Appendix C- Sample WV Universal Pre-K Collaborative Contract

Sample WV Universal Pre-K Collaborative Contract

(*This contract is an example, meant for illustrative purposes only. This sample is not intended to prescribe approaches or limit collaborative flexibility and creativity. It does not include all potentially applicable key areas. Appendix B: The Collaborative Contract Checklist is another tool to assist in development of collaborative contracts.)*

COLLABORATIVE CONTRACT BETWEEN

THE COUNTY BOARD OF EDUCATION

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This contract is being proposed in order to implement \_\_\_\_\_\_\_\_\_\_county’s Pre-K Plan for the \_\_\_\_\_\_\_\_\_\_ school year. Through this collaborative contract, \_\_\_\_\_\_\_\_\_\_ will offer a Pre-K Program for four-year-olds this coming school year. The total cost of this collaborative contract is $\_\_\_\_\_\_\_\_\_\_ and will be paid with county school funds budgeted for Pre-K contractual fees. The county will be able to count the children attending this program in the October enrollment, thus returning to the county funding to continue the program in future years.

**WV Universal Pre-K Collaborative Contract**

This CONTRACT, effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between COUNTY BOARD OF EDUCATION ((“The Board”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“The Provider” or “The Center”).

**WITNESSETH**

**WHEREAS**, The Provider operates a pre-school center for 4-year-olds and 3-year-olds with disabilities, as eligible, and,

**WHEREAS**, the parties have agreed to collaborate in the delivery of pre-k services for up to (number of children) children at the \_\_(name of site/classroom)\_\_\_\_\_\_\_\_\_\_\_\_\_, which will be known as a WV Pre-K Site, and,

**WHEREAS**, The Board will contract with The Center to provide one teacher, one aide, and sufficient supplies for each WV Pre-K classroom.

**NOW, THEREFORE**, both parties agree to the following terms and conditions:

1. **DUTIES OF THE PROVIDER**
2. **Services:** The Provider will assure the following:
3. The Provider will operate at its Center one (1) licensed pre-k classroom. The Center will serve eligible children and provide services identified in WV Rule 126CSR28 once enrolled in the program in accordance with the county universal enrollment process.
4. The provision of a classroom space appropriately equipped to meet the needs of up to \_\_\_(number of children)\_\_\_\_\_\_\_\_\_\_\_\_\_\_ pre-k enrolled children with learning centers designed to support early literacy, early numeracy and language development
5. The provision of two staff members per classroom as specified in WV Policy 2525.
6. The WV Pre-K Program will operate from (beginning day of the week) through (ending day of the week) each week of the County School Calendar beginning for student’s \_\_\_(start date) and ending \_\_\_(end date) . Hours for students will be from \_\_\_(beginning time)\_\_\_ to \_\_\_\_(ending time)\_\_\_\_\_. Families will not be charged for services during the designated pre-k schedule.
7. The Provider will maintain attendance logs and provide The Board with the information necessary to ensure The Board can maintain student records on the WVEIS system through Elementary School, as reflected in the county pre-k attendance policy.
8. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
9. Ensure implementation of the curriculum when chosen by the county pre-k curriculum committee.
10. Ensure implementation of the West Virginia Pre-K Standards (ages 3-5).
11. The utilization of inclusive practices when enrolling children, including children with disabilities, and children whose primary language is not English as well as children of low socioeconomic status.
12. Ensure that the daily schedule includes a minimum of one hour of outdoor activity daily as a part of the curriculum.
13. Serve meals in a setting that encourages socialization and self-help skills, where the children and staff members are seated together when eating, and classroom staff members provide supervision and encourage positive eating habits and conversation.
14. Ensure the utilization of the WV Early Learning Reporting System: Pre-K as part of the formative assessment process, including completion of all required progress checkpoints.
15. Individual student portfolios shall be maintained by The Provider to document the progress of individual students.
16. Participate in the writing of IEP’s with The Board.
17. Participate in the county’s pre-k continuous quality improvement process as determined by the county collaborative early childhood team.
18. **Enrollment:** The Provider will assure the following:
	1. The Provider will enroll not less than \_\_\_\_(number of children) children eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.
	2. Utilize a universal application form and enrollment process for eligible children, as established by the county collaborative early childhood team.
	3. Ensure ongoing communication related to enrollment into pre-k, WVEIS, and dis-enrollment.
	4. Parents/guardians have appropriately immunized the student as defined by the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and recommended by WVDHHR, located at http://www.wvdhhr.org/immunizations/pdf/Pre-K\_Vacc\_Chart\_final.pdf. Children that are not fully immunized may be provisionally enrolled providing a plan has been developed to assure full immunization, but may not enter WV Pre-k classrooms until they have received the first dose of each required vaccine.
	5. Enrollment requirements and records, including medical, disability, and dental, are maintained according to the established county process.
19. **Family Involvement:** The Provider will assure the following:
20. All families with students participating in the WV Pre-K Program will be provided with at least two parent/guardian/family face-to-face conferences for each student enrolled in the WV Pre-K Program with the teacher of the WV Pre-K Program.
21. The Provider will implement the county transition plan to ensure the smooth transition of children from the WV Pre-K Program into kindergarten settings, involving families in transition planning.
22. Parents/guardians/family members will be encouraged and welcomed to participate actively in decision-making about their child’s education and care.
23. Parents/guardians/family members will be encouraged to observe and participate in group activities.
24. **Staffing:** The Provider will ensure the following:
25. The classroom will be staffed by a teacher that meets the certification requirements outlined in West Virginia Policy 2525 for teachers working in the WV Pre-K Program.
26. The classroom aide will meet the requirements of WVBE Policies 5202 and 2525 and hold a current temporary or permanent Early Childhood Classroom Assistant Teacher Authorization.
27. The Provider will submit copies of teacher certification/authorization and Early Childhood Classroom Assistant Teacher authorization to the county pre-k coordinator with the collaborative contract.
28. The staff will participate in at least fifteen (15) hours of staff development training that have been mutually agreed upon by The Provider and The Board as meeting the requirements of WV Policy 2525, based on needs reflected in the continuous quality improvement process.
29. Establish and maintain open communication is maintained regarding pre-k program policies and procedures.
30. The Provider shall orient students and their families with respect to policies, procedures, rules, and regulations of the Center and County Pre-K policies and procedures applicable to the Center.
31. The staff will be evaluated and disciplined by The Provider.
32. **Transition:** The following activities will take place to assure smooth transitions for children moving into pre-k and from the WV Pre-K Program to kindergarten:
33. Conduct transition activities with families in accordance with the county pre-k transition plan.
34. The WV Pre-K teacher shall conduct activities throughout the year to orient children to kindergarten settings, including visitation of students to an elementary school prior to the end of the school year.
35. The WV Pre-K teacher shall share data gathered and maintained about individual students relative to their progress throughout the year with the student’s receiving a kindergarten teacher prior to the close of the school year through the ELRS: Pre-K.
36. Follow policies and procedures for the transition of children with IEPs into and out of the WV Pre-K to ensure compliance with state and federal requirements.
37. **Health and Safety:**
	1. Participate in completion of the WV Universal Pre-K Health and Safety Checklist within 45 days of the first day of school. Complete necessary steps to correct issues identified in the process according to corrective action steps.
	2. The Provider shall provide first aid to students in the event of an injury or illness that occurs while students are on The Provider’s premises.
38. **Proof of Insurance:** Upon request by The Board, The Provider shall submit proof of insurance coverage relative to any harm to participating students or The Board’s staff that may arise due to acts of omissions of The Provider, its employees or agents. The Center agrees to indemnify and hold harmless The Board from any and all liability in conjunction with the administering of the program by The Center.
39. **Confidentiality of Records:** The Provider shall ensure all educational and other records; either received from The Board or formulated during the (school year) school year will be confidential.
40. **Invoices:** The Provider will invoice The Board in ten monthly installments for the cost of providing the WV Pre-K Program beginning (beginning month) and ending in ten equal installments of \_\_(ending month)\_\_.
41. **DUTIES OF THE BOARD**
42. **Staff:** The following provisions apply to the employment of staff by The Provider for the WV Pre-K Program:
43. The Board shall ensure the teacher selected by The Provider meets the state’s certification standards and will maintain on file the credentials of The Provider’s selected teacher.
44. The Board will help provide sufficient funds for staff of the WV Pre-K Program to attend County Staff Development Programs as required per West Virginia Policy 2525.
45. **Services:**
	1. The Board will conduct developmental and speech/language screening for all children enrolled in the WV Pre-K Program prior to \_\_(deadline date) .
	2. The Board shall conduct evaluations of individual students in compliance with WV Policy 2419, unless The Provider has an individual certified to perform such evaluations.
	3. The Board will provide sufficient funds for curriculum materials to The Provider’s program to meet the standards of a WV Pre-K Program. Costs are not to exceed $ \_(maximum cost)\_.
	4. The Board will provide transportation to Elementary Special Needs Program to preschool students with disabilities if it is so noted on the student’s IEP.
	5. The Board will help provide both breakfast and lunch for children attending the WV Pre-K Program utilizing USDA guidelines.
46. **Transition:** The county pre-k transition plan, including the following activities, will be utilized to ensure the smooth transition of students from WV Pre-K Program to Kindergarten:
47. Provide an orientation session for entering kindergarten students at an elementary school to facilitate transition.
48. Release designated kindergarten teachers to observe the WV Pre-K Program and participate in the planning of the transitioning process.
49. Provide staff development jointly for WV Pre-K teachers.
50. **Contract Amount:** The contracted amount for all personnel costs, curriculum materials, and utilities for the (school year) school year will not exceed $ (maximum amount) which is to be invoiced monthly. This amount represents the cost of providing the WV Pre-K Program at this site.
51. **GENERAL TERMS**
52. **Assignment:** Neither party shall assign, transfer or otherwise change the Contract or any right or duty created hereunder without the prior written consent of the other party.
53. **Termination of Contract:** Either party may terminate this Contract upon Thirty (30) days written notice.
54. **Term:** The term of this Contract shall be for a period commencing on (beginning date) and ending (ending date) .
55. **Modification:** The parties may mutually amend this Contract. Any Amendments shall be placed in writing, signed by both parties and attached hereto. One additional classroom of 4-year-olds may be added to this contact with additional, similar funding.
56. **Impasse/Dispute resolution:** Either party may initiate the county impasse process to address any disputes among the partners. Either party may choose to request a mediator to assist in dispute resolution.
57. **Entire Contract:** This Contract, including all attachments, embodies the entire contract of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, or appendix, the terms of this Contract shall prevail. There are no promises, terms, conditions or obligations other than those contained herein, and this Contract supersedes all previous communications, representations or contract, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, this CONTRACT has been executed by the parties by their duly authorized representatives as of the date first set forth above.

THE BOARD OF EDUCATION OF THE COUNTY OF

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director