

**YWCA EL PASO  
AND  
CANUTILLO INDEPENDENT SCHOOL DISTRICT**

**PRE-K EARLY LEARNING ACADEMY PROGRAM AGREEMENT  
(YWCA Escobar Early Learning Academy)**

This Pre-K Early Learning Academy Programming Agreement (**Agreement**) is executed between the Canutillo Independent School District (**CISD or District**) and the YWCA El Paso del Norte Region (**YWCA**).

**1. Purpose of the Agreement:**

CISD and YWCA agree to establish a prekindergarten program at a YWCA Pre-K classroom at 115 N. Davis, El Paso, Texas 79907, to be known as the “YWCA Escobar Early Learning Academy” (the “Academy”), on the basis set out in this Agreement. The purpose of this Agreement is to outline the terms on which YWCA and CISD will establish the Academy for children ages 4 and under, expressly including pre-K 3 and pre-K 4 children.

**2. Background:**

CISD’s mission is to optimize their students’ academic, artistic, athletic, and interpersonal skills. CISD’s commitment to quality pre-K educational programing extends that mission beyond the classroom and promotes a culture of opportunities for families, faculty, and staff seeking pre-school care for their children.

The Texas Workforce Commission (“TWC”) and the Texas Education Agency (“TEA”) have developed guidelines for “Pre-Kindergarten Partnerships”, which are collaborations between school districts/charter schools and high-quality child-care programs. Eligible children are dually enrolled in public school pre-k and TWC’s Child Care Services program, most often receiving their pre-k instruction and wraparound care (the hours before and after pre-k instruction) at the child care classroom. The Academy is such a child care classroom, and, therefore, eligible children participating in the Academy’s program must be dually enrolled in both CISD and the Academy.

CISD will not provide qualified teachers under this Agreement. All personnel will be provided by the Academy. CISD will provide a teacher liaison to assist YWCA with the Academy.

**3. Scope and Term of Agreement:**

- a) Scope. CISD and YWCA agree, on the basis set out in this Agreement, to utilize a classroom designated by YWCA at the specified YWCA location for the Academy. Written consent by both parties is required for any permanent change to the location of the Academy. CISD shall be permitted without any rental charge or expense fee to use the Academy to provide students enrolled in the program Pre-K services that primarily benefits Pre-K children enrolled at the Academy on days in which school is in session. Use on non-school days or at additional times shall be approved by the

YWCA in accordance with YWCA Policy.

- b) Term. This Agreement between YWCA and CISD will be effective during the 2025--2026 school year, to begin on August 1, 2025 and end on June 30, 2026.
- c) CISD students will follow the instructional calendar for both CISD and YWCA as it relates to enrolled coursework. Students enrolled in the Academy will attend classes on days outlined in the CISD Instructional Calendar and count for Average Daily Attendance (ADA). Students enrolled in the YWCA PreK and before and after school program will attend on days outlined in the YWCA Calendar and will not count for ADA.
- d) The Parties agree to collaborate on effective methods for monitoring and assessing student progress, ensuring early intervention when necessary. Progress monitoring at YWCA will be conducted at the Beginning of Year, Middle of the Year, and End of Year using the assessment tool CIRCLE and reported to CISD on dates designated by CISD.

#### **4. YWCA will:**

- a) Assure State-licensed daily Early Learning Academy programming is provided at the Academy;
- b) Open operations for the Academy that is capable of sustaining a population of no less than 10 children attending per classroom session and no more than 18 children per classroom session;
- c) Provide at the Academy classroom sessions, 07:40 AM-02:35 PM, during CISD school days;
- d) Collaborate with CISD and organize annual recruitment sessions;
- e) Make related marketing presentations to faculty and parents;
- f) Engage YWCA Program Director(s) and the YWCA Program Administrator(s) in the review of incidents and concerns from CISD Administration and Principals as needed;
- g) Seek quality professional(s) to serve CISD Pre-K students with licensed Early Learning Academy programming that prepares children academically, socially and emotionally to succeed in the next stages of their development;
- h) YWCA commits to providing experienced and qualified teachers or certified employees who contribute to the program's overall excellence as outlined in Texas Education Code §29.167 (b-1), Commissioner's Rule: TAC §102.1003 (d), as revised to reflect changes enacted by House Bill (HB) 2729, 88th Texas Legislature, Regular Session, 2023.
- i) Refer families to YWCA services as appropriate including: workforce development and employment readiness, affordable housing, teen leadership, fitness programs and homeless services;
- j) Designate a YWCA Program Administrator who will meet regularly with each YWCA staff member to provide supervision/guidance and will assure that staff members fulfill their duties and adhere to YWCA and CISD policies and procedures;
- k) Provide school contacts with all information pertaining to the Site Director for the Academy including emergency phone numbers;
- l) Services are contingent upon meeting a minimum enrollment threshold and maintaining program financial sustainability.
- m) CISD & YWCA students are required to meet the CISD attendance requirements for

all PreK courses and the attendance requirements. YWCA will appropriately document student attendance as set forth by CISD and TEA guidelines, according the Texas Student Attendance and Accounting Handbook (SAAH).

**5. CISD will:**

- a) Provide all necessary materials, curriculum and equipment for program site operations;
- b) Verify and notify eligibility of students for the program;
- c) Support co-branded marketing materials on CISD campuses and in the target community;
- d) Post co-branded materials including banners on CISD campuses;
- e) Allow YWCA to include program information in student's enrollment/registration packets;
- f) Produce an interest list to determine site viability;
- g) Facilitate communication with parents at CISD parent events;
- h) Designate a contact person at the Academy who will provide pertinent information about the school such as scheduling, room arrangement and updates as needed;
- i) Inform the YWCA Site Director of any changes in the schedule if the designated classroom cannot be utilized for a temporary period (such as repairs), and provide the YWCA with an alternate classroom(s) at the same location that can accommodate all children in care and meet the Child Care Licensing requirements;
- j) CISD commits to providing a certified Prekindergarten Partnership Supervisor for all YWCA qualified teachers or employees for the prekindergarten program as outlined in Texas Education Code §29.167 (b), Commissioner's Rule: TAC §102.1003 (d), as revised by House Bill (HB) 2729, 88th Texas Legislature, Regular Session, 2023. The Prekindergarten Partnership Supervisor must be certified under Texas Education Code, Chapter 21, Subchapter B.

**6. Program Staff:**

In the performance of this Agreement, it is mutually understood and agreed that YWCA and its employees are at all times acting and performing as independent service providers with, and not as employees, joint ventures, or agents of the District. The District shall neither have nor exercise any control or direction over the specific methods or judgment by which YWCA provides services to students at the Academy or any other YWCA locations or in connection with any YWCA program. This Agreement does not create an employment relationship between YWCA employees and the District. The District shall not be liable in any way for any compensation, wages or expenses of YWCA personnel in connection with providing services to the student's participating in any YWCA program. YWCA personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the YWCA.

Any employees or subcontractors having access to District locations must submit to a

criminal background check as required by Texas law. YWCA shall certify that criminal background search records have been completed and that none of its employees or subcontractors 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 or subcontractor is permitted to enter District property and at least annually for all employees or subcontractors providing services under this Agreement. YWCA shall provide the District with copies of said criminal background checks within twenty-four (24) hours of written demand for same. The District shall be the final arbiter of what constitutes a "location where students are regularly present."

## **7. Student Services**

### **a. Student Services Provided by CISD.**

Except as expressly set forth herein, CISD shall provide student services for all CISD students enrolled at Academy under this Agreement including all school books and teaching materials.

### **b. Student Services Provided by YWCA.**

In addition to on-site resources provided by CISD at the YWCA, students will have access to all YWCA student services and privileges. Upon mutual agreement, YWCA will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in Prekindergarten.

### **c. Codes of Conduct.**

CISD students will adhere to all the requirements of the CISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in YWCA Code of Conduct, YWCA Student Handbook, and the YWCA Board Policies and Procedures. In the event of any inconsistency between the CISD Code of Conduct and the YWCA Code of Conduct, the CISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.

## **8. Funding**

The Parties agree on the following funding considerations:

- YWCA will keep all tuition/enrollment fees they charge for all students.
- YWCA will pay salaries for all qualified/participating YWCA staff
- YWCA will retain all state Child Care Services (CCS) funding
- YWCA will retain 40% of all ADA collected for eligible students
- CISD will pay salaries for teacher Supervisory staff and CISD employees assigned to participate in the program
- CISD will retain 60% of all ADA collected for eligible Prekindergarten students throughout the academic year. ADA funding is received for students who meet

one of the following:

Texas Education Code Statute: TEC §29.153 (b)  
Resources: Student Attendance and Accounting Handbook (SAAH),  
Section 7.2 & 3.5.

## **9. Enrollment**

To be eligible for enrollment in a free prekindergarten class, a child must be at least three years of age on or before September 1 of the current school year (if a 3-year-old program is available) or four years of age on or before September 1 of the current school year and meet at least one of the following eligibility requirements:

- unable to speak and comprehend the English language
- is educationally disadvantaged (eligible to participate in the national school lunch program... guidelines about NSLP eligibility can be found in sections 4 and 6 of the Texas Department of Agriculture's Administrators Reference Manual)
- is homeless, as defined by 42 USC, §11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child
- is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority
- is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty
- is or has ever been in the conservatorship of the Texas Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code §262.201
- is the child of a person eligible for the Star of Texas Award as:
  - a peace officer under Texas Government Code §3106.002
  - a firefighter under Texas Government Code §3106.003
  - an emergency medical first responder under Texas Government Code §3106.004

Eligibility applies to three-year-olds when a three-year-old program is available.

## **10. Indemnity/Liability:**

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or alter any liability arising under the law. CISD and YWCA shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents, and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. CISD shall bear sole responsibility and liability for any claims by its students, arising from acts, omissions, and negligence attributed to

CISD. CISD and YWCA expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law. This Agreement does not create any obligation by one party to indemnify the other. No provision of this Agreement is consent to suit.

**11. Insurance:**

YWCA represents and agrees that it shall provide and maintain the following insurance: general liability with limits of liability of not less than \$1,000,000.00 per occurrence, automobile liability with limits of not less than \$500,000.00 per occurrence, and workers' compensation insurance in compliance with the statutory limits. Upon execution of this Agreement, YWCA shall provide to the District original certificates of insurance indicating proof of any such required insurance. YWCA shall assure that the District will receive written notice at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation or termination of such insurance policies. The District shall be listed as an additional insured on all policies.

**12. FERPA**

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), YWCA hereby designates CISD as an official with a legitimate educational interest in the educational records of the students who participate in the YWCA Program to the extent that access to the records are required by the CISD to carry out the Program; and CISD hereby designates YWCA as a school official with a legitimate educational interest in the educational records of the Students who participate in the Prekindergarten to the extent that access to the records are required by YWCA to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

**13. Amendments:**

This Agreement may be amended in whole or in part by a written amendment signed by both parties.

**14. Termination:**

This Agreement may be terminated in whole or in part by either party giving thirty (30) days written notice to the other party. Such notice shall be sent by certified mail, return receipt requested, to the address of the other party as listed below.

**15. No Third-Party Beneficiary:**

Nothing in this Agreement is intended to or does operate to create any third-party beneficiary rights.

**16. Relationship of the Parties:**

**Notwithstanding the name of the TEA program, nothing contained in this Agreement shall be construed as establishing a legal partnership or joint obligation among the parties hereto.** Each party retains the right to conduct its business as it sees fit.

**17. Funding:**

The Parties agree that each shall be responsible for funding the obligations and work to be performed by that party. This Agreement is specifically contingent on approval by the governing Board of each Party and shall be null and void if such funding is not approved for any term of the Agreement.

Any additional or expanded services falling within the scope of this Agreement, including the costs thereof, which are mutually agreed to by the parties shall be implemented by a written amendment signed by both Parties. Any associated billing and payment process and schedules shall be specified in the authorizing written amendment. Payments will be made semi-annually.

**18. Authority:**

Each party by signing this Agreement represents to the other that they are authorized to act on behalf of their party on matters within the Agreement.

**CISD:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**YWCA:**

Name: Sereka Barlow

Title: Chief Executive Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_