mr. Anthony Tomasheski Chief Executive Officer Boys & Girls Clubs of El Paso 801 S. Florence El Paso, TX 79901

Dear Mr. Tomasheski:

Creative Kids is glad to provide this letter of support to Boys & Girls Clubs of El Paso (BGCEP) for their proposal to TEA for the Nita M. Lowey 21st Century Community Learning Centers, Cycle 11 grant. We understand this funding opportunity would allow BGCEP to provide academic support programs and enrichment activities to youth at-risk of academic failure, and family engagement services.

If funded, we agree to provide the following support to BGCEP for this grant project:

- Provide fine arts programing that integrates academics to a total of 70 children
- Maintain ongoing communication with BGCEP staff about programming

We understand that this afterschool program will align with State of Texas curriculum and will reinforce learning in the classroom.

Should you or the granting agency have any questions, please do not hesitate to call at 915-533-9575.

Sincerely,

Andrea Gates-Ingle

Executive Director/Co-Founder





January 19, 2021

Mr. Anthony Tomasheski Chief Executive Officer Boys & Girls Clubs of El Paso 801 S. Florence El Paso, TX 79901

Dear Mr. Tomasheski:

Kids Excel is glad to provide this letter of support to Boys & Girls Clubs of El Paso (BGCEP) for their proposal to TEA for the Nita M. Lowey 21st Century Community Learning Centers, Cycle 11 grant. We understand this funding opportunity would allow BGCEP to provide afterschool academic support programs and enrichment activities to youth at-risk of academic failure, and family engagement services.

If funded, we agree to provide the following support to BGCEP for this grant project:

- Provide enrichment activities in the arts for 40 children that reinforce academic learning, leadership development, team building, and help build confidence and a sense of excellence
- Maintain ongoing communication with BGCEP staff about programming

We understand that this afterschool program will align with State of Texas curriculum and will reinforce learning in the classroom.

Should you or the granting agency have any questions, please do not hesitate to call Courtney Elam at 915-479-0210

Sincerely,

Courtney Elam

**Executive/Artistic Director** 

Kids Excel El Paso



# Memorandum of Agreement

This Memorandum of Agreement (Agreement) is entered effective July 1, 2021 through July 31, 2022 between the San Elizario Independent School District (SEISD) and the Boys & Girls Clubs of El Paso (BGCEP), collectively "Parties."

Whereas, BGCEP has been awarded the federal Nita M. Lowey 21st Century Community Learning Centers (21st CCLC) grant funds from the Texas Education Agency (TEA) to provide Texas Afterschool Centers on Education (Texas ACE) afterschool programs for students in three SEISD elementary schools and one middle school;

Whereas, this funding will establish community learning centers that provide academic enrichment opportunities during afterschool hours; and

Whereas, BGCEP will serve 245 or more children, with each child completing forty-five days or more of attendance. BGCEP will identify and recruit children through coordinated consultation with SEISD leadership, with SEISD staff and coordinate outreach for parents;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

#### I. Scope of Work:

The BGCEP afterschool program at SEISD is intended to improve the academic performance of participating students in core academic subjects, such as reading and math, and offer students a broad array of enrichment activities that complement their regular academic programs. BGCEP will provide services at the following school sites:

- Lorenzo G. Alarcon Elementary School
- Alfonso G. Borrego, Sr. Elementary School
- Josefa Sambrano Elementary School
- Ann M. Enriquez-Garcia Middle School

BGCEP will provide services at each of these locations Monday through Friday. The hours of operation will be from 3:00 P.M. – 6:00 P.M. at the elementary schools and 4:00 P.M. – 7:00 P.M. at the middle school. SEISD will provide bussing for children in need of transportation from the sites back to their homes at a cost reimbursable through this grant. Parents will also be made aware of their responsibility to arrange child transportation from program sites.

### SEISD agrees to:

- Provide workspace for the BGCEP program, determined by mutual verbal agreement between BGCEP staff and school principal and approved by the Assistant Superintendent of Elementary Schools.
- Provide an SEISD point of contact to facilitate program implementation and operation.
- Allow BGCEP to provide a summer component program at one or more SEISD campuses or a BGCEP location. SEISD and BGCEP will determine the location of the summer program a minimum of fortydays prior to the program.



- Provide grade, attendance, STAAR scores, and discipline information for students enrolled in the 21<sup>st</sup> CCLC afterschool program required for grant reporting, ensuring data sharing adheres to all FERPA guidelines and applicable law. SEISD will release STAAR scores contingent on administration of the test in the 2020-21 school year, since the 2019-20 STAAR test was canceled due to the COVID-19 closures.
- In the event of a school closure or consolidation, as part of the SEISD school consolidation plan, BGCEP will follow the majority of the students served by the original program to their new campus.
   BGCEP, SEISD and TEA will collaboratively work to amend or redefine terms to satisfy relocation processes to guarantee eligibility complies with TEA standards.
- Work with BGCEP to align student interventions with SEISD curriculum and academic goals.
- Provide monthly activity reports for SEISD staff providing operational support to the BGCEP staff or program, detailing specific work and time spent on BGCEP program-specific needs or grant requirements.
- Provide transportation for students from the centers back to their homes. The cost will be reimbursed by the 21<sup>st</sup> CCLC grant.

#### **BGCEP 21st CCLC Staff agree to:**

- Provide grant administration and monitoring for the 21st CCLC grant.
- Implement and administer the BGCEP program within the guidelines set forth by TEA.
- Provide ongoing communication related to program progress with SEISD and all partners.
- Obtain current parent consent forms for all participating students in BGCEP program for the purpose of releasing student data necessary for grant compliance.
- Handle any elevated disciplinary issues with participating students and staff.
- Provide administrative oversight to ensure shared space is cared for appropriately.
- Prepare performance reports for TEA and provide data to campus administration for evaluation and feedback.
- Submit a budget to TEA to include indirect funding for SEISD program support staff; indirect
  funding may include funding for facility usage, cleaning, maintenance, supplies or equipment as
  SEISD deems necessary to allow the execution of the BGCEP program at designated SEISD sites.

#### **BGCEP** agrees to obtain from Creative Kids the following:

- Provide fine arts programming that integrates with academics to a total of 70 children, serving students at each of the four program sites.
- Provide art-based curriculum that will reinforce academic concepts, such as reading, science and math.

#### BGCEP agrees to obtain from Kids Excel El Paso, Inc. the following:

- Provide a dance program for 40 students using the award-winning National Dance Institute teaching methodology. The program serves 4<sup>th</sup> grade students and will provide services at two of the elementary program sites.
- Align dance-based curriculum with SEISD Social Emotional Learning (SEL) Initiative.

# **BGCEP further agrees that:**



Implementation and operation of this program may not conflict, compete or interfere with any established SEISD program or partnership program. BGCEP shall ensure all program staff, including tutors and students from UTEP, as well as program staff from Creative Kids and Kids Excel El Paso, Inc., shall comply with background check and other requirements pursuant to the Texas Education Code, SEISD Policies, and other applicable law before working on SEISD campuses and must display identification badges at all times. BGCEP shall certify that criminal background search records have been completed and that no employees, program staff, or subcontractors/third parties have been convicted of a felony, or misdemeanor involving moral turpitude, or of any crime involving harm to a child. The criminal background checks must be performed before any new employee, program staff, or subcontractor/third party is permitted to enter SEISD property and at least annually for all such individuals providing services under this Agreement. BGCEP shall provide SEISD with copies of said criminal background checks within twenty-four (24) hours of written demand. SEISD shall be the final arbiter of what constitutes a location where students are regularly present.

BGCEP agrees any student release or consent forms used must be current and approved by SEISD.

The Parties further agree: To follow the guidelines as set by TEA and this Agreement.

#### II. Term and Termination

This Agreement will begin on July 1, 2021 and shall continue in full force for the 2021-22 school
year through July 31, 2022 subject to any limitation set forth herein, unless terminated in
accordance with this section. This Agreement may be extended beyond the original term by mutual
Agreement signed by both Parties.

#### 2. Termination:

- a. Either party may, without penalty, terminate this Agreement at the end of any budget year of such party during the term of the Agreement if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.
- b. This Agreement may be terminated by mutual written agreement of the Parties upon such terms as agreed.

#### III. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the parties hereto. Each party retains the right to conduct its businesses as it sees fit. BGCEP shall, at all times, be deemed an independent contractor.

#### IV. Reservation of Rights and Immunity

Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity or similar rights. SEISD does not waive any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws or regulations against claims arising from the exercise of its power or functions. No provision of this Agreement that imposes an obligation or restriction on SEISD not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.



#### V. Mutual Goals

SEISD and BGCEP recognize that both Parties share the following common goals:

- To continue our standard of excellence by ensuring every student is progressing academically, socially, and emotionally.
- To prepare our students to connect with the necessary skill sets that will enable them to pursue their postsecondary goals.
- To build, maintain, and improve student academic performance through a collaboration between home, school, and community.

Both Parties understand this agreement allows each party to work toward these shared goals by authorizing the implementation of this project at the specified school sites. This project promotes these goals by providing SEISD students and families expanded access to intensive academic tutoring in reading and math, enrichment activities that reinforce learning in the classroom, and family support services that enable parents to become more involved in their children's academic success.

#### VI. General Provisions

- Disputes: If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.
- Amendment and Assignment: Any changes to this Agreement may only be made by mutual written
  agreement of the Parties. This Agreement may not be assigned by either party to the Agreement
  without the express written consent of the other party. Any attempt to assign without such
  consent shall be void, and shall be deemed a material breach of this Agreement.
- 3. Entire Agreement: This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussion, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business (entity(s) that is not a party hereto.
- 4. Notice to Parties: Any notice required by this Agreement shall be given by prepaid first class certified mail, return receipt requested to:

SEISD at:

San Elizario Independent School District

Attn: Susana Frescas 1050 Chicken Ranch Rd.

San Elizario, TX 79849

**BGCEP** at:

Boys & Girls Clubs of El Paso

Attn: Anthony Tomasheski

801 S. Florence El Paso, Texas 79901

5. Applicable Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as well as any applicable federal law and policy of SEISD. If any legal action or dispute resolution is necessary to enforce the terms of this Agreement, exclusive venue shall lie in El Paso County, Texas. Further, and for any project that is in whole or in part funded through the Federal



government, the applicable program or appropriation statute(s), federal agency regulations, and Circulars of the U.S. Office of Management and Budget shall apply.

- 6. Indemnification: BGCEP agrees to indemnify, defend, and hold harmless SEISD and its trustees, officers, agents, representatives and employees (collectively, the "Indemnified Parties") from and against, any and all claims, causes of actions, liability, lawsuits, judgments, costs, liens, losses, expenses, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be occasioned or caused by BGCEP's negligent or intentional act, error, or omission, or that of any agent officer, representative, employee, or sub-consultant of BGCEP (collectively "BGCEP Affiliate") while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnified Parties, in instances where such negligence causes personal injury, death, or property damage. In the event BGCEP and/or a BGCEP Affiliate and any Indemnified Party are found jointly liable by a Court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to SEISD, its employees/officials under the Texas Tort Claims Act or other Texas law. BGCEP shall promptly advise SEISD, in writing, of any claim or demand against an Indemnified Party, BGCEP and/or BGCEP Affiliated under this Agreement. The provisions of this Section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 7. Binding Effect: This Agreement, and every provision thereof, shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 8. No Waiver: The consent or waiver, express or implied, by a party to a breach of any provision, or the failure, or apparent failure, of either party at any time to require performance by the other of any provision of this Agreement, shall in no way affect the right of such party to require performance of that provision or any other provision of this Agreement.
- 9. Mutual Negotiation: This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.
- 10. Contract Language: Wherever the context shall require, the singular shall include the plural and the female gender shall include the male, the neuter, and vice versa. This Agreement may be executed in original or facsimile signatures, in multiple counterparts. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 11. Severability: All agreements and covenants contained in this Agreement are severable. Any provision, or part thereof, of this Agreement held by a court of competent jurisdiction to be illegal, invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be illegal, invalid or unenforceable. In lieu of any provision so held, there will be added a provision that preserves the intention of the unenforceable provision and complies with the law.
- 12. Warrant of Capacity to Execute Contract: The person signing this Agreement on behalf of each party warrants that he/she has the authority to do so and to bind their respective party to this Agreement.



13. Survival: A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty-authorized representatives.

Alana Mexa-Chavez, Superintendent

San Elizario Independent School District

Date

Approved to form:

|s| Priscilla De Mata | SEISD General Counsel