

Moody Early Childhood Center Board of Directors
Regular Board Meeting
Thursday, May 27, 2021 @ 1:00 p.m.
MECC Family Engagement Room, 1110 21st Street, Galveston, TX
and Virtual

Join Zoom Meeting <https://us02web.zoom.us/j/83605027689>

Meeting ID: 836 0502 7689

AGENDA

1. Call to order
2. Introduction and welcome (Betty Massey)
3. Review & Approval of Board Meeting Minutes (John Prochaska)
 - a) April 23, 2021
 - b) Public Comment
4. Committee Reports
 - a) Finance (Angela Brown & John Peavy)
 - i. Review and Approval of April Financial Statements
 - ii. Review of Early Head Start and Head Start MOU
 - iii. 2021-2022 Budget presented at June Board Meeting
 - iv. Next meeting June 11, 2021, 9:30 a.m.*
 - i. Join Zoom Meeting
<https://us02web.zoom.us/j/89135707335>
Meeting ID: 891 3570 7335
 - v. Public Comment
 - b) Governance and Board Development (John Prochaska)
 - i. Conflict of Interest Statement update
 - ii. Board Development
 - i. Review potential candidates for Board positions
 - ii. Approval for proposed candidates if applicable
 - iii. Next meeting June 3, 2021, 1:00 p.m.
 - i. Join Zoom Meeting
<https://us02web.zoom.us/j/84022551667?pwd=bG5lWG4raGp6NFZaO GJKZWdoeXpGUT09>
Meeting ID: 840 2255 1667
Passcode: 849549
 - iv. Public Comment
 - c) Resource Development (Betty Massey)
 - i. "Friends of MECC" update
 - ii. Next Meeting June 11, 2021, 2:00 p.m.*
 - i. Join Zoom Meeting
<https://us02web.zoom.us/j/83388826903?pwd=MmJVV1VQclhRaktpeIVh Ymo3cWQvQT09>
Meeting ID: 833 8882 6903
Passcode: 685642
 - iii. Public Comment

- d) Scholarship (Weez Doherty & Marcus Parker)
 - i. Overview
 - i. Twelve families accessing funding
 - ii. Three family reviewed at May meeting
 - ii. Next Meeting June 11, 2021, 3:00 p.m.*
 - i. Join Zoom Meeting
<https://us02web.zoom.us/j/84643262886?pwd=MHA3WTQ4b3d6ZmxhVzQvRXJlSThldz09>
 Meeting ID: 846 4326 2886
 Passcode: 611125
 - iii. Public Comment
 - e) Government Affairs (Jeri Kinnear, Erica Adams, & Amber Brown)
 - i. Next Meeting TBD
 - ii. Public Comment
 - f) Board of Advisors (Amber Brown)
 - i. Next Meeting TBD
 - ii. Public Comment
5. Executive Director's report (Karin Miller)
 - a) Consideration for approval of MOU
 - i. GISD TOR Summer Program
 - ii. Upbring – Head Start/Early Head Start
 6. Adjourn to Executive Session – The board may recess into Closed Executive Session as permitted by the Texas Open Meeting Act Government Code Sections 551.071-551.090 Sub chapter D and E. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting then the final action, final decision or final vote shall be either:
 - a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
 - b) at a subsequent public meeting of the Board upon notice thereof as the board shall determine
 7. Reconvene from Executive Session and take any action warranted.
 8. Board training scheduled June 25, 2021, 11:00 a.m.
 - a) Virtual
 Join Zoom Meeting
<https://us02web.zoom.us/j/82185142909?pwd=NWZ3SGxEdUxpRU5iNGZiNiswOUVldz09>
 Meeting ID: 821 8514 2909
 Passcode: 608880
 9. Board Meeting scheduled for June 18, 2021, 1:00 p.m.
 - a) Both live and virtual
 Join Zoom Meeting <https://us02web.zoom.us/j/83605027689>
 Meeting ID: 836 0502 7689
 10. Adjourn

***Note change of meeting date**

MEMO

TO: Karin Miller, Executive Director
FROM: John Peavy, Your Part-Time Controller, LLC
DATE: May 19th, 2021
SUBJECT: **April 2021 Financial Report for Moody Early Childhood Center**

Attached please find the financial reporting package for the eight months ended April 31, 2021. It includes:

- Balance Sheets as of April 31, 2021 and April 31, 2020
- Income Statements & Budget Analysis for the eight months ended April 31, 2021 and April 31, 2020
- Statements of Cash Flows for the eight months ended April 31, 2021 and April 31, 2020
- Rolling Forecast for the year ended August 30, 2021

Executive Summary:

GISD Allotment Revenue continued to make up for shortfalls in Tuition Revenue. Lower payroll, food service and transportation expenses resulted in Total Expenses being below budget.

The first PPP Loan was forgiven and the second PPP Loan (also for \$633k) has been received. **The forgiven PPP Loan is treated as revenue (Contributions).**

Year-to-Date Financial Highlights:

- Total Revenue of \$3.6 million is above budgeted levels of \$2.9 million. Revenue would be \$390k below budget if the Moody Contribution was counted as fully received in the budget by April and the PPP Loan was not received and forgiven.
- GISD Allotment Revenue of \$443k exceeded budgeted levels by \$240k and represented almost half of this year's revenues (excluding the Moody Contribution). Tuition Revenue of \$200k was \$256k below expected levels. Federal Child Care Subsidy Revenue (\$117k) was \$49k below budget.
- Total Expenses (\$3.1 million) were slightly under budget of \$3.3 million, primarily due to payroll expenses and food services and transportation costs coming in under budget.
- Cash on hand ended at \$1.8 million. **This includes the \$633k from the second PPP Loan.**

Accounts Receivable Summary:

- Accounts Receivable totaled \$14k at the end of April. This included \$3k due in Tuition, \$21k in payments that had not yet cleared Bill.com and negative \$10k in Allowance for Doubtful Accounts.

If you have any questions or would like to discuss in further detail, please feel free to contact me.

Moody Early Childhood Center
Balance Sheets
As of April 31, 2021 and April 31, 2020

ASSETS	<u>4/31/2021</u>	<u>4/31/2020</u>
Cash - Operating	\$ 366,205	\$ 612,722
Cash - Second PPP Loan	633,100	-
Cash - Professional Development	800	29,126
Cash - Scholarship	100,000	50,636
Cash - Capital	-	-
Cash - Special Projects	-	-
Cash - Money Market	692,111	1,290,083
Accounts Receivable	14,611	137,245
Prepaid Expenses	7,446	8,993
Other Assets	3,270	(11,288)
Total Current Assets	<u>1,817,542</u>	<u>2,117,518</u>
Property and Equipment		
Fixed Assets	1,063,242	1,006,660
Accumulated Depreciation	(426,116)	(255,725)
Total Property and Equipment, Net	<u>637,126</u>	<u>750,935</u>
TOTAL ASSETS	<u>\$ 2,454,669</u>	<u>\$ 2,868,453</u>
 LIABILITIES AND NET ASSETS		
Liabilities		
Current Liabilities		
Accounts Payable and Accrued Expenses	\$ 7,494	\$ 61,838
Payroll Liabilities	245,661	189,526
Line of Credit	287,428	297,995
Refundable Advance	633,100	633,100
Total Current Liabilities	<u>1,173,682</u>	<u>1,182,459</u>
Total Liabilities	<u>1,173,682</u>	<u>1,182,459</u>
 Total Net Assets	 <u>1,280,987</u>	 <u>1,685,994</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 2,454,669</u>	 <u>\$ 2,868,453</u>

Moody Early Childhood Center
Income Statements & Budget Analysis
For the Eight Months Ended April 31, 2021

	ACTUALS		BUDGET COMPARATIVE		PRIOR YEAR COMPARATIVE	
	Current Month	Year-To-Date	Year-to-Date	\$ Variance Favorable/ (Unfavorable)	Year-To-Date	\$ Variance Favorable/ (Unfavorable)
REVENUES						
Tuition	\$ 29,127	\$ 199,933	\$ 456,720	\$ (256,787)	\$ 426,394	\$ (226,461)
Contributions	2,821	87,100	402,000	(314,900)	192,618	(105,518)
Contributions - PPP Loan Forgiven	-	633,100	-	633,100	-	633,100
Contributions - Moody	-	1,966,667	1,468,000	498,667	1,966,667	-
Grants	-	-	-	-	-	-
GISD Allotment	47,678	442,980	200,000	242,980	322,518	120,462
Title Funds	-	-	-	-	36,502	(36,502)
Federal Food Services	1,634	30,147	40,000	(9,853)	35,356	(5,209)
Federal Child Care Subsidy	14,075	117,259	166,667	(49,408)	117,492	(232)
Interest Income	-	1,295	-	1,295	4,352	(3,056)
Federal Head Start Contract	15,700	65,047	128,667	(63,620)	-	65,047
Other Income	17,657	73,031	14,267	58,764	9,369	63,661
TOTAL REVENUES	128,691	3,616,559	2,876,321	740,238	3,111,267	505,291
EXPENSES						
Payroll and Related Expenses	318,153	2,567,099	2,741,451	174,352	2,203,277	(363,822)
Food Services	2,442	25,255	95,333	70,078	57,841	32,586
Transportation	-	33,417	50,667	17,250	44,333	10,917
Family Engagement	-	882	2,000	1,118	2,301	1,419
Occupancy	-	-	-	-	-	-
Professional Development Charges	1,729	2,166	-	(2,166)	58,910	56,743
Board Expenses	592	592	800	208	1,087	495
Contract Services and Professional Fees	10,525	111,141	136,667	25,526	192,774	81,633
Supplies	7,964	59,909	45,333	(14,576)	51,325	(8,584)
Repairs and Maintenance	10,718	46,867	6,667	(40,200)	25,691	(21,176)
COVID-19 Expenses	5,811	44,132	40,000	(4,132)	27,351	(16,781)
Depreciation	19,491	126,989	-	(126,989)	57,404	(69,585)
Insurance	3,590	28,051	26,667	(1,384)	26,864	(1,186)
Fundraising	-	-	-	-	-	-
Interest Expense	1,057	7,427	12,000	4,573	11,585	4,157
Printing and Postage	479	11,513	6,667	(4,846)	6,830	(4,683)
Dues and Subscriptions	1,359	8,406	10,833	2,427	12,273	3,867
Bank Fees	160	2,804	8,667	5,864	10,783	7,979
Utilities	-	22,233	66,167	43,934	42,609	20,376
Travel	-	-	3,333	3,333	5,791	5,791
Information Technology	5,293	6,982	-	(6,982)	3,499	(3,483)
Marketing	569	11,250	8,333	(2,917)	11,745	495
Other Expenses	1,404	10,280	7,667	(2,613)	7,570	(2,710)
TOTAL EXPENSES	391,336	3,127,396	3,269,252	141,856	2,861,843	(265,553)
TOTAL NET INCOME (LOSS)	\$ (262,645)	\$ 489,163	\$ (392,931)	\$ 882,094	\$ 249,425	\$ 239,738

Moody Early Childhood Center**Statements of Cash Flows**

For the Eight Months Ended April 31, 2021 and April 31, 2020

	<u>Year-to-Date</u> <u>4/31/2021</u>	<u>Year-to-Date</u> <u>4/31/2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Total Net Income (Loss)	\$ 489,163	\$ 249,425
Adjustments to Reconcile Total Net Income (Loss) to Net Cash (Used)/Provided by Operating Activities:		
Depreciation	126,989	57,404
Changes in Operating Assets and Liabilities:		
Accounts Receivable	175,001	723,417
Contributions Receivable	-	-
Prepaid	14,222	(7,384)
Accounts Payable and Accrued Expenses	<u>147,970</u>	<u>(4,009)</u>
Net Cash (Used)/Provided by Operating Activities	<u>953,346</u>	<u>1,018,851</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of Fixed Assets	<u>-</u>	<u>(84,041)</u>
Net Cash Provided/(Used) by Investing Activities	<u>-</u>	<u>(84,041)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Refundable Advance	-	633,100
Line of Credit Draw	(8,383)	98,025
Unrestricted Net Assets	<u>0</u>	<u>-</u>
Net Cash Provided/(Used) by Financing Activities	<u>(8,383)</u>	<u>731,125</u>
CHANGE IN CASH [increase/(decrease)]	<u>944,963</u>	<u>1,665,935</u>
Cash, Beginning of Period	<u>847,253</u>	<u>316,633</u>
Cash, End of Period	<u><u>\$ 1,792,216</u></u>	<u><u>\$ 1,982,568</u></u>

**Moody Early Childhood Center
Rolling Forecast - 2020/2021**

	ACTUAL	PROJECTED	PROJECTED	PROJECTED	PROJECTED
	Apr-21	May-21	Jun-21	Jul-21	Aug-21
REVENUES					
Tuition	\$ 29,127	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000
Contributions	2,821	10,000	10,000	10,000	10,000
Contributions - PPP Loan Forgiven	-	-	-	-	-
Contributions - Moody	-	-	-	-	-
Grants	-	-	-	-	-
GISD Allotment	47,678	37,000	37,000	37,000	37,000
Title Funds	-	-	-	-	-
Federal Food Services	1,634	5,000	5,000	-	-
Federal Child Care Subsidy	14,075	15,000	15,000	15,000	15,000
Interest Income	-	-	-	-	-
Federal Head Start Contract	15,700	10,000	10,000	10,000	10,000
Other Income	17,657	1,000	1,000	1,000	1,000
TOTAL REVENUES	128,691	115,000	115,000	110,000	110,000
EXPENSES					
Payroll and Related Expenses	318,153	310,000	310,000	387,500	310,000
Food Services	2,442	8,000	-	-	8,000
Transportation	-	6,500	-	-	6,500
Family Engagement	-	250	250	250	250
Occupancy	-	-	-	-	-
Professional Development Charges	1,729	-	-	-	-
Board Expenses	592	100	100	100	100
Contract Services and Professional Fees	10,525	14,000	14,000	14,000	14,000
Supplies	7,964	6,000	6,000	6,000	6,000
Repairs and Maintenance	10,718	1,500	1,500	1,500	1,500
COVID-19 Expenses	5,811	5,000	5,000	5,000	5,000
Insurance	3,590	3,500	3,500	18,933	3,500
Fundraising	-	-	-	-	-
Interest Expense	1,057	1,500	1,500	1,500	1,500
Printing and Postage	479	800	800	800	800
Dues and Subscriptions	1,359	500	500	500	500
Bank Fees	160	1,000	1,000	1,000	1,000
Utilities	-	4,000	4,000	4,000	4,000
Travel	-	400	400	400	400
Information Technology	5,293	-	-	-	-
Marketing	569	1,000	1,000	1,000	1,000
Other Expenses	1,404	950	950	950	950
TOTAL EXPENSES	371,845	365,000	350,500	443,433	365,000
TOTAL NET INCOME (LOSS)	\$ (243,154)	\$ (250,000)	\$ (235,500)	\$ (333,433)	\$ (255,000)

Moody Early Childhood Center
Rolling Forecast - 2020/2021

	<u>ACTUAL</u>	<u>PROJECTED</u>	<u>PROJECTED</u>	<u>PROJECTED</u>	<u>PROJECTED</u>
	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>	<u>Jul-21</u>	<u>Aug-21</u>
CASH FLOW ADJUSTMENTS:					
Net Income	(243,154)	(250,000)	(235,500)	(333,433)	(255,000)
Change in Receivables	18,871	-	-	-	-
Change in Other Current Assets	1,778	-	-	-	-
Change in Payables	3,715	-	-	-	-
Change in Other Current Liabilities	26,311	-	-	-	-
Purchase of Fixed Assets	-	-	-	-	-
Change in Loans	(1,443)	(1,357)	(1,357)	(1,357)	(1,357)
NET CASH FLOW	(193,922)	(251,357)	(236,857)	(334,790)	(256,357)
Beginning, Checking		366,205	424,847	187,990	145,507
Deposits/(Withdrawals)		(251,357)	(236,857)	(334,790)	(256,357)
Transfer from/(to) Scholarship		-	-	-	50,000
Transfer from/(to) Money Market		310,000	-	292,308	365,385
Ending, Checking	366,205	424,847	187,990	145,507	304,535
Beginning, Money Market		1,325,211	1,015,211	1,015,211	722,903
Transfer from/(to) Checking		(310,000)	-	(292,308)	(365,385)
Ending, Money Market	1,325,211	1,015,211	1,015,211	722,903	357,518
Beginning, Scholarship & Professional Dev.	100,800	100,800	100,800	100,800	100,800
Scholarship Draw		-	-	-	(50,000)
Ending, Scholarship & Professional Dev.	100,800	100,800	100,800	100,800	50,800
Beginning, Total Cash		1,792,216	1,540,858	1,304,001	969,211
Checking Deposits/(Withdrawals)		(251,357)	(236,857)	(334,790)	(256,357)
Scholarship Draw		-	-	-	-
Money Market Transfers		-	-	-	-
Ending, Total Cash	1,792,216	1,540,858	1,304,001	969,211	712,853

Monthly Rolling Forecast

	Budget	Average YTD	Forecast
REVENUES			
Tuition	\$ 57,090	\$ 24,992	\$ 37,000
Contributions	50,250	10,887	10,000
Contributions - Moody	183,500	245,833	-
Grants	-	-	-
GISD Allotment	25,000	55,373	37,000
Title Funds	-	-	-
Federal Food Services	5,000	3,768	5,000
Federal Child Care Subsidy	20,833	14,657	15,000
Interest Income	-	162	-
Federal Head Start Contract	16,083	8,131	10,000
Other Income	1,783	9,129	1,000
TOTAL REVENUES	359,540	372,932	115,000
EXPENSES			
Payroll and Related Expenses	342,681	320,887	310,000
Food Services	11,917	3,157	8,000
Transportation	6,333	4,177	6,500
Family Engagement	250	110	250
Occupancy	-	-	-
Professional Development Charges	-	271	-
Board Expenses	100	74	100
Contract Services and Professional Fees	17,083	13,893	14,000
Supplies	5,667	7,489	6,000
Repairs and Maintenance	833	5,858	1,500
COVID-19 Expenses	5,000	5,516	5,000
Depreciation	-	19,490	19,000
Insurance	3,333	3,506	See schedule 0
Fundraising	-	-	-
Interest Expense	1,500	1,500	1,500
Printing and Postage	833	1,439	800
Dues and Subscriptions	1,354	1,051	500
Bank Fees	1,083	350	1,000
Utilities	8,271	2,779	4,000
Travel	417	-	400
Information Technology	-	873	-
Marketing	1,042	1,406	1,000
Other Expenses	958	1,285	950
TOTAL EXPENSES	408,656	395,112	380,500
TOTAL NET INCOME (LOSS)	\$ (49,116)	\$ (22,180)	\$ (265,500)

**MECC: Executive Director
Board Report
May 27, 2021**

- A. What's New at MECC
 - i. PK Graduation Parade
 - 1. 5/27/21 from 6:30-7:30 p.m.
 - ii. Life Cycles
 - 1. Chrysalis are lining our butterfly garden
 - 2. Eggs will be hatching!
 - iii. McFord's Farm
 - 1. Chickens – Eggs
 - 2. Bunnies – Donation
 - 3. Researching others
 - iv. Dual Language
 - 1. Begin in infant/toddler for 2021-2022 school year
 - 2. PK3 for 2022-2023 and PK4 2023-2024
- B. GISD
 - i. Presentation May 19, 2020
 - ii. Contract
 - 1. Discussion of contract proposal meeting with Duncan Klussmann
 - 2. To both boards in June
- C. Upbring*
 - i. Review of EHS feasibility
 - ii. Review MOU
- D. Enrollment/Recruitment
 - i. Enrollment as of 5/25/21
 - 1. 34 ASC
 - 2. 102 PK
 - 3. 9 virtual PK
 - 4. 90 IT with 10 pending
 - 5. 14 Waiting list
 - ii. Summer Program
 - 1. Full 74 students
 - iii. Recruitment
 - 1. Pk3 Enrollment started 4/5/21
 - Currently 68 students enrolled
 - 2. Pk4 have a separate link
 - Currently 10 students enrolled
 - 3. Juneteenth

Upbring Head Start Moody Early Childhood Center 2021-2022

Service Abstract

Upbring Head Start will provide student services, family support services, technical assistance and professional staff development opportunities to districts as described in this agreement. The delivery of these services as described is contingent upon sufficient funds from the Head Start grant.

Direct student services will be provided to early and pre-kindergarten children who qualify for Early Head Start and Head Start services. Direct student services are available through health/safety, mental wellness, nutrition, disabilities, education, and transportation.

Family support services will be provided to eligible Early Head Start and Head Start families based on need. These services are available through the program governance, family and community partnerships, education, health, safety, mental wellness, disabilities, nutrition and transportation service areas.

Professional staff development and technical assistance services will include, but are not limited to, fulfilling federal requirements for Head Start, and providing on-site technical assistance for Head Start teachers, aides, campus administrators, and other necessary support staff and family services associates.

Professional staff development and technical assistance are available through administrative, education, family and community partnerships, program governance, mental wellness, disabilities, nutrition, health, safety, and transportation service areas.

The partnership with the Moody Early Childhood Center as codified in this agreement is such that the Moody Early Childhood Center is a contractor to Upbring Head Start to carry out the classroom related programmatic responsibilities and requirements set forth by the Office of Head Start.

This agreement will be in effect for the 2021-2022 school year. Subsequent agreements may be negotiated on a yearly basis thereafter should the services agreed upon require amendments.

**UPBRING HEAD START
Moody Early Childhood Center**

This agreement is entered into by and between Upbring Head Start (hereinafter referred to as “Upbring Head Start”) and Moody Early Childhood Center (hereinafter referred to as “Contractor”), both of which may be referred to herein collectively as the “Parties”. The Parties hereto agree to the contract provisions detailed below.

TERM

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on August 1, 2021 and shall remain in effect for a term of one year terminating on July 31, 2022 at which time parties may elect to renew or renegotiate for the following year by April 30th of the expiring year. Financial Agreement(s) term may differ in accordance with grant funding through the Administration for Children and Families – Office of Head Start (ACF-OHS).

PROVISIONS AND ASSURANCES

1. As used in these Provisions and Assurances,

- a. This **Contract**, including each of the referenced documents/provisions listed below in these Provisions and Assurances, constitute the entire agreement between the Parties, whatever its name or form, and supersede all prior and contemporaneous agreements, understandings and negotiations with respect to the subject matter of this Contract .and other attachments and schedule, including, but not limited to Amendment Request, Capital Outlay Request, Budget Summary, and the Final Expenditure Report.
- b. **Additional documents/provisions forming the contract:**
 - i. Roles and Responsibilities of the Contractor
 - ii. Roles and Responsibilities of Upbring Head Start
 - iii. Financial
 - iv. Invoicing Supporting Documentation
 - v. Standards of Conduct
- c. **Contract Project** means the purpose intended to be achieved through the Contract of which these Provisions and Assurances are a part.

2. This Contract is executed by Upbring Head Start and Contractor subject to the availability of funds appropriated by legislative act for the purposes stated. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Contract or any other document, this Contract may be terminated by Upbring Head Start and the Contractor at any time with sixty (60) days advanced written notice. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed for expenditures and/or activities beyond last day of the Contract term, provided that reimbursements will be paid after the Contract term for those expenditures and/or activities occurring prior to such expiration. This Contract may be extended or otherwise amended only through formal written amendment properly executed by authorized representatives for both Upbring Head Start and Contractor. No other agreement, written or oral, purporting to alter or amend this Contract shall be valid.
3. Contractor shall not assign or subcontract any of its rights or responsibilities under this Contract, except as may be otherwise provided for in this Contract, without prior formal written amendment of this Contract properly executed by both Upbring Head Start and Contractor.
4. All encumbrances, accounts payable, and expenditures shall occur between the beginning and ending dates of this Contract. If terminated early, such encumbrances, accounts payable and expenditures shall not exceed beyond the last day of service, provided that reimbursements will occur for those matters occurring prior to the end of the Contract term. All goods must have been received and all services rendered during the Contract period in order for the Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
5. Contractor agrees that this is a cost reimbursement Contract and that Upbring Head Start's liability hereunder is limited in making reimbursements for allowable costs incurred as a direct result of services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs, which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in this Contract, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the items described in this Contract.
6. Contractor shall maintain its records and accounts in a manner, which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by Upbring Head Start and by others authorized by law or regulation to make such an audit, for a period of not less than five (5) years from the latter or from the date of completion of the Contract Project, or the date of the receipt by Upbring Head Start of Contractor's final claim for payment, or the date of the final expenditure report in connection with this Contract or, if an audit has announced, the records shall be retained until

such audit has been completed. Contractor will furnish Upbring Head Start a copy of the annual audited financial report for the period covering this grant, subject to any applicable laws or Contractor policies.

7. If this Contract is canceled, terminated or suspended by Upbring Head Start prior to its expiration date, the monetary value of services properly performed by Contractor pursuant to this Contract shall be determined by Upbring Head Start and paid to Contractor in accordance with the Texas Prompt Payment Act. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed beyond last day of service as stated above, provided that for those reimbursements accrued during the term of this Contract will be paid beyond the term of this Contract if not previously paid.
8. If it is determined that Upbring Head Start is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the undisputed money due to Upbring Head Start within 30 days of Contractor's receipt of written notice that such money is due to Upbring Head Start. If Contractor fails to make timely payment of undisputed funds, Upbring Head Start may pursue any remedies available under Texas and Federal law.
9. In the event of loss, damage or destruction of any property, excluding normal wear and tear or attributable to an event of Force Majeure, owned by Upbring Head Start while in the custody or control of Contractor, its employees, agents, consultants or subcontractors, whether the property is developed or purchased by Contractor pursuant to this Contract utilizing Head Start funds or is provided by Upbring Head Start to Contractor for use in the Contract Project, Contractor shall pay to Upbring Head Start the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of Upbring Head Start's determination of the amount due. If Contractor fails to make timely payment, Upbring Head Start may obtain such money from Contractor by any means permitted by law.
10. The terms, conditions, and assurances that are stated in the Head Start funding application request, in response to which Upbring Head Start submitted this application, are incorporated herein by reference for all purposes.
11. Federal regulations that apply to the Contract and/or Grant.
 - Local Education Agency (LEA): 45 CFR Part 74, and OMB Circulars A-87 and A-128;
 - U.S. Department of Health and Human Services Office of Human Development Services Discretionary Grants Administration Manual.
 - Performance Standards for the operation of the Head Start Program Performance Standards as they are stated in 45 CFR Chapter XIII, September 2016.
12. For federally funded projects and for those personnel whose salaries are prorated between or among different funding sources, Time and Effort records will be maintained by the

Contractor that will confirm the services provided within each funding source. Contractor will utilize Time and Effort records for completion of Semi-Annual Certification to be submitted to Upbring Head Start, no less than Semi-Annually. Contractor will maintain 50% Head Start enrollment. If Head Start enrollment drops below 50%, the Contractor's pay allocation will be adjusted in accordance with daily attendance as submitted into data system. The Contractor must adjust payroll records and expenditures based on this documentation.

13. If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, for recording and insurance purposes, title remains in the name of the Contractor. However, if Contractor is provided Head Start funds, Contractor acknowledges Upbring Head Start retains federal interest in such property to the extent required by law and, to the extent required by law, such property cannot be disposed of without prior approval from Upbring Head Start and federal Head Start authorities. Upbring Head Start reserves the right to exercise any remedy provided by applicable laws and regulations. This provision applies to all federal interest furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record.
14. Notwithstanding any other provision of this Contract, Contractor shall not use or pay any consultant in the conduct of this Contract Project if the services to be rendered by any such consultant can be provided by Contractor's employees. Contractor must obtain approval from Upbring Head Start prior to use of a sub-contracted consultant.
15. Contractor shall submit by email to Donna.Morrison@Upbring.org expenditure reports and invoices by the 10th of each month, along with Invoice Supporting Documentation. Documentation will be reconciled with daily attendance as submitted into data system. Upbring Head Start agrees to a reimbursement term of 30 days.
16. Contractor agrees to make its records pertaining to this grant available to Upbring Head Start or its agent at a mutually agreeable time upon request by Upbring Head Start for review to determine compliance with the grant requirements. When requested, contractor will furnish Upbring Head Start a copy of its annual audited Financial Report for the period covering this grant, subject to applicable laws and Contractor policy.
17. Applicable to programs funded under the Elementary and Secondary Education Act, as amended: The Contractor assures it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings a firearm to school as defined by 20 U.S.C. Section 7151, subject to applicable terms and exceptions as provided in Section 37.007. In addition, the applicant certifies that the Contractor has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school [P.L. 103-385, Section 14602(a)].
18. Costs and third-party non-federal share contribution counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of Upbring Head Start or cost type contractor. These records will include how the value placed on third-party in-kind

contributions were derived. For personnel costs, documentation regarding how the organization supports the allocation of regular personnel costs, 45 CFR-Part 92.24 must be maintained and available upon request. Note: any personnel cost must be supported with time and effort documentation, OMB Circular A-87.

19. Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirement stated in 45 CFR-92.32.
20. Contractor shall fully comply with the property and equipment requirements of 45 CFR Part 74, including but not limited to Sections 74.30 through 74.37, and 74.45.
 - a. Insurance Coverage
 - b. Real Property
 - c. Federally-owned and exempt property
 - d. Equipment
 - e. Supplies
 - f. Intangible property
 - g. Property trust relationship
21. Contractor shall seek and obtain Upbring Head Start's prior written approval, such approval shall not be unreasonably withheld, before implementing any proposed expenditure which, in accordance with applicable federal rules and policies would require prior approval be obtained from the U.S. Department of Health and Human Services (HHS).
22. Contractor certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program. Contractor shall provide prompt written notice to Upbring Head Start, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.
23. In an effort to hear and resolve concerns or complaints in a timely manner and at the lowest administrative level possible, Upbring Head Start and Contractor will utilize program implementation POCs to resolve any grievance issue. When grievances cannot be resolved at this level, they will be escalated to each respective parties' chain of command and contract negotiation POCs for further action. When grievances still cannot be resolved at these levels, it may become necessary to involve the Contractor's School Board and/or Upbring Head Start Executive Board.

24. Contractor agrees to provide certified teachers and qualified teacher assistants in accordance with Contractor's policies and procedures. Contractor will be responsible for hiring and termination of its employees according to their legal procedures and obligations. In the event that an alleged incident occurs, in which it is purported that a teacher, assistant or other employee of the Contractor is involved in an incident affecting health, safety, abuse and/or neglect to a Head Start Child, Contractor agrees to notify Upbring Head Start to the extent permitted by law and Contractor policy, suspend teacher/aide (when appropriate as determined by the Contractor at its reasonable discretion), conduct an investigation (inclusive of Upbring Head Start leadership to the extent appropriate as determined by the Contractor's reasonable discretion and as permitted by law and Contractor policies) and follow all internal policies, procedures and legal requirements of the Contractor in addition to permissible reporting requirements of Upbring Head Start and the Office of Head Start. Contactor agrees to share investigation results and subsequent outcomes with Upbring Head Start and to apply Upbring Head Start and/or Office of Head Start recommendations or suggestions regarding reinstatement of the employee back with Head Start Children to the extent permitted by law and the Contractor's policies and to the extent the Contractor determines appropriate.
25. Contractor agrees to collaborate and participate in the Upbring Head Start Head Start Program. Contractor certifies that the person signing this contract has been properly delegated this authority.
26. Any and all information, including personally identifiable information concerning a student exchanged between Contractor and Upbring Head Start, will be considered to be confidential. Sharing of any confidential information between the parties to this agreement does not serve to waive or affect the confidential nature of the information for purposes of state or federal law. The Parties agree that they will maintain the confidentiality of information they generate, maintain or exchange related to the Head Start Program and its students to the extent permitted by law.

GENERAL PROVISIONS

1. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor to create any legal rights or claim on behalf of any third party. District does not waive, modify, or alter, to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.
2. Pursuant to Texas Government Code, Chapter 2270, as amended, if Consultant is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Consultant represents and warrants to the Owner that the Consultant does not

boycott Israel and will not boycott Israel during the term of this Agreement.

Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Client does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue.

3. Upbring Head Start acknowledges that Contractor has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including the Family Educational Rights and Privacy Act (FERPA) and the IDEA. Upbring Head Start will be receiving student information in compliance with the requirements and exceptions outlined in FERPA and IDEA and acknowledges that it must comply with said laws and regulations and safeguard student information. Upbring Head Start shall be considered a school official under FERPA for such purposes to the extent necessary to carry out the terms of this Contract. Upbring Head Start may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Upbring Head Start must destroy any student information received from Contractor in accordance with applicable legal requirements when the information is no longer needed for the purposes listed in the Agreement.
4. Upbring Head Start represents and warrants that prior to entering this Contract, Upbring Head Start has submitted to the District a Certificate of Interested Parties, as applicable, in accordance with Section 2252.908 of the Texas Government Code.
5. Approvals or Consents. Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.
6. Governing Law. The laws of the State of Texas shall govern this Agreement and venue for any dispute hereunder is agreed to be Galveston County, Texas.
7. Entire Agreement. This Agreement, together with its authorizing exhibits, constitute the final and entire agreement between the parties hereto and contain all the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto and duly executed by the parties.
8. Any notice required or permitted under this Contract shall be deemed sufficiently given or served if sent by E-mail or by United States certified mail, return receipt requested, addressed as follows:

Upbring Head Start:

Moody Early Childhood Center:

Dr. Andrew Benscoter
Chief Education & Growth Officer
8305 Cross Park Dr.
Austin, Texas 78754
Andrew.Benscoter@upbring.org

Karin Miller
1110 21st Street
Galveston, TX 77550
Karin@moodychildhoodcenter.org

Upbring Head Start and Contractor shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

ROLES & RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall operate the Head Start Program according to the local program guidelines, Head Start Act (42USC9801 et. sq.) and Head Start Performance Standards and other Administration for Children & Families (ACF) regulations as codified within Chapter 45 of the Code of Federal Regulations (CFR) Parts 1301 - 1305, and, to the extent consistent with applicable laws, regulations and Contractor policies, will follow Upbring Head Start protocols delineating the methodology for implementation of said standards including, but not limited to the following:

1. Adhere to all Upbring Head Start Policies, Procedures, and monitor based off these policies and procedures. Upbring Head Start will provide updates via email as changes occur. Policies, Procedures and Protocols will be updated and/or added throughout the school year, as necessary and in compliance with the Office of Head Start. 1302.100
2. Provide written documentation to Upbring Head Start as needed and as requested, to fulfill fiscal and programmatic requirements. (Part 1303)
3. Track district non-federal share in-kind to the Head Start Program and report a minimum of \$390,000 for the current funding year. (Part 1303.4)
4. Mandate that all staff members who work with Head Start children are required to be familiar with state and local laws and regulations regarding prevention, identification and reporting of child abuse or neglect and are legally obligated to report suspected child abuse or neglect to the appropriate state agency. Notify Upbring Head Start and permit the appropriate Upbring Head Start staff to assist and follow up, on site, with child abuse and neglect reports and documentation, subject to applicable laws, regulations and Contractor policies and as determined appropriate by the Contractor. Upon request, Upbring Head Start will be provided with documentation of Contractor child abuse training to ensure compliance. 1302.92(b)(2)
5. Contractor will use a curriculum that is scientifically valid, research based, and aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five. 1302.32

6. Require Head Start teachers to complete a Social Emotional and Early Development screener within 45 calendar days of child entering Head Start program, in all Head Start classrooms and provide supporting documents to the Upbring Head Start Education Coach rescreens will be administered between the 20th and 45th day of the child's first day of school. 1302.33(a)(1)
7. Require teachers to conduct at least two home visits for each family, per school year, if doing so would be consistent with orders issued by the state and local authorities related to the global COVID-19 pandemic and would not compromise the health and safety of the teachers and family. When feasible, one home visit should be completed prior to the start of the school year in an effort to engage the parents in the child's learning and development. All Contractor teachers will be accompanied by a family advocate or a designated Upbring Head Start employee at every required home visit. Teachers will be required to make prior arrangements with the family advocate with at least 30 days' notice. If necessary, this visit must take place at another safe location that affords privacy at the parent's request, or if the visit at the home presents significant safety hazards for staff. First home visit will be conducted before the child's first day of school but no later than 30 days from the child's first day. Second home visit will be completed by end of May to discuss third End of Year Progress Monitoring Assessment results. Teachers hold parent/teacher conferences, as needed, but no less than 2 times per program year, to enhance the knowledge and understanding of both staff and parents of the child's educational and developmental progress and activities in the program. The first parent/teacher conference will be completed in November to review accompanying the Contractor invoice and completed forms must be made available upon request. 1302.44(1)(b) Social Emotional and Early Development screener results, Progress Monitoring Assessment results, and Contractor report card. Second parent/teacher conference will be completed in the month of February to discuss second checkpoints and Contractor report card. (Depending on when Contractor starts school; dates may vary.) 1302.34(b)(7) and 1302.24(b)(3)
8. Coordinate with Upbring technology support staff to provide computer repair support for Upbring Head Start classroom equipment. 1302.31(d)
9. Submit documentation to Upbring Head Start for Contractor staff travel expenses to attend Head Start required activities, such as home visits and professional staff development. All expenses subject to GSA federal per diem rate and will be reimbursed in accordance with state of Texas mileage rates. Invoicing form will be provided for reimbursement for expenses incurred such as mileage, travel meals (when not provided), lodging, training, etc. Forms will be submitted no later than the 10th day of the following month to be reimbursed. 1302.34 (b) (7) and 1303.5(a) Upbring Head Start agrees to a reimbursement term of 30 days.
10. Make available to Head Start children, a registered nurse/LVN, to conduct support services normally provided to students who need medical support. The Contractor will notify Upbring Head Start Family Advocate and parent, if a Head Start child is involved in any incidents/accidents during operating hours on the day of incident/accident, subject to

applicable laws, regulations, and Contractor policies. Contractor will utilize a Upbring Head Start approved form to document the incident/accident and provide a copy to the parent on day of incident/accident. 1302.42 and 1302.47(c)

11. Make available to Head Start children, a school counselor, to conduct support services, normally provided for children who require additional support. Make referrals to Upbring Head Start or mental health entities for mental health evaluations, subject to applicable laws, regulations, and Contractor policies. Contractor will coordinate with the Upbring Head Start, Education Director to provide Upbring Head Start staff with completed Individual Education Plans and Behavior Improvement Plans, subject to applicable laws, regulations, and Contractor policies and discretion. Contractor will involve Upbring Head Start personnel (via invite through the Head Start Program Director for participation in all Admission Review Dismissal (ARD) and 504 meetings for Head Start children. If indicated on the child's IEP, as the LEA, the Contractor or Co-op will meet the "one on one" supports as stated. 1302.45
12. Family style meals are required at least one meal a day. Snack and meal times must be structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development, and socialization. Programs are encouraged to meet this requirement with family style meals when developmentally appropriate. A program must also provide sufficient time for children to eat, not use food as reward or punishment, and not force children to finish their food. 1302.31 (e)(2) Specifically, a program must: Ensure each child in a program that operates for fewer than six hours per day receives meals and snacks that provide one third to one half of the child's daily nutritional needs; Ensure each child in a program that operates for six hours or more per day receives meals and snacks that provide one-half to two-thirds of the child's daily nutritional needs, depending upon the length of the program day; Serve three- to five-year-old's meals and snacks that conform to USDA requirements in 7 CFR parts 210, 220, and 226, and are high in nutrients and low in fat, sugar, and salt.
13. Ensure that staff use positive methods of child guidance. Practices that involve corporal punishment, emotional or physical abuse, humiliation and expulsion are prohibited. Corporal punishment is strictly prohibited by Head Start standards. Contractor must severely limit the use of suspension or modified days, due to a child's behavior and such suspensions may only be temporary in nature. In addition, ensure that methods of discipline do not involve child isolation, the use of food as punishment or reward, or the denial of basic needs. All Contractor staff with Head Start children will sign the "Standards of Conduct". Contractor will coordinate with Upbring Head Start staff to address mental health concerns. If in the event of suspected abuse/neglect (unsupervised child), the Contractor principal will immediately remove any suspected Contractor teaching staff from the classroom until an investigation is completed, subject to applicable laws, regulations, and Contractor policies and Contractor discretion regarding personnel decisions. The Contractor principal will provide other Contractor

teaching staff and or subs that have cleared all background checks to ensure Head Start classroom met ratios as outlined in the HSPPS. 1302.17, 1302.90(c) and 1302.45

14. Require the campus administrator and teacher(s) to collaborate with Upbring Head Start Family Advocates and Upbring Head Start management team to achieve Comprehensive Services, to include hearing, vision, heights, weights, resources and referrals, and School Readiness Performance Standards. 1302.42
15. If required by the local Health Department, Contractor classroom teachers and aides will participate in an initial health examination and TB screenings, funded by Upbring Head Start. Provide proof of completion to Upbring Head Start. Maintain records of completion and results of those exams and screenings in employee personnel files. 1302.93 (See reimbursement form.)
16. Annually, each Head Start staff member will participate in the Professional Development Plan. The results will be reviewed to identify staff training and professional development needs, assist each staff member in improving his or her skills and professional competencies, and if necessary, modify staff performance agreements. 1302.92 and Section 648A (f)
17. Teachers will take attendance upon arrival of the child and will email the initial day's attendance to Upbring Head Start Family Advocate by 12 noon.
18. Contractor's teachers will have responsibility to complete the daily Health and Safety, Facilities, Classroom and Playground Checklists. Teacher will send the CACFP 1535 Form to the Upbring Head Start Administrative Assistant by 3:00 PM. Checklists must be provided to the Upbring Head Start Education Coach weekly. Teachers must report any environmental health and safety concerns immediately to their principal and who will, in turn, report concerns immediately to the Upbring Head Start Operations Director. 1302.47
 - a. At least 35 square feet of available usable indoor space as well as 75 square feet of usable outdoor space per child. This footage is exclusive of bathrooms, halls, kitchen, staff rooms, and storage places. 1302.31(d) and 1302.21(d)(2) Upbring Head Start represents it has inspected the Contractor's facilities and is satisfied the facilities meets these requirements.
 - b. Moody Early Childhood Center teachers will maintain all classroom or congregate space in accordance with Office of Head Start standards.
19. Contractors will be responsible for repairing any environmental health and safety issues immediately. In any instance where a repair will take more than one day, the principal or his/her designee will report to Upbring Head Start Operations Director. Upbring Head Start and the Principal will determine necessary course of action to fix the issue as soon as possible. If the repair will take longer than two business days, Upbring Head Start may provide a

contractor to make the repair. Contractor will maintain records throughout the full school year of all work orders and repairs and will provide copies to Upbring Head Start upon request. 1302.47

20. Transportation: Upbring Head Start does not provide transportation services other than transportation affiliated with activities such as field trips. If the Contractor elects to provide bus transportation services, it is at their discretion and is not covered in this contract.

21. Field Trips: Field trips are considered an extension to the classroom and as such, the Contractor must adhere to Head Start performance standards and regulations regarding all aspects involved with field trips to include transportation, tie to curriculum, and supervision during field trips. The Moody Early Childhood Center will follow the protocol provided by Upbring Head Start. **Upbring Head Start does not attend field trips.**

a. Transportation: (Upbring Head Start will be submitting a Transportation Waiver to the Office of Head Start for SY 2021-2022. In the event a waiver is not approved the following steps must be followed per Head Start performance standards. Upon waiver approval, Upbring Head Start will provide a copy of said waiver to the Contractor.

i. Contractors must ensure each child is seated in a child restraint system appropriate to the child's age, height, and weight when transporting children on a field trip during Head Start hours. Upbring Head Start will evaluate existing restraint systems or work with the Contractor to procure appropriate restraint systems.

ii. Contractor will provide a trained bus monitor (Upbring Head Start will provide training). Monitor will have training on child boarding and exiting procedures, how to use child restraint systems, completing required paperwork, how to respond to emergencies, emergency evacuation procedures, child pick up and release procedures, and how to conduct pre and post vehicle checks, Monitors are subject to staff safety requirements in 1302.47(b)(4) including CPR and First Aide.

iii. When possible, time on bus should be limited to a maximum 1 hour.

iv. Bus driver will perform a bus inspection pre and post trip.

v. Driver must have a CDL and have a disclosure by the driver of all moving traffic violation regardless of penalty, a check of the drivers driving record through the appropriate state agency. Driver must have received training and annual refresher training both in classroom and behind the wheel instruction, sufficient to ensure the driver can operate the vehicle in a safe and efficient manner, can safely run a fixed route, can administer first aid in case of injury, and can handle emergency situations including vehicle evacuation, and operating any special equipment.

Driver must conduct routine maintenance and safety checks of vehicle and maintain accurate records as necessary.

- b. Upbring Head Start will not sponsor field trips. All field trips will be at the expense and responsibility of the Contractor.
22. Coordinate with Upbring Head Start during the application and enrollment process to select and enroll Head Start eligible children based on Upbring Head Start policies and procedures. Collectively with Upbring Head Start, the program must include specific efforts to actively locate and recruit children, including homeless children and children in foster care. Contractor partners will communicate with Upbring Head Start to identify both Head Start and Moody Early Childhood Center eligible children, so they are provided the opportunity to enroll when openings occur. In the event of an open slot all efforts will be made to replace the children with an eligible child in Head Start waitlist. If an eligible child is not available, Upbring Head Start has the authority to move the open slot to another location. 1302.15 (a). All available slots will be filled at the discretion of Upbring Head Start. Moody Early Childhood Centers will collect Head Start eligibility information on students and maintain a list of eligible children to be shared with Upbring Head Start upon request. Contractor will provide Upbring Head Start all new applications when received. 1302.13
23. All teaching staff are contracted for a full day and must not leave before the children leave, other than for approved leave in which case the Contractor must provide coverage for that classroom with qualified personnel. Each Classroom must always maintain a minimum of two adults for up to 20 children during the school day and must always have a minimum of two qualified adults with children (even if under 20 children). Teachers will follow the active supervision protocol and ensure knowledge of the number of children present. Teachers must zone and avoid congregating when outdoors to ensure safety of all children. During monthly staff meeting, teachers will review and discuss active supervision forms and procedures. 1302.47(b)(4)
24. Contractor is responsible to provide a substitute for any classroom staff when there is an absence. Compensation for a substitute cannot exceed maximum allowable budget as outlined. Upbring Head Start will be responsible for the compensation of the substitute if absence occurs as a result of Upbring Head Start business. The Contractor will request reimbursement on the monthly invoice. Contractor substitutes must meet all Head Start staff requirements as per mandate and must sign the Upbring Head Start Standard of Conduct. Part 1302.91(e)(2).
25. Provide a Head Start qualified teacher and a teacher assistant for each Head Start classroom. Contractor must provide documentation verification of credentials upon request to Upbring Head Start. When in pursuit of a credential as detailed below, Contractor must provide

transcripts and proof of enrollment into a baccalaureate program. 1302.91 and Sec. 648A Head Start Act, and TEA 29.167-29.171.

- a. Teacher
 - i. Head Start teachers in center-based programs must have:
 1. An Associate, Baccalaureate or advanced degree in early childhood education; or
 2. A Baccalaureate or advanced degree and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children.
 - ii. Head Start teaching assistants in center-based programs must have:
 1. At least a Child Development Associate Credential;
 2. Be enrolled in a program leading to an Associate or Baccalaureate degree; or
 3. Be enrolled in a Child Development Associate Credential program to be completed within 2 years; or
 4. Minimum of CDA and obtained within two years of date of hire or BA or AA degree.
 - b. Teacher Assistant
 - i. Head Start teaching assistants in center-based programs must have:
 1. At least a Child Development Associate Credential;
 2. Be enrolled in a program leading to an Associate or Baccalaureate degree; or
 3. Be enrolled in a Child Development Associate Credential program to be completed within 2 years; or
 4. Minimum of CDA and obtained within two years of date of hire or BA or AA degree.
 - c. Contractor Teachers, Teacher Assistants and Substitutes will require the following:
 - i. Background check per item 31 below
 - ii. TB test
 - iii. Training as delineated in item 27 below
26. Permit the Contractor Health Services Advisory Committee (HSAC) to include a Upbring Head Start HSAC representative. 1302.40
27. All Contractor teaching staff in Head Start classrooms are required to attend mandatory Head Start training sessions including in-service training as well as ongoing practice-based coaching. Upbring Head Start will designate one day a month to provide training for a period of 2 hours following the school day. Part 1302.91 and 1302.92 Training includes but is not limited to: Attend annual Upbring Head Start In-Service training, including but not limited to:

- Child Abuse and Neglect
- Reporting child abuse and neglect
- Emergency planning for childcare providers
- Managing common childhood illness in childcare setting
- Medication administration in childcare setting
- Keeping children safe from hazards
- Transporting children safely
- Upbring Head Start Protocols
- Upbring Head Start Standards of Conduct

Monthly professional training

Professional Development Plan supported with ongoing coaching and mentoring by Education Coach.

28. Coordinate with Upbring Head Start Family Advocate to ensure each Head Start child has had:

- a. the required EPSDT immunizations prior to the start of school
- b. a health history completed within 90 days of the first day of school 1302.42(b)(4)
- c. a growth assessment within 90 days of the first day of school 1302.42(b)(4)
- d. a vision test within 45 days of the first day of school 1302.42 (b)(2)
- e. a hearing test within 45 days of the first day of school 1302.42(b)(2)
- f. a speech/language screening within 45 Days of the first day of school 1302.33(a)(1)
- g. a dental exam within 90 days of first day of school 1302.42(b)(1)(i)
- h. a physical examination within 90 days of first day of school 1302.42(b)(1)(i)
- i. a hemoglobin/hematocrit within 90 days of first day of school 1302.42(b)(1)(i)
- j. an acceptable blood pressure report within 90 days of first day of school 1302.42(b)(1)(i)
- k. an acceptable Lead Test within 90 days of first day of school 1302.42(b)(1) (i)

29. Contractor teaching staff in Head Start classrooms will use Circle Progress Monitoring as the child assessment tool. All teachers will document and score all observables in Circle Progress Monitoring system to include:

- Social & Emotional Screener
- Early Writing Checklist
- Physical Development and Health

- Approaches to Learning
- Speech Production & Sentence Skills
- Motivation to Read

Teachers will also maintain student portfolios to include student work such as writing samples, cutting samples, and art samples.

Teachers who do not maintain proper documentation will be out of compliance with the contract and will be subject to removal from providing Head Start services 1302.33(b).

30. Subject to the requirements in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Contractor teaching staff will: (1) participate in a minimum of two CLASS observations per calendar year; (2) be video recorded for professional development and for CLASS feedback and (3) will complete a coaching conference report with the education coach for professional development. 1302.92(c), 1304.11(c) and 1304.16
31. Pursuant to Section 648A of the Head Start Act and 1302.90(b), a criminal record check must be conducted on all prospective new hires and current staff, consultants, contractors, and volunteers working with Head Start children. Contractors must provide either proof of completed checks below or information including driver's license, social security number, and basic identifying information on all staff, consultants, contractors, and volunteers before they begin working with Head Start children to allow Upbring Head Start completion of the following checks:
 - a. State Criminal History records including fingerprint check
 - b. Federal Bureau of Investigation Criminal History records including fingerprint check
 - c. Sex Offender Registry check
 - d. Child Abuse and Neglect State Registry check
32. Contractors must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check including any arrest, pending criminal charge, or conviction and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858f(c)(1)(D) and 42 U.S.C. 9858f(h)(1) or tribal disqualifications factors to determine whether the prospective employee can be hired or the current employee must be terminated, subject to applicable laws, regulations, and Contractor policies and discretion.
33. A program must conduct the complete background check for each employee, consultant, or contractor at least once every five years which must include each of the four checks listed above and review and make employment decisions based on the information as described in paragraph 302.90 (b)(3), of this section, unless the program can demonstrate to the responsible HHS official that it has a more stringent system in place that will ensure child safety.

34. Contractor Education Department will coordinate and collaborate with Upbring Head Start Education team to ensure seamless services included but not limited to; behavior management, classroom management, assessments and data, IEP and ARD meetings, transitions in and out of program, and to ensure Head Start Policies and Procedures are carried out in the classroom. 1302.92(c) Moody Early Childhood Center will provide Upbring Head Start Operations Director with agendas, certificates and sign in sheets of all trainings provided to Contractor staff in Head Start classrooms. 1302.91(a) and 1302.92(b).
35. Contractor will participate in and comply with all federal monitoring visits. Upbring Head Start will conduct regular announced and unannounced monitoring visits, subject to applicable laws, regulations, and Contractor policies and discretion. 1302.100.
36. Contractor staff will foster relationship with families served and share concerns or unmet needs with Family Services staff.
37. New contractors must complete and submit a TXHHSC Educational Facility – Request for Exemption from Regulation under 40 TAC 745.119 form. This is a one-time submission. Upbring Head Start will assist upon request. A copy of the exemption must be provided to Upbring Head Start.
38. Contractor will immediately or as soon as practicable notify Upbring Head Start of any incident involving a Head Start child. Contractor will actively engage Upbring Head Start in the investigation and outcomes regarding any incident involving a Head Start child.
39. Allow Upbring Head Start leadership to participate in the interview process for selection of personnel working in funded Head Start positions, subject to applicable laws, regulations, and Contractor policies and as determined appropriate by Contractor. If Upbring Head Start staff is not available to attend the interview process, Upbring Head Start must ensure that the applicant must have sufficient qualifications before a position is offered. 1302.91 Staff Qualifications and Competency Requirements.
40. Contractor will provide an Education Coach for the classrooms. The coach will be or become CLASS reliable and provide ongoing coaching services for the teachers and teacher assistants.

ROLES AND RESPONSIBILITIES OF UPBRING HEAD START

Upbring Head Start shall serve as fiscal agent for the Head Start Program review for compliance of all program requirements. Upbring Head Start will provide training and technical assistance to school district partners regarding compliance with Upbring Head Start program guidelines, Head Start Performance Standards and other Administration for Children & Families (ACF) regulations

as codified within Chapter 45 of the Code of Federal Regulations (CFR) Parts 1302, and other applicable laws and regulations, including, but not limited to the following:

1. Upbring Head Start will conduct two CLASS™ observations in Head Start classrooms and will provide feedback to the teacher, and if appropriate, the school administrator. Upbring Head Start Education Coaches will provide additional support through practice-based coaching in specific areas of concern in CLASS observations. 641A(c)(2)(f), 1304.11(c), and 1302.92(c)
2. Operations Director will share the Program Information Report (PIR) annually, the Manage by Outcomes (MBO) report quarterly and the Manage by Information (MBI) report monthly. 642(d)(2)
3. Provide blanket policy of student accident insurance for Head Start children during the hours of school that complies with all federal regulations and requirements of Head Start and any state law or regulations. 1303.12
4. Work with families of Head Start children to ensure they receive their annual physical and dental checkups or Upbring Head Start will obtain a refusal by the 90th day of the child's first date of school attendance. 1302.42(b)(1)(i)
5. Ensure partners are utilizing a Texas approved, comprehensive educational curriculum for use in the three-year-old program (when applicable) as well as the four-year-old program, with both programs integrating Head Start Performance Standards and Texas pre-kindergarten curriculum guidelines. 1302.32
6. Reimburse Contractor's staff for travel expenses to attend Head Start required activities, such as home visits and professional staff development upon receipt of appropriate documentation. Mileage will be reimbursed at state rate and through Moody Early Childhood Center invoicing only. Any expenses incurred must have an original receipt for full reimbursement. Upbring Head Start agrees to reimbursement terms of 30 days. 1304.21 and 1304.52
7. Provide a Mental Health Professional to review Social Emotional and Early Development results and make referrals for additional mental health support. 1302.33(a)(1)
8. Provide parent education and staff training in the service areas of education, mental wellness, disabilities, nutrition, health/safety, parent involvement, social services, and transportation safety. 1302.53(a)(2)(v)
9. Identify and network with community resources to assist families. 1302.53(a)(2)
10. Establish appropriate Executive Board, Policy Council, Parent Committee, Health Services Advisory Committees, and any appropriate sub committee's according to program requirements. 1301

11. Communicate program information in a timely manner to all interested parties, which may include MECC administrators, staff, program families, Policy Council, Parent and subcommittee groups, Upbring Head Start Governing Board and Executive Staff. 642(d)(2)
12. Conduct an annual, program-wide, Self-Assessment and Quality Improvement Plan, review, and update the Community Assessment if any significant changes have occurred within the community. Implement program systematic changes called for by the Quality Improvement Plan. 1302.11 and 1302.102(b)(2)
13. Provide on-site programmatic support and promote best practices to classroom teachers and aides, family services specialists, campus administrator(s), business office manager, school nurse, school counselor, food service staff, transportation staff, special education staff, and any other staff who support the Head Start Program. 1302.91(a) and 1302.92(c)
14. Participate in ARD, 504 meetings and assist with coordination and provision of comprehensive services for families and children with identified needs at the child's home district. 1302.45
15. Maintain the security and confidentiality of all records of children and their families, including but not limited to compliance with Family Educational Rights and Privacy Act (FERPA) requirements. 1303.20
16. Prior to commencement of the school year, Upbring Head Start will provide mandatory training at in-service. Additional training will be provided, as Upbring Head Start deems necessary. Training will be provided for Head Start staff in the service areas of education, mental wellness, disabilities, nutrition, health, safety, parent involvement and social services. Upbring Head Start will communicate all professional development requirements and dates as early as possible. 1302.91(a) and 1302.92
17. Designated staff will provide appropriate family partnership services. 1302.91(e)(7)
18. Provide reimbursement of staff physical exams and TB screening test only through Upbring Head Start invoicing process. Contractor staff will need to provide original receipt. 1302.93
19. Purchase supplies and materials to fulfill program requirements. Inventory and account for all Upbring Head Start materials in accordance with all federal requirements. 1304.51
20. Provide vehicle and pedestrian safety training for all Head Start children and parents as required by Head Start Performance Standards. 1302.46(b)(v)
21. Upbring Head Start will conduct regular announced and unannounced monitoring visits to ensure continuous improvement for achieving program goals that ensures child safety and delivery of effective, high quality program services, subject to applicable laws, regulations, and Contractor policies and discretion. 1302.100

22. Upbring Head Start will provide Head Start Policies, Procedures, and monitor based off these policies and procedures. Upbring Head Start will provide updates via email as changes occur. 1302.100
23. Upbring Head Start Education Staff will assist in classroom set up; provide needed materials to ensure classroom is conducive to learning. Education Coaches will complete classroom checklists prior to the first day of school. 1302.31 (c) and (d)
24. Upbring Head Start will provide and assist in completing the application for prospective Head Start parents. Upbring Head Start will participate in the selection of Head Start children based on the selection criteria. 1302.12 and 1302.14
25. Upbring Head Start will have responsibility for completing and submitting all required incident reports to the Office of Head Start. Upbring Head Start leadership will be an active participant in the investigation and outcomes regarding any incident involving a Head Start child.
26. Education Services leadership will participate in the interview process for selection of personnel working in funded Head Start positions, subject to applicable laws, regulations, and Contractor policies and discretion.
27. Upbring Head Start will provide, upon request, consultation, clarification and subject matter expertise regarding all Head Start standards and the Head Start Act.

School Fiscal Year: September 1, 2021 through August 31, 2022.

Grant Year: April 1, 2021 through March 31, 2022.

Total Award Amount: Not to Exceed: \$424,000.

Reimbursement Head Start: 5 -Moody Early Childhood Center Teacher up to 50% and not exceed (\$145,000), 5-Moody Early Childhood Center Teacher Aide up to 100% and not to exceed (\$144,000). (Up to 50% and 100% respectively is dependent on enrollment census and ability to maintain a minimum of 50% Head Start eligible children. See further details below.) Teachers and aides to provide services up to (97) Head Start eligible three and four years of age for a **full day, teachers must not depart (other than scheduled approved leave) prior to children's departure.** An administrator must be present when children and staff are present at location. Moody Early Childhood Center classroom allotted slots will be maintained at 17 students. The 17 students cannot be divided in more than 8 classrooms.

Reimbursement Early Head Start: 4 -Moody Early Childhood Center Early Head Start Teachers up to 100% and not exceed (\$135,000). (Up to 100% is dependent on classroom census and ability to maintain a minimum of 50% Head Start eligible children. See further details below.) Teachers to provide services up to (16) Head Start eligible zero to three years of age for a **full day, teachers must not depart (other than scheduled approved leave) prior to children's**

departure. An administrator must be present when children and staff are present at location. Moody Early Childhood Center classroom allotted slots will be maintained at 16 students with a maximum of 8 children per classroom and have 2 teachers in the classrooms. The 16 students cannot be divided in more than 6 classrooms.

Contractor will notify Upbring Head Start of any change in teacher or aide assigned to the Contract and any change in salary will require a Contract Amendment. Contractor will maintain 100% Head Start and Early Head Start enrollment, if Head Start or Early Head Start enrollment drops below 100%, the Contractor’s pay allocation will be adjusted in accordance with number of students enrolled as reported and as reconciled with daily attendance submitted into data system. If 100% slots cannot be maintained, slots will be allocated to a center with an eligible waitlist.

The reimbursements to Contractor shall not exceed the total award amount for the Program year.

Funds Flow:

- Federal law requires that a recipient have no more than three (3) days operations cash on hand; therefore, funds will flow on a monthly reimbursement basis.

Financial Reporting Requirements:

- Invoices are due monthly by the 10th of each month. Contractor must include reimbursable amounts, supporting documentation per contract and non-federal share for payment to be processed.
- Final Expenditure Report is due no later than 30 days after the last date of service.

Carryover of funds:

- Carryover of funds from one fiscal year to another is not allowed.

Unobligated Funds:

- Any unobligated funds will not be allowed for purposes other than those stated within this contract.

EXECUTED and **AGREED** to as of the dates indicated below.

Upbring Head Start

Moody Early Childhood Center



Signature

Andrew Bencoter
Chief Education and Growth Officer

Date: _____

Signature

Name and Title

Date: _____

MECC Board MOU Questions/Suggestions

Page 3 Item 2. What happens if the legislature does not appropriate the funds.

If legislative funding is not appropriated, the contract will end at the end of the federal fiscal year (June 30)

Our grant has already been approved from April 1, 2021 to March 31, 2022.

Page 3 Item 3. ECSE/PPCD, food service, etc. Do we need to specifically list out since we contract these services with the district?

This is referring to teaching staff that we are reimbursing within this MOU.

Page 4 Item 8. What constitutes a disputed amount?

Any disputed amount will be worked through between HS and MECC. Any undisputed amount will be paid timely.

Page 4 Item 9. Furniture purchased – who covers under insurance? *Any furniture that is purchased by Upbring Head Start, we carry insurance on the furniture within the building.*

Page 4 Item 12. Explain time and effort

Any LEA that receives federal grant funds is required to maintain time and effort documentation for its employees whose employees are paid at least in part with federal funds. We must maintain time and effort in order to utilize the funds to pay for the staff who are teaching Headstart students.

Page 4 & 5 Item 12. Time and Effort

We currently figure time and effort for staff by the number of students they have in their classrooms. (Federal requirement). Must be able to show that all money given by HS is used for payroll.

Page 5. Item 14. Need example. This seems very open-ended.

Federal funds do not like paying for trainers if the entity that is receiving the funds has the personnel to provide the training. For example: We need someone to be our CDA observer. I have the qualifications, just need to be approved by the agency. It's good stewardship of funding.

Page 5. Item 12 What happens if we can't get 50% head start students?

See attached for the way we have it set up now. The total amount of possible funding and divide it by the possible number of students. Then divide that by the number of months. That leaves amount per student/month. We charge HS that amount each month.

For this upcoming program year...

HS (97)			EHS (16)		
5 teachers	\$145,000	\$289,000	4 teachers	\$135,000	\$135,000
5 aides	\$144,000				

	Per student	\$2,979.38		Per student	\$8,437.50
	10 months	\$297.94		12 months	\$703.13
				Scholarship	\$ 66.87 /l

Do we reduce the number of our other students?

No. We will just be funded for the students we serve, with no more than 97 in Headstart and 16 in EHS

Page 5 Item 16. Can MECC ask for similar items?

Yes. Due to issues with differences in standards in the past, we should ask for financial and end of year program report

Page 5 Item 17. Referral for bringing firearm/weapon on school property.

That is standard TEC procedure; however no criminal charges are allowed for children under 10.

Page 5-6 Item 18. Record Keeping

Records are maintained.

Page 6 Item 21. Reasonable expenditure

Upbring has reimbursed us for half of the advertising for the 21-22 school year.

Page 8. General Provisions – Israel?

Getting clarification from Legal team.

Page 8 Item 3. Confidentiality

Federal requirements for confidentiality and record keeping.

Page 8-9 Change from Betty Massey to Karin Miller

Page 9. Item 3 Explain

In-Kind Match is a non-cash contribution of value provided by the national heritage area coordinating entity or by non-Federal third parties. In-kind match is typically the calculated value of personnel, goods, and services, including direct and indirect costs. (See the justification form attached with the invoice)

A portion (12%) of salaries of admin, office, nurse, family advocate, and enrichment teachers plus the remainder of the staff salaries not covered by the gran can be considered in-kind contributions.

Page 10 Item 8. Technology

In the event student chromebooks break, or need repair, discuss with Upbring Technology.

Page 11 Item 12. Family Style Meals

Staff on duty will eat with the students in the cafeteria

Family style meals can also be done during snack time.

Page 12. Item 19. A reminder how difficult it was doing anything with the building if you have to rely on Paul and all his processes.

K&K and our guys do most of our maintenance. The only thing we use GISD for is roof leaks, plumbing and AC.

Page 14. Item 22. All available slots will be filled at the discretion of UBHS????

Not general enrollment. We will try to fill HeadStart slots first, which is lowest SES, then move to the general population. This is in the event we have a waiting list. We will prioritize HeadStart students and HeadStart has the discretion of moving slots if we can't fill them.

Page 16 Item 28 What entity is going to do all the testing?

We do the vision hearing (via Teen Health), and growth. They do the remaining. Our Family Advocates have received training to complete some of the tests for the rest they will work with vendors to get the remaining tests completed.

Page 18 Item 36. Foster Relationships.

This is for the EHS families brought in by Upbring. We don't really need to ask them to foster relationships with families not served.

If a family is in need of any assistance our Family Advocates need to be informed so that we can find a resource for the family or provide the support to them from Upbring.

Page 18 Item 39. Hiring

Stating Upbring is allowed to attend if they chose. Area Director of Education will need to review the teachers and teacher assistants working with HS students to ensure the staff meet HS regulations.

Page 18 Item 40. What is an education coach?

The education coach is our education advocate. Education coach will complete observations in the classrooms and provide feedback to the administrator of the campus. With permission from administrator, education coach to provide guidance to the teacher on best practices.

Page 19 Item 9. Upbring Responsibilities

Upbring will identify resources to assist their identified families, not all MECC families. If Upbring identifies a resource, will they share the information with MECC Family Advocates???

Family Advocates and Director of Family Services will work within the Galveston county to identify all resources for families. When a family expresses a need, the family advocates will work with the identified resource to assist the families. All resources will be shared with all families at the campus.

Page 19 Item 10. Council/Committees

Headstart has specific councils and committees required of their grantees. These are the responsibility of Upbring to set and maintain.

Page 20 Item 16. Training

Can MECC request training that it identifies?

In collaboration with MECC, we will work together to ensure trainings are being conducted to assist our teachers.

Page 20 Item 17. Family Partnership Services

These are Upbring employees. Not MECC.

Page 21 Item 28. Recruitment

Can Upbring help with recruitment?

Yes, we have received additional funding to recruit heavily for the 2021-22 school year. Family Services Assistant Superintendent will be reaching out to Karin.

In general, Are there 2 sets of family advocates, counselors, and other support services?

There is a family coordinator for headstart that the families work with for enrollment and services that acts as our family advocate. They contract for diagnostic services and counseling.

Moody Early Childhood Center Board of Directors
Regular Board Meeting
Thursday, May 27, 2021 @ 1:00 p.m.
Rosenberg Library and Virtual

Join Zoom Meeting <https://us02web.zoom.us/j/83605027689>
Meeting ID: 836 0502 7689

AGENDA

1. Call to order
2. Introduction and welcome (Betty Massey)
3. Review & Approval of Board Meeting Minutes (John Prochaska)
 - a) April 23, 2021
 - b) Public Comment
4. Committee Reports
 - a) Finance (Angela Brown & John Peavy)
 - i. Review and Approval of April Financial Statements
 - ii. Review of Early Head Start and Head Start MOU
 - iii. 2021-2022 Budget presented at June Board Meeting
 - iv. Next meeting June 17, 2021, 9:30 a.m.
 - v. Public Comment
 - b) Governance and Board Development (John Prochaska)
 - i. Conflict of Interest Statement update
 - ii. Board Development
 - i. Review potential candidates for Board positions
 - ii. Approval for proposed candidates if applicable
 - iii. Next meeting June 3, 2021, 1:00 p.m.
 - iv. Public Comment
 - c) Resource Development (Betty Massey)
 - i. "Friends of MECC" update
 - ii. Next Meeting June 17, 2021, 2:00 p.m.
 - iii. Public Comment
 - d) Scholarship (Weez Doherty & Marcus Parker)
 - i. Twelve families accessing funding/Three family reviewed at May meeting
 - ii. Next Meeting June 17, 2021, 3:00 p.m.
 - iii. Public Comment
 - e) Government Affairs (Jeri Kinnear, Erica Adams, & Amber Brown)
 - i. Next Meeting TBD
 - ii. Public Comment
 - f) Board of Advisors (Amber Brown)
 - i. Next Meeting TBD
 - ii. Public Comment
5. Executive Director's report (Karin Miller)
 - a) Consideration for approval of MOU
 - i. GISD Tor Summer Program

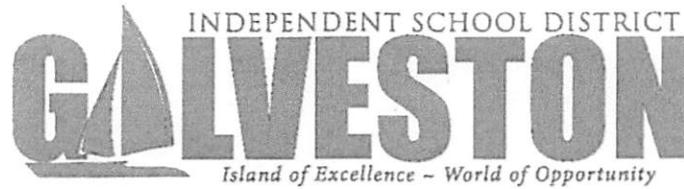
- ii. Upbring – Head Start/Early Head Start
6. Adjourn to Executive Session – The board may recess into Closed Executive Session as permitted by the Texas Open Meeting Act Government Code Sections 551.071-551.090 Sub chapter D and E. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting then the final action, final decision or final vote shall be either:
 - a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
 - b) at a subsequent public meeting of the Board upon notice thereof as the board shall determine
 7. Reconvene from Executive Session and take any action warranted.
 8. Board training scheduled June 25, 2021, 11:00 a.m.
 - a) Virtual
Join Zoom Meeting
<https://us02web.zoom.us/j/82185142909?pwd=NWZ3SGxFdUxpRU5iNGZiNiswOUVldz09>
Meeting ID: 821 8514 2909
Passcode: 608880
 9. Board Meeting scheduled for June 25, 2021, 1:00 p.m.
 - a) Both live and virtual
Join Zoom Meeting <https://us02web.zoom.us/j/83605027689>
Meeting ID: 836 0502 7689
 10. Adjourn

Current Enrollment						
Class	Max	Tuition	General	EHS	Amt/child	Scholarship
Caterpillars	8	780	6	\$4,680	2	75
Ladybugs	8	780	7	\$5,460	1	75
Bees	8	780	4	\$3,120	0	75
Turtles	8	780	6	\$4,680	3	75
Frogs	8	780	7	\$5,460	1	75
Fish	8	780	0	\$0	0	75
Starfish	8	780	9	\$7,020	1	75
Seahorse	8	660	10	\$6,600	0	75
Dolphins	8	660	10	\$6,600	0	75
Whales	8	660	7	\$4,620	3	75
Bears	8	660	6	\$3,960	2	75
Owls	8	660	8	\$5,280	1	75
Eagles	8	660	7	\$4,620	1	75
Total	104		87	\$62,100	15	
						\$11,175
						\$73,275

Potential Enrollment					
Class	Max	Tuition	General	Loss students	Loss income
Caterpillars	8	780	8	0	\$0
Ladybugs	8	780	4	0	\$0
Bees	8	780	9	-1	-\$780
Turtles	8	780	8	0	\$0
Frogs	14	780	8	6	\$3,960
Fish	10	780	8	2	\$1,560
Starfish	12	660	8	4	\$3,120
Seahorse	12	660	8	4	\$2,640
Dolphins	12	660	8	4	\$2,640
Whales	14	660	8	6	\$3,960
Bears	14	660	8	6	\$3,960
Owls	14	660	8	6	\$3,960
Eagles	14	660	8	6	\$3,960
Totals	142		87	37	\$25,020

Concentrated Model						
Class	Max	Tuition	General	EHS	Amt/child	Scholarship
Caterpillars	8	780	6	\$4,680	2	75
Ladybugs	8	780	7	\$5,460	1	75
Bees	8	780	4	\$3,120	0	75
Turtles	8	780	6	\$4,680	3	75
Frogs	8	780	7	\$5,460	1	75
Fish	8	780	0	\$0	0	75
Starfish	8	780	7	\$5,460	1	75
Seahorse	8	660	12	\$7,920	0	75
Dolphins	8	660	12	\$7,920	0	75
Whales	8	660	5	\$3,300	3	75
Bears	8	660	4	\$2,640	4	75
Owls	8	660	8	\$5,280	0	75
Eagles	8	660	9	\$5,940	0	75
Total	104		87	\$61,860	15	
						\$11,175
						\$73,035

Potential Enrollment						
Class	Max	Tuition	General	EHS	Amt/child	Scholarship
Caterpillars	8	780	8	\$6,240	0	75
Ladybugs	8	780	8	\$6,240	0	75
Bees	8	780	8	\$6,240	0	75
Turtles	8	780	9	\$7,020	0	75
Frogs	8	780	8	\$6,240	0	75
Fish	14	780	14	\$10,920	0	75
Starfish	10	780	10	\$7,800	0	75
Seahorse	12	660	12	\$7,920	0	75
Dolphins	12	660	12	\$7,920	0	75
Whales	14	660	14	\$9,240	0	75
Bears	14	660	14	\$9,240	0	75
Owls	14	660	14	\$9,240	0	75
Eagles	14	660	14	\$9,240	0	75
Total	142		143	\$102,180	0	
						\$102,180



This agreement is entered effective June 1, 2021 through July 2, 2021 between the Galveston Independent School District and Moody Early Childhood Center.

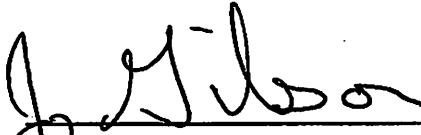
This agreement is being completed between Moody Early Childhood Center and Galveston ISD to provide for summer programming for pre-kindergarten students for a period of twelve hours per day.

- I. Moody Early Childhood Center agrees to:
 - a. Provide up to six pre-kindergarten teachers and aides for classes with a teacher to child ratio of 1:15.
 - b. Provide a building to hold summer programming.
 - c. Provide a custodial service to clean the building.
 - d. Provide air conditioning and electricity for the building.
 - e. Provide two snacks per day to all students.
 - f. Provide transportation to and from the program.

- II. Galveston Independent School District agrees to:
 - a. Support the Moody Early Childhood Center summer program with funding not to exceed \$85,000.00. This funding is sourced out of the TorKids/TorPrep Program grant which is supported by the Moody Foundation.

- III. It is mutually agreed:
 - a. That both parties will comply with the guidelines for invoicing for services and payment of invoices.

Agreed:



Jerry Gibson, Superintendent Galveston ISD

5/12/24

Date

Karin Miller, Director Moody Early Childhood Center

Date