



West Virginia Universal Pre-K Partnerships Collaborating with Community Programs

Funding, Contracts and Budgets

Revised January 2012



**WEST VIRGINIA BOARD OF EDUCATION
2011-2012**

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Partnering with Community Programs

Research has documented that high quality early education experiences; teacher continuity; continuity of care; and other social and health services support children's optimal development and well being. Many families want to provide early learning opportunities for children but also need arrangements that fit parents' work schedules. The challenge becomes how to design programs that work for families in terms of hours; provides quality early education experiences; and does not move children around between different programs.

Creating linkages and embedding WV Pre-k into community programs is critical to supporting working families and improving children's school readiness. Additionally, use of available early care and education resources in a community is more efficient in times of shrinking resources. Constructing mutually respectful partnerships between community-based early care and education programs and public schools can result in programs that provide quality early education as well as insure that communities can continue to support working families.

It is critical to the success of WV Pre-k and to our communities to design WV Pre-k programs that use and enhance all early care and education resources in a community. An important strategy to accomplish this is to identify existing providers that either qualify or could qualify with support to provide pre-k services and give families additional options for pre-k services. Program spaces in these existing programs can be enhanced to provide services to children already in the system that meet the standards of WVBE Policy 2525 and to serve new children where space exists. Some community programs will already meet the quality standards and others will need support to meet the expectations. The approach of examining existing providers should be utilized in communities in lieu of creating new programs if possible. New slots/programs can then be created where existing programs are not available.

Funding – Child Care

There are two primary means of funding for childcare centers:

Parent Tuition - Families are responsible for paying costs of childcare. A provider's income is limited by what they are able to charge privately paying families. Each center has different policies on how charges are applied. The community served by the center must be examined in light of payment policies to consider how this funding stream can impact WV Pre-k classes embedded in childcare centers. Collaborative teams targeting the success of all partners must consider the individual issues of their partner centers concerning payment policies.

Child Care and Development Fund (CCDF) Federal CCDF funds are made available to states to assist low-income families in obtaining and paying for child care so they can work or attend education/training. Actual services are provided by a provider chosen by the parents, typically through private, for-profit or non-profit entities. Reimbursement rates are set by the state based on a survey of what providers' charge privately paying parents. Providers may receive a maximum payment for each child that potentially and often does not represent the actual costs to a specific provider. Child care subsidy provides a service for parents rather than a developed program for children.

Overall, providers are limited in available income by what they can charge privately paying families and the state-established reimbursement rates for children receiving subsidies. Income is dependent on enrollment. A decrease in enrollment can significantly impact centers ability to operate. In many cases neither the tuition that families pay nor the reimbursement rates through subsidy payments provides centers with adequate income to meet high quality standards. Additional supports and resources are necessary to attain, in particular, the costs of employing and retaining highly qualified staff and to manage the group size and staff/child ratios that generally enable quality early education experiences.

WVBE Policy 252 - 5§126-28-15. *Financing.*

15.5. *WV Pre-k classrooms that provide services to eligible children that can be counted in the county school aid funding formula, must be provide those services at no cost to the parent/guardian of the children, including all instructional activities and field trips.*

15.6. *In child care, pre-k is an enhancement to the regular program during the designated pre-kindergarten hours. Since pre-k under this policy is part of a free public education, parents/guardians shall only be charged for those hours outside the pre-k designated time. Support for child care centers to offer free public education shall be a part of the contract between the center and LEA.*

15.7. *The LEA shall provide sufficient assistance/funding to a collaborative community partner to enable the partner to offer services that meet this policy at no cost to parents and at no deficit to the program. In calculating costs and resources, the county collaborative team should consider a number of issues and cost, such as personnel, facility, materials and furniture, current budgets, needed improvements, and professional development.*

Funding - Head Start

Head Start Funding - Head Start programs are funded through a grant from the federal government directly to local agencies. Eligibility for Head Start is based on family income, age of the child, and/or special needs. In West Virginia there are currently 21 Head Start grantees which provide service to all 55 counties. Head Start programs must meet the federal Head Start Performance Standards, as well as, the requirements of WVBE Policy 2525 to participate in the WV Pre-k System. When collaborating with Head Start, programs must be knowledgeable of the performance standards and work to insure compliance with those requirements, as each collaborative classroom is included in Head Start federal monitoring.

WVBE Policy 252 - 5§126-28-6. *Collaboration and the County Plan.*

6.10.1. *In collaborative classrooms where community partners have regulations such as the Head Start Performance Standards or WVDHHR Child Care Licensing, these regulations shall apply in addition to WVBE Policy 2525.*

Funding in Relation to WV Pre-k Collaborative Classrooms

Each county and community program must use the collaborative team to examine individual situations to design collaborative classrooms. There is no one right or wrong way to develop classrooms in partnership with community programs; however, the following general guidelines are helpful for collaborative teams:

- **CCDF Subsidy** – In order to facilitate the participation of child care in the WV Pre-k program and assist families and children licensed centers that are participating in the WV Pre-k program or contracting with Head Start may continue receiving payments during the hours considered as WV Pre-k, if certain conditions are met, including the restriction that payment may only be made for children eligible for subsidies, which can include regular WV Pre-k hours that children may not normally be approved to attend. County teams should plan for contingencies if the family would become ineligible for subsidy payment.
- **Parent Tuition** – Collaborative teams must examine each situation individually in light of the community and target population of the center. Several options that can be considered:
 - Centers with tuition payment policies that require payment for the full week regardless of attendance or that require full day payment for care over a certain number of hours may continue to use these policies and provide WV Pre-k services at no additional cost to parents. Resources from other partners will be added to meet quality standards as defined by WVBE Policy 2525.
 - Centers may consider pro-rating tuition to parents in relation to number of hours of Pre-k provided in the center. The collaborative team will then consider ways resources from other partners can help support the cost of meeting the quality requirements for WV Pre-k.

Funding Considerations to Meet Quality Standards of WVBE Policy 2525

- Qualified teachers and Assistants – County collaborative teams should consider ways to support community programs by providing increased compensation to attract and retain qualified teachers. Many community programs will need the support of additional resources to be able to offer an equitable program.
 - In some cases, the public school can place a certified teacher in the center to meet this standard. The team must examine the impact on staff if using this strategy.
 - The county may also consider providing a supplement for teachers in community programs who meet the qualifications to prevent teacher turn-over and limit negative impacts on the children.
- Group Size and Staff/Child Ratio – For some community programs, enrolling a class limited to twenty children will impact enrollment numbers and therefore revenue from tuition or CCDF subsidy. When working with Head Start, federal regulations determine the number of children allowable in the classroom. The provider and the collaborative team must analyze the impact of decreased enrollment. Necessary supports or resources should be considered and established.

WVBE Policy 252 - 5§126-28-8. *Health and Safety Requirements.*

8.2. *WV Pre-k classrooms shall limit class size to no more than twenty children per classroom with no less than two adults, one of whom is a teacher. Caseloads for teachers of classrooms with children who have IEPs shall meet the requirements of WVBE Policy 2419.*

School Aid Funding as a Resource to Partnerships

County school systems may enroll children in community classrooms and generate funding through the school aid funding formula using the process and criteria established in the WV State Superintendent of School's memo. Funds generated through community collaborative classrooms should then be invested in providing quality early education services and the infrastructure to support county WV Pre-k classrooms. Counties may wish to plan how increased support to community programs can be provided once initial programs begin to generate funds through enrolled children.

WVBE Policy 252 - 5§126-28-15. *Financing.*

15.3. *Each LEA shall enroll Pre-k children in community classrooms and generate funding through the school aid funding formula according to the process and criteria established in the May 28, 2008 WV State Superintendent's Guidance document. Funding generated through community classrooms should be invested in providing quality early education services and local infrastructure to support WV Pre-k classrooms.*

15.4. *In addition to the resources brought to a pre-k collaboration, community programs participating as partners shall continue using federal and state funding available for these services such as Head Start and Child Care Development Fund monies supporting eligible children.*

Determining Full Time Equivalent (FTE) for WV Pre-k Classrooms

From the Revised May 2008 GUIDANCE MEMO

This revision to the May 10, 2005 Guidance for determining FTEs for WV Pre-k Classrooms is provided to create an equitable system in which all programs are funded fairly and consistently, based on children's instructional time in a WV Pre-k classroom, regardless of the classroom's setting.

Beginning with preparation of county Pre-k contracts and budgets for submission prior to the recommended date of July 1, 2008, **full time equivalent (FTE)** for WV Pre-k Classrooms will be determined through documentation of 24 – 30 hours/week of instruction. Instructional time includes all activities that are required in West Virginia Board of Education (WVBE) Policy 2525 (Universal Access to High Quality Early Education) and are purposefully planned to support the success of WV Pre-k children in learning and developing. Instructional time does not include non-guided play such as general recess before or after school or transportation time.

Beginning 2008-09, WV Pre-k System classrooms operated by the county board of education or within collaborative settings shall calculate full time equivalency as follows:

24 hours/week of instruction	1 FTE	
22 hours/week of instruction	.9 FTE	
20 hours/week of instruction	.8 FTE	
17 hours/week of instruction	.7 FTE	
15 hours/week of instruction	.6 FTE	
12 hours/week of instruction	.5 FTE	(the minimum that can be offered in WV Pre-K)

Note: If hours of instruction are not included in the scale, the FTE will be derived from the next level lower that does appear. For example, in school-operated programs, 21 hours/week would fall into the 20-hours/week category at .8 FTE.

WV Pre-k System classrooms offered through contracts with collaborative community partners must indicate instructional hours/week within the county plan and the contract and budget.

Classrooms operating a morning and afternoon session will be calculated as separate classrooms, with each session receiving an FTE calculation based on the hours per week of instruction (see chart above).

In WV Pre-k programs that contract with the county board of education and are operated by community agencies where resources are already dedicated to providing programs for four year old children, FTE calculations will be based using the chart above to assure compliance with WVBE Policy 2525 and enhance services for high quality programs. This calculation applies regardless of who employs the teacher.

Funding for contracted community programs will be contingent on an approved county collaborative pre-k plan, a signed contract, and use of the approved budget sheet. Decisions shall be made based on the best interest of the children while making sure federal resources are maximized and quality early education programs are available to all eligible children.

The formalized contract will outline a budget that includes the total cost of the program, based on individual classrooms, for that contract year with clear delineation of the amount contributed by the community program and the amount contributed by the local county board.

1. Contracts must be signed and on file at the local board of education and verified by August 1st of each year.

WVBE Policy 252 - 5§126-28-6. *Collaboration and the County Plan.*

6.12. By August 1st of each year, a comprehensive universal pre-k fiscal report must be submitted to the WVDE Office of School Readiness. This report must include a list of board approved contracts noting collaborative universal pre-k classrooms for the upcoming school year.

2. Children must be enrolled in the school where the program is being offered or, in the case of community programs, in the elementary school located within the same school district where the community program is located. Be sure children entered into the WVEIS are categorized appropriately:
 - a. EC – children enrolled in collaborative programs regardless of in or out of an LEA setting, or
 - a. PK – children enrolled in non collaborative programs within the public school facility

**Following is a contract guidance form for development of the contract and budget between county school systems and community partners. Also included is the designated budget form, which is required for each collaborative classroom. Please be sure to both are signed and on file at the local board of education. These are reviewed as part of the Universal Pre-K Audit and are verified each year by August 1st.*

**County collaborative team resources can be found at:*

<http://wvde.state.wv.us/osr/countyresources.php>, which includes a budget template for contracts.

WV Pre-K Partnerships

Contract and Budget Guidance

The development of the contract or formal agreement and budget between county school systems and community partners is a joint effort that results in the maximization of resources and high quality programming for all WV Pre-k System children. Contracting within the context of the WV Pre-k System sets an expectation that each partner will bring to the table available resources to meet or exceed the requirements of West Virginia Board of Education (WVBE) Policy 2525. This contracting process is not meant to supplant existing resources or place an undue burden on either partner. It is designed to reflect as accurately as possible a set of costs related to the WV Pre-k classroom. School systems that include the children being served in community settings in their West Virginia Education Information System (WVEIS) and thus receive state aid funding formula monies for the students' enrollment are expected to reinvest resources into the WV Pre-k classrooms in their county to support quality for all pre-k children.

WV Pre-k through WVBE Policy 2525 defines a collaborative setting as "...a classroom of WV Pre-k children whose services are supported by two or more partners and benefit all children enrolled in the collaborative classroom. The partnership shall include at a minimum the LEA and Head Start or child care or another community early childhood provider." Each classroom that is a collaborative between the county school system and community partner shall have a contract and budget. While contracts may cover more than one classroom if those classrooms are operated by the same community partner, budgets should be developed for each classroom.

Each budget must use the attached EXCEL spreadsheet, which can be found at <http://wvde.state.wv.us/osr/countyresources.php>, and include only the allowable costs as explained below. The contract should address all aspects of WVBE Policy 2525 including but not limited to the following items:

- Specify how funds received by the community partner will be used to support WV Pre-k.
- Who will employ the teacher, assistant and/or co-teacher?
- Who will deliver professional development? Who will participate in professional development?
- How the partners will participate in transition activities?
- What are the communication processes?
- What are the supervision protocols? How will issues be resolved including misconduct on the part of a LEA staff person placed in a collaborative classroom in a community program or a community program staff placed in a collaborative classroom located in a public school?
- How will public relations and parent involvement communications related to the county's WV Pre-k System be addressed?
- How the county's attendance support procedures will be utilized in the community setting?
- Universal application and enrollment procedures may be defined.
- What procedure will be followed in the event the child enrolled in the community program no longer qualifies for the community program?
- How will child data be transferred to the kindergarten?
- Who will provide meals and snacks?
- How will children with Individual Education Programs participate?
- What methods that will be used to address failure to meet the terms of the contract by either party?
- How will the ECERS-R and on-going monitoring be completed in the collaborative site?

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- Who will hire substitutes and what qualifications will substitutes be required to have?
 - What are the terms for dissolution of the contract?
 - Who will purchase materials necessary to fully implement the selected state approved curricular framework?
 - How will materials be distributed if the contractual agreement is dissolved?
 - How will days/hours of operation be defined and calendars aligned?
 - How will pay addendums for community program staff be addressed?
 - Include agreement on how common planning time for collaborative staff will be provided.

By the nature of a contract and resulting budget, all parties involved in the contract should have access to the information submitted and agreed upon.

The purpose of the classroom budget is to accurately reflect the existing and necessary resources to provide high quality services. At no time should budgets be inflated but at the same time, accurate budgets should reflect the cost related to each classroom.

If you have questions, please call or email a member of the listed team

Clayton Burch	wburch@access.k12.wv.us	304.558.5325
Ginger Huffman	vhuffman@access.k12.wv.us	304.558.2696
Melanie Clark	Melanie.A.Clark@wv.gov	304.356.4600
Traci Dalton	Traci.L.Dalton@wv.gov	304.356.4604

Calculate the total cost of the classroom, including resources from all partners: Enter the financial resource for each applicable line item from each partner. Total the contributions from each as well as the total cost overall for each individual collaborative classroom.

Budget Category	County Board	Community Partner	Total Cost
Staff Costs			
<p>Teacher Who is providing the certified, permitable or authorized teacher? Indicate the cost of that teacher including benefits. If the cost is shared, designate the amount contributed by each partner. If the teacher is employed less than full time in the WV Pre-k classroom, pro-rate the salary and benefit cost.</p>		Community partners may need to prorate this cost based on the number of eligible children in the classroom	
<p>Aide Indicate who is providing the resources for the Aide/assistant/co-teacher. If the cost is shared, designate the amount. If the aide/assistant/co-teacher is employed less than full time in the WV Pre-k classroom, pro-rate the salary and benefit cost.</p>		Community partners would need to prorate this cost based on the number of eligible children in the classroom	
<p>Administration This category should only reflect cost as it relates to the specific WV Pre-k classroom. For the purpose of this budget, you may pro-rate the cost per classroom or calculate the staffing cost per partner for this classroom and multiply by 15% to ascertain an administrative cost</p>			
<p>Other Indicate: Family Service/Resource Worker Substitutes</p> <p>If these staff are serving multiple classrooms, pro-rate this cost for this particular classroom</p> <p>Related services such as OT, PT, SLP that would be provided regardless of the existence of a contract may not be included</p>			

Facility Costs			
Space	Include how these costs were calculated		
Renovations This line item applies only for the year renovations were made			
Utilities Utilities should be pro-rated for this classroom only	Include how these costs were calculated	Community partners would need to prorate this cost based on the number of eligible children in the classroom	
Custodial Custodian should be pro-rated for this classroom only		Community partners would need to prorate this cost based on the number of eligible children in the classroom	
Supplies			
Equipment/Materials These costs would reflect the cost of anticipated equipment/materials needed to implement the curricular framework, meet the requirements of WVBE Policy 2525 and/or address issues raised in the ECERS-R CQI for the budget and contract year			
Food Please indicate cost of providing food above and beyond the National School Lunch Program reimbursement for this classroom			

<p>Transportation Please indicate the costs of providing transportation for the eligible children in this classroom</p>			
<p>Professional Development These costs should be related to the professional development plan included in the county collaborative plan and may include meeting space, training materials, and consultants as applicable</p>			
<p>ECERS-R Evaluations and Ongoing Monitoring For this classroom: Cost of subs when teachers leave classrooms to do evaluations and write CQI Cost of monitoring team members' time in classrooms to do evaluations and write CQI</p>			
<p>When a per child allotment is given to the community provider by the county school system, those costs may be reflected in this space. <i>Remember to deduct this amount from the community partner's share of cost before figuring totals. See below*</i></p>			
TOTALS			

* an example	BOE	Community Partner	Combined
All other costs	100,000	100,000	200,000
Contract Costs per child reimbursement	10,000	-10,000	0.00
TOTALS	A. 110,000	B. 90,000	D. 200,000



Appendix A

WV Pre-K Partnerships Classroom Budget and Cost Allocation EXEL Template (Sample)

<http://wvde.state.wv.us/osr/countyresources.php>

WV Pre-K Contractual Community Programs - Classroom Budget and Cost Allocation			
County Name:		Date Submitted:	
Location of Classroom:		Number of children served:	
Reporting Site for Collaborative Program (WVEIS entry)			
Budget Category	County Contribution	Community Partner Contribution	TOTAL COST
STAFF			
Teacher			0.00
Aide			0.00
Administrator			0.00
Other:			0.00
Space			0.00
Renovations			0.00
Utilities			0.00
Custodial			0.00
Other:			0.00
Insurance			0.00
Consumables			0.00
Equipment/materials			0.00
Curriculum			0.00
Food			0.00
TRANSP			0.00
Transportation			0.00
PROF.DEV			0.00
travel costs			0.00
substitutes			0.00
professional development			0.00
tuition reimbursement			0.00
stipends			0.00
EVALUATION			0.00
evaluation costs			0.00
OTHER			0.00
discretionary		0.00	0.00
TOTAL			0.00

FTE Calculation -hrs. of instruction per week:

Calculate the total cost of the classroom, including resources from all partners. Enter the financial resource for each applicable line item from each partner. Total the contributions from each as well as the total cost overall. **A separate budget sheet must be used for each classroom (this includes AM / PM sessions).**

PreK Contact/ BOE Representative Signature / Date

Collaborative Partner Signature / Date

Appendix B

WV Pre-K Partnerships Sample Collaborative Agreement

This agreement is an example, meant for illustrative purposes only. This sample is not intended to prescribe approaches or limit collaborative flexibility and creativity.

CONTRACTUAL AGREEMENT BETWEEN
THE COUNTY BOARD OF EDUCATION
AND

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

WV PRE-K AGREEMENT

THIS AGREEMENT, 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,
WHEREAS, the parties have agreed to collaborate in the delivery of Pre-School services for up to _____ children at the _____, 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

A. **Services:** The Provider will assure the following:

The Provider will operate at its Center one (1) licensed Pre-School classroom. The Center will recruit, identify and enroll eligible Pre-school children and provide services identified in WV Rule 126CSR28.

- a. The provision of a classroom space appropriately equipped to meet the needs of up to _____ four-year-old children with learning centers designed to support early literacy, early numeracy and language development
- b. The provision of two staff members per classroom as specified in WV Policy 2525.
- c. The WV Pre-K Program will operate Monday through Friday each week of the County School Calendar beginning for student’s _____ and ending _____. Hours for students will be _____.
- d. 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.
- e. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
- f. Utilize a universal enrollment form and process for enrolling and serving eligible children.
- g. The utilization of the curriculum when chosen by the district’s WV Pre-K curriculum committee and the adherence to the WV Department of Education’s developmental continuum contained in the content standards and objectives for children’s programs.
- h. The utilization of inclusive practices when enrolling children, including children with disabilities, children whose primary language is not English as well as children of low socioeconomic status.
- i. Individual student portfolios shall be maintained by The Provider to document the progress of individual students.
- j. Participate in the writing of IEP’s with The Board.
- k. The program will be evaluated tri-annually using the ECERS-R evaluation instrument and participate in the ongoing monitoring process.

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- B. **Enrollment:** The Provider will enroll not less than _____ students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.
- C. **Family Involvement:** The Provider will assure the following:
- a. 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.
 - b. The Provider will work with County Schools to ensure the smooth transition of children from the WV Pre-K Program into kindergarten settings, involving families in transition planning.
 - c. Parents/guardians/family members will be encouraged and welcomed to participate actively in decision-making about their child’s education and care.
 - d. Parents/guardians/family members will be encouraged to observe and participate in group activities.
 - e. 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.
- D. **Staffing:** The Provider will ensure the following:
- a. 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.
 - b. The classroom aide will meet the requirements of WVBE Policy 2525 as defined in Level II of the WV State Registry and Training System career pathway and has a plan to work towards attaining the required level status. Level II is defined as persons who are at least 18 years old with a high school diploma or equivalent and one years of experience and possess the ability to understand and practice the core knowledge/core competencies with direction and instruction or through sponsorship of a professional organization or qualified mentor.
 - c. The Provider will track and maintain documentation of the aide’s progress towards reaching the next levels.
 - d. The classroom teacher will forward his/her credentials to the County Personnel Office.
 - e. The staff will participate in at least fifteen (15) hours of staff development training, six (6) of which must be devoted to children with special needs that have been mutually agreed upon by The Provider and The Board as meeting the requirements of WV Policy 2525.
 - f. The staff will be evaluated and disciplined by The Provider.
- E. **Communications:** Open communication will be maintained with The Board. The Provider shall be receptive to suggestions from The Board and/or their designated staff with regard to the content and conduct of the WV Pre-K Program.

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- F. **Transition:** The following activities will take place to assure smooth transitions for children moving from the WV Pre-K Program to kindergarten:
- 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.
 - 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.
 - The WV Pre-K teacher shall visit a kindergarten classroom two times per year.
- G. **Policies and Procedures:** The Provider shall orient students and their families with respect to policies, procedures, rules and regulations of the Center.
- H. **First Aid:** 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.
- I. **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.
- J. **Confidentiality of Records:** The Provider shall ensure all educational and other records; either received from The Board or formulated during the _____ school year will be confidential.
- K. **Invoices:** The Provider will invoice The Board in ten monthly installments for the cost of providing the WV Pre-K Program beginning _____ and ending in ten equal installments of _____.

2. DUTIES OF THE BOARD

- A. **Staff:** The following provisions apply to the employment of staff by The Provider for the WV Pre-K Program:
- 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.
 - 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.
- B. **Services:**
- The Board will conduct developmental and speech/language screening for all children enrolled in the WV Pre-K Program prior to _____.
 - 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 \$ _____.
 - 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.
 - The Board will help provide both breakfast and lunch for children attending the WV Pre-K Program utilizing USDA guidelines.

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- C. **Transition:** The following activities will take place to ensure the smooth transition of students from WV Pre-K Program to Kindergarten:
- Provide an orientation session for entering kindergarten students at an elementary school to facilitate transition.
 - Release designated kindergarten teachers to observe the WV Pre-K Program and participate in the planning of the transitioning process.
 - Provide staff development jointly for WV Pre-K teachers.
- D. **Contract Amount:** The contracted amount for all personnel costs, curriculum materials, and utilities for the _____ school year will not exceed \$ _____ which is to be invoiced monthly. This amount represents the cost of providing the WV Pre-K Program at this site.
- E. **Evaluation of Students:** 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. GENERAL TERMS

- A. **Assignment:** Neither party shall assign, transfer or otherwise change the Agreement or any right or duty created hereunder without the prior written consent of the other party.
- B. **Termination of Agreement:** Either party may terminate this Agreement upon Thirty (30) days written notice.
- C. **Term:** The term of this Agreement shall be for a period commencing on _____ and ending _____.
- D. **Modification:** The parties may mutually amend this Agreement. 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 contract with additional, similar funding.
- E. **Entire Agreement:** This Agreement, including all attachments, embodies the entire agreement 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 Agreement shall prevail. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreement, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, this AGREEMENT 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



Appendix C

A Checklist for Developing a Partnership Agreement

General Information		Not Yet Addressed	Under Discussion	Finalized	Action Steps
<input type="checkbox"/>	General statement of the agreement's purpose				
<input type="checkbox"/>	Partners' affiliation and legal status				
<input type="checkbox"/>	Contractual period				
<input type="checkbox"/>	Contract amendments, renewal, and termination procedures				
<input type="checkbox"/>	Role of each partner's decision-making bodies in the contractual development and approval process				
<input type="checkbox"/>	Compliance with local, state, and federal regulations and policies				
<input type="checkbox"/>	Conflict of interest statements and prohibited activities				
<input type="checkbox"/>	Signature of key parties and date of signing				
Partnership Services		Not Yet Addressed	Under Discussion	Finalized	Action Steps
<input type="checkbox"/>	Number of children served: hours, days, weeks of operation				
<input type="checkbox"/>	Location of services				
<input type="checkbox"/>	Each partner's role in service delivery: child education, child/family health, mental health, disabilities, nutrition, family services/ parent involvement, home visits/conferences, meeting, recordkeeping, transportation, supervision, oversight				
<input type="checkbox"/>	Staff assigned to support the partnership; which entity/partner employs and supervises which staff				
<input type="checkbox"/>	Responsibilities of each partner's staff				
<input type="checkbox"/>	Staff schedules				
<input type="checkbox"/>	Supervision procedures				
<input type="checkbox"/>	Staff qualification requirements				
<input type="checkbox"/>	Professional development responsibilities (in-service, training, college courses)				
<input type="checkbox"/>	Staff selection procedures				
<input type="checkbox"/>	Annual performance appraisal procedures				
<input type="checkbox"/>	Provisions for substitutes				
Fiscal/Resources		Not Yet Addressed	Under Discussion	Finalized	Action Steps
<input type="checkbox"/>	Funding and resource commitment of each partner				
<input type="checkbox"/>	Funding/resources accessed and by which partner				

<input type="checkbox"/>	Payment per child/per year by partners and payment procedures				
<input type="checkbox"/>	Contingencies (child enrollment, etc.) required by partner for payment				
<input type="checkbox"/>	Funds targeted and/or designated for specific improvements (renovations, salary enhancements, quality issues)				
<input type="checkbox"/>	Designated responsibilities for: facilities/ space, maintenance, repairs, food service, and supplies and equipment (who will retain ownership of equipment when/if the agreement ends)				
<input type="checkbox"/>	Non-federal share/in-kind services				
Systems		Not Yet Addressed	Under Discussion	Finalized	Action Steps
A. Planning and Decision-Making					
<input type="checkbox"/>	Role of each entity's decision-making bodies in planning and decision making				
<input type="checkbox"/>	Policy Council representation and elections				
<input type="checkbox"/>	Community assessment process				
<input type="checkbox"/>	Collaborative, inclusive strategies involving partners' staffs and parents and the community				
<input type="checkbox"/>	Items needing prior approval (items a partner reserves the rights to approve)				
B. Communications					
<input type="checkbox"/>	Type, frequency of meetings; meeting participants				
<input type="checkbox"/>	Type and frequency of reports				
<input type="checkbox"/>	Information exchange (training calendars, personnel policies, position openings, etc.)				
<input type="checkbox"/>	Work with other agencies and responsibility of each partner				
<input type="checkbox"/>	Use of technology, i.e. shared databases for student data, e-mail communication, etc.				
<input type="checkbox"/>	Protocols of information sharing				
<input type="checkbox"/>	Parent communications				
<input type="checkbox"/>	Dispute resolution procedures				

Systems (cont'd)		Not Yet Addressed	Under Discussion	Finalized	Action Steps
C. Oversight					
<input type="checkbox"/>	Notification procedures/ follow-up on local, state and federal monitoring/assessment				
<input type="checkbox"/>	Ongoing observation of partnership operations, review of records, written feedback, follow-up				
<input type="checkbox"/>	Annual program self assessment and other reviews, i.e. Ongoing Programs Assessment and CQI Planning				
<input type="checkbox"/>	Improvement initiatives (partners' obligations to each other when the partnership is not progressing as envisioned)				
D. Recordkeeping and Documentations					
<input type="checkbox"/>	Universal enrollment application, process and placement				
<input type="checkbox"/>	Parent permission procedures				
<input type="checkbox"/>	Child screening, assessment, outcomes				
<input type="checkbox"/>	Curriculum planning and individualized child plans				
<input type="checkbox"/>	Parent contacts, home visits, parent-teacher conferences				
<input type="checkbox"/>	Disabilities, medical, dental services				
<input type="checkbox"/>	Storage of records and access				
<input type="checkbox"/>	Parent partnership plans				
<input type="checkbox"/>	Procedures for recording/tracking of services and follow-up				
<input type="checkbox"/>	Transfer of information, confidentiality				
General Administrative Elements		Not Yet Addressed	Under Discussion	Finalized	Action Steps
<input type="checkbox"/>	Designated contact person for each organization involved – County Collaborative Core Team and Full Team				
<input type="checkbox"/>	Travel policies				
<input type="checkbox"/>	Liability/insurance				
<input type="checkbox"/>	Use of partners' name (how partners will publicize the services sponsored by the partnership)				

Notes

