

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 Competitive Grant Application: Due 11:59	p.m. C1, January 2	21, 2021			
NOGA ID	Applica	ation stamp-in date and time			
TEA will only accept grant application documents by email, including competapplications and amendments. Submit grant applications and amendments as					
Competitive grant applications and amendments to competitive grants@tea.te	exas.gov				
Public Law 114-95, Elementary and Secondary		-			
Authorizing legislation: Every Student Succeeds Act, Title IV, Part B (2	.0 U.S.C. 7171-7176)				
Grant period: From 07/01/2021 to 07/31/2022 Pre-award co	sts: ARE NOT permi	tted for this grant			
Required attachments: Refer to the program guidelines for a description	on of any required atta	ichments.			
Amendment Number					
Amendment number (For amendments only; enter N/A when completing	this form to apply for	grant funds):			
1. Applicant Information					
Name of organization Austin Achieve Public Schools					
Campus name Austin Achieve Middle CDN 227825 Vendor ID	1273700807 ESC 1	3 DUNS N/A			
Address 5908 Manor Road City Austin	ZIP 78723	Phone 512-522-4190			
Primary Contact John Armbrust Email jarmbrust@austinac	hieve.org	Phone 512-887-2709			
Secondary Contact Clare Mundy Email cmundy@austinach	ieve.org	Phone 574-261-5761			
2. Certification and Incorporation					
I understand that this application constitutes an offer and, if accepted by TEA or renegotiated to acceptance, will form a binding agreement. I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the organization named above has authorized me as its representative to obligate this organization in a legally binding contractual agreement. I certify that any ensuing program and activity will be conducted in accordance and compliance with all applicable federal and state laws and regulations. I further certify my acceptance of the requirements conveyed in the following portions of the grant application, as applicable, and that these documents are incorporated by reference as part of the grant application and Notice of Grant Award (NOGA): Solution of the grant application and Notice of Solution of Certification					
 ☑ General Provisions and Assurances ☑ Application-Specific Provisions and Assurances ☑ ESSA Provisions and Assurances requirements 					
	nail jarmbrust@austin				
Phone 512-887-2709 Signature	ļ J	Date 1/20/2021			
Grant Writer Name Kelley Hampton Signature Kunthul	Kelley Hampto	on Date 01/20/2021			
	<u> </u>	ne applicant organization.			
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3. Shared Services Arrangements

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
for additional academic support in math and reading, including targeted academic interventions	Our highly qualified teaching staff will conduct academic intervention programming, tutoring, study hall and homework help, with one study hall session/day before school and two academic intervention sessions/week held afterschool. Academic interventions will target students performing in the lowest quartile in reading and math. Teaching staff will use research-based strategies.
assessment, family engagement levels across AAPS, specifically of middle and high school families, is	AAPS will run quarterly family nights to build family skills in literacy and math and greater family connections to each other and to the school. Using social media/school websites to market these events, AAPS will share opportunities for families to engage in events/service on campus. All will be available in English and Spanish
approach to build a strong culture, the needs assessment revealed a lack of consistent, diverse, and	AAPS will partner with community organizations to expand SEL opportunities for students at each Center, to provide: music education and instruction for students K-12 to build artistic, social, and academic development; extended care opportunities for physical, social, emotional and cognitive learning; and mentorship programs for academic, social-emotional and civic skills.

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.

In the first year, AAPS intends to increase STAAR math and reading by 3-10% (based on the Center) via academic interventions and supports; improve college and career readiness through mentorship programs and other career oriented programming measured by ACT/SAT scores and graduation rates; increase full day school attendance for CCLC participating students to 90% and increase student engagement as reported by teachers via services promoting social/emotional learning; and increase family engagement by 10% districtwide through improved communication and new programs to provide them with skills supporting their student's learning.

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

Identify and enroll: students most in need of academic intervention at each Center in before school or afterschool academic interventions; students in additional music classes at each Center; students in additional film classes at Center 2/3; students in mentorship programs and other college and career readiness opportunities provided by community partners for Center 2/3; Promote the additional seats for Extend-A-Care Care and enroll 30 new students at Center 1; Increase % complete & accurate homework among students attending study hall/homework help; Gather baseline performance data on interim reading and math testing; Develop an annual calendar for quarterly Family Nights, identifying content for these events, dates and timing, and begin promoting the events; and Document bus ridership on additional bus routes for all Centers.

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6. Measurable Progress (Cont.)

Second-Quarter Benchmark

Gather and track: GPA, grades, interim assessment, and homework completion data; Attendance in the full day school program for students enrolled in Extend-A-Care at Center 1; Attendance in full day school for students: enrolled in music classes at each Center; film classes at Center 2/3; mentorship programs and college and career readiness opportunities from community partners for Center 2/3; Percentage complete and accurate homework among students attending study hall/homework help; measure progress from quarter two; Attendance from families in the first quarterly family nights at Centers 1-3; Growth in performance data on interim reading and math testing; and Document bus ridership on additional bus routes for all Centers. Conduct progress monitoring of data that was gathered in quarter one; Site Coordinator will meet regularly with CCLC site level staff to address challenges in participation, retention, or data collection.

Third-Quarter Benchmark

Gather and track: GPA, grades, interim assessment, and homework completion data; Attendance in the full day school program for students enrolled in Extend-A-Care at Center 1; Site Coordinator will work to support problem solving to increase attendance; Attendance in full day school for students: enrolled in music classes at each Center, film classes at Center 2/3, mentorship programs and college and career readiness opportunities from community partners for Center 2/3: Percentage complete and accurate homework among students attending study hall/ homework help; measure progress from quarter two; Attendance from families in the first quarterly family nights at Centers 1-3; Growth in performance data on interim reading and math testing; and Document bus ridership on additional bus routes for all Centers. Conduct progress monitoring of data that was gathered in quarter two; Site Coordinator will meet regularly with site level staff to address challenges in participation, retention, or data collection

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.

AAPS will continually monitor, evaluate, and refine the program by evaluating process, outcomes, and impact. We will conduct annual Strength and Needs Assessments (SNAs) to gather key information on the process and application of our program and services, implementation plans, staff hiring and training, anticipated timeline for roll out of new programs, and allocation of resources. These SNAs will include comprehensive data reviews of key measures to help us track progress, as well as qualitative data from staff, students, community partners, and families. We will gather information via regular surveys with students, teachers, and families that will provide critical information about how they are experiencing the services, transportation to and from services, timing of services, and general assessment of the services themselves. We will gather and track student participation data, culture and behavior measures, and student engagement exit tickets to help us identify when and where adjustments are needed. We will also work closely with our community partners to align our assessment tools to ensure the information gathered is useful in determining the efficacy of our program and make adjustments as needed.

Additionally, a full program evaluation will be conducted by an independent evaluator, who will assess our program process, management, implementation, service provision, and outcomes via virtual site visits, review and analysis of academic data such as student grades, student, staff and family surveys, culture and attendance data. This information will be part of an annual evaluation report that will be completed and shared with the AAPS team and broader school community. Included in the report will be key areas for improvement, as well as the documentation of program achievements deserving of recognition. As a result of these efforts, logic models will be refreshed on an annual basis to reflect the most up to date findings and recommendations regarding program improvement. Updated logic models will serve as a foundation for the continuous improvement of program design, implementation and outcome metrics, and research questions. Our evaluation and planning processes will enable us to make any key decisions about adjustments to ensure that programs and services meet student needs and are sustainable.

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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.
- available for public review after submission of the application.
- ☑ 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.
- a. AAPS assembled a team to conduct their 2020 Strength and Needs Assessment (SNA) to gather feedback from students, families, staff, and leadership in an effort to guide strategic planning and programmatic recommendations for afterschool, out of school, and summer programming. The SNA identified strengths and gaps in the current out of school time programming as well as input on how to better serve the needs, interests, and academic enrichment of students. The SNA team used a variety of qualitative and quantitative data collection tools, including school-wide surveys, a town hall, targeted focus groups, and direct interviews to gather feedback. The SNA team also collected data to identify the needs across our schools, including STAAR and other student assessment results, grades, GPAs, daily school and afterschool attendance rates, behavior records and discipline referrals, and information from regularly conducted parent and student surveys. To facilitate the SNA data collection and analysis, the AAPS community and external community were split into five subgroups (Teacher, Students, Families, School Leaders, Community Groups/At-Large). There were no requirements for participation although all subgroups of the community were highly encouraged to provide feedback using at least one of the available outlets.
- b. 92% of our students across all of our three schools (K-12) are on Free and Reduced Price Lunch (FRPL) and 98% are students of color, primarily Hispanic/Latino and African American. The average AAPS student begins their school career at Austin Achieve over two grade levels behind in reading. Feedback across all stakeholders revealed the need to develop methods to increase and sustain student participation and achievement, teacher leadership, family engagement, and community partnerships. Our SNA revealed one of the biggest barriers to participation in the before and afterschool programs as transportation for students. K-12 teachers, school leadership, students and parents and caregivers all identified this as a barrier to increased or sustained participation by students in afterschool programming. K-12 teachers, school leadership, students, and parents and caregivers also all identified the need for increased partnerships with community organizations to provide diverse enrichment activities and SEL opportunities for the most in need students. While AAPS has many community partnerships, there are four partners who have proven and consistent relationships with AAPS, but have been limited in their ability to provide services due to financial constraints. Feedback from working families illustrated that AAPS needs to expand after or before school offerings for families, as well as increase the level of communication between the schools and families. After a thorough review of the SNA, it became clear there was also significant interest in the creation of a teacher task force to provide more detailed and consistent oversight into academic outcomes of AAPS students. Once expanded programming is in place, many voiced the need to set up and consistently maintain systems and processes to define and track key indicators of academic success.
- c. As an organization, AAPS values continuous improvement and feedback as a means for guiding growth, training, service provision, and operations. Our development team will conduct annual organization-wide SNAs that will be used to support strategic planning and growth. These SNAs will include similar input gathering processes such as surveys, town hall meetings, focus groups, and data collection. We will continue to conduct regular surveys with families, teachers, staff, and students throughout the school year to assess climate and culture, extracurricular activities, operations, communication, and academic programmings. By expanding and routinizing our afterschool offerings and offering reliable transportation, we will benefit working families and caregivers, who will be able to commit to stable employment opportunities and/or expanded working hours, while knowing that their child is in a safe and stimulating environment when the school day ends.

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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.

AAPS seeks to provide and enhance out of school opportunities, to include opportunities for literacy, math, art, music, mentoring, tutoring, and college and career readiness supports and increased family engagement to support student growth and development. The Program Goals below identify how we expect our proposed program design will positively impact student outcomes at the Center levels.

Program Goal #1: Provide before school and afterschool tutoring opportunities, homework help, study hall, and academic interventions to K-12 students to increase classroom attendance and performance on standardized tests to increase the number of students who make it to and through college, measured by:

a 3-10% increase in performance on reading proficiency and math performance (measured by standardized tests), an increase in percentage of students in Grades K-12 participating in 21st CCLC during the school year who demonstrated an improved attendance rate in the current school year, and an increase in percentage of students in Grades 7-8 and 10-12 attending 21st CCLC programming during the school year with a prior-year unweighted GPA less than 3.0 who demonstrated an improved GPA. We will assess students in these grades who fall within this GPA and below, recruit them into the before and after school academic tutoring and intervention periods, and assess their GPA in regular intervals throughout the year to track towards this progress measure.

Program Goal #2: Provide expanded enrichment opportunities for all students, K-12, by engaging partner organizations at each Center to provide additional capacity to run and manage these programs that include afterschool care services, mentoring programs, music, arts, college and career readiness services measured by: An increase in annual percentage of students in Grades K-12 participating in 21st CCLC during the school year who demonstrated an improved attendance rate in the current school year; percentage of students in Grades K-12 attending 21st CCLC programming during the school year who experienced a decrease in in-school suspensions compared to the previous school year,*; An annual 5% increase in students in Grades 1-5 participating in 21st CCLC programming in the school year who demonstrated an improvement in teacher-reported engagement; and an increase in the percent of targeted students served for 45 days or longer during the grant period. We will set a baseline once we return to in school service provision in the 2021-2022 school year and set annual targets from Year 2 forward.

Program Goal #3: Offer increased family engagement opportunities including quarterly training sessions for new and existing parents to learn how to get more involved with their child's education, measured by: Austin Achieve will host three new training sessions for all parents/guardians to support them in increasing their students' literacy rates; parents/guardians will receive an at-home resource packet at the beginning of each semester, AAPS will also offer one additional training session at the start of each new semester for parents/ guardians of mid-year transfer students, teachers will track at-home work via Google classroom assignments and progress will be measured using a benchmark assessment to be administered at the beginning and end of the semester; An increase in positive feedback and ratings scores on family surveys.

Additionally, progress would be measured through an increase in the percent of Quality Indicators in which the grantee scored a value of "Implementing" or higher - we would first set a baseline for this metric, increase the percent of Quality Indicators with a prior year score representing a level below "Implementing" that increased to a score of "Implementing" or higher,

*Note: There are currently 0 in-school suspensions in all three of our schools/proposed Centers.

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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.

AAPS is applying for support for three community learning centers: Center One is the AAPS Elementary School campus for grades K-4, Center Two is the AAPS Middle School campus for grades 5-8, and Center Three is the AAPS High School campus for grades 9-12. Each of these community learning centers are centered at currently operating school sites to assist these students in meeting state academic standards through provision of effective enrichment activities during out of school time. This grant will provide funding to enhance out of school opportunities for literacy, math, and related educational development, sports, art, music, mentoring, tutoring, and college and career readiness. All program activities will be offered before school or after school depending on the type of program and the student's needs. Due to differences in developmental and academic needs for students at different ages, program activities will be structured differently at the K-4, 5-8, and 9-12 levels. Students will demonstrate student choice in selecting these activities. AAPS will be offering additional transportation options for students from K-12 to increase opportunities for participation. To expand the enrichment services provided, AAPS will partner with four community organizations - Austin YMCA/Extend-A-Care, Austin Soundwaves, Austin Film Society, and African American Youth Harvest Foundation. Each of these organizations have a proven track record of providing effective out of school programs and have a longstanding relationship with AAPS and in the community. While AAPS already partners with these organizations to provide some services and programs, this funding would be used to expand the services provided and the number of students who can access these services in grades K-12.

AAPS used research and evidence-based practices as the basis for the proposed program activities. Our programs will address 1) student academic performance and growth, 2) socio-emotional growth and enrichment, 3) college and career readiness, and 4) family engagement. Each of these elements are built into the AAPS model which focuses on educating the whole child, social emotional learning, restorative justice, and excellence in academic performance. We will track student performance via grades, attendance in school, state test performance and growth, and graduation rate for the upper grades. We will also measure culture and behavior indicators. Our programs will include academic tutoring at all grade levels in core subjects (literacy, math) for students who demonstrate a need for targeted support, teacher-led study hall/homework support, STAAR preparation, and academic interventions for the highest need students. AAPS teachers will lead these sessions and will coordinate with full day teaching staff to align academic interventions to curriculum and current needs of students; they will report on student progress and outcomes to the Center site coordinator. Our educational program aligns with the Texas Essential Knowledge and Skills (TEKS) standards, as will academic interventions. Teachers in all grade levels will also provide daily before school study hall and homework help for students who are in need and arrive early to school (High School) or stay after school. We will also provide various programs to promote increased enrichment for our students - music, film, arts, technology, colmentorship and emotional supports. These will be run by AAPS staff All of our AAPS schools focus on college preparation and we recognize the importance of building and cultivating a culture of college readiness from the earliest years. We will provide opportunities for mentorship that will focus on the college-going process, support with college applications, support for students to visit college campuses or participate in meaningful virtual tours, and other opportunities to increase the college going culture. We work with parents as partners and we recognize the power of providing literacy and other opportunities to increase and strengthen connections between parents and the AAPS team. At each of our three Centers, we will convene quarterly family nights to provide them with academic content and additional communication about the program progress and goals. We will connect family, community and school needs by providing opportunities to gather input from parents on the direction of services and to increase connection between families. We will also support our family engagement specialists at each site by funding additional materials for parents who support student learning in the home and continue to provide outreach that is culturally and linguistically relevant to families.

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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

We are excited to partner with four proven, expert partners in the Austin Area.

YMCA/Extend-A-Care expanded services: YMCA/Extend-A-Care will provide expanded afterschool care and enrichment services to 30 additional elementary school age students, increasing services by 35%. NEED: As illustrated via our SNA feedback, parents and families who identified a need for additional afterschool services to ensure their students are engaged in learning and enrichment opportunities during out of school time when they would normally not have these opportunities, are in low-income or at-risk circumstances. GOAL: These services will promote increases in the percentage of students in grades 1-4 who had a school-day attendance rate at or below 90% in the prior school year and demonstrated an improved attendance rate in the current school year, percentage of students in Grades 1-4 who demonstrated an improvement in teacher-reported engagement in learning, and percentage of targeted students served for 45 days or longer during the grant period.

Austin Soundwaves expanded services: For the Elementary, Middle, and High schools (All Centers), Austin Soundwaves will provide 4 music classes 5 days per week throughout the school year. To support this service expansion, funds will be used to purchase musical instruments, supplies, and accessories as needed and support parent communication, administrative support, and coordination of concerts, special events, field trips, and guest presentations.

Austin Film Society expanded services: The Austin Film Society will provide additional afterschool clubs to teach about film-making and digital media production, which aligns with Partnership for 21st Century Skills focusing on college and career readiness, in order to illustrate career and college pathways related to the digital media industries and the arts. The curriculum is aligned with TEKS. NEED: Partnerships with both Austin Soundwaves and the Austin Film Society will address the need for consistent enrichment activities that many of our students and teachers indicated were critical to improving SEL development and engagement in school. GOAL: These two partnerships will promote increased attendance in full day school for students in grades 1-12; contribute to a decrease in negative behavioral data gathered at the Center level, including a decrease in in-school suspensions compared to the previous year; an increase in the percentage of students in Grades 1-5 participating in 21st CCLC programming who demonstrate an improvement in teacher-reported engagement in learning; and finally increase the percent of targeted students served for 45 days or longer during the grant period.

African American Youth Harvest Foundation expanded services: AAYHF will conduct academic success programs including the mentorship program, and college scholarships work, physical health and safety programs on drug/ alcohol abuse and social-emotional health and safety programs to additional students driven by demand identified in the SNA. NEED: These services will address the need for consistent enrichment activities that many of our students and teachers indicated were critical to improving SEL development and engagement in school. GOAL: These services will promote the following goals: increasing school day attendance and teacher reported student engagement for students in Grades 6-12 participating in 21st CCLC programming and an increase in students served for 45 days or longer during the grant period.

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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.

Countless studies show that students enrolled in afterschool programs consistently register fewer absences than their peers who do not attend these programs. Like many students coming from low socio-economic households, the majority of students at AAPS arrive multiple grade levels behind and cannot afford to miss time in the classroom. Additional research shows that students enrolled in afterschool programs also report having better focus in class, more confidence in their schoolwork, and turn in homework assignments with more regularity than their peers who do not attend similar programs. This leads to higher scores on standardized tests and improved grades. If granted funding through the 21st Century grant, AAPS would invest heavily in academic support during afterschool programming. Research also shows that students enrolled in afterschool programming tend to engage in risky behavior less frequently than their peers and are more likely to be promoted to the next grade and ultimately graduate from high school. Partnership with the AAYHF offers mentorship opportunities as well as a college and career readiness focus. Many students at AAPS come from low socio-economic status backgrounds and don't have the same opportunities to pursue the arts informally outside of the classroom, which makes the partnerships with Austin Soundwaves and the Austin Film Society an important addition to their regular curriculum.

The programs that we will provide have been developed intentionally to address clear goals and track outcomes. Participants who see the most success inside and outside of the classroom are those who will attend regularly, which is why it is critical our before and afterschool programs have been developed in a sustainable way for both their leaders and attending students. Additionally, research suggests that the best programs are those with strong facilitators and consistent agendas. AAPS seeks to continue leveraging community relationships and partnerships through afterschool programs. These community partners are well-respected, expertly trained, and conduct coherent and thoughtful programming aligned to TEKS. Funding through the CCLC grant will allow participants to attend programming more often and continue to grow socially and intellectually.

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.

AAPS operates its own transportation system, running bus routes for up to 60% of students to and from school. Due to current financial limitations, there are not enough bus routes that run early or late enough in the day to ensure that all students, regardless of their or their family's schedule, can participate in before school or afterschool activities. As an open enrollment charter school, AAPS students live in a variety of different areas throughout Austin. Currently, AAPS has bus stops in Pflugerville, Del Valle, Manor, and Elgin, but hopes to expand to better meet the needs of families. Families and students surveyed as part of the Strengths and Needs Assessment identified transportation as one of the most critical barriers to participation in before and afterschool activities. If granted 21st Century funding, AAPS will operate two additional bus routes per school site totaling six buses to accommodate additional afterschool program attendance. All buses would be required to follow the same processes that currently exist for bus drivers and riders. Students would be able to attend only the program offered on their regular school day campus. All programming funded through the 21st Century grant will occur before and after the school day.

For all schools and bus riders, AAPS uses the WheresTheBus application. The application allows parents and caregivers to not only track the arrival time of the school bus but also allows them to track whether or not a student made it on or off the bus and which bus stop they used. This safety measure is possible because of in-house transportation services. Austin Achieve meets the needs of students by allowing high school students to use an elementary bus in the mornings to attend athletic practice or academic tutoring. On the other end, elementary students use the high school bus in the afternoons to stay for tutoring and High school students use the morning bus route. There are currently 17 bus routes for all of our Centers. Funding would enable 23 routes to serve 15-20% more students who would be included in those joining the before and after school programs.

For	TEA	Use	Onl	v:
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CDIN	1221023

Amendment #

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.

Austin Achieve announced its intention of applying for the 21st Century grant via an organization-wide series of emails, held a virtual town hall meeting for all AAPS families, and posted to social media sites (i.e. Facebook), which have broad viewership in Austin. If awarded funding, we will post this information at each of our three school sites, share via our organization-wide email, to our partner organizations, and post to social media. Parents and caregivers of current students will also receive a text message through our Parent Notification system. As many of our families and those in the surrounding community are bilingual, we will post this information in Spanish as well as English. In the fall, we would share this information with all new and returning families and students in Back to School nights - large campus gatherings with students and teachers - new family welcome sessions, and via paper handouts to students directly.

If awarded, we will also post this to each of our schools' public websites, so that the community at large will be aware of the award and services provided. We will work with our new site coordinators, family engagement specialists and the Project Director to ensure that the campus community is aware of these programs, along with the broader Austin community. These staff members will be responsible for ensuring that all campus staff (teachers, operations staff, etc.) are aware of the programming and the opportunities made possible because of funding from the 21st Century Grant. All campus staff who will be participating in any portion of the services funded through this award will receive notification prior to the beginning of the summer so that they can work with their teams and promote to staff. The Project Director will host informational sessions for those who may have questions about the new services or are interested in participating.

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 longterm goals for student academic achievement.

AAPS will coordinate federal, state, and local programs and effectively leverage public resources at each of the three campuses. Each of the proposed Centers will be contributing to the cost of implementing the proposed CCLC before and afterschool care services and programs through a variety of funding sources including federal Title I/II/III funds, state funds, partnership funding and other funding. Facilities, transportation, printing and copying, and some staff costs would be offset by other funding sources, Title I, ESSER Cares Act (554K), and Instructional Continuity (10.5K) funding, to ensure that AAPS is maximizing the impact of CCLC grant funding. First, facilities costs at each Center will be funded through alternate funding sources and will not be charged from the CCLC grant. This would include access to classrooms for partner staff to conduct services and programs, and access to common areas and outdoor areas as well for any family nights or other engagement opportunities. Transportation costs for students who attend full day programs would also be funded from the Center's current budgets, so while we are proposing CCLC funds support additional bus routes, currently funded transportation would potentially also benefit new AAPS afterschool students to access expanded services provided. Additionally, printing and copying for any materials for family engagement would be funded from current Center budgets rather than the CCLC grant funding, which would mean that the CCLC funding would have more impact as it would fund the staff time to develop and translate all family engagement marketing materials and content rather than the material costs themselves. In addition, new staff who are grant-funded will use current facilities and office items that are funded outside of the grant - desks, office space, etc. Finally, private funding sources will also increase the impact of the CCLC grant in helping achieve both the short and long term goals of the grant. Currently, AAPS will leverage private funding (210K) to support literacy initiatives during the full day programming and (15K) for the library, which will increase supports for participating CCLC students who participate in academic interventions, tutoring and study halls.

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Adjustments on this page have been confirmed with	bv	of TEA by phone / fax / email on	

CDN	227825

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.

Austin Achieve has pursued the 21st CLCC grant specifically because it will support the next phase of growth as part of a larger organizational strategic plan. The early investment in afterschool programming from the 21st CLCC grant will set these programming initiatives up for success and sustainability. Increased student and family engagement should translate into higher achievement in the classroom and beyond. These afterschool programs can be used as a recruiting tool for future students and will continue to set AAPS apart as a high-achieving charter school option for families. As part of this intentional growth, AAPS will continue to pursue grant and individual funding opportunities to support increased before school and afterschool program offerings, to ensure that these services not only continue, but grow after 21st CLCC funding ends. AAPS will develop a specific sustainability plan as part of larger strategic planning work that is conducted by AAPS leadership, the AAPS board of directors, the development and achievement teams, and program and site staff. Our community partners are committed to supporting us in developing sustainability planning.

To ensure that adequate funding is allocated each year, we will complete an annual budget review and identify target areas to focus on as part of the annual strategy process. We will leverage our software platform capabilities to build out fundraising pages and campaigns to support individual programming expenses as needed. The 21st CCLC funding will provide the AAPS development and achievement teams opportunities to seek additional community partnerships, financial and operational supports, and resources to ensure the programs that began during the grant period can continue. The AAPS development team has built a key potential funders list and outlined a fundraising strategy to seek additional resources.

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)

The current programs as described in this application do not anticipate using volunteers to facilitate or implement these services.
these services.
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CDN	227825

Amendment #

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.

One long-term strategy to recruit and retain students is by providing transportation at times that are most convenient for more students and their families. We also will recruit students by improving our communication to students and their families about the services that we will provide. Currently, students are informed of afterschool activities in class by their teachers or via a written note that is shared with them. We will expand the use of the Hub website to market the options available to students. We will also increase communication to parents and families so that they are more aware of the services provided. As revealed in the SNA, families shared that they did not know all of the options available, particularly at the Middle School and High School. We have developed the following SMART goals related to improving student attendance and dosage over the course of a school year.

Through improved marketing, more consistent and more diverse services, improved transportation options to meet the needs of working families, and increased family communications, AAPS will increase student attendance targets in afterschool programs by: 30% at the Elementary School and dosage at attending more than 45 days of the fall and spring semesters, separately; 20% at the Middle School and dosage at attending more than 45 days of the fall and spring semesters, separately; and 15% at the High School and dosage at attending more than 45 days of the fall and spring semesters, separately.

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 informed proposed Center operations, scheduling, staffing and budgets. With the exception of student feedback at the Elementary School Center (instead provided by these students' families), each of the Centers' families, students, staff and leadership provided feedback on the types of services, resources, staffing supports, and budgets that they would need to best support students via before and afterschool activities. These recommendations were considered by the 21st CCLC Grant team and figured into the proposed service schedule. Because of the longer school day model used by AAPS, the timing of the before school tutoring/study hall, and the afterschool clubs did not adjust the full day schedule to ensure the longer school day hours and school weeks were met. The SNA feedback also directly led to establishing before school activities, as this was considered the strongest method in which to recruit and retain the most students with the highest need for academic programming. Additionally, the feedback from the center level SNA helped determine the schedule and which afterschool programs should be led by community partners versus AAPS teachers.

Feedback was clear from all AAPS teams and SNA feedback that a Project Director, dedicated site coordinators and family engagement staff were necessary to ensure the smooth program management. The AAPS Development and Achievement teams will coordinate among these new staff members once hired to ensure all programs, and communications about CCLC programs, are aligned. Finally, the Center-level feedback via the SNA also clearly identified transportation as an undeniable need and factor in recruitment and persistence of student attendance in before and afterschool programming. The decision to add transportation to this proposal was made after much deliberation about balancing this large expense and complex operation with the dire need for students with working families to attend before and afterschool programming.

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CDN 227825 Vendor ID 1273700807	Amer	ndment #					
Equitable Access and Participatio							
Theck the appropriate box below to indicate whether any barriers exist to equitable access and participation for any roups that receive services funded by this grant. The applicant assures that no barriers exist to equitable access and participation for any groups receiving services funded by this grant. Barriers exist to equitable access and participation for the following groups receiving services funded by this grant, as described below.							
Group	Barrier						
Group	Barrier						
Group	Barrier						
Group	Barrier						
11. PNP Equitable Services							
oroposed to be served by the centers in the Yes No f you answered "No" to the preceding questoage. Are any private nonprofit schools participati	tion, stop here. You have completed the section. Proceed to						
○Yes ●No							
f you answered "No" to the preceding question, stop here. You have completed the section. Proceed to the next page.							
Assurances							
The applicant assures that it discussed all consultation requirements as listed in Section 1117(b)(1), and/or Section 8501(c)(1), as applicable with all eligible private nonprofit schools.							
The applicant assures the appropriate A Ombudsman in the manner and timeline	ffirmations of Consultation will be provided to the TEA Private to be requested.	e Schools					
1	t award requested includes any funding necessary to serve exithin the attendance area of the public schools to be served	•					
Equitable Services Calculation							
1. Total 21st CCLC program enrollment for	all centers						
2. Enrollment in 21st CCLC of students atte	ending participating private schools						
3. Total 21st CCLC program and participati	ng private school students (line 1 plus line 2)						
4. Total year 1 proposed grant budget for se	1. Total year 1 proposed grant budget for serving students in all centers						
5. Applicant reservation for required staff payroll.							
6. Total grant amount for provision of ESSA	PNP equitable services (line 4 minus line 5)						
7. Per-pupil grantee amount for provision of	Per-pupil grantee amount for provision of ESSA PNP equitable services (line 6 divided by line 3)						
Grantee's total required ESS	A PNP equitable services reservation (line 7 times line 2)						
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12.	Request	for Grant	t Fund	S				
bud neg	geted for e	ach activit u will be re	y. Grou	ıp similar	act	es for which you are requesting grant funds. Include the ivities and costs together under the appropriate heading our planned expenditures on a separate attachment pro	g. Duri	ng
1.	Academic/	Instruction	nal				\$49,0	75
2.	Program N	1anageme	nt and	Administ	atic	on: Director, Engagement Specialist and Coordinators	\$362,	481
3.	Evaluator						\$9,00	0
4.								
5.								
Pro	fessional	and Contr	acted	Services				
6.	After Scho	ol Care (E	AC)				\$4,95	0
7.	Mentoring						\$20,0	00
8.	Music						\$55,0	00
9.	Art						\$4,80	0
10.	Cell Phone	Service					\$2,13	8
Sup	plies and	Materials						
11.	Supplies a	nd Materia	als				\$19,0	00
12.								
13.								
14.								
Oth	er Operati	ng Costs						
15.	Education	al Field Tri	p(s)				\$7,13	6
16.	Daily Tran	sportation					\$140,	013
17.	Travel - Pr	oject Direc	ctor Tra	inings			\$3,00	0
Cap	oital Outla	/						
18.							0	
19.								
20.								
						Direct and indirect administrative costs:		\$33,830
						TOTAL GRANT AWARD REQUESTED:		\$676,594
								, -,
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		701-21-10				21-2022 Nita M. Lowey 21st CCLC Cycle 11, Year 1	_	Page 14 of 1

CDN 22	Vendor ID	1273700807	Amendment #	
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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.

Section Being Negotiated or Amended	Negotiated Change or Amendment
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Center Operations Schedule

County-district number or vendor ID: 227825

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	227825003	Austin Achieve Elementary School 7424 E Highway 290, Building 1 Austin, TX 78723 Clare Mundy (512) 522- 4190	0	PK-4	30	30
2	227825001	Austin Achieve Middle School 5908 Manor Road Austin, TX 78723 Clare Mundy (512) 522- 4190	1	5-8	60	60
3	227825004	Austin Achieve High School 7424 E Highway 290, Building 2 Austin, TX 78723 Clare Mundy (512) 522- 4190	1	9-12	60	60
4						
5						
6						
7						
8						
9						
10						

Ce	Texas ACE Center Operations Schedule (one per center)											Program Year 2021-2022				
	Applicant wi				• -				tor in	formatio	n should h	o ontoro	d in			
	order as inc		-	-			enier.	. Ceni	ier iri	jormano	n snouta o	emere	ııı			
Center 1	9 Digit campus ID #				hool, Physic		dress, (City, ZI	P	Grade Levels Served	Proposed "Regular" Student Target	"Regular" Parent/L Student Guardi				
Center	227825003		chieve Eler lighway 29 X 78723							PK-4	30	30				
Feeder	N/A															
Feeder	N/A															
Program	Operations		Sta	rt Date (MM/DD/Y	Y):	End	Date	(MM/	DD/YY):	Tota	al Weeks	3			
	erm Jump S	tart (Must b	е													
approved in Fall Term	NOGA)		07/1	9/21			12/17	7/21			22					
Spring Te			01/0	4/22			06/09	9/22			23					
Summer 7	erm															
Total num	ber of weeks	:					45									
					Center S	ched	ule									
Day of the Week	9	Fall 1	Term			Spri	ing T	erm		Summer Term						
	AM Start	AM End	PM Start	PM End	AM Start	AM End	d t	PM Start	PN En	d Star		PM Start	PM End			
Monday			3:22	4:30				3:22	4:30							
Tuesday			3:22	4:30				3:22	4:30				_			
Wednesda	ау		3:22	4:30				3:22	4:30				_			
Thursday Friday			3:22	4:30			3	3:22	4:30)						
Saturday													-			
Sunday													-			
Total Hou Per Week		-		1	4:32		,				1		_			
applicabl	Adjunct Sites, If applicable (site name and full address)															
Special Remote Instruction, Field Trips (when safe and available) Schedules (i.e., Jump Start, Remote Instruction, Saturday Events, Field Trips) Remote Instruction, Field Trips (when safe and available)																
Parent/Le Activities	gal Guardia	n														

Co	nter Op	eration		Program Year 2021-2022									
								on info	nformation should be entered in the				
	er as inclu					eu Cei	nier. Centi	er injo	mailon	snouta de	enierea	in the	
Center 2	9 Digit					ical Ad	dress, City, Z	ID	Grade	Proposed	Pron	osed	
Center 2	campus ID #	Name	of Center/	reeder Sc	nooi, rnys	icai Au	uress, City, Z	ar	Levels Served	"Regular" Pare		ent/Legal uardian Farget	
Center	227825001		chieve Mid nor Road X 78723	dle Schoo	ol				5-8	60	60		
Feeder	227825003	Austin A	chieve Elei Highway 29						PK-4				
Feeder													
Program	Operations		Sta	rt Date (MM/DD/Y	′ Y):	End Date	(MM/I	DD/YY):	Tota	al Weeks	,	
Summer T	erm Jump \$	Start (Must b	ре										
Fall Term	VOGA)		07/1	19/21			12/17/21			22			
Spring Ter	m	01/04/22					06/09/22			23			
Summer T	erm												
Total num	oer of week	s:								45			
					Center	Sched	lule						
Day of the	•	Fall	Term			Spri	ing Term		Summer Term				
	AM Start	AM End	PM Start	PM End	AM Start	AN End		PN End		AM t End	PM Start	PM End	
Monday			4:37	5:40			4:37	5:40)				
Tuesday			4:37	5:40			4:37	5:40)				
Wednesda	ıv		4:37	5:40			4:37	5:40)				
Thursday			4:37	5:40			4:37	5:40)				
Friday													
Saturday													
Sunday													
Total Hou Per Week					4:12								
Adjunct S	ites, If e (site nam	е			ı								
Special Remote Instruction, Field Trips (when safe and available) Schedules (i.e., Jump Start, Remote Instruction, Saturday Events, Field Trips) Remote Instruction, Field Trips (when safe and available)													
Activities	gal Guardi	all											

Texas ACE											Program Year				
Ce	nter Ope	eration	s Sche	dule	(one p	er c	ent	er)		2021-2022					
(Part 3) G		l enter in	formation	n for the	e approve	ed Ce	enter	. Cente	r infor	mation	should be	entered	in the		
	er as inclua	-		-					J						
Center 3	9 Digit campus ID #		of Center/			ical Ad	ldress	s, City, ZI	P	Grade Levels Served	Proposed "Regular" Student Target	Parent Guar	Proposed Parent/Legal Guardian Target		
Center	227825004		chieve High Highway 29 X 78723		ng 2					9-12	60	60			
Feeder	227825001	Austin Ad	chieve Mid nor Road	dle Schoo	ol					5-8					
Feeder															
Program C	Operations		Sta	rt Date (MM/DD/	YY):	En	d Date	(MM/D	D/YY):	Tota	al Weeks	3		
Summer To	erm Jump S	tart (Must b	е												
Fall Term	,		07/1	9/21			12/	17/21			22				
Spring Ter	m		01/0	14/22			06/0	09/22			23				
Summer To	erm														
Total numb	er of weeks	S:							45						
					Center	Scheo	dule								
Day of the Week		Fall	Геrm			Spr	ing	Term			Summer	r Term			
	AM Start	AM End	PM Start	PM End	AM Start	Al En		PM Start	PM End	AM Start	AM End	PM Start	PM End		
Monday	7:15	8:30	4:52	6:00	7:15	8:30		4:52	6:00						
Tuesday	7:15	8:30	4:52	6:00	7:15	8:30)	4:52	6:00						
Wednesda	y 7:15	8:30	4:52	6:00	7:15	8:30		4:52	6:00						
Thursday	7:15	8:30	4:52	6:00	7:15	8:30		4:52	6:00						
Friday	7:15	8:30			7:15	8:30)								
Saturday															
Sunday	10.47				40.47										
Total Hour Per Week:					10:47										
applicable	Adjunct Sites, If applicable (site name and full address)														
Special Schedules (i.e., Jump Start, Remote Instruction, Saturday Events, Field Trips) Parent/Legal Guardian Activities Remote Instruction, Field Trips (when safe and available) Remote Instruction, Field Trips (when safe and available)															

AGREEMENT

Between

Austin Achieve Public Schools

and

Extend-A-Care, Inc.

for the

PROVISION OF AFTER-SCHOOL PROGRAM SERVICES ON SCHOOL PREMISES

This AGREEMENT (the "Agreement") is effective as of the 1st day of August 2018 by and between Austin Achieve Public Schools, and Extend-A-Care ("Provider") to specify the terms and conditions for the provision of after-school, summer, and holiday program services (collectively "After-school Program Services") by the Provider on Austin Achieve Public Schools school premises.

This Agreement consists of the Terms and Conditions set forth below and all contents hereof.

RECITALS

- A. In recognition of the value of quality After-school Program Services in extending the intellectual and social development of students during hours and days when school is not in session, Austin Achieve Public Schools enters into this Agreement to cooperate in the provision of After-school Program Services on the premises of Austin Achieve Public Schools campuses. This cooperation includes provision of space required to meet state licensing standards for the agreed upon number of students served in the After-School Program Services.

 Agreement for Special Use of Facilities is included as Exhibit B to this agreement.
- B. After-School Program Services will be provided at the Austin Achieve Public Schools campuses agreed to by the parties.
- C. After-school Program Services will be provided in accordance with the Program and Space Use Plan mutually agreed upon by the school principal and Provider.
- D. Austin Achieve Public Schools has agreed to allow Provider use of Austin Achieve Public Schools premises pursuant to the further terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE PROVIDER and Austin Achieve Public Schools agree as follows:

1. After-School Care License.

The Provider will:

- a) Obtain, and maintain in good standing a valid license issued by the Texas Department of Family and Protective Services, unless otherwise exempt, for each program to be provided on Austin Achieve Public Schools premises; if exempt, Provider must provide an annual letter of exemption from the Texas Department of Family and Protective Services. Provider will notify Austin Achieve Public Schools immediately if its license is suspended.
- b) If licensed, provide to the principal and publicly post any copies of licenses, violations and/or other required items as listed in the Minimum Standard Rules for Licensed Child-Care Centers.
- c) Whether licensed or exempt, provide proof of insurance coverage for Provider and its employees, agents, and volunteers, and any other items as required for programs licensed by the Texas Department of Family and Protective Services for operation of a school-age child care program.
- d) Notify the principal immediately of any violations in licensing requirements, serious accidents, or serious incidents.

The school principal will:

- a) Ensure Provider has access to appropriate space for quality child care that meets or exceeds Texas Department of Family and Protective Services childcare licensing standards. This includes, but is not limited to, the cafeteria, gymnasium, outdoor playgrounds, and rest rooms where Provider can demonstrate, in the Program and Space Use Plan; a safe system for use, supervision, and clean-up.
- b) Provide copies of documentation required by the Texas Department of Family and Protective Services such as, without limitation, fire and gas inspection reports.
 - 2. <u>Program Plan.</u> The Provider and each school principal shall mutually agree upon a plan for the After-school Program Services for that school, to be detailed in the Program and Space Use Plan, which describes:
 - a) Maximum number of students who may be enrolled in the program
 - b) Allowable space and equipment use
 - c) Hours of operation
 - d) Other matters specific to the site
 - 3. <u>Enrollment.</u> The Provider and school principal will mutually establish an enrollment figure that reflects the ongoing needs of the school population, facility capacity, and program staffing.

The Provider will:

Whether program is licensed or exempt

- a) Establish a registration system that complies with the Texas Department of Family and Protective Services "Minimum Standard Rules for Licensed Child-Care Centers" and include onsite copies of all important student information.
 - b) Notify the principal immediately upon reaching full capacity.
- c) Maintain a teacher to student ratio that does not exceed 1:26, as required by the Texas Department of Family and Protective Services as outlined in the "Minimum Standard Rules for Licensed Child-Care Centers," with the understanding that a 1:17 ratio is recommended.
- d) Provide parents and the principal with a copy of the annual fee schedule, calendar, and policies including those related to enrollment, discipline, termination, and programming.
- e) Notify the school principal, in writing, when a family is facing suspension or termination due to unacceptable behavior on the part of the child, or other circumstances that may arise.

The school principal will:

- a) Allow Provider to make available through the school information about the Provider's program, and allow Provider's staff to have information available at school registration, Kindergarten Round-up, and Back-To-School night, and when possible to allow Provider's staff to be present at these events and to promote the program.
- b) Offer school to Provider for use for full-day child-care on conference days, school vacations, and summer break; or offer the school for these days on a rotating basis with other nearby schools.

4. Staffing.

The Provider will:

Whether program is licensed or exempt

- a) Ensure that all staff meet the hiring, screening, and training requirements required by the Texas Department of Family and Protective Services as outlined in the "Minimum Standard Rules for Licensed Child-Care Centers" including qualifications, criminal background checks, central registry requirements, among others. Documentation of attendance at trainings shall be maintained in each staff person's file.
- b) Ensure that all volunteers (working a total of 12 or more hours per week) are subject to the same hiring and screening requirements required by the Texas Department of Family and Protective Services as outlined in "Minimum Standard Rules for Licensed Child-Care Services" including criminal background checks, central registry requirements, among others. In addition, volunteers shall participate in orientation and training sessions and documentation of attendance shall be maintained in each volunteer's file.
- c) Ensure that all staff have an identification card that is worn on a daily basis, and that all staff have picture identification issued by a state or federal governmental agency on their

person or at the site.

- d) Notify the principal immediately of any material staff changes, including resignation, termination or suspension, or any disciplinary actions that materially affect staff performance;
- e) Provide visitors and volunteers with guest nametags and register them with the school office, if open.

5. Program and Daily Operations.

The Provider will:

Whether program is licensed or exempt

- a) Provide a program that focuses on the developmental needs of the school age child. Child care programs should include, but are not limited to a balance of unstructured child directed activities, well supervised indoor and outdoor play, choice oriented recreational activities, support in developing academic skills and completing homework; support in developing social skills. Specialty or enrichment programs should include, but are not limited to opportunities for child directed activities, supervised and teacher directed activities, choice oriented activities, support in building academic and social skills.
- b) Check-in with the school office daily to obtain a copy of the absent student list and check for messages and mail.
 - c) Keep a daily record of all attending students.
- d) Provide a safe and organized system for monitoring children including movement during the program day, use of rest rooms and arrival/departure.
 - e) Provide a healthy snack and drink daily.
- f) Provide a concrete method for involving and communicating with parents on a regular basis.
- g) Provide a concrete method for allowing children to participate in other After-school Programs running simultaneously.

The school principal will:

- a) Give Provider a centralized mailbox, adequate space for storing program materials and equipment that is easily accessible during the program day, access to a convenient and readily available telephone connection(s) in the main program areas to be used for parent inquiries and emergencies.
- b) Give Provider access each day to the list of students absent from school that day prior to the time the After-school Program Services begin for that day.
- c) In accordance with any applicable privacy laws, communicate to the Provider any pertinent information regarding the state of any child's welfare, health, family situation, behavioral, and academic challenges that may impact the child's care experience or that of his/her peers.

6. Use of Premises.

The Provider will:

Whether program is licensed or exempt

- a) Have regular access to areas specified in the Program and Space Use Plan approved by the school principal and complying with the space requirements as required by the Texas Department of Family and Protective Services as outlined in the "Minimum Standard Rules for Licensed Child-Care Centers" for infant/preschool full day programs and "Minimum Standard Rules for Licensed for School-Age and Before or After School Programs."
- b) There will be no charge for use of the school premises so long as the Provider carries out these responsibilities:
 - Maintaining a clean, safe and open environment including, but not limited to, putting away all materials, removing debris from tables and floors, checking all utilized areas for cleanliness and security, returning materials and furniture to their original positions, organizing storage spaces, and notifying school personnel of any safety hazards.
 - 2) Providing a debris-free and organized space, at the end of the program day, for school custodians to mop, sweep, or clean.
 - 3) Coordinating with other regular school day and After-school Program Services providers on space use.
- (c) Provider may be assessed charges to cover the actual costs of extraordinary maintenance and damage to the premises or school equipment.

The school principal will:

- a) Meet with Provider and they shall mutually agree upon any changes regarding space use and the program plan in advance of any such changes.
- b) Notify Provider a minimum of five (5) days prior to relocating the program on a temporary basis, and provide it with comparable space(s) that will allow for the continuation of all program activities.
 - c) Coordinate fair and equitable use of facilities needed by all after-school programs.
- Communication. In order to promote and ensure high quality after-school childcare at each school campus, Provider's chief executive officer (or designee) and school principal (or designee) shall meet monthly, or more often as needed, to communicate the level of satisfaction with the After-school Program Services and to resolve any issues or problems. Whenever a problem involving the services delivered by Provider has not been resolved at the campus level, the school principal (or designee) will communicate the issue or problem in writing as soon as possible, as well as any expectations and requirements, if any, to the Provider's chief executive officer to resolve the problem. Whenever a problem involving obligations of the campus has not been resolved at the campus level, the Provider's chief executive officer or designee will communicate the problem in writing as soon as possible, as well as any expectations or requirements, if any, to the school principal to resolve the problem. If issues or problems remain unresolved after a reasonable period of time, the school principal or designee and Provider's chief executive officer shall, after receipt of written notification, have a reasonable period of time to cure the problem. All parties agree to act in good faith to resolve issues or problems.

- 8. <u>Confidentiality and Data Sharing</u>. The Company shall maintain strict confidentiality of all information, data or records relating to students of the District and shall not disclose student information. Company recognizes that completion of a Data Sharing Agreement is required if the Company is utilizing individual student data for any purpose, including research, individual student tracking for program delivery, or program analysis and/or evaluation.
- 9. <u>Term.</u> The term of the Agreement shall be for a period of three (3) years commencing on August 1, 2018 and ending on July 31, 2021.
- 10. <u>Termination</u>. Either party may terminate this Agreement if the other party is in breach of this Agreement. If a party ("First Party") believes the other party ("Second Party") is in breach of this Agreement, the First Party shall notify the Second Party in writing of the breach and the Second Party shall have thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) day period, the First Party may terminate this Agreement after providing five (5) days written notice.
- a) Termination at individual campuses. If an issue or problem between Provider and an individual campus arises and it is not resolved to the satisfaction of either party after the procedures set forth in section 8 of this Agreement have been followed, then the dissatisfied party shall inform the executive director of Austin Achieve Public Schools's Office of School, Family and Community Education or designee with a courtesy contact to the other party. Within ten (10) days of the date of the notice, the executive director of the Office School, Family and Community Education (or designee) shall attempt to resolve the issue. If the executive director of the Office of School, Family and Community Education (or designee) determines the issue cannot be resolved to the satisfaction of both parties, either party may elect to terminate Provider's participation at the campus by giving the other party ninety (90) days' prior written notice.
- b) It is agreed and understood that the District will have the right to provide notice and discontinue service at a listed sight in the event a school renovation, closure or consolidation occurs. Such notice will be supplied in the manner as required for official notices within this agreement and with as much advance notice as possible.
- c) Immediate termination of Agreement. Austin Achieve Public Schools may immediately terminate Provider's participation at an individual campus if Provider's license is suspended at that campus.
- d) If Austin Achieve Public Schools terminates the contract within the first 90 days of the date of signed executed contract, then Austin Achieve Public Schools is responsible for covering the full cost for licensing applications fees, staff preparation cost, material and training cost for employees assigned to Austin Achieve Public Schools.
- 11. <u>Austin Achieve Public Schools Not Liable.</u> Austin Achieve Public Schools shall not be liable to Provider or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about Austin Achieve Public Schools premises

caused by any act or omission of Provider, its agents, servants or employees, or of any other person entering upon Austin Achieve Public Schools premises under express or implied invitation by Provider.

- 12. **Provider Not Liable.** Provider shall not be liable to Austin Achieve Public Schools or its employees, agents, invitees, licenses or visitors, or to any other person for injury to person or damage to property on or about Austin Achieve Public Schools premises caused by any act or omission of Austin Achieve Public Schools, its agents, servants or employees, or of any other person entering upon Austin Achieve Public Schools premises under express or implied invitation by Austin Achieve Public Schools.
- 13. <u>Access.</u> Provider, as an agent of Austin Achieve Public Schools may be issued keys to buildings as required for Provider to carry out the terms of this Agreement. If Provider is not issued keys, then school personnel must be present to open and close buildings for Provider.
- 14. **Provider's Indemnity.** To the extent permitted by law, Provider agrees to indemnify, defend and hold Austin Achieve Public Schools harmless from and against any claims by Provider, its customers, employees, or agents, or causes of action for death or injury to persons, or loss or damage to property arising out of or caused by Provider's maintenance, use, or operation of HARMONY SCHOOL OF SCIENCE premises.
- 15. <u>Austin Achieve Public Schools's Indemnity</u> To the extent permitted by law, Austin Achieve Public Schools agrees to indemnify, defend and hold Provider harmless from and against any claims by Austin Achieve Public Schools, its customers, employees, or agents, or causes of action for death or injury to persons, or loss or damage to property arising out of or caused by Austin Achieve Public Schools 's ownership, maintenance, use, or operation of Austin Achieve Public Schools premises.
- 16. Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary, each party waives any and all rights of recovery, claims, actions, or causes of action it might have against the other party, its agents, officers or employees, for any loss or damage that may occur to Austin Achieve Public Schools premises, or any personal property of each party because of fire, or any other causes which are insured against under the terms of any insurance policy, regardless of the cause or origin, including negligence of the other party. Each party covenants that no insurer shall hold any right of subrogation against the other party.
- 17. Representations and Warranties. Provider is a non-profit corporation organized, validly existing, and in good standing under the laws of the State of Texas, and has the power and authority to enter into this Agreement and to fulfill the duties of this Agreement. Provider has obtained all necessary approvals to execute this Agreement and to fulfill the duties specified. This Agreement, as of the Effective Date, will constitute a valid and binding Agreement of Provider, enforceable against Provider in accordance with the terms of this Agreement.
- 18. <u>Assignment</u>. Neither party shall assign its rights under this Agreement, without the prior written consent of the other party.

19. Notices. Any payment, notice or document required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, with postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties at the respective addresses set out below, or to any other address within the United States as any party may hereafter specify by written notice delivered to the other parties hereto:

To: Austin Achieve Public Schools

5908 Manor Road Austin, TX 78723

AND Attn: John Armbrust

Executive Director and Founder

To: Extend-A-Care, Inc.

55 North IH-35

Austin, Texas 78702

Attn: Dr. Joan Altobelli

Executive Director

- 20. <u>Invalid Provisions.</u> If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision shall be fully severable, and this Agreement shall be construed as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.
- 21. <u>Entire Agreement</u>. This Agreement, together with any Program and Space Use Plans, embodies the entire agreement and understanding between the parties relating to the After-school Program Services and may not be amended, waived or discharged except by an instrument in writing executed by both Austin Achieve Public Schools and Provider.
- 22. <u>Governing Law and Venue.</u> This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in Travis County. This Agreement shall not be construed more or less favorably with respect to either party.
- 23. <u>Successors and Assigns.</u> This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and permitted assigns.
- 24. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, and only Austin Achieve Public Schools and Provider have the right and standing to bring suit to enforce this Agreement.
- 25. <u>Waiver.</u> The provisions of this Agreement may be waived only by the written agreement of the parties. Delay or omission by either party to exercise any remedy or right accruing on default or breach of the other party does not alter or impair any remedy or right under this

Agreement.

26. <u>Dispute Resolution and Attorneys' Fees.</u> In the event of any controversy, claim, or dispute ("Dispute") between the parties relating to this Agreement or any documents signed as a result of this Agreement, no matter when the Dispute may arise, the parties agree to attempt to resolve the same through informal discussion. If the Dispute is not resolved informally, the parties agree to submit the Dispute to mediation using a mutually acceptable attorney-mediator, and the parties shall share equally the costs and fees assessed by the mediator. If the Dispute is not resolved in mediation, then either party may initiate litigation and, the non-prevailing party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by the prevailing party, including, without limitation, fees incurred during trial of any action and any fees incurred as a result of an appeal from a judgment entered in such litigation; provided such costs, expenses, and fees are approved by the Court. The terms of this section shall survive the termination of this Agreement.

EXECUTED to be effective as of the date first written above.

Austin Achieve Public Schools	
By: John Armbrust Executive Director and Founder	7/19/18 Date
EXTEND-A-CARE, INC.	
By: Ovan Oltrell	7.25.18
Dr. Joan Altobelli Executive Director	Date

Memorandum of Understanding between Austin Achieve Public Schools and Austin Soundwaves

This Memorandum of Understanding (MOU), while not a legally binding document, does indicate a voluntary agreement to assist in the implementation of the plans described in the "TEA 21st Century CLCC Grant." This grant is funded through the Texas Education Agency (TEA). This MOU is made between Austin Achieve Public Schools (AAPS) located at 7424 E. Hwy 290 and 5908 Manor Rd., Austin, TX 78723 and the Austin Soundwaves the Partner, located at 2235 E. 6th Street, Suite 107, Austin, Texas 78702

Background:

- A. AAPS operates three charter schools, K-12, serving students in and around Northeast Austin.
- B. The partner has particular skills and expertise making it uniquely qualified to assist AAPS with its efforts.
- C. AAPS wishes to engage the partner's services in support of AAPS's engagement with the TEA 21st Century Grant Project.

Therefore the Parties agree as follows:

- 1. <u>Term.</u> This Agreement's term will begin on August 1, 2021 and will remain in effect until August 1, 2022 unless terminated early by giving 30 days notice to AAPS. AAPS may extend the Agreement for up to one additional year, for up to five years, by written notice to the partner, provided at least 30 days before the Agreement's ending date.
- **2. Statement of work:** Austin Soundwaves will provide the following services in specific support of this project:
 - a. Afterschool Music Education programming for Middle School and Elementary school students 4 days a week as part of the schools' afterschool program.
 - **3.** Payment terms. AAPS will pay Austin Soundwaves a total of \$15,000-30,000 per school, or as needed depending on the number of afterschool groups, by the 60th day of receiving the invoice.
 - **4.** a. The partner will provide a detailed invoice to AAPS specifying the dates of service and the specific services provided, along with a statement of any permitted Agreement expenses.
 - b. AAPS will mail each payment to the partner at the address listed at the start of this Agreement, or to such other addresses as the partner may provide to AAPS.
 - c. AAPS will not pay any partner expenses unless they are actual and reasonable expenses necessary for the performance of this Agreement.
- 5. Financial oversight. AAPS has the right to review all partner records related to this Agreement.
 - a. Upon AAPS's request at any time during the term of this Agreement and for at least three years after its termination, the partner will maintain and make all Agreement-related books and records available at its offices, or at any other mutually acceptable location, to AAPS or its designee for inspection and audit.
 - b. The partner will administer its Agreement-related funds to ensure that all expenses are for allowable costs with documentation readily available to verify accuracy.
- **6. Good faith.** Both Parties agree to communicate and deal with one another in good faith and in a timely, cooperative manner regarding matters arising out of this Agreement.

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- 7. <u>Disputes</u>. The Parties will handle any dispute related to this Agreement as specified in this Section.
 - a. The Parties' senior managers will confer to attempt to resolve the issue(s) by discussion and mutual agreement. If the senior managers are unable to resolve the dispute within a reasonable period of time, AAPS will contact the organization funding the Agreement work to help resolve the dispute
- **8.** <u>Default</u>. In the event of a default of one of the Parties, the non-defaulting Party may provide a notice of default to the defaulting Party, with an opportunity to correct the deficiency.
 - a. Upon receipt of the notice, the defaulting Party has 15 days, or any longer time as may be specified in the notice, to cure the default.
- **9.** <u>Waiver</u>. The failure to exercise any right provided in this Agreement may not be construed as a waiver of any other opportunity to exercise rights under the Agreement.
- 10. Termination. The Parties may terminate the Agreement as detailed in this Section.
 - a. Either Party may terminate the Agreement for convenience by providing written notice to the other Party at least 30 days in advance of the desired termination date. The Agreement will then terminate on the date specified in the termination notice, or such earlier date as the Parties may mutually agree.
 - b. Either Party may terminate the Agreement for cause by providing written notice to the other Party. The Agreement will then terminate upon receipt of the termination notice.
 - c. AAPS may terminate this Agreement at any time for lack of funds from the funding source supporting the Agreement services. This termination will take effect on the notice date, but the partner is permitted to take reasonably necessary action to wind up its Agreement services, and AAPS will compensate the partner for this required winding up.
- **11.** <u>Nondiscrimination</u>. The partner's performance will comply with applicable state and federal rules governing equal employment opportunity and nondiscrimination.
- **12. Antilobbying.** The partner will not use Agreement funds for lobbying purposes.
- **13.** <u>Severability.</u> Should any of the provisions of this Agreement for any reason be held invalid by a court of competent jurisdiction, that invalidity will not affect or impair any other Agreement provision, and the intention of the Parties is that the other Agreement provisions are, and will remain, in effect.

AAPS:	Partner: ORGANIZATION
Ву	
John Armbrust, CEO	Patrick Slevin, Executive and Artistic Director
DATE: 1.19.21	DATE: 1/19/21

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Austin Film Society (AFS)

The Austin Film Society's Film Club afterschool program has been in place at Austin Achieve Middle School (AAMS) since 2015. Film Club uses digital media literacy as a framework for teaching students how to analyze, explore and produce films, fostering our next generation of moviemakers and film aficionados. Due to budget constraints, the partnership was reduced to a once a week-club in the past school year (2019-2020) and is on hold the current school year due to the COVID-19 pandemic. AAMS would like to reimagine the partnership with AFS and expand the Film Club impact to take place 2-3 times a week, encouraging scholars to participate in the 2022 Cine Las Americas International Film Festival using the skills they learn through the curriculum by AFS.

PROGRAM GOALS

The AFS/AAMS Film Club has the following goals:

- 1. Teach the craft of filmmaking and digital media production, in order to empower students to express themselves creatively and gain valuable 21st Century skills, focused on preparing youth for the rigors of college and career.
- 2. Familiarize students with filmmaking technology and a wide range of equipment and software.
- 3. Offer engaging and positive programming tailored to the students' interests and experience levels in the afterschool setting.
- 4. Illustrate career and college pathways related to the digital media industries and encourage the use of artistic expression in all students' scholastic endeavors.

The AAMS Film Club would take place after school starting in August 2021 and run until the end of the school year 2021-2022.



Memorandum of Understanding between the African American Youth Harvest Foundation and Austin Achieve Public Schools

The African American Youth Harvest Foundation ("AAYHF") and Austin Achieve Public Schools ("AAPS"), collectively referred to as "Partners," are entering into this Memorandum of Understanding ("MOU" or "Agreement") for the purpose of collaborating in the implementation of programs and services that support AAYHF's mission to enhance quality of life for African American youth and families. This MOU is effective for the 2021-2021 school year-and may be extended by mutual Agreement on an annual basis.

PARTNERSHIP OVERVIEW

The Partners hereto have agreed that collaborative planning, implementation and continuous improvement processes will ultimately result in positive outcomes for children, youth and families. Such collaboration promotes the Partners' collective vision in the following ways:

- Academic success:
 - Academic Tutors
 - Mentorship program
 - College Scholarships
- Physical health & safety:
 - o Programs on drug / alcohol abuse
- Social-emotional health & safety:
 - Mentorship program
- General/infrastructure support to ensure capacity to advance and sustain the mission:
 - Temporary housing for families and students

Services under this Agreement will be provided at no charge to participants.

AAYHF agrees to:

- Provide meeting space at the African American Youth Resource Center (AAYRC) located at 6633 Highway 290 East, Austin, TX 78723, based on availability, at no charge to AAPS, to conduct the above mentioned program (s).
- Promote the AAPS partnership and programs through its organizational literature, website, general promotional efforts, open house events, and other special events as relevant.
- Make available its online enrollment form for [name] program to supplement recruitment and planning efforts.
- Assist with matching volunteers for AAPS programs and efforts as opportunities arise.

- Offer wraparound and referral support to support AAPS participants and clients, to connect them to available services and resources based on interest and identified need.
- Provide information about AAYHF and its programs, and data as needed and permitted, for AAPS's reporting and proposals to its funders and stakeholders.
- Engage in collaborative funding and partnership opportunities as relevant.

Austin Achieve Public Schools agrees to:

- Conduct Academic Success, Physical Health and Safety, Social Emotional Health, and General Infrastructure Programs to AAPS community per the following schedule:
 - As needed and dependent on availability from both partners during the 2021-2022 School Year (August 1, 2021-June 1, 2022)
- Promote its programs located at the AAYRC, along with AAYHF and its direct programs and partnerships, to the community.
- Recruit participants directly to ensure optimal class/group sizes in its programs.
- Coordinate with AAYHF as necessary to ensure participants receive nutritious snacks, meals and/or refreshments to meet the needs of participants.
- Communicate proactively regarding program needs or cancellations.
- Utilize AAYHF's intake, enrollment and/or program attendance forms to capture
 participant/family information, or work with AAYHF staff to ensure that AAPS's program
 enrollment forms capture all information needed by AAYHF, and provide copies of all
 such forms to AAYHF for participants in programs at the AAYRC.
- Complete and provide copies of intake forms, volunteer logs, and program attendance
 rosters to AAYHF, no less than weekly, for all activities conducted at the AAYRC.
 Individual participant information will be used by AAYHF for the purpose of promoting its
 programs and reporting to funding agencies and stakeholders. All participant data
 shared with third-party entities will be compiled in aggregate (group) form so that no
 participant can be identified, unless written consent is provided by participant and/or
 participant's legal guardian to allow the sharing of personally identifiable information for
 a specific purpose.
- Fully disclose the purpose and nature of all programs provided at the AAYRC, as well as the nature of the partnership between AAPS and AAYHF, and obtain written parental consent as necessary for release of liability and data exchange between Partners.
- Conduct criminal history reviews on all of its staff, contractors or volunteers who will work directly with youth.
- Exercise utmost care to ensure that all spaces and equipment used at the AAYRC are clean, orderly and returned to their original state after utilization. Communicate proactively with AAYHF staff in the event that program participants are presenting a danger to themselves, other participants, or property.
- Participate in periodic meetings, surveys and/or other forms of communication to ensure effective coordination, planning, implementation and evaluation of services.

TERMINATION

Either Partner may terminate this Agreement, with or without cause, by providing written notice at least sixty (60) days prior to cessation of programs, services or benefits included in this Agreement.

AMENDMENTS

This MOU may be amended or modified by the consent of all Partners at any time during its term. Amendments to this MOU must be in writing and signed by authorized representatives of AAYHF and AAPS. No change in, addition to, or waiver of any term or condition of this MOU shall be binding for any Partner unless approved in writing by all Partners.

COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of Texas. All Partners agree to abide by all relevant policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs.

INDEMNIFICATION

AAYHF and AAPS agree to be solely responsible for their own acts and/or omissions for any claim, cost, liability, loss, damage or expense of any kind, including the legal defense thereof (collectively, the "Damages") that either party may incur arising out of or related to this Agreement, including, but not limited to, the acts and/or omissions of their respective officers, employees, contractors or agents in the performance of their duties and obligations hereunder. Nothing contained herein shall be construed to require either party to indemnify or otherwise assume liability for any Damages or the acts and/or omissions of the other party, its affiliated entities, shareholders, officers, employees, contractors or agents.

Signatures below represent each Partner's Agreement to the terms of this MOU:

Michael R. Lofton, CEO

African American Youth Harvest Foundation

Daniela Rubio, Chief Achievement Officer

Austin Achieve Public Schools

ATTACHMENTS:

N/A