

## 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

NOGA ID									Appli	cation stamp	-in date and time
TEA will only	accept gra	int applicat	ion documei	nts by em	ail, inclu	uding compet	titive	grant			
applications a	ind amend	dments. Su	omit grant ap	oplicatior	ns and a	mendments a	as follo	ows:			
Competitive of	yrant appli	ications an	d amendmer	nts to con	npetitive	egrants@tea.t	exas.	gov			
		Public	1 aw 114-0F	Fleme	ntarv ar	nd Secondar		Ination	Act of 19	65 as an	nended by
Authorizing	legislati			-						-	lended by
						•					
Grant period	d: From (	07/01/2021	to 07/31/20	)22	F	Pre-award co	osts:	ARE I	NOT perm	itted for t	his grant
Required at	tachment	ts: Refer	to the progra	am guide	elines fo	or a descripti	on of	any re	equired att	achment	S.
Amendmer	nt Numb	er									
Amendment	number (	For amen	dments only	; enter N	/A whe	n completing	this f	form to	apply for	grant fur	າds):
1. Applican	t Inform	ation	-			-				-	
Name of org	anization										
Campus nar		L				Vendor ID			ESC	DUN	
· · ·								Г		 1 r	<u> </u>
Address				_	City			ZIP		Phone	
Primary Con	tact			Email						Phone	
Secondary C	Contact			Email						Phone	
2. Certifica		Incorpo	ration		I						
I understand	that this a	applicatior	constitutes			•			•	•	ance, will form
• •		•	•								my knowledge
a legally bind		•					•			•	organization in
accordance a	•	•				0.0				conducte	u III
I further certi		•	•		•		• •		•	•••	
applicable, a			nents are inc	corporate	ed by re	ference as p	art of	f the gi	rant applic	ation and	1 Notice of
Grant Award	· /		s, and instru	ctions	1	Debarme	nt and		ension Ce	ertification	า
-	-	s and Ass		otiono	[	Lobbying		•		Jimoutoi	
			ons and Ass	urances		ESSA Pro				ces requi	rements
Authorized C	Official Na	me		Title		 En	nail			· · · ·	
Phone		Signatur	e		L					Date	
L	Namo			Signatur							
Grant Writer Name Signature Date Date Grant writer is <b>not</b> an employee of the applicant organization.											
For TEA Use Only:											
Adjustments on this page have been confirmed with by of TEA by phone / fax / email on											
RFA/SAS #	701-21-	·102	202	1-2022	Nita M.	Lowey 21st C	CLC	Cycle 1	1, Year 1		Page 1 of 1

#### 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  $_{\neg}$  enter into a written SSA agreement describing the fiscal agent and SSA member responsibilities. All participants
- <sup>⊥</sup> 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

#### 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.

#### 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**

For TEA Use Only:	been confirmed with	by	of TEA by phone / fax / emai	
Adjustments on this page have RFA/SAS # 701-21-102		by	1st CCLC Cycle 11, Year 1	
RFA/SAS # 701-21-102	2021-2022	Nita M. Lowey Z	Ist CCLC Cycle 11, Tear 1	Pag

CDN Vendor ID	Amendment
6. Measurable Progress (Cont.)	
Second-Quarter Benchmark	

#### **Third-Quarter Benchmark**

#### 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.

For TEA Use Only:						
	•	been confirmed with	_ by	of TEA by phone / fax / email on _		
RFA/SAS #	701-21-102	2021-2022 Nita N	A. Lowey 2	1st CCLC Cycle 11, Year 1	Page 3 of 15	

CDN	Vendor ID		Amendment #			
8. Statutory/Program Assurances						
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.						

- 1. The program will take place in a safe facility that is properly equipped and easily accessible.
- □ 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.
- ☐ 6. The community has been given notice of an intent to apply and the application and any waiver request will be 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.

For TEA Use Only:						
Adjustments or	n this page have l	peen confirmed with	by	of TEA by phone / fax / email on _	·	
RFA/SAS #	701-21-102	2021-20	22 Nita M. Lowey 21	st CCLC Cycle 11, Year 1	Page 4 of 15	

<sup>□ 9.</sup> 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.

#### 9. Statutory/Program Requirements

Vendor ID

CDN

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.

For TEA Use (	Only:				
Adjustments or	n this page have	been confirmed with	by	of TEA by phone / fax / email o	n
-					
RFA/SAS #	701-21-102	2021-	2022 Nita M. Lowey 21st (	CCLC Cycle 11, Year 1	Page 5 of

CDN	Vendor ID		Amendment	#		
9. Statutory/Program Requirements (Cont.)						
2 Drogro	ma muat halp atuda	nto most sosdamis s	standards as defined by the measures of effectiveness (i.e. a	routh		

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.

	vendor ID	 Amenament #	
CDN	Vandar ID	Amondmont #	

#### 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.

For TEA Use C	•	a a mara a susfirma a di susitia	<b>b</b>	-f T		
Adjustments on	i this page have	peen confirmed with	by	Of 1	EA by phone / fax / email or	י
RFA/SAS #	701-21-102	2021-2	2022 Nita M. Lowey	y 21st CCLC Cy	cle 11, Year 1	Page

$\sim$	n	NI
J	υ	IN

Vendor ID

#### 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.

 $\bigcirc$  This applicant is part of a planned partnership

 $\bigcirc$  The applicant is unable to partner

For TEA Use Only:				
Adjustments on this page have	peen confirmed with _	by	of TEA by phone / fax / email on	
PEA/SAS # 701-21-102	2021_'	2022 Nita M. Lowey 21st CCL	C Cycle 11 Vear 1	Page 8 of

CDN	Vendor ID			An	nendment #
9. Statutory	/Program R	equirements (Co	ont.)		
educational	and related ac	tivities that will con	nplement and enha	esearch- or evidence-based practice ince academic performance, achieve evelopment of the students.	
6. Describe	the transportat	ion needs of partic	ipating students an	d how those needs will be addressed	d. Specifically
				fely to and from each center and hon	
For TEA Use		been confirmed with	by	of TEA by phone / fax / emai	
RFA/SAS #	701-21-102	-		ey 21st CCLC Cycle 11, Year 1	Page 9 of 15

CDN		Vendor ID		Amendment #
9. Sta	atutory/F	Program Re	equirements (C	ont.)
7. lf a	awarded, a	applicants m	ust disseminate ir	nformation about the community learning center, including its location,
to the	e commun	nity in a man	ner that is underst	tandable and accessible. Please describe the applicant's plan to inform

to th	ie commur	nity in a ma	anner that i	s understanc	able and	accessible.	Please	desc
the o	community	<sup>,</sup> about the	center and	d participating	g in the p	rogram.		

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

For TEA Use C	Only:					
Adjustments on	this page have	peen confirmed with	b	у	_of TEA by phone / fax / email on _	
RFA/SAS #	701-21-102	2021	-2022 Nita M.	Lowey 21st CCL	C Cycle 11, Year 1	Page 1

CDN Vendor ID	Amendment #
9. Statutory/Program Requirements (Cont.)	
9. Describe a preliminary plan for how the community learning center ends. Include how the resources provided by this grant will assist the	• •

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)

For TEA Use C	Only:				
Adjustments on	n this page have	been confirmed with	by	of TEA by phone / fax / email on _	
RFA/SAS #	701-21-102	2021-20	)22 Nita M. Lowey 21st	t CCLC Cycle 11, Year 1	Page 11 of

CDN Vendor ID		Amendment #
9. Statutory/Program Require	ments (Cont.)	
Describe the program's strategies	s for recruiting and retaining stud	ated with certain positive student outcomes. Ients in the program over time. Provide SMART ge for a typical school year (fall, spring) and
12 Describe how the conter love	L poode accossments informed th	he proposed center operations schedule and
	et plans. Describe how the plan v	vill help meet the measures of effectiveness and
For TEA Use Only:		

Adjustments or	n this page have l	been confirmed with	by	of TEA by phone / fax / email on _
RFA/SAS #	701-21-102	2021-2022	2 Nita M. Lowey 21	Ist CCLC Cycle 11, Year 1

CDN Vendor ID		Amer	ndment #
10. Equitable Access and Participation	n		
groups that receive services funded by this The applicant assures that no barrier services funded by this grant.	grant. s exist to equi	v barriers exist to equitable access and participa table access and participation for any groups re for the following groups receiving services fund	eceiving
Group	Barrier		
11. PNP Equitable Services			
proposed to be served by the centers in the	application?	hool attendance zones of the campuses and fe e. You have completed the section. Proceed to	
Are any private nonprofit schools participat	ng in the grar	nt?	
⊖Yes ⊖No			
If you answered "No" to the preceding ques page.	tion, stop her	e. You have completed the section. Proceed to	the next
Assurances			
The applicant assures that it discussed Section 8501(c)(1), as applicable with a		n requirements as listed in Section 1117(b)(1), ate nonprofit schools.	and/or
The applicant assures the appropriate A Ombudsman in the manner and timeline $\mathbb{C}$		Consultation will be provided to the TEA Privat ted.	e Schools
		ested includes any funding necessary to serve and ance 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 particip	pating private schools	
3. Total 21st CCLC program and participat	ng private scl	hool students (line 1 plus line 2)	
4. Total year 1 proposed grant budget for s	erving studen	ts in all centers	
5. Applicant reservation for required staff p	ayroll.		
6. Total grant amount for provision of ESS/	NP equitat	ble services (line 4 minus line 5)	
7. Per-pupil grantee amount for provision o	FESSA PNP	equitable services (line 6 divided by line 3)	
	A PNP equita	able services reservation (line 7 times line 2	)
For TEA Use Only: Adjustments on this page have been confirmed w	th	by of TEA by phone / fax / email or	۱

RFA/SAS #	701-21-102	2021-2022 Nita M. Lowey 21st CCLC Cycle 11, Year 1	Page 13 of 15

|--|--|

#### 12. Request for Grant Funds

List all of the allowable grant-related activities for which you are requesting grant funds. Include the amounts budgeted for each activity. Group similar activities and costs together under the appropriate heading. During negotiation, you will be required to budget your planned expenditures on a separate attachment provided by TEA.

#### **Payroll Costs**

1.		
2.		
3.		
4.		
5.		
Pro	fessional and Contracted Services	

0.	

#### **Supplies and Materials**

11.	
12.	
13.	
14.	

#### **Other Operating Costs**

15.	
16.	
17.	
C - 10	

### Capital Outlay

18.	
19.	
20.	

Direct and indirect administrative costs:

#### TOTAL GRANT AWARD REQUESTED:

Fo	r TEA Use C	Dnly:				
Ad	justments on	n this page have	been confirmed with	by	of TEA by phone / fax / email	on
RFA/SAS # 701-21-102 2021-2				2022 Nita M. Lowey 21s	t CCLC Cycle 11, Year 1	Page 14 of 15

CDN	
-----	--

#### 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 either (source), 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 Bein	g Negotiated	or Amended	Negotiated	Change or A	mendment	
						]
[						
Г		1				
For TEA Use C	<b>)niy:</b> Lithis page have b	peen confirmed with		_ by	of TEA by phone / fax / email on _	
						·
RFA/SAS #	701-21-102	202	1-2022 NITA N	. Lowey 21st	CCLC Cycle 11, Year 1	Page 15 of 15



# 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

Application stamp-in date and time
, including competitive grant and amendments as follows:
etitivegrants@tea.texas.gov
Title IV, Part B (20 U.S.C. 7171-7176)
The IV, Fail D (20 0.0.0. 1111-1110)
2

Required attachments: Refer to the program guidelines for a description of any required attachments.									
<b>Amendment Number</b>									
Amendment number (For	amendments only;	; enter N/	A when	completing this	s form to a	pply for	grant funds):		
1. Applicant Informati	on								
Name of organization Ha	arris County Cultura	al Arts Co	ouncil (H	ICCAC)					
Campus name Rhodes S	School		01861	Vendor ID		ESC	DUNS 83-3666691		
Address 13334 Wallisville	Rd.		City F	louston	ZIP 77	049	Phone 832-356-4378		
Primary Contact Barbara Gaston			info@H	arrisCountyCA	Phone 832-356-4378				

## 2. Certification and Incorporation

Secondary Contact Joesette Simeon

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.

Email info@HarrisCountyCAC.org

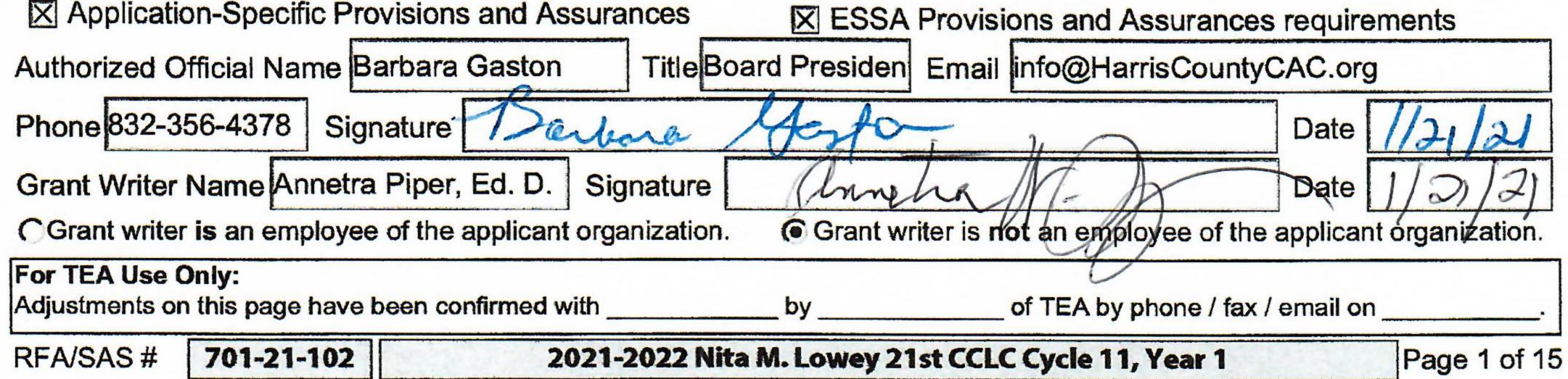
I further certify my acceptance of the requirements conveyed in the following portions of the grant application, as applicable, and that these documents are incorporated by reference as part of the grant application and Notice of Grant Award (NOGA):

X Grant application, guidelines, and instructions

**X** General Provisions and Assurances

**X** Debarment and Suspension Certification **X** Lobbying Certification

Phone 281-865-1790



## **Center Operations Schedule**

County-o	district number	or vendor ID: N/A				
		Part 2: Center Overviev				
		licants must enter information on each of the propose ow is the same as that used in the Center Operation			ensure that the	e center number
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	101861103	The Rhodes School Southeast, 1215 Pecan St. Channelview, Texas 77530, Phone: 281-864-7015	0	Pre-K to 5	125	35
2	101861104	The Rhodes School Northwest, 13334 Wallisville Rd, Houston, Texas 77049, Phone: 281-459-9797	0	K to 5	75	30
3	101861105	The Rhodes School Humble, 600 Charles St., Humble, Texas 77338, Phone: 281-319-9300	0	Pre-K to 8	150	35
4						
5						
6						
7						
8						
9						
10						

Ce	enter Ope		「exas s Sche	-	one p	er co	enter)			ogram 2021-20			
(Part 3) A	- pplicant will e	nter inforr	nation for	r the app	roved Ce	nter.	- Center infor	mation	should be	e entered ii	n the san	ne	
	ncluded in the	e approved	d applicat	tion.									
Center 1	9 Digit campus ID #	Name o	f Center/F	eeder So	:hool, Phy ZIP	/sical /	Address, Cit		Grade .evels Served	Proposed "Regular" Student Target	Paren Gua	oosed t/Legal rdian rget	
Center	101861103		es School S one: 281-86		1215 Pecan	St. Cha	annelview, Tex	as Pre	e-K to 5	125	3	35	
Feeder													
Feeder													
Program	Sta	rt Date (	MM/DD/Y	(Y):	End Date	(MM/DI	D/YY):	Tot	al Week	5			
Summer Term Jump Start (Must be approved in NOGA)			e										
Fall Term			Sep	tember 7	, 2021		December	10, 202	1		14		
Spring Te		uary 10, 2			May 20, 20	22			18				
Summer 7	Summer Term						July 8, 202	2			5		
Total num	ber of weeks									37			
					Center S	Sched	ule						
Day of the Week	e	Fall T	erm			Spr	ing Term			Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AN En		PM End	AM Start	AM End	PM Start	PM End	
Monday			3:00	6:00			3:00	6:00	8:00			1:00	
Tuesday			3:00	6:00			3:00	6:00	8:00			1:00	
Wednesd	ау		3:00	6:00			3:00	6:00	8:00			1:00	
Thursday			3:00	6:00			3:00	6:00	8:00			1:00	
Friday			3:00	6:00			3:00	6:00					
Saturday													
Sunday	45				45								
Total Hou Per Week					15				20				
Adjunct S applicabl and full a	e (site name												
SpecialSpring BSchedulesSpring B(i.e., Jump Start, RemoteInstruction, SaturdayInstruction, SaturdayEvents, Field Trips)			ig Break -	– No pro	gram								
Parent/Le Activities	ption to c acy /enga h while t ving class scores, Y nt classes n-person	hoose fro gement i he progr ses: com cour Chil s will also . A Pare	om a roste n their ch ram is op outer tech d's Succ o be provi ent Resou	er of c nild(rer pen. P nnolog reed ir ided ir urce C	us: open dai lasses focus o)'s educatio arents also y, resume w o School, G o multiple for calendar will school news	ed on s n. Class have a riting, g ED, cu mats in be dev	elf-devel s will be n opport ardening linary art cluding c	opment / ir offered at I unity to pa , parenting s, and exo online, self-	ncreased east twic articipate , underst ercise, c paced tu	parent e each in the anding lasses. torials,			

Ce	enter Ope		exas / s Sche	-	one p	er c	ente	er)		Program Year 2021-2022					
(Part 3) G	rantee will er	ter informa	ation for i	he appro	ved Cen	ter. (	Cente	r inform	ation s	hould be	entered in	the same	ə order		
as include Center 2	ed in the appr 9 Digit campus ID #	oved appli Name of	<u>cation.</u> Center/Fe	eder Scl	hool, Phys	sical /	Addre	ess, City,	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Paren	oosed t/Legal rdian rget		
Center	101861104	The Rhod Texas 770			st, 13334 \ 9-9797	Vallis	ville R	Rd, Houst	on,	K to 5	75	30			
Feeder															
Feeder Program	Operations		Sta	rt Date (	MM/DD/Y	Υ):	En	d Date	(MM/D	D/YY):	Tota	al Weeks	<u> </u>		
- Summer 1	· Ferm Jump S <sup>i</sup>	tart (Must be				•									
approved in Fall Term	NOGA)	September 7, 2021 December 10								2021 14					
Spring Te				iary 10, 2			,	/ 20, 202			18				
Summer TermJune 6, 2022July 8, 2022Total number of weeks:											5 37				
				_	Center S	cheo	dule	_	_	_					
Day of th Week	e	Fall T	erm			Sp	ring	Term			Summe	r Term			
	AM Start	AM End	PM Start	PM End	AM Start	Start End Start E			PM End	AM Start	AM End	PM Start	PM End		
Monday			3:00	6:00				3:00	6:00	8:00			1:00		
Tuesday			3:00	6:00				3:00	6:00	8:00			1:00		
Wednesd	ау		3:00	6:00				3:00	6:00	8:00			1:00		
Thursday			3:00	6:00				3:00	6:00	8:00			1:00		
Friday			3:00	6:00				3:00	6:00						
Saturday													-		
Sunday															
Total Hou Per Week					15					20					
and full a	e (site name														
Special Schedule (i.e., Jump Instruction, Events, Fie	Start, Remote Saturday	Sprin	g Break -	- No pro	gram										
Parent/Le Activities	gal Guardia	ian Parent resource center on each campus: open daily 9:00 a.m. to 6:00 p.m.; Parents will have the option to choose from a roster of classes focused on self-development / increased parent efficacy /engagement in their child(ren)'s education. Class will be offered at least twice each month while the program is open. Parents also have an opportunity to participate in the following classes: computer technology, resume writing, gardening, parenting, understanding test scores, Your Child's Succeed in School, GED, culinary arts, and exercise, classes. Parent classes will also be provided in multiple formats including online, self-paced tutorials, and in-person. A Parent Resource Calendar will be developed and posted in each Parent Resource Center, online, and via the school newsletter.													

Ce	enter Ope		exas / Sche	-	(one per center)					Program Year 2021-2022					
	rantee will er				• •				ation s	hould be			e order		
as include Center 3	ed in the appr 9 Digit campus ID #	oved applie Name of	<u>cation.</u> Center/Fe	eder Scl	hool, Phys	sical <i>i</i>	Addres	s, City,	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Paren	osed t/Legal rdian ·get		
Center	101861105	The Rhod 77338, Ph				es St	., Humb	ole, Texa	as	Pre-K to 8	150	35			
Feeder															
Feeder															
Program	Operations		Sta	rt Date (	MM/DD/Y	Y):	End	Date	(MM/D	D/YY):	Tota	al Weeks	5		
approved in	ummer Term Jump Start (Must be proved in NOGA)														
Fall Term			Sept	ember 7	, 2021		Dece	mber 1	10, 202	21	14				
Spring Te	rm		Janu	ary 10, 2	2022		May 2	20, 202	22		18				
Summer	Ferm		June	6, 2022			July 8	3, 2022	2		5				
Total num	ber of weeks	:		,			,	,			37				
				_	Center S	Sched	dule	_	_	_					
Day of th Week	e	Fall T	erm			Sp	ring Te	erm			Summe	r Term			
	AM Start	AM End	PM Start	PM End	AM Start	Al Er		PM Start	PM End	AM Start	AM End	PM Start	PM End		
Monday			3:00	6:00				:00	6:00	8:00			1:00		
Tuesday			3:00	6:00				:00	6:00	8:00			1:00		
Wednesd	ay		3:00 3:00	6:00 6:00				:00	6:00 6:00	8:00 8:00			1:00		
Thursday Friday			3:00	6:00				:00	6:00	0.00			1:00		
Saturday			3.00	0.00			3	.00	0.00						
Sunday															
Total Hou Per Week					15	I				20					
Adjunct S	Sites, If e (site name				1										
Schedule	Start, Remote Saturday		g Break -												
Parent/Le Activities	egal Guardia														

		Te	exas /	ACE				P	Program Year			
Ce	nter Opera	tions	Sche	dule (	one pe	er cer	nter)			2021-20	22	
	rantee will enter			he appro	oved Cen	ter. Cer	nter inform	ation s	should be	entered in t	the same	order
Center 4	<u>d in the approve</u> 9 Digit campus ID #			r/Feeder	School, P ZIP	hysical /	Address, C	ity,	Grade Levels Served	Proposed "Regular" Student Target	Prop Parent Guar Tar	/Legal dian
Center												
Feeder												
Feeder												
Program	Operations		Star	t Date (	MM/DD/Y	Y): E	End Date (	MM/D	D/YY):	Tota	l Weeks	;
Summer T approved in Fall Term	erm Jump Start	(Must be										
Spring Ter	m											
Summer T	erm											
Total num	ber of weeks:											
					Center S	chedule	9					
Day of the Week	•	Fall Te	rm		Spring Term					Summer	Term	
	AM Start	AM End	PM Start	PM End				PM End	AM Start	AM End	PM Start	PM End
Monday												
Tuesday												
Wednesda	ау											
Thursday Friday												
Saturday												
Sunday												
Total Hou Per Week		ľ										
Adjunct S applicable and full a	e (site name											
Special Schedule (i.e., Jump Instruction, Events, Fie	Start, Remote Saturday	ay										
Parent/Le Activities	gal Guardian											

		Т	exas /	ACE					Ρ	rogram	Year		
Ce	nter Ope	rations	s Sche	dule (	(one p	er cer	nter)			2021-20	22		
	rantee will en d in the appro			he appro	oved Cen	ter. Cen	nter inform	ation	should be	entered in a	the same	order	
Center 5	9 Digit campus ID #	Name of	Center/Fe	eder Scl	hool, Phys	sical Add	lress, City,	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Prop Parent Guar Tar	/Legal dian	
Center													
Feeder													
Feeder													
Program	Operations		Star	t Date (	MM/DD/Y	'Y): E	End Date (	(MM/C	DD/YY):	Tota	l Weeks	;	
Summer T approved in Fall Term	erm Jump St NOGA)	art (Must be	Must be										
Spring Ter													
Summer T	erm												
Total num	ber of weeks:	:											
					Center S	Schedule	Э						
Day of the Week	9	Fall T	erm			Spring	g Term			Summer	Term		
	AM Start	AM End	PM Start	PM End	AM Start					AM End	PM Start	PM End	
Monday													
Tuesday													
Wednesda	ау												
Thursday													
Friday													
Saturday Sunday							+						
Sunday Total Hou Per Week													
Adjunct S	lites, If e (site name				1								
Special Schedule (i.e., Jump Instruction, Events, Fie	Start, Remote Saturday												
Parent/Le Activities	gal Guardia	n											

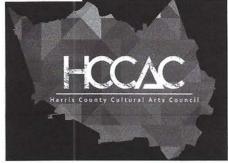
		Т	exas /	ACE					Ρ	rogram	Year		
Ce	nter Ope	rations	s Sche	dule (	(one p	er cer	nter)			2021-20	22		
	rantee will en			he appro	oved Cen	ter. Cei	nter inform	ation	should be	entered in a	the same	e order	
Center 6	<u>d in the appro</u> 9 Digit campus ID #	Name of	Center/Fe	eder Scl	hool, Phys	sical Ado	dress, City,	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Prop Parent Guar Tar	/Legal dian	
Center													
Feeder													
Feeder													
Program	Operations		Star	t Date (	MM/DD/Y	' <b>Y):</b>	End Date (	(MM/C	DD/YY):	Tota	al Weeks		
Summer T approved in Fall Term	erm Jump St NOGA)	art (Must b	rt (Must be										
Spring Ter	m												
Summer T	erm												
Total num	ber of weeks:	:											
					Center S	Schedul	e						
Day of the Week	9	Fall T	erm			Sprin	g Term			Summer	Term		
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End		AM End	PM Start	PM End	
Monday													
Tuesday													
Wednesda	ау												
Thursday													
Friday Saturday													
Sunday													
Total Hou Per Week													
Adjunct S	ites, If e (site name												
Special Schedules (i.e., Jump Instruction, Events, Fie	Start, Remote Saturday	Remote day											
Parent/Le Activities	gal Guardiaı	n											

		Т	exas /	ACE					Ρ	rogram	Year		
Ce	nter Ope	rations	s Sche	dule (	(one p	er cer	iter)			2021-20	22		
	rantee will en d in the appro			he appro	oved Cen	ter. Cen	ter inform	ation s	should be	entered in t	the same	order	
Center 7	9 Digit campus ID #	Name of	Center/Fe	eder Scl	hool, Phys	sical Add	lress, City,	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Prop Parent Guar Tar	/Legal dian	
Center													
Feeder													
Feeder													
Program	Operations		Star	t Date (	MM/DD/Y	Υ): E	End Date (	MM/C	D/YY):	Tota	l Weeks	5	
Summer T approved in Fall Term	erm Jump St NOGA)	art (Must be	Must be										
Spring Te													
Summer T	erm												
Total num	ber of weeks:	:											
					Center S	Schedule	9						
Day of the Week	9	Fall T	erm			Spring	g Term			Summer	Term		
	AM Start	AM End	PM Start	PM End	AM Start					AM End	PM Start	PM End	
Monday													
Tuesday													
Wednesda	ау												
Thursday													
Friday													
Saturday													
Sunday Total Hou Per Week													
Adjunct S	lites, If e (site name				1				<u> </u>				
Special Schedule (i.e., Jump Instruction, Events, Fie	Start, Remote Saturday												
Parent/Le Activities	gal Guardiai	n											

		Т	exas /	ACE					Ρ	rogram	Year		
Ce	nter Ope	rations	s Sche	dule (	(one p	er cer	nter)			2021-20	22		
	rantee will en d in the appro			he appro	oved Cen	ter. Cen	nter inform	ation	should be	entered in a	the same	order	
Center 8	9 Digit campus ID #	Name of	Center/Fe	eder Scl	hool, Phys	sical Add	lress, City,	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Prop Parent Guar Tar	/Legal dian	
Center													
Feeder													
Feeder													
Program	Operations		Star	t Date (	MM/DD/Y	'Y): E	End Date (	(MM/C	DD/YY):	Tota	l Weeks	;	
Summer T approved in Fall Term	erm Jump St NOGA)	art (Must be	Must be										
Spring Ter													
Summer T	erm												
Total num	ber of weeks												
					Center S	Schedule	9						
Day of the Week	9	Fall T	erm			Spring	g Term			Summer	Term		
	AM Start	AM End	PM Start	PM End	AM Start					AM End	PM Start	PM End	
Monday													
Tuesday													
Wednesda	ау												
Thursday													
Friday													
Saturday													
Sunday Total Hou													
and full a	lites, If e (site name												
Special Schedule (i.e., Jump Instruction, Events, Fie	Start, Remote Saturday												
Parent/Le Activities	gal Guardia	n											

		Т	exas A	ACE				Ρ	Program Year				
Ce	nter Ope	rations	Sche	dule (	(one p	er cer	nter)			2021-20	22		
	rantee will en			he appro	oved Cen	ter. Cer	nter inform	ation s	should be	entered in t	he same	order	
Center 9	<u>d in the appro</u> 9 Digit campus ID #			eder Scl	hool, Phys	sical Add	Iress, City,	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Prop Parent Guar Tar	/Legal dian	
Center													
Feeder													
Feeder													
Program	Operations		Star	t Date (	MM/DD/Y	Y):   I	End Date (	(MM/C	D/YY):	Tota	l Weeks	5	
Summer T approved in Fall Term		np Start (Must be											
Spring Ter	m												
Summer T	erm												
Total num	ber of weeks	:											
					Center S	chedul	e						
Day of the Week	•	Fall To	erm			Sprin	g Term			Summer	Term		
	AM Start	AM End	PM Start	PM End	AM AM PM PM Start End Start End				AM End	PM Start	PM End		
Monday													
Tuesday													
Wednesda	ау												
Thursday													
Friday Saturday													
Sunday													
Total Hou Per Week													
Adjunct S	ites, If e (site name				1								
Special Schedule (i.e., Jump Instruction, Events, Fie	Start, Remote Saturday	Remote rday											
Parent/Le Activities	gal Guardiai	ns)											

		Т	exas /			Program Year								
Cei	nter Ope	rations	s Sche	dule (	one p	er cer	nter)			2021-20	22			
	antee will en I in the appro			he appro	oved Cen	ter. Cer	nter inform	ation s	should be	entered in t	the same	e order		
Center 10	9 Digit campus ID #	Name of	Center/Fe	eder Scl	hool, Phys	sical Add	Iress, City,	ZIP	Grade Levels Served	Proposed "Regular" Student Target	Prop Parent Guar Tar	/Legal dian		
Center														
Feeder														
Feeder														
Program C				t Date (	MM/DD/Y	Y): I	End Date (	(MM/D	D/YY):	Tota	al Weeks	5		
Summer Te approved in N Fall Term	erm Jump St /OGA)	art (Must be	(Must be											
Spring Terr														
Summer Te	erm													
Total numb	er of weeks	:												
					Center S	chedul	e							
Day of the Week		Fall T	erm			Sprin	g Term			Summer	Term			
	AM Start	AM End	PM Start	PM End				PM End	AM Start	AM End	PM Start	PM End		
Monday														
Tuesday														
Wednesda	У													
Thursday														
Friday														
Saturday Sunday														
Total Hour Per Week:	s													
Adjunct Si	(site name				1									
Special Schedules (i.e., Jump S Instruction, S Events, Field	start, Remote Saturday													
Parent/Lec Activities	jal Guardiai	n												



#### MEMORANDUM OF UNDERSTANDING BETWEEN THE THE RHODES SCHOOL AND HARRIS COUNTY CULTURAL ARTS COUNCIL (HCCAC)

#### I. Background

Harris County Cultural Arts Council (HCCAC) is seeking to obtain a grant from The Texas Education Agency to impement a Nita M. Lowery 21<sup>st</sup> Century Community Learning Center program (21<sup>st</sup> CCLC).

#### **Purpose of Program**

The federal Nita M. Lowey 21st CCLC program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local student standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. Title IV, Part B, specifies that 21st CCLC funds are to be used to provide opportunities for communities to establish or expand activities in community learning centers that do the following:

•\_Provide opportunities for academic enrichment, including providing tutorial services to help students, particularly students who attend low-performing schools, to meet the challenging state academic standards.

• Offer students a broad array of additional services, programs, and activities, such as youth development activities, service learning, nutrition and health education, drug- and violence-prevention programs, counseling programs, arts, music, physical fitness and wellness programs; technology education programs, financial literacy programs, environmental literacy programs, mathematics, science, career and technical programs, internship or apprenticeship programs, and other ties to an in-demand industry sector or occupation for high school students that are designed to reinforce and complement the regular academic program of participating students.

• \_Offer families of students served by community learning centers opportunities for active and meaningful engagement in their children's education, including opportunities for literacy and related educational development.

#### II. Intent of the Parties

This Memorandum of Understanding (MOU) is entered into on this 15th day of January, 2021, between THE RHODES SCHOOL, located at 13334 Wallisville Rd. Houston, TX 77049 (A Charter Schoool District), AND HARRIS COUNTY CULTURAL ARTS COUNCIL (HCCAC or The Council) (located at 13334 Wallisville Rd.-A Houston, TX 77049 (A 501(C)3 Community-Based Organization (CBO)), for the sole purpose of detailing the separate and distinct roles and responsibilities of each organization in regards to the 21<sup>st</sup> Century Community Learning Center Program grant partnership.

#### II. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership between The Rhodes School Charter School District and Harris County Cultural Arts Council to expand the capacity of the organizations to achieve the shared goals of the 21<sup>st</sup> Century Community Learning Center Program. The partnership will increase the scope or quality of services that could be provided by each organization alone and to increase the likelihood of sustainability.

#### III. Objectives

The parties will endeavor to work together to develop and establish policies, procedures, and practices, in active collaboration, to expand the capacity of the organizations to achieve the shared goals and objectives of the 21<sup>st</sup> Century Community Learning Center Program in order to increase the scope and/or quality of services of the program.

#### IV. Independence of Organizations

Each party to this MOU will maintain its own identity.

#### V. Organization Description – The Rhodes School

The Rhodes School is a fine arts magnet school of distinction, serving a majority of students receiving funds under Part A of Title I, that expands the educational choice of families with children in Pre-K through 8th grade while providing increased opportunities for students. The Rhodes School was founded on the principles of Scholarship, Leadership, and Citizenship, with a focus on:

- Science
- Technology
- Engineering
- Art
- Mathematics

The Rhodes School is a TEA-approved charter school district that serves students in grades Pre-K through 8<sup>th</sup> grade with three campuses under its leadership. Students

served at The Rhodes School are high-poverty, low-income students with few opportunities for exposure to cultural activities.

#### VI. Organization Description – Harris County Cultural Arts Council

Harris County Cultural Arts Council is a 501 (c) 3 Community-Based Organization (CBO). It is the first and only organization of its kind in the area whose mission is to strengthen families and improve the quality of life for residents in unincorporated east Harris County through the arts and culture based community engagement. Through the arts, HCCAC seeks to build a stronger, healthier, more connected, and more resilient community.

The Council strives to be a strong, multi-faceted local arts and community advocate with priorities that include

- community place-making
- providing a venue to cultural organizations and professional artists
- · developing and advocating for cultural funding
- enhancing arts education
- providing quality, arts and culture based youth programming to support academic achievement in community schools
- providing services that build capacity and marketing East Harris County as a destination for cultural tourism.

#### Objectives of the HCCAC 21<sup>SI</sup> CCLC Program:

Currently, The Rhodes School students are underachieving in both reading and math:

- The All Grades At Meets Reading data reveals that 34% of Humble Pre-K 8; 32% of NW K - 5; and 51% of Southeast PreK - 5 students met standard on the most recent state assessment;
- The All Grades At Meets Math data reveals that 33% of Humble Pre-K 8; 38% of NW K 5; and 30% of Southeast PreK 5 students met standard.

Based on the belief and understanding that tutoring and educational enrichment programs increase student achievement, HCCAC will create programs that help The Rhodes School students meet the academic performance. Specific goals are outlined below:

- Goal 1: At least 30% of students in Grades 4–8 participating in 21st CCLC programming during the school year and summer will increase in reading/language arts on state assessments by at least 20%.
- Goal 2: At least 30% of students in Grades 4–8 participating in 21st CCLC programming during the school year and summer will increase in mathematics on state assessments by at least 20%.

Goal 3: At least 50% of students in Grades 7–8 attending 21st CCLC programming during the school year and summer with a prior-year unweighted grade point average (GPA) less than 3.0 will increase by 20%

#### VII. Duties and Responsibilities of the Partners

#### If Awarded Funding:

- A. The Council will be the fiscal agent for the 21<sup>st</sup> Century Community Learning Center Program in partnerships with The Rhodes School.
- B. The Rhodes School will share all relevant data with The Council in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards needed to complete all reporting requirements of the grant, as well as, to ensure program success.
- C. The Council and The Rhodes School agree to coopertatively evaluate community needs and resources, including the resources available in the community and at the schools, in order to identify needs of students and their families, throughout the life of the grant.
- D. The Council will provide in-kind use, as an adjunct site for program activities, access to The Cultural Center, a beautiful 20,000 square foot facility that houses an art gallery, a 750-seat performing arts venue, a conference center, and an incubator program that provides various services and supports for other community based organizations.
- E. Transportation of program participants will be provided to and from activities at the Cultural Center by The Rhodes School using grant funds.
- F. All financial records and bank accounts of The Council are to be kept separate from The Rhodes School's financial records and bank accounts. As the fiscal agent, The Council agrees to keep all financial records and bank accounts of The Council separate from all The Rhodes School partnership fundraising events' financial records and bank accounts and shall have a separate bank account or accounting system for the grant funds. The Council shall maintain itself as a separate entity of The Rhodes School and shall not present itself to the public as an entity of The Rhodes School.
- G. All financial records and bank accounts of The Rhodes School are to be kept separate from The Council's financial records and bank accounts. The Rhodes School agrees to keep all financial records and bank accounts of The Rhodes

School separate from all The Council partnership fundraising events' financial records and bank accounts and shall have a separate bank account or accounting system for the grant funds. The Rhodes School shall maintain itself as a separate entity of The Council and shall not present itself to the public as an entity of The Council.

- H. Upon request from the Texas Education Agency (TEA), The Council will produce programmatic and financial reports detailing all income and expenses incurred for the grant. The Council shall include with the financial report, copies of all invoices, receipts, checks, and other supporting documentation of funds and inkind contributions, or in any manner requested by the TEA. The Council is responsible for filing, in a timely manner, all program and fiscal reports required for the TEA.
- I. The Rhodes School shall:
  - Provide classroom space for implementing after school and summer tutorial program.
  - Identify and Recruit The Rhodes School teachers who will provide the academic tutoring to program participants
  - Provide appropriate HCCAC program staff with Access to student achievement data
  - Provide appropriate HCCAC program staff with access to student attendance data
  - Promote and disseminate information about the program within the school community via parent newsletters, the school website, and social media platforms
  - Collaborate with HCCAC to identify and refer eligible students to the program
  - Allow HCCAC staff to participate in CBA and PLC data meetings for purposes of program monitoring and continuous improvement
  - Establish a Parent Resource Center on each campus and make it accessible to HCCAC staff and parents during the school day through the end of the program period each day (6:00 p.m.). The PRC shall be accessible during the regular academic year as well as the summer months when the program is in operation.
  - Provide transportation from the school to home at the end of the program day. Costs for program transportation shall be covered using grant funds.
  - Provide college and workforce readiness experiences in partnership with HCCAC
  - In partnership with HCCAC, provide active and meaningful engagement opportunities for families to participate in their children's education, including opportunities for literacy and related educational development.
  - Provide field experiences in partnership with HCCAC

#### II. HCCAC Shall:

- Provide STEAM enrichment experiences and opportunities for program participants
- Adequately staff the program to ensure adequate student supervision and safety
- Implement the program at identified Rhodes School sites as outlined in the grant (during the school year from 3-6:30 Monday-Friday and for 5 weeks during the summer from 8:00 – 1:00 each day)
- Supervise teachers recruited to provide tutoring for program participants
- Provide the funds to pay Rhodes School teachers who serve as tutors for the program. Teachers shall be paid \$25.00 per hour.
- Verify timesheets for Rhodes School teachers who serve as tutors for the program
- Prepare all marketing materials for the program that will be shared with stakeholders
- Attending at least 3 parent engagement meetings to share information about the program
- Participate in data meetings with Rhodes School teachers and curriculum staff for purposes of ongoing monitoring of student performance and progress towards meeting stated goals.
- Prepare and present quarterly updates to the Rhodes School board of directors regarding the program.

#### VIII. Indemnification

For the purposes of this MOU, indemnification provisions will be mutual in that each party will be responsible for its own negligent acts or omissions.

The indemnification provisions include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party or their agents to this MOU.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Council and The Rhodes School shall cooperate in the defense of such sanctions brought by others with respect to the matters covered in this MOU. Nothing set forth in this MOU shall establish a standard of care for or create any legal rights for any person not a party to this MOU.

Notification under this section should occur by the organization president or the superintendent of schools within two (2) business days after receipt of any claims, administrative or legal actions to the other party via electronic communications.

The indemnity provisions of this MOU shall survive the expiration or earlier termination of the MOU.

#### IX. Mediation Clause

#### NEGOTIATION AND MEDIATION

Any dispute arising out of or relating to this MOU, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:

#### A. NEGOTIATION

Upon written notice of any Dispute, The Council and The Rhodes School shall attempt to resolve it promptly by negotiation between authorized representatives of The Council and The Rhodes School who have the authority to settle the Dispute and this process shall be completed within 30 days (the "Negotiation").

#### B. MEDIATION

If the Dispute has not been resolved by negotiation in accordance with paragraph A, then The Council and The Rhodes School shall proceed to mediation.

The The Council and The Rhodes School will each pay 50% of a mediator's fee if a dispute proceeds to mediation.

#### XI. <u>Severability</u>

In the event, any provision of this MOU shall be found to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the MOU.

The Council shall be in default under this Agreement if The Council loses its tax-exempt status under Section 501(c)(3) or Section 170 (b)(1)(A) of the Internal Revenue Code or fails to deliver a determination letter or ruling issued by the Internal Revenue Service as described in this Agreement.

#### XII. Amendments

This MOU may be amended only in writing and authorized by designated officers of The Council and The Rhodes School.

#### XIII. <u>Termination</u>

Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

#### XIV. Signature

The Council and The Rhodes School, by their authorized officers and representatives have executed this MOU.

### THE RHODES SCHOOL

HARRIS COUNTY CULTURAL ARTS COUNCIL

By: envec

Terrell Hutchinson, M.A.

Title: Interim Superintendent

terbara By:

Barbara A. Gaston

Title: Board President