



Memorandum of Agreement

This Memorandum of Agreement (Agreement) is entered effective August 1, 2024, through July 31, 2025, between the San Elizario Independent School District (SEISD) and the Boys & Girls Clubs of El Paso (BGCEP), collectively "Parties."

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

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

Whereas, BGCEP will serve 395 or more children, with each child completing sixty days or more of attendance. BGCEP will identify and recruit children through coordinated consultation with SEISD leadership, with SEISD staff and coordinate outreach for parents;

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

I. Scope of Work:

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

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

BGCEP will provide services at each of these locations Monday through Friday. The hours of operation will be from 4:05 P.M. – 6:30 P.M. at Sambrano 4:05 P.M. – 7:05 P.M. at Alarcon and Borrego and 4:50 P.M. – 7:50 P.M. at the middle school.

SEISD will provide bussing for children in need of transportation from the sites back to their homes at a cost reimbursable through this grant. Parents will also be made aware of their responsibility to arrange child transportation from program sites.

SEISD agrees to:

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



- Provide grade, attendance, STAAR scores, and discipline information for students enrolled in the 21st CCLC afterschool program required for grant reporting, ensuring data sharing adheres to all FERPA guidelines and applicable law. SEISD will release STAAR scores for the 2023-24 school year.
- Work with BGCEP to align student interventions with SEISD curriculum and academic goals.
- Provide monthly activity reports for SEISD staff providing operational support to the BGCEP staff or program, detailing specific work and time spent on BGCEP program-specific needs or grant requirements.

BGCEP 21st CCLC Staff agree to:

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

BGCEP agrees to obtain from Creative Kids the following:

- Provide fine arts programming that integrates with academics to a total of 75 children, serving each of the four program sites.
- Provide art-based curriculum that will reinforce academic concepts, such as reading, science and math.

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

- Provide a dance program for 40 students using the award-winning National Dance Institute teaching methodology, serving the elementary program sites.
- Align dance-based curriculum with SEISD Social Emotional Learning (SEL) Initiative.

BGCEP further agrees that:

Implementation and operation of this program may not conflict, compete or interfere with any established SEISD program or partnership program. BGCEP shall ensure all program staff, students from UTEP/EPCC, as well as program staff from Creative Kids and Kids Excel El Paso, Inc., shall comply with background check and other requirements pursuant to the Texas Education Code, SEISD Policies, and other applicable law before working on SEISD campuses and must display identification badges at all times. BGCEP shall certify that criminal background search records have been completed and that no employees, program staff, or subcontractors/third parties have been convicted of a felony, or misdemeanor involving moral turpitude, or of any crime involving harm to a child. The criminal background checks must be performed before any new employee, program staff, or subcontractor/third party is permitted to enter SEISD property and at least annually for all such individuals providing services under this



Agreement. BGCEP shall provide SEISD with copies of said criminal background checks within twenty-four (24) hours of written demand. SEISD shall be the final arbiter of what constitutes a location where students are regularly present.

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

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

II. Term and Termination

1. This Agreement will begin on August 1, 2024 and shall continue in full force for the 2024-25 school year through July 31, 2025 subject to any limitation set forth herein, unless terminated in accordance with this section. This Agreement may be extended beyond the original term by mutual Agreement signed by both Parties.
2. Termination:
 - a. Either party may, without penalty, terminate this Agreement at the end of any budget year of such party during the term of the Agreement if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.
 - b. This Agreement may be terminated by mutual written agreement of the Parties upon such terms as agreed.

III. Contractual Relationship

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

IV. Reservation of Rights and Immunity

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

V. General Provisions

1. Disputes: If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.
2. Amendment and Assignment: Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party to the Agreement without the express written consent of the other party. Any attempt to assign without such consent shall be void and shall be deemed a material breach of this Agreement.



3. Entire Agreement: This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussion, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business (entity(s) that is not a party hereto.
4. Notice to Parties: Any notice required by this Agreement shall be given by prepaid first-class certified mail, return receipt requested to:

SEISD at: San Elizario Independent School District
Attn: _____
1050 Chicken Ranch Rd.
San Elizario, TX 79849

BGCEP at: Boys & Girls Clubs of El Paso
Attn: Anthony Tomasheski
801 S. Florence
El Paso, Texas 79901

5. Applicable Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as well as any applicable federal law and policy of SEISD. If any legal action or dispute resolution is necessary to enforce the terms of this Agreement, exclusive venue shall lie in El Paso County, Texas. Further, and for any project that is in whole or in part funded through the Federal government, the applicable program or appropriation statute(s), federal agency regulations, and Circulars of the U.S. Office of Management and Budget shall apply.

6. Indemnification: BGCEP agrees to indemnify, defend, and hold harmless SEISD and its trustees, officers, agents, representatives and employees (collectively, the "Indemnified Parties") from and against, any and all claims, causes of actions, liability, lawsuits, judgments, costs, liens, losses, expenses, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be occasioned or caused by BGCEP's negligent or intentional act, error, or omission, or that of any agent officer, representative, employee, or sub-consultant of BGCEP (collectively "BGCEP Affiliate") while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnified Parties, in instances where such negligence causes personal injury, death, or property damage. In the event BGCEP and/or a BGCEP Affiliate and any Indemnified Party are found jointly liable by a Court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to SEISD, its employees/officials under the Texas Tort Claims Act or other Texas law. BGCEP shall promptly advise SEISD, in writing, of any claim or demand against an Indemnified Party, BGCEP and/or BGCEP Affiliated under this Agreement. The provisions of this Section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7. Binding Effect: This Agreement, and every provision thereof, shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

8. No Waiver: The consent or waiver, express or implied, by a party to a breach of any provision, or the failure, or apparent failure, of either party at any time to require performance by the other of any provision of this Agreement, shall in no way affect the right of such party to require performance of that provision or any other provision of this Agreement.



9. Mutual Negotiation: This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

10. Contract Language: Wherever the context shall require, the singular shall include the plural and the female gender shall include the male, the neuter, and vice versa. This Agreement may be executed in original or facsimile signatures, in multiple counterparts. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

11. Severability: All agreements and covenants contained in this Agreement are severable. Any provision, or part thereof, of this Agreement held by a court of competent jurisdiction to be illegal, invalid, or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be illegal, invalid, or unenforceable. In lieu of any provision so held, there will be added a provision that preserves the intention of the unenforceable provision and complies with the law.

12. Warrant of Capacity to Execute Contract: The person signing this Agreement on behalf of each party warrants that he/she has the authority to do so and to bind their respective party to this Agreement.

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

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

Dr. Jeannie Meza-Chavez, Superintendent
San Elizario Independent School District

Anthony Tomasheski, Chief Executive Officer
Boys & Girls Clubs of El Paso

Date

Date

Approved to form:

_____, SEISD General Counsel