



Upbring Head Start Galveston Independent School District

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 pre-kindergarten children who qualify for 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 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 Independent School District (ISD) as codified in this agreement is such that the ISD 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 2020-2021 school year. Subsequent agreements may be negotiated on a yearly basis thereafter should the services agreed upon require amendments.



**UPBRING HEAD START
Galveston ISD Independent School District**

This agreement is entered into by and between Upbring Head Start (hereinafter referred to as “Upbring Head Start”) and Galveston Independent School District (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, 2020 and shall remain in effect for a term of one year terminating on July 31, 2021 at which time parties may elect to renew or renegotiate for the following year by May 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. **Contract** means the entire document, whatever its name or form, of which these Provisions and Assurances and other attachments and schedule, including, but not limited to Amendment Request, Capital Outlay Request, Budget Summary, and the Final Expenditure Report.
 - b. **Contract Project** means the purpose intended to be achieved through the Contract of which these Provisions and Assurances are a part.
 - c. Roles and Responsibilities of the Contractor
 - d. Roles and Responsibilities of Upbring Head Start
 - e. Financial
 - f. Invoicing Supporting Documentation
 - g. Standards of Conduct

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 or~~ the Contractor at any time with sixty (60) days prior written notice. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice ~~from by~~ Upbring Head Start beyond last day of service. This Contract may be extended or otherwise amended only through formal



Upbring

Head Start Preschool

written amendment properly executed by both Upbring Head Start and Contractor. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.

3. Notwithstanding the foregoing, Contractor shall, to the extent necessary to provide legally required student services related to this agreement, be permitted to procure educational services providers for that purpose without violating this agreement.
4. All encumbrances, accounts payable, cost reimbursements and expenditures shall occur between the beginning and ending dates of this Contract. If terminated early, such encumbrances, accounts payable, cost reimbursements, and expenditures shall not exceed-go beyond the last day of service. 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 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 all funds received and expended by Contractor in connection with this Contract Project for the period covering this grant. Upbring Head Start and Contractor agree that, pursuant to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, any costs incurred by Contractor to satisfy audits required under this paragraph are allowable costs and may be reimbursed to Contractor under this Contract and/or Grant.
7. All materials, conceptions and products produced or conceived by Contractor, its employees, agents, consultants or subcontractors arising out of the Contract Project shall be the shared property of Upbring Head Start and the Contractor. Neither party shall have the exclusive right to copyright and patent these materials, conceptions and products subject to applicable law. Prior to either party copyright or patent the other party shall obtain, in writing, consent to do so.



Upbring

Head Start Preschool

8. If this Contract is canceled, terminated or suspended by Upbring Head Start prior to its expiration date, ~~Upbring Head Start agrees to reimburse Contractor for all allowable costs incurred for services provided prior to the effective date of cancellation, termination, or suspension. the monetary value of services properly performed by Contractor pursuant to this Contract shall be determined by in collaboration with Contractor and Upbring Head Start and paid to will pay~~ 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 subsequent to receipt of such notice ~~from by~~ Upbring Head Start beyond ~~the~~ last day of service, as stated ~~above in this paragraph~~.
9. If Upbring Head Start determines that it has made an overpayment to Contractor, Upbring Head Start shall, within 30 days of the date Upbring Head Start learns of the overpayment notify Contractor that an overpayment has been made. Upbring Head Start shall write a brief statement setting forth the reason it believes an overpayment has been made and the amount it believes to have been overpaid. Contractor shall have 14 days to review Upbring Head Start's statement. Contractor shall notify Upbring Head Start if it's in agreement or disagreement with the claim for overpayment. If the Contractor agrees that an overpayment has been made, then Contractor shall return the overpayment to Upbring Head Start within 30 days of the date Contractor makes the determination. If Contractor determines that an overpayment has not been made or that the amount of the overpayment is less than that which was identified by Upbring Head Start, then the Contractor shall notify Upbring Head Start that the Contractor is withholding the disputed amount and identify the amount the Contractor intends to return to Upbring Head Start. If the Contractor determines that a partial overpayment has been made, then the Contractor shall return the amount of the overpayment to Upbring Head Start. Upbring Head Start may seek to recover any disputed amount in accordance with applicable state and federal law. Claims for overpayments must be submitted by Upbring Head Start prior to the last day of instruction of the school year in which the disputed funds were paid to the Contractor. All claims for overpayments occurring within 60 days of the last day of instruction must be submitted within 45 days of the last date of instruction. Untimely claims for overpayments are deemed waived by Upbring Head Start.
10. 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 and Upbring Head Start shall negotiate replacement.
11. 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.
12. Federal regulations that apply to the Contract and/or Grant.

Commented [AB1]: KBS Law Group: to the extent that the funding application, submitted by Upbring Head Start may have additional requirements or obligations of the district as a subrecipient, we recommend that the district review for compliance assurance purposes.



Upbring

Head Start Preschool

- Local Education Agency (LEA): 45 CFR Part 74, and OMB Circulars A-87 and A-128133;
- 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.

13. 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.

14. If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the Contract Pproject, for recording and insurance purposes, title remains in the name of the Contractor. However, if Contractor is provided Head Start fundsfederally-owned equipment, Contractor acknowledges Upbring Head Start retains federal interest in such property and that 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 transfer title of capital outlay items purchased by Contractor in accordance with 45 CFR 92.32(g), for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This applies to all federal interest furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record.

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. Expenditure reports shall reflect the expenditures made during the preceding calendar month. When the 10th day of a month falls on a weekend or day on which the Contractor's central office is closed, the expenditure report shall be due on the next business day after the Contractor's administrative offices reopen.

16. Contractor agrees to make its records pertaining to this grant-Grant available to Upbring Head Start or its agent upon request by Upbring Head Start for review to determine compliance with the grant-Grant requirements. When requested, contractor will furnish Upbring Head Start a copy of its annual audited Financial Report, for this Contract Project, for the period covering this grantGrant.

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(d) of the Texas Education Code, which requires expulsion of a student who brings a firearm as defined by the 18 U.S.C. Section 2891 to school [P.L. 103- 382, Section 14601(d)(1)]. In addition, the

Commented [AB2]: KBS Law Group: this CFR pertains to the General Administration of Awards received through the Federal HHS. This Code section appears to be in line with the stated applicable OMB Circulars, and provides additional information regarding post-award requirements.

Commented [AB3]: KBS Law Group: Circular A-87 contains the "Cost Principles for State, Local, and Indian Tribal Governments". We recommend that the district review this information in detail, paying particular attention to Attachment A (General Principles for Determining Allowable Costs).

Commented [AB4]: KBS Law Group: Circular A-128 (Audits of State & Local Governments) was rescinded and consolidated into Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

Commented [AB5]: KBS Law Group: As we understand, 45 CFR 92.32 (Equipment) distinguishes between equipment purchased by the district/grantee for purposes of fulfilling its obligations under the Grant and that equipment that is already *federally-owned* equipment provided to the district over the course of the Grant. UHS/Federal Government does reserve the right to transfer title, in equipment purchased by the district for purposes of this Grant, however: (1) such property must be identified in the Grant or made known to the grantee in writing, (2) the awarding federal entity will provide disposition instructions for the equipment within 120 days of the end of project for which it was acquired, (3) when title to the equipment is transferred, the grantee *shall* be paid an amount calculated by applying the percentage of the grantee's participation in the purchase to the current fair market value of the property. We have proposed revisions that may better align with our understanding of this regulation.



Upbring

Head Start Preschool

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)].

Commented [AB6]: KBS Law Group: The district is in compliance with this requirement per its Board Policy FOD (Legal).

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).

Commented [AB7]: KBS Law Group: These regulations pertain to uniform management standards set forth governing management and disposition of HHS property. The regulations also state that the recipient may use its own standards and procedures, as long as said standard and procedure is in compliance with these Sections.

- 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 immediate 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.



Upbring

Head Start Preschool

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, parties agree to confer and decide on the appropriate dispute resolution process, ~~it~~ which may become necessary to involve the 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~~ its legal procedures and obligations. Contractor shall act in accordance with State and Federal Law pertaining to allegations of abuse or neglect and it shall communicate with Upbring Head Start and the Office of Head Start to the extent permitted by law results of Contractor's investigations of claims of abuse or neglect.
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. For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99), Contractor designates Upbring Head Start as a school official with a legitimate educational interest in the educational records covered by this Agreement and to the extent that access to the records are required by Upbring Head Start to carry out the purposes of this Agreement.

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. 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.



Upbring

Head Start Preschool

3. 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.
4. 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.~~
5. Any notice required or permitted under this MOU Agreement 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:
 Dr. Andrew Benscoter
Moulton

~~VP of Education and Residential Programs~~
 8305 Cross Park Dr.
 Austin, Texas 78754
Andrew.Benscoter@upbring.org

Galveston Independent School District:
~~Dr. Kelli~~
Chief Education & Growth Officer
Superintendent of Schools

3904 Ave. T,
 Galveston, TX 77550
kellimoulton@gisd.org

Formatted: Font: (Default) Times New Roman, 12 pt

Upbring Head Start and Contractor shall each have the right from time to time to change the place or method 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 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 Head Start regulations, and monitor based off these regulations. Upbring Head Start will provide updates via email as changes occur. Regulations 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)

Commented [AB8]: KBS Law Group: Regarding district roles & responsibilities, I recommend the district review this section to ensure compliance capability. This is important because non-compliance or not adhering to stated roles and responsibilities might potentially effect cost reimbursement for the district.



3. Track district non-federal share in-kind to the Head Start Program and report a minimum of \$460,471 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. 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 Social Emotional and Early Developmental 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. 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 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. 1302.17 (b) (7) and 1303.5(a) Upbring Head Start agrees to a reimbursement term of 30 days.
10. Make available to Head Start, a registered nurse or licensed vocational nurse, 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. 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 certified school counselor or social worker, 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. 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. 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 mealtimes 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 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. 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. 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. As per Head Start requirements, 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
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 through electronic means provided by Upbring Head Start. If internet capabilities are not available at the time of attendance, teachers will manually take attendance on forms provided by Upbring Head Start.
18. Contractor's teachers will have responsibility to ensure children are kept safe at all times. Teacher will electronically complete the CACFP 1535 Form for Upbring Head Start each day. Checklists will be reviewed by the Upbring Head Start Education Coach and teacher on a 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)



b. ISD teachers will maintain all classroom in accordance with office of Head Start standards.

19. Contractors will be responsible for repairing any environmental health and safety issues immediately and have alternate plans in place. In any instance where a repair will take more than one day, the principal or his/her designee will inform the Upbring Head Start Director of Operations. The Principal will determine necessary course of action to fix the issue as soon as possible and share the alternate plan to the Head Start Director of Operations. 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. Upbring Head Start will not sponsor field trips. All field trips will be at the expense and responsibility of the Contractor

a. Transportation: Upbring Head Start will be submitting a Transportation Waiver to the Office of Head Start for SY 2020-2021. 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 wavier 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, one way.

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



Upbring

Head Start Preschool

- 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, 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 ISD 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. ISDs 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. 1302.21(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.

b. Teacher Assistant

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.

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. 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)



Upbring

Head Start Preschool

29. Contractor teaching staff in Head Start classrooms will use approved Progress Monitoring tools as the child assessment tool. All teachers will document and score all observables in an approved 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. Contractor teaching staff will participate in a minimum of two CLASS observations per calendar year, they will be video recorded for professional development and for CLASS feedback, and they 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.

33. Upbring Head Start 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 1302.90 (b)(3), unless the program can demonstrate to the responsible HHS official that it has a more stringent system in place that will ensure child safety. Contractor will provide information to Upbring Head Start to conduct the necessary background checks.

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) ISD 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 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. If permitted by state law, Contractor will provide Upbring Head Start with notice if a Head Start child becomes the subject of a report of abuse or neglect, or if the child sustains an injury requiring medical treatment. If permitted under state and federal law, Contractor will provide Upbring Head Start with notice of the outcome of an investigation once the investigation has been concluded by the Contractor. If the nature of the allegation and investigation is such that the investigation is taken over by another agency, then Upbring Head Start shall communicate directly with that agency to obtain results of the investigation. If the results of an outside agency’s investigation is shared with Contractor, Contractor shall, if allowed by law, notify Upbring Head Start of the agency’s determination in regard to the allegation(s).
39. Contractor shall confirm with Upbring Head Start prior to employment of personnel whose positions will be funded by Upbring Head Start, that the person proposed for employment meets the minimum Qualification and Competency standards required by the regulations that govern the funding of reimbursement for the position. Contractor shall be having the sole authority to make hiring decisions for personnel employed by Contractor. 1302.91 Staff Qualifications and Competency Requirements.



40. Contractor shall work with Upbring Head Start in supporting successful transitions to kindergarten by using evidence-based transition practices throughout the year. 1302.71 Transitions from Head Start to kindergarten

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, 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 ISD 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 district 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. 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.
27. Upbring Head Start will provide, upon request, consultation, clarification and subject matter expertise regarding all Head Start standards and the Head Start Act.
28. Upbring Head Start 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. The Education Coach will go through T-TESS training.

School Fiscal Year: September 1, 2020 through August 31, 2021.

Grant Year: April 1, 2020 through March 31, 2021.

Total Award Amount: Not to Exceed: \$543,973.



Reimbursement: 10 -ISD Teacher up to 50% of salary and not exceed \$316,990 per year, 10-ISD Teacher Aide up to 100% of salary and not to exceed \$211,983 per year. (Up to 50% and 100% respectively is dependent on classroom census and ability to maintain a minimum of 50% Head Start eligible children per classroom. See further details below.) Teachers and aides to provide services up to (200) 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. Galveston ISD classroom allotted slots will be maintained at 200 students. The 200 students cannot be divided in more than 15 classrooms.

Contractor will work collaboratively with Upbring Head Start to maintain 100% Head Start enrollment per class, if Head Start enrollment drops below 100%, and 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

Contractor

Upbring Head Start Page | 21

ISD Initial _____

Upbring Head Start Initial _____



Signature

Andrew Bencoter, Chief Education
And Growth Officer

Date: _____

Signature

Name and Title

Date: _____

