

Model Agreement for Prekindergarten Contracts (with the MOU Language Required by the Head Start Act of 2007)

Statement of Purpose

This document is intended to serve as a model for local agreements, memoranda of understanding, or contracts between private early childhood programs and LEAs to provide prekindergarten services. It includes the elements required by the Head Start Act of 2007 for entering into MOUs with entities responsible for managing publicly funded preschool programs.

This document recognizes that the roles and responsibilities of individual programs are carried out according to their local, state, or federal regulations, and may be adapted to describe shared responsibilities when programs are working in partnership on behalf of children and families.

The (School District or Supervisory Union) agrees to enter into a one-year contract with (Private Provider) _____ (hereafter referred to as "partner program") to provide publicly funded prekindergarten education to children who are residents of (town name) per the terms and conditions below:

The Partner Program agrees to:

1. Provide a developmentally appropriate curriculum aligned with the Vermont Early Learning Standards (VELS), and the Head Start Child Outcomes Framework, for up to ten hours per week for at least 35 weeks during the school's academic year.
2. Maintain child care and education licensure, accreditation or STARS, and staff qualifications throughout the entire program year. Any changes, including violations of program licensure or registration, must be reported to the school district within 5 days of notification.
3. Adhere to federal and state laws on non-discrimination. Selection priority may be given to children who are enrolled in state or federal grant programs that target specific populations such as Head Start.
4. Assess the development of each child reported in the school census using the Creative Curriculum Developmental Continuum (or *Work Sampling System*) at the beginning and end of the academic year, and report the results to the school district by June 30.
5. Provide opportunities for parental participation in the program, offer families at least two opportunities per year to meet with the teacher, and discuss children's developmental progress with families at least twice per year.

6. Complete reports on enrollment, attendance, finances and other areas as required by the school district and/or the Department of Education (DOE) and Department for Children and Families (DCF) on a timely basis.
7. Permit announced and unannounced on-site visits by appropriate school district, DOE and DCF staff and relevant federal monitoring teams.
8. Participate in professional development on topics such as academic content standards, instructional methods, curricula, and social and emotional development, which may be required for the purpose of fulfilling these contractual obligations.
9. Not charge families tuition for the publicly funded prekindergarten program paid for by the school district. However, families may be charged for the difference between the actual cost of the prekindergarten education (as per the template) and the amount paid for those services by the district.

The School District agrees to:

1. Identify a liaison to provide consultation and program technical assistance to the Partner Program and maintain communication with the Partner Program throughout the duration of this contract.
2. Provide or arrange for the provision of professional development on topics such as academic content standards, instructional methods, curricula, and social and emotional development which may be required for the purpose of fulfilling these contractual obligations.
3. Inform Partner Program staff about relevant professional development opportunities sponsored by the school district, and invite their attendance at such. Fees for staff to attend these opportunities may be charged.
4. Compensate the Partner Program for providing prekindergarten education at an annual rate of _____ per child included in the town's school census. Payments will be made on _____ (specify dates for payments) _____.
5. Provide the Partner Program with services and resources as stipulated below: _____ (specify exactly what these services or resources will be, such as an ECE licensed co-teacher on Monday, Wednesday, Friday from 8:00-11:30) _____, in lieu of full or partial monetary compensation.
6. Provide district level prekindergarten data as required by the DOE, DCF, and the community.

Both Parties agree to:

1. Uphold confidentiality.
2. Adhere to all background checks as required by DCF and DOE policies.

3. Inform each other of major changes in program activities, and update each other about changes in regulations, requirements, and other relevant issues.
4. Determine who has responsibility for facilities and whether transportation that meets federal standards will be provided.
5. Provide a process that ensures a smooth transition to kindergarten for children and families including outreach about transition procedures, transition planning, and transferring records to the kindergarten with parental consent.
6. Ensure that parents are informed about the availability of child and family services provided locally, statewide, or through federal programs and strive to meet the needs of working parents in a variety of ways. This may include referring to community services, extending the program day, or collaborating with other early childhood programs in the community.
7. Upon request, provide information on the terms of this contract, including the service areas, to families, the community, DCF and DOE upon request.
8. Maintain an open and continuous dialogue regarding the support and supervision of prekindergarten education.
9. If this contract is to be terminated, jointly notify families of children affected in writing.

TERMS:

This contract is in effect from _____ through _____ (*the start and end dates of the academic year*).

TERMINATION OF THIS CONTRACT

Either party for cause, stated in writing, may terminate this contract at any time. Without limiting the foregoing, a material or substantial breach of terms of this contract shall constitute cause for termination. This contract shall abide by applicable laws of the State of Vermont. It constitutes the entire agreement of the parties hereto and shall be binding. Any changes to this contract can only be accomplished in writing and approved by both parties.

SIGNATURES:

Partner Program _____ **Date** _____

School District _____ **Date** _____