

"Giving all Galveston children the opportunity to soar"

Moody Early Childhood Center Regular Board of Directors Friday, July 31, 2020 @ 1:00 p.m. 1110 21st Street, Galveston, TX 77550 or Virtual* Agenda

- 1. Call to order
- 2. Introduction and Welcome (Ms. Massey)
- 3. Review and Approval of board meeting minutes June 26, 2020, July 14, 2020, and July 21, 2020
- 4. Executive Director's report (Ms. Miller)
- 5. Committee Reports:
 - a) Finance (Ms. Brown, Ms. Miller and Ms. Parker YPTC)
 - b) Resource Development (Ms. Massey)
 - c) Governance and Board Development (Dr. Prochaska)
 - d) Government Affairs (Ms. Kinnear and Ms. Adams)
- 6. Discussion/Decision:
 - a) MOU with Up Bring East Head Start and Head Start (enclosed)
 - b) School Closure Policy (enclosed)
 - c) 2020/2021 Operating Budget (enclosed)
 - d) 2020-2021 GIA Insurance

Betty Massey is inviting you to a

Join Zoom Meeting

https://us02web.zoom.us/j/85627199262?pwd=Ulh5MDh2NUlvekc5YWNyM3V6UjA1dz09

TIME, July 21, 2020 @ 3:00 p.m.

Meeting ID: 825 9558 0696

Password: 294080

One tap mobile

- +13462487799,,85627199262#.,1#.078286# US (Houston)
- +12532158782,,85627199262#,,1#,078286# US (Tacoma)
- Dial by your location
- +1 346 248 7799 US (Houston)
- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 301 715 8592 US (Germantown)
- +1 312 626 6799 US (Chicago)
- +1 929 436 2866 US (New York)

MOODY EARLY CHILDHOOD CENTER
Board of Directors Regular Meeting – COVID Outbreak
Videoconference via Zoom
June 26, 2020

Present: Ms. Massey (Presiding), Ms. Brown, Dr. Prochaska (joined late at 1:44 pm), Ms. Doherty, Dr. Brown, Mr. Parker, Ms. Miller (Executive Director), Ms. Palmer (Your Part-Time Controller)

Absent: Ms. Adams, Ms. Kinnear

Ms. Massey called the meeting to order at 1:09 pm. A quorum was present.

There were no members of the public present at the meeting for public comment.

Ms. Palmer reviewed the financial reports current as of May 31st that had been distributed to the board in advance of the meeting. Following discussion, on a motion from Ms. Brown and a second by Mr. Parker, the financial reports were accepted as presented unanimously.

The Board discussed financial impacts related to the COVID shutdown through July 7th. It was reported that the shutdown has resulted in a \$25,000 - \$40,000 estimated loss. Estimated payroll expenditures during this time was \$63,000.

There was discussion of planning for future shutdowns, payment of staff during shutdowns (including the current 2 week precautionary shutdown we are currently experiencing, and other related topics. These planning efforts were referred to the finance committee for further exploration and recommendations.

Ms. Brown moved (with Dr. Prochaska seconding) to continue paying staff through July 7th and to reevaluate the situation at that point as to whether the Center is able to reopen or not. The motion passed unanimously.

The Board was updated on the status of the early Head Start proposal.

Ms. Miller presented her Executive Director report. She reviewed enrollment and presented the upcoming academic year's employee and family handbooks. Ms. Miller updated the board on hiring efforts for the upcoming 2020-2021 academic year. She also reported that migration of paperwork to online platforms is proceeding as planned.

A motion by Ms. Doherty (seconded by Dr. Brown) to approve the handbooks was passed unanimously.

Ms. Massey reported MECC being awarded \$150,000 from the Permanent Endowment Fund in support of our scholarship program.

The Board adjourned its meeting at 2:33 pm on a motion by Ms. Doherty, seconded by Mr. Parker.

Respectfully submitted by Dr. John Prochaska, MECC Board Secretary



Giving every Galveston child the opportunity to soar

Moody Early Childhood Center Minutes Board of Directors Special Meeting July 14, 2020 Via Zoom

In attendance: Erica Adams, Amber Brown, Angela Brown, Weez Doherty, Betty Massey

Absent: Jeri Kinnear, Marcus Parker and John Prochaska

Staff: Karin Miller

Consultants: Holly Palmer, Your Part-time Controller and Neil Hoover, Ham, Langston &

Brezina, LLP

Ms. Massey called the meeting to order at 2:00pm, declaring a quorum of the board in attendance via Zoom. She stated that the sole purpose of the meeting was the review and approval for submittal of the 2018/19 990 for MECC. All members of the board and Ms. Miller and Ms. Palmer had reviewed the document in advance, and Mr. Hoover had answered questions submitted to him. In response to one final question, he informed the board that when MECC became an in district charter school in the summer of 2018 its IRS status became that of a "school."

With that question resolved, <u>on a motion from Angela Brown and a second by Ms. Adams, the board voted unanimously to authorize Ms. Massey to sign the 2018/19 990 and Mr. Hoover's firm to submit the document to the IRS.</u>

On a motion duly made and seconded the meeting was adjourned at 2:20pm.

July 17, 2020

To: MECC Board

From: Karin and Betty

Re: A new childcare opportunity

Many parents of kindergarten and first grade students are struggling with the decision about how their young children should return to school next month...in person or virtual? These are parents that are trying to balance work, the health of their families, and the education of their little learners with the upside down, inside out world of COVID 19. MECC has a solution for these young families:

- 1. Enroll your kindergartener or first grader in the GISD school of your choice as a virtual learning student.
- GISD will receive the ADA for your child and your child will receive virtual instruction from a GISD teacher and should be provided virtual learning equipment (tablet, chrome book, whatever.)
- 3. Next enroll your child in MECC's kinder/first grade child care program, paying tuition of about \$150 a week.
- 4. MECC will ensure that your child has a certified teacher in a small learning community of no more than 8 students and 1 or 2 adults. Your child will receive guidance with his or her virtual instruction and classwork, participate in enrichment activities including STEAM, take a break once or twice a day with recess on the playground, or in the (sanitized after every class gym), and enjoy lunch and snacks in his or her small learning community.
- 5. MECC has been practicing pandemic learning protocols since March 27th and while we do not pretend to have all the answers, we have real life experience and are adapting protocols as we learn.
- 6. This is the proverbial "win/win" situation:
 - a. GISD counts your child as a public school student, receives the state funding and provides the academic instruction.
 - b. MECC guides the GISD instruction, supplements that learning with enrichment activities in a practiced small group environment.
 - c. You go to work confident that your child is receiving a good education in a safe and nurturing environment.

We are confident that we will have the classroom space to accommodate at least three of these classrooms, and we have the certified teachers to staff. Additionally, we do have some concern on the numbers of three and four year olds who will enroll this year...limited by parents' concerns about COVID.

We cannot wait until July 31st to discuss and reach a decision on this program so another special board meeting is in our future!

MOODY EARLY CHILDHOOD CENTER
Board of Directors Special Meeting – COVID Outbreak
Videoconference via Zoom
July 21, 2020

Present: Ms. Massey (Presiding), Ms. Brown, Dr. Prochaska (joined late at 1:44 pm), Ms. Adams, Dr. Brown, Mr. Parker, Ms. Miller (Executive Director), Ms. Palmer (Your Part-Time Controller)

Absent: Ms. Doherty, Ms. Kinnear

Ms. Massey called the meeting to order at 3:06 pm. A quorum was present.

There were no members of the public present at the meeting for public comment.

The Board discussed options around expanding childcare operations into the Kindergarten and 1st grade levels during the period when remote/distance learning is being offered by public schools. This included discussion of tuition rates, capacity, etc. Ms. Miller discussed that, as a start, we may be able to accommodate 24 slots of such students, with MECC families and former families getting preference. Class size would be limited to 8-12 students per class.

Ms. Massey reported the potential for funding support from one of our donors for scholarships to support Kindergarten and 1st grader tuitions.

The Board discussed the notion of allowing older students to enroll. The example was given for an older sibling of an already enrolled student at MECC. The Board also discussed the importance of maintaining ratios related to household income brackets, as this is a core purpose for MECC.

Ms. Adams moved, seconded by Dr. Brown, that if MECC is unable to fill our pre-K classrooms this fall with Pre-K 3 & 4 students, MECC open enrollment to our childcare program to GISD-enrolled Kindergarten and 1st graders, with preference given to previous MECC students and current MECC families, while striving to maintain the targeted 60% low income ratio of enrollment, and to allow for the enrollment of older siblings on a case-by-case basis if space allows, at a tuition rate of \$430 / month. The motion carried unanimously.

Ms. Massey updated the Board on discussions around the Early Head Start program.

Dr. Prochaska discussed the annual Board and Executive Director evaluation process, with a targeted goal of presenting a report and recommendations to the Board at the August meeting.

The Board adjourned at 3:40 pm.

Respectfully submitted by Dr. John Prochaska, MECC Board Secretary





MECC: Executive Director Board Report July 31, 2020

- 1. Information
 - a. Insurance
 - i. Approval
 - b. Early Head Start/Head Start
 - i. Working on enrollment
 - c. GISD
 - i. Virtual 4 weeks
 - ii. Choice after 4 weeks
 - d. COVID-19
 - i. Childcare
 - 1. Trinity and MDS to reopen in August
 - 2. Work Source funding
 - Essential Workers ending
 - e. Enrollment
- 1. Fall School
 - Enrolled 25
 - Pending 69
- 2. Virtual +
 - Enrolled 20

- 2. Updates
 - a. Business Operations
 - i. School Closure Policy
 - 1. Approval
 - b. Budget
 - c. School Year Enrollment
 - i. Moved to virtual for PK3 and PK4
 - 1. online registration
 - 2. Online forms created
 - a. Infant and Toddler enrollment
 - b. Add'l PK in process
 - c. Scholarship
 - d. Employment Application

The Moody Early Childhood Center is a private nonprofit 501 (c) (3) and does not discriminate on the basis of sex, race, color, national origin, disability, religion or age in the administration of its educational policies, admissions policies, and all other school-administered programs.

BUSINESS INSURANCE PROPOSAL

FOR

MOODY EARLY CHILDHOOD CENTER

JULY 23, 2020

PRESENTED BY:



GALVESTON • FRIENDSWOOD P O BOX 16767, GALVESTON TX 77552-6767 WWW.GIA-TX.COM

Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself.

This presentation does not constitute coverage. You must sign and return all required documentation along with payment for the premium amount due before a request for coverage can be made to the Insurance Company

From June through November insurance companies may stop binding coverage when a 'tropical disturbance' enters the Gulf of Mexico or Caribbean Sea. In these cases, coverage quoted in this proposal cannot be put in effect until the company lifts its binding restrictions



July 23, 2020

Moody Early Childhood Center 2628 Broadway Galveston TX 77550

Re:

Proposal for Property, General Liability, Professional Liability, Accident, Umbrella &

Flood

Proposed Effective 8/1/2020 to 8/1/2021

Dear Board Members:

THANK YOU FOR YOUR BUSINESS!

We are pleased to enclose a presentation for the above referenced policy or line(s) of coverage. We would like to point out that this presentation outlines a few of the coverage and/or limitation features of the coverage line(s) being presented, others may apply. We strongly encourage you to review the presentation closely and call us should you have any questions or concerns. *Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself. This presentation does not constitute coverage. You must sign and return all required documentation along with payment for the premium before a request for coverage can be made to the insurance company.*

We would also like to remind you that your exposure to a loss may exceed your current limits. Higher limits may be available.

GIA offers a full line of insurance products including Life and Health insurance as well as Financial Products to help meet all of your insurance needs.

If you have ANY questions concerning this presentation or any other insurance matter, please let us know.

Sincerely,

Monica L Brown

Monica L Brown

Enclosure



MOODY EARLY CHILDHOOD CENTER'S SERVICE TEAM

Monica L Brown CIC, LRM, ACSR

Account Manager Phone: (409)740-1251 Fax: (409)740-0513

Email: monica.brown@gia-tx.com

Monica L Brown CIC, LRM, ACSR is responsible for the daily servicing of your account including endorsements, certificate requests, client services, program design, accounting, quality assurance and market relationships.

Please feel free to contact us if you have any questions or concerns regarding your insurance program.

X Initials



PROPERTY SECTION

INSURANCE

Company: Scottsdale Insurance Company

AM Best Rating: A+ XV

Policy Term: 8/1/2020 to 8/1/2021

Premium: \$5,638.51

\$210.00 Additional Premium to Include Terrorism

Rates are not guaranteed. They are set by the company and subject to change.

Location #1:	1110 Moody, Galveston, TX 77550			
*Property on Site – Playground & Fences		Contents	Business Income w/Extra Expense	
\$105,000		\$650,000	\$450,000 at 1/12 Monthly	
Deductible:	\$1,000 per Occurrence & 72 Hours per Occurrence for Business Income w/EE			
Coverage:	Coverage: Fire, Extended Coverage			
	Special Extended C	Special Extended Coverage Excluding theft		
	Actual Cash Value Valuation			
	80% Coinsurance clause applies			
Additional	\$25,000 – Limited Equipment Breakdown			
Coverages Included	\$25,000 – Computer Equipment			
with Policy	\$25,000 – Accounts Receivable			
	\$25,000 – Outdoor	Signs		
	\$25,000 – Spoilage			
	\$25,000 – Valuable Papers			
	\$25,000 – Money and Securities			
*Each Coverage has a	\$25,000 – Employe	e Dishonesty		
\$500 Deductible	\$5,000 – Water Backup or Overflow of Sewers and Drains			

Important Exclusions: Windstorm or Hail, Theft, Certified Acts of Terrorism, Loss Due to Virus or (Others May Apply)

Bacteria, Flood, Earthquake, Limitations on Roofs/Roofs Surfacing – ACV Value

Special Conditions: Your policy contains exclusions that apply when any portion of the covered property is

vacant for longer than 60 days. Please contact our agency should <u>any portion</u> of your property become vacant. It may be necessary to arrange appropriate additional coverage

Subject To: Signed Acord Application & TRIA Form

25% Minimum Earned Premium Applies \$400.00 Non-Refundable Policy Fee is Included

* Notice regarding values: We are pleased to assist you with your own final determination of the values you decide to insure. Please refer to the policy for specific terms, conditions, limitations, and exclusions.



GENERAL LIABILITY SECTION

URA 7SINCE 1892

Company:

AM Best Rating:

Philadelphia Insurance Company

A++XV

Policy Term:

8/01/2020 to 8/01/2021

Premium:

\$8,535.00

Rates are not guaranteed. They are set by the company and subject to change.

Location(s) of premises: 1110 Moody, Galveston, TX 77550

Description of operations: Daycare Center (Non-profit)

Limits **	
\$ 1,000,000	Each Occurrence Limit
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal Injury/Advertising Liability
\$ 2,000,000	General Liability Aggregate
\$ 100,000	Fire Damage Legal Liability
\$ 5,000	Medical Expenses
\$ 1,000,000	Hired & Non-Owned Auto Liability
Included	Terrorism Coverage

Deductible: \$0 Bodily Injury, Property Damage, Personal Injury & Advertising Injury

Applies separately per claim, including loss adjustment expense

Subject to:

Final Audit Adjustment of the Premium Basis listed below that was used to determine the

annual estimated premium for this presentation.

Premium Basis:

Nonprofit Day Care Center – Number of Children = 320

Playground/Park = 3

Additional Insured = Blue Cross Blue Shield & KaBOOM!

Special Conditions:

100% Earned – Additional Insured / Waiver of Subrogation Premiums

Liability Deluxe Daycare Organization Endorsement Included

GL coverage is premises-driven. All applicable locations MUST be listed.

Important Exclusions:

Nuclear Energy Liability, Asbestos Liability, Lead Liability, Abuse or

(Others May Apply)

Molestation, Access/Disclosure-With Ltd Bodily Injury Exception, Fungi or

Bacteria, Cap on Losses From Certified Acts of Terrorism, Medical Payments to Children Day Care Center, Employment-Related Practices,

Binding Arbitration, and Professional Liability

Contingent upon:

Signed UM/UIM Selection/Rejection form, Signed Terrorism

Rejection form (Terrorism is included), and Paid Premiums.

*****Other Coverage Extensions are Listed on the Following Page. *****

^{**} Notice regarding higher liability limits: Your exposure to a liability loss may exceed your limits and even those quoted here. Higher liability limits may be available. Please let us know if you would like additional information or a quote.



GENERAL LIABILITY SECTION (CONT'D)

SURANCE

PI-GLD-DY (07/07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: DAY CARE ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	2
Medical Payments - Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payment – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured - Managers and Supervisors	Included	3
Additional Insured - Broadened Named Insured	Included	4
Additional Insured - Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured - Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantor of Permits	Included	4
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Liberalization	Included	5
Bodily Injury – includes Mental Anguish	Included	5
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	6





ADDITIONAL LIABILITY COVERAGES

INSURANCE

Classifications Limit TEXAS EMPLOYEE BENEFITS LIABILITY-CLAIMS MADE Occurrence Limit: \$ 1,000,000 Aggregate Limit: \$ 1,000,000 Retroactive Date: 08/22/2016 SEXUAL/PHYSICAL ABUSE OR MOLESTATION-OCCURRENCE 500,000 Occurrence Limit: Aggregate Limit: \$ 1,000,000 PROFESSIONAL LIABILITY - OCCURRENCE Each Professional Incident Limit: \$ 1,000,000 \$ 2,000,000 Aggregate Limit:

Includes Kidnap Expense Under Professional Liability
Includes Employee Defense Under Abuse/Molestation Coverage

Liability Package is Subject To:

- A copy of written policy against Abuse/Molestation instated by organization must be provided to carrier for review including sections noting how abuse or allegations of abuse will be handled.
- Insured must agree to run Motor Vehicle Records and verify that employees or volunteers have personal auto insurance who will be operating their own autos on daycare business.

Exclusions & Limitatons: Prior and Pending Litigation and Known Circumstances Exclusion Applies to Professional Liability, Nuclear liability, Nuclear/Chemical/Biological Terrorism Applies to Auto, Binding Arbitration, Professional Policy Excludes Abuse and Molestation.



WINDSTORM & HAIL

INSURANCE

Company:

Texas Windstorm Insurance Association (TWIA)

Policy Term:

8/01/2020 to 8/01/2021

Premium:

\$8,545.00

90-day Minimum Premium Applies -

Business Income Premium is NOT refundable.

Rates are not guaranteed. They are set by the company and subject to change.

Location:	1110 Moody, Galveston, TX 77550	1110 Moody, Galveston, TX 77550			
	Limit	Premium			
Building:	\$0	\$0			
Contents:	\$650,000	\$6,837.00			
Business Income:	\$1,000 per day for 90 days	\$1,708.00			
*Current ICC	\$0	\$0			
	To	tal \$ 8,545.00			
Deductible(s):	Contents @ 1% (\$6,500)				
	Business Income - 168 hours				

Higher Deductibles Available for Building & Contents

Covers:

Direct damage from Windstorm & Hail

80% Coinsurance applies

Replacement Cost Valuation

Please refer to the policy for specific terms, conditions, limitations, and exclusions.

* Quotes for ICC are Available Upon Request:

*ICC: Increased Cost of Construction — When covered structure is wind/hail damaged and when required by enforcement of any ordinance & laws, pays increased costs incurred to:

- Demolish, rebuild or repair wind/hail damaged part of structure to current building codes;
- Demolish and rebuild undamaged part of covered structure if required due to wind/hail damage of structure;
- Remove or replace portion of undamaged part of structure necessary to repair or replace damaged part.
- Increased Cost of Construction to meet current windstorm building codes needed to maintain wind insurance through TWIA.

Certain structures such as signs, fencing, flag poles, light poles or outbuildings are not covered unless specifically listed and premium paid.

** Notice regarding values: We are pleased to assist you with your own final determination of the values you decide to insure.

Texas Windstorm Insurance Association (TWIA) / National Flood Insurance Program (NFIP) - State & Federal programs with uniform rates. Differences in premiums from different agents indicate a difference in coverage and/or rating information. Contact us for an explanation.





FLOOD

INSURANCE

Company:

Wright National Flood Insurance Company

Policy Term:

8/31/2020 to 8/31/2021

Premium:

\$10,995.00

Rates are not guaranteed. They are set by the company and subject to change.

Location: 1110 Moody, Galveston, TX 77550				
Building Value	Building Deductible	Contents Value	Contents Deductible	Premium
\$0	\$0	\$450,000	\$1,500	\$9,285.00

Covers:

Flood...Rising water

Actual Cash Value Basis

Deductibles Apply Separately to building & its contents

A separate policy is required for each building or structure

Important Limitations & Exclusions:

Coverage for building and personal property below the lowest elevated floor of an elevated structure is *limited* for structures built or substantially improved after December 31, 1974 (Post-Firm).

Included Federal Policy Service Fee is Not Refundable.

30 Day Waiting Period (from date of application & payment to company) for policy to become effective if flood insurance is not required by Mortgage Company

* Notice regarding values: We are pleased to assist you with your own final determination of the values you decide to insure. Please refer to the policy for specific terms, conditions, limitations, and exclusions.

Texas Windstorm Insurance Association (TWIA) / National Flood Insurance Program (NFIP) - State & Federal programs with uniform rates. Differences in premiums from different agents indicate a difference in coverage and/or rating information. Contact us for an explanation.





UMBRELLA LIABILITY

INSURANCE

Company:

Philadelphia Insurance Company

AM Best Rating:

A++ XV

Policy Term:

8/01/2020 to 8/01/2021

Premium:

\$1,320,00

Rates are not guaranteed. They are set by the company and subject to change.

LIMITS OF LIABILITY

Each Occurrence Limit

\$1,000,000

Personal & Advertising Injury Limit

\$1,000,000 Any one person or organization

Products Completed Operations Aggregate Limit

\$1,000,000

General Aggregate Limit (except with respect to Auto Liability

\$1,000,000

and Products Completed Operations)

Self-Insured Retention:

\$10,000

Important Exclusions:

(others may apply)

Asbestos, Lead Liability Disclosure Notice, Directors and Officers Liability, Employers Liability (Stop Gap), Abuse or Molestation, Watercraft, Fungi or

Bacteria, Medical Professional Liability, Access or Disclosure of Confidential Info w/ Exception, Recording and Distribution of Material Info in Violation of the Law. Following form for Professional, Auto. and Employee Benefits, Cyber

Liability excl, Per location Aggregate excl, Limit of insurance excl clause.

UNDERLYING COVERAGE REQUIREMENTS:

General Liability:

\$ 1,000,000

Each Occurrence

\$ 2,000,000

General Aggregate (Other than Products & Completed Operations)

\$ 2,000,000

Products & Completed Operations Aggregate

\$ 1,000,000

Personal & Advertising Injury Limit

Employee Benefits Liability:

\$ 1,000,000

Each Claim

\$ 1,000,000

Aggregate

Business Automobile:

\$ 1.000,000

Each Accident

Professional Liability (per occurrence):

\$ 1,000,000

Each Professional Incident

\$ 1,000,000

Aggregate

Notice of Additional Available Limits:

This proposal includes a quote for Umbrella Liability Coverage. This is excess and additional coverage over your Automobile, General Liability, and Employer's Liability underlying policies (if carried). Umbrella coverage begins at \$1 Million and may be purchased in any limit of coverage in excess of \$1 Million.

Only you know your real exposures. You should consult with your attorney and determine your potential liability exposure and request a quote for coverage that will cover this exposure. GIA cannot and does not make policy limit recommendations.



ACCIDENT COVERAGE

INSURANCE

75INCE 1890

Company: Hartford Life and Accident Insurance Company

AM Best Rating:

Policy Term: 08/01/2020 to 08/01/20210

A XIV

Premium: \$1,326.00

Number of Students: 120 Number of Teachers: 33

INSURED PERSON means any person who is:

- (1) a registered full-time student of the Policyholder: or
- (2) a registered part-time student of the Policyholder, or
- (3) a teacher of the Policyholder; or
- (4) a supervisor of the Policyholder or of activities sponsored by the Policyholder.

COVERED ACTIVITIES means

exclusions.

This policy covers each Insured Person during the policy period while he or she is:

- (a) supervising or participating in childcare / preschool sponsored by the Policyholder while on the Policyholder's premises or premises designated by the Policyholder and under the direct supervision of the Policyholder; or
- (b) traveling with a group in connection with such activities under the direct supervision of the Policyholder, or
- (c) traveling directly to or from the activities and his or her home or lodging place.

BENEFITS AND AMOUNTS

\$1,000.00

Accidental Death Benefit	Principal Sum:	\$5,000.00
Accidental Dismemberment Benefit	Principal Sum:	\$10,000.00
Paralysis and Coma Benefit	Principal Sum:	\$35,000.00
Accident Medical Expense Benefit	Maximum Benefit:	\$25,000.00
	Deductible Amount:	50.00

Please note, each policy is different. Please refer to the policy for specific terms, conditions, limitations, and

Maximum Dental Limit:



DIRECTORS AND OFFICERS LIABILITY

INSURANCE

751NCE 1893/

Company:

Great American Insurance Company

AM Best Rating:

A XV

Policy Term:

08/01/2020 to 08/01/20210

Premium:

\$3,063.00

Quote Options

			Retentions (D&O /	Fiduciary
D&O Limit	EPL Limit	Fiduciary Limit	EPL)	Туре
\$2,000,000	\$2,000,000		\$2,500	

\$100,000 Cyber Option

\$50,000 Social Engineering Option (requires the additional purchase of the Cyber option above)

NON-PROFIT COVERAGE LIMITS /SUBLIMITS OF LIABILITY

FLSA Defense Sublimit	\$500,000
Donor Data Loss Crisis Fund Sublimit	\$10,000
Additional A-side Limit	\$250,000
Terrorism Travel Reimbursement Funds	\$50,000
Workplace Violence Counseling Fund	\$50,000
Incident Crisis Fund	\$50,000
Telephone Consumer Protection Act Sublimit	\$100,000

PRIOR AND PENDING LITIGATION DATES

D&O	6/20/2016
EPL	6/20/2016
Fiduciary	T.B.D.

OPTIONAL COVERAGE

ADDITIONAL PREMIUM OPTIONS

\$100,000 Workplace Violence Option \$149

^{*}Please let us know if you would like to add Workplace Violence Cvoerage



ENDORSEMENTS

D0046TX

POLICYHOLDER NOTICE TEXAS POLICYHOLDER NOTICE TEXAS

D16047TX

TEXAS AMENDATORY ENDORSEMENT

This is an endorsement which the state of Texas requires us to include. The bodily injury, property damage exclusion intro is changed to read it applies to any Claim made against "the" Insured versus "any" Insured. Also, the endorsement notes that we must give you 10 days notice prior to canceling a policy due to nonpayment of premium and notes that if we do not give you at least 60 days notice for non-renewal then the policy terms will remain in effect until the 61st days after we do give you notice.

D16548

SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS Law firms are increasingly using the Telephone Consumer Protection Act to target the fundralsing activities of nonprofits. We are providing a \$100,000 sublimit of coverage for Claims related to this act. The sublimit includes coverage for Costs of Defense and assessed penalties, where insurable.

D16712 (13)

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

Congratulations! You qualified to receive the Great American Eagle Endorsement. This endorsement seeks to address exposures that are relevant in an unstable world. Coverage includes 1. Additional A-side Limit. 2. Assistance with Emergency Travel Expenses for a Director or Officer in the event of a terror act. 3. Counseling for employees in the event of a workplace violence act. 4. Reimbursement to pay for a public relations firm in the event of an accident that causes the serious injury or death of 3 or more people. 5. Costs of Defense sublimit for breach of employment contract claims. 6. 100% Costs of Defense allocation. In addition to other features, this endorsement also makes the Employment Practices coverage (if purchased) primary if another insurer also provides you with such coverage..

D16714TX (6)

MOLESTATION AND ABUSE EXCLUSION

Excludes claims involving physical abuse or molestation, as well as allegtions of negligent hiring, retention or reporting relating to such abuse or molestation.

DTCOV

COVERAGE FOR ACTS OF TERRORISM

In accordance with federal law, this endorsement caps certain payments by insurance companies when a certified act(s) of terrorism is in excess of \$100 billion occur in a single calendar year.

IL7324

ECONOMIC AND TRADE SANCTIONS CLAUSE

As required by the U.S. Treasury Department, we are prohibited from providing insurance when trade or economic sanctions are applicable.



PREMIUM COMPARISON

Rates are not guaranteed. They are set by the company and subject to change

Coverage	Proposed Annual Premium	Expiring Premium
Property	\$5,638.51	\$4,625.25
Liability Package (General Liability, Commercial Auto, Employee Benefits, Abuse or Molestation, Professional Liability Included)	\$8,535.00	\$7,649.00
Windstorm & Hail	\$8,545.00	\$6,626.00
Flood	\$10,995.00	\$9,173.00
Accident	\$1,326.00	\$1,014.39
Umbrella	\$1,320.00	\$1,272.00
Directors & Officers	\$3,063.00	
TOTAL ESTIMATED ANNUAL PREMIUM	\$39,422.51	\$30,407.64

Payment Terms: In Full or Premium Finance - See Invoice for breakdown

*Premiums quotes shown are based on information provided by you or by others on your behalf. Any changes to exposures, limits or coverages may result in a change in rates.

This presentation does not constitute coverage. You must sign and return all required documentation along with payment for the premium amount due before a request for coverage can be made to the Insurance Company.



INVOICE

All premiums payable on or before effective date of policy.

ACCOUNT NO. / DATE 00028468 / July 24, 2020

Moody Early Childhood Center 2628 Broadway Galveston, TX 77550

> \$_____ PAYMENT ENCLOSED

PROPOSED	PROPOSED			
EFFECTIVE	EXPIRATION	QUOTE / POLICY #	DESCRIPTION AMOUN	
DATE	DATE			
8/1/2020	8/1/2021	TBD	Directors and Officers	\$3,063.00
8/1/2020	8/1/2021	TBD	Commercial Property	\$5,638.51
8/1/2020	8/1/2021	TBD	Windstorm & Hail	\$8,545.00
			Finance Agreement Down Payment 10 Months at \$1,353.10	\$4,311.63
08/01/2020	08/01/2021	TBD	Liability Package	\$8,535.00
08/01/2020	08/01/2021	TBD	Umbrella	\$1,320.00
			Down Payment 9 Months equal payments thereafter	\$2,500.00
08/31/2020	08/31/2021	TBD	Flood	\$10,995.00
08/01/2020	08/01/2021	TBD	Accident	\$1,326.00
			PLEASE MAKE CHECK PAYABLE TO GIA	
			d documents must be returned to GIA age can be made to the Insurance Company	
			TOTAL ESTIMATED AMOUNT DUE	\$19,132.63

Thank you for your payment. We greatly appreciate your business!



CARRIER RATINGS

A.M. BEST FINANCIAL STRENGTH RATING

Best's Rating consists of Rating Classification and Financial Size Category. The Rating Classification assesses Company's overall performance and ability to meet its respective policyholder and other contractual obligations. The Rating Classifications are shown below:

Rating Classification	Ability	"Not Assigned" Classification	Explanations
A++, A+	Superior	NA – I	Special Data Filing
A, A-	Excellent	NA – 2	Less than Minimum Size
B++, B+	Very Good	NA – 3	Insufficient Operating Experience
B, B-	Adequate	NA – 4	Rating Procedure Inapplicable
C++, C+	Fair	NA – 5	Significant Change
C, C-	Marginal	NA – 6	Reinsurance by Unrated Reinsurer
D	Very Vulnerable	NA – 8	Incomplete Financial Information
Е	State Supervision	NA – 9	Company Request
F	In Liquidation	NA - 11	Rating Suspended

The Financial Size Category of Best's Rating examines the Company's financial strength. The financial Size Category accounts for the Company's equity, or Policyholder Surplus available to meet policy holder obligations. The categories are as follows:

Class	Range in 000's	Class	Range in 000'S
I	Up to 1,000	IX	250,000 to 500,000
II	1,000 to 2,000	X	500,000 to 750,000
Ш	2,000 to 5,000	XI	750,000 to 1,000,000
IV	5,000 to 10,000	XII	1,000,000 to 1,250,000
V	10,000 to 25,000	XIII	1,250,000 to 1,500,000
VI	25,000 to 50,000	XIV	1,500,000 to 2,000,000
VII	50,000 to 100,000	XV	2,000,000+
VIII	100,000 to 250,000		





COINSURANCE

WHAT DOES CO-INSURANCE MEAN?

A policy may contain a co-insurance provision requiring that the limits of insurance be a minimum percentage (usually 80%) of the insurable value of your property. If the limits of your policy are less than what is required by this provision, then any claim payment made to you may be reduced by the same percentage as the deficiency.

EXAMPLE

Property Value = \$ 100,000 Insurance Required = \$ 80,000 Insurance Carried = \$ 60,000 Amount of Loss = \$ 10,000

Since the amount of insurance carried is 25% less than the amount required (\$80,000 as shown above), then any loss paid to you by the insurance carrier would be reduced by 25%. Below is an example of how the amount paid would be calculated.

CO-INSURANCE CALCULATION

Insurance Carried (\$60,000)
Insurance Required (\$80,000)
= .750 (percentage of the loss to be paid)

Amount of Loss = (\$10,000) X .750 (the percentage paid) = \$7,500.

Based on the above example, you would be paid \$7,500 minus any deductible that applies.

**Notify your agent immediately when you have a substantial increase in the value of your building or contents in order to avoid any possible co-insurance penalties.



ABOUT US

GIA is the oldest Independent Insurance Agency in Galveston county, servicing Texas since 1892.

As an Independent Insurance Agency, GIA represents a multitude of insurance companies and brokers. We shop the market in order to offer you the best combination of coverage with premium savings in mind.

GIA's Home Office is on Galveston Island and the Agency has survived every hurricane by providing reliable, professional service before and after each storm.

Currently, GIA has offices in Galveston and Friendswood.

We are a proud partner of the Insuror's Group, ranking 9th in the US in privately-held Independent Property and Casualty agencies.

GIA is a Full Service Independent Insurance Agency with the following departments:

Commercial Lines

- Property
- General Liability
- Windstorm
- Flood
- Worker's Compensation
- Business Auto
- Excess Liability
- Data Breach
- Bonding
- Directors & Officers Liability
- Professional Liability
- Cyber Liability / Data Breach

Personal Lines

- High Value Homeowner Program
- Homeowners
- Windstorm
- Flood
- Auto
- Umbrella Liability
- Boats/Yachts
- Valuable Property
- Identity Theft

Life & Health

- Individual/Family
- Large Group
- Small Group
- Employer Sponsored Health Plans
- Dental
- Vision



POLICIES FOR SCHOOL CLOSURE

The Moody Early Childhood Center will follow Galveston ISD school policies listed below for school closures. The role of the Superintendent in the policies will be performed by the Executive Director or the designee.

EB (LEGAL)

School Start Date

A district may not begin instruction for students for a school year before the fourth Monday in August unless the district operates a year-round system (see below). A district may not receive a waiver of this requirement.

Exceptions

A district that does not offer each grade level from kindergarten through grade 12 and whose prospective or former students generally attend school in another state for the grade levels the district does not offer may instead start school on any date permitted under the law of the other state.

A district with a student enrollment of 190,000 or more may begin instruction for students for a school year on or after the first Monday in August at a campus or at not more than 20 percent of the campuses in the district if:

- The district at the beginning of the school year provides, financed with local funds, days of
 instruction for students at the campus or at each of the multiple campuses, in addition to
 the minimum number of days of instruction required under Education Code 25.081;
- 2. The campus or each of the multiple campuses are undergoing comprehensive reform, as determined by the board; and
- 3. A majority of the students at the campus or at each of the multiple campuses are educationally disadvantaged.

Education Code 25.0811

Length of School Year

Each school year, a district shall operate for at least 75,600 minutes, including time allocated for instruction, intermissions, and recesses for students.

Exceptions

The commissioner may approve the operation of schools for fewer than the number of minutes specified above when disaster, flood, extreme weather conditions, fuel curtailments, or other calamities have caused the closing of schools.

If the commissioner does not approve reduced operation time, a district may add additional minutes to the end of the district's normal school hours as necessary to compensate for minutes lost due to school closures caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity.

Education Code 25.081 Last Day of School

A district may not schedule the last day of school for students for a school year before May 15. However, a district that does not offer each grade level from kindergarten through grade 12 and whose prospective or former students generally attend school in another state for the grade levels the district does not offer may schedule the last day of school on any date permitted under Texas law or the law of the other state. *Education Code 25.0812* Optional Flexible Year Program

To enable a school district to provide additional instructional days for an optional extended year program [see EHBC], the school district may, with the approval of the commissioner, provide a number of days of instruction during the regular school year that is not more than ten days fewer than 180 days. *Education Code 29.0821(b)(1)*

No Instruction on Memorial Day

A district may not provide student instruction on Memorial Day. If a district would be required to provide student instruction on Memorial Day to compensate for minutes of instruction lost because of school closures caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity, the commissioner shall approve the instruction of students for fewer than the required number of minutes. *Education Code 25.081(f)* Reduction of Funding

The commissioner may proportionally reduce the amount of funding a district receives under Education Code, Chapters 41, 42, or 46 and the average daily attendance calculation for the district if the district operates on a calendar that provides fewer minutes of operation than required. *Education Code 25.081(f)*

Exemption

A school district is exempt from the minimum minutes of operation requirement if the district's or program's average daily attendance is calculated in the manner provided below. *Education Code 25.081(e)*

A district or charter school is eligible to earn full average daily attendance if the district provides at least 43,200 minutes of instructional time to students enrolled in:

- 1. A dropout recovery school or program operating under Education Code 12.1141(c) or Education Code 39.0548;
- 2. An alternative education program operating under Education Code 37.008;
- 3. A school program located at a day treatment facility, residential treatment facility, psychiatric hospital, or medical hospital;
- 4. A school program offered at a correctional facility; or
- 5. A school operating under Education Code 29.259.

Education Code 42.005(i)

Year-Round Schools

A district may operate its schools year-round on a single or a multi-track system. If it adopts a year-round system, it may modify:

- The number of contract days of employees and the number of days of operation, including any time required for staff development, planning and preparation, and continuing education, otherwise required by law.
- 2. Testing dates, data reporting, and related matters.

- 3. The date of the first day of instruction of the school year under Education Code 25.0811 for a school that was operating year-round for the 2000–01 school year.
- 4. Students' eligibility to participate in extracurricular activities when their calendar track is not in session.

Education Code 25.084

EB (LOCAL)

School Closure

The Board delegates to the Superintendent the authority to close schools for reasons of public health and safety.

DEA (LOCAL)

Pay during Closing

During an emergency closure, all employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools.]

Premium Pay during Disasters

Exempt and nonexempt employees who are required to work during an emergency closing for a disaster, as declared by a legally authorized federal, state, or local official or the Board, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

MECC SCHOOL CLOSING PROCEDURES

COMMUNICATION

Moody Early Childhood Center will follow the Galveston Independent School District for districtwide school closings. The superintended or designee will contact the MECC Executive Director regarding all safety issues that may result in a school closure. The MECC Executive Director or designee will notify the President of the Board of Directors, the appropriate state agencies, and the families. We will use our student management application and email to create texts, emails, announcements, and notifications will be sent with as much advanced notice as possible.

However, safety and learning are paramount to MECC, and factors may cause the cancellation or reduction of school hours independent of the public-school system. In the event of a shutdown due to pandemic illness, MECC will work in close collaboration and coordination with local health officials to make dismissal and large event cancellation decisions. Schools are not expected to make decisions about dismissal or canceling events on their own. School dismissals and event cancellations may be extended if advised by local health officials. The nature of these actions (e.g., geographic scope, duration) may change as the local outbreak situation evolves.

In this instance, the MECC Executive Director or designee will coordinate with local health officials to communicate dismissal decisions and any possible exposure.

- This communication to the school community should align with the communication plan in the school's emergency operations plan.
- Plan to include messages to counter potential stigma and discrimination.
- In such a circumstance, it is critical to maintain confidentiality of the student or staff member as required by the Americans with Disabilities Act and the Family Education Rights and Privacy Act.

The MECC Executive Director will immediately notify the President of the Board of Directors, district superintendent and Board President, the appropriate state agencies, and the families. We will use our student management application to create texts, emails, and announcements and notifications will be sent with as much advanced notice as possible. If the school or parts of the should need to have an immediate closure, families will be notified by phone, texts, and emails.

SPECIAL BOARD MEETING

Once the determination of a complete facility shutdown is made, MECC will call a Special Board Meeting within four (4) business days of the closure. Items to be reviewed/determined include, but not limited to closure procedures, reopening plan, available finances resources, and staff pay.

In the case of a school closure, staff members scheduled for and attending work at the time of the closure will be paid full salary for the closure period up to a maximum of two weeks. If the closure extends beyond two weeks, the MECC Board of Directors in consultation with the Executive Director will

decide on salary payments to staff. Considerations to determine continuation of staff pay may be determined including, but not limited to the following criteria:

- Available Finances
- Pandemic Pay
- Contracted personnel
- Staff actively scheduled to work
- Time off available (Paid Time Off (PTO), etc.)

If a staff member is on leave at the time of closure, that staff member will receive salary payment only to the extent that his or her return to full-service falls within the two-week guaranteed salary pay period. That salary will be pro-rated based on the point in time during the initial closure period that the staff member is scheduled to return to work.

CONTINUITY OF EDUCATION

- Review continuity plans, including plans for the continuity of teaching and learning.
 Implement e-learning plans, including digital and distance learning options as feasible and appropriate.
- Determine, in consultation with school district officials or other relevant state or local partners:
 - o If a waiver is needed for state requirements of a minimum number of in-person instructional hours or school days (seat time) as a condition for funding;
 - How to convert face-to-face lessons into online lessons and how to train teachers to do so;
 - How to triage technical issues if faced with limited IT support and staff;
 - How to encourage appropriate adult supervision while children are using distance learning approaches; and
 - How to deal with the potential lack of students' access to computers and the Internet at home.

CONTINUITY OF RESOURCES (MEALS, MEDICAL, SOCIAL SERVICES, ETC.)

MECC will continue to coordinate with other local agencies to provide necessary services for children needing resources, with special healthcare needs, and will work with the state Title V Children and Youth with Special Health Care Needs (CYSHCN) Program.

Strategies to continue the distribution of food and other necessities for students and their families will be implemented. If there is community spread, MECC will design strategies to avoid distribution in settings where people might gather in a group or crowd. Consideration of options such as "grab-and-go" bagged lunches or meal delivery.

RE-OPENING OF FACILITY

MECC will follow GISD guidance for re-opening after a district-wide school closure.

During school dismissals for a pandemic closing (after cleaning and disinfection), MECC may stay open for staff members (unless ill) while students stay home to:

- a) allow teachers to develop and deliver lessons and materials remotely, thus maintaining continuity of teaching and learning; and
- b) allows other staff members to continue to provide services and help with additional response efforts.

Decisions on which, if any, staff should be allowed in the school should be made by the MECC administrative staff in collaboration with local health officials.

The District Superintendent and/or Executive Director will seek guidance from local health officials and other state agencies, to determine when students and staff should return to schools and what additional steps are needed for the school community. In addition, students and staff who are well but are taking care of or share a home with someone with an infectious case should follow instructions from local health officials to determine when to return to school.