OFFICIAL MINUTES
Marion County Board of Education
Regular Session
Monday, August 5, 2019
Central Office
6:00 pm

Mr. Pellegrin gave the invocation and Mr. Malnick led the Pledge of Allegiance.

The Marion County Board of Education met in a Regular Session on Monday, August 5, 2019 at 6:00 pm.

Mrs. Thomas called the meeting to order at 6:01 pm.

MEMBERS PRESENT: Mr. Dragich, Mr. Montgomery, Mr. Pellegrin, Dr. Costello and Ms. Mary Jo Thomas

04-1000 INFORMATION – RECOGNITIONS – RECOMMENDATIONS – REPORTS
N/A

Mr. Pellegrin made a motion, Mrs. Costello seconded to approve the following:

04-2000 MINUTES – AGREEMENTS – CONTRACTS

2058 MINUTES
The approval of the Official Proceedings for the Regular meeting on July 29, 2019.

2059 CHAPERONE LIST – EFHS BAND
The approval of the Chaperone List for East Fairmont High School Band for the 2019-2020 SY.

2060 CURRICULUM – AVIATION MAINTENANCE PROGRAM
The approval of the Curriculum – Aviation Maintenance Program.

2061 LEASE – ST PATRICK CATHOLIC CHURCH – MANNINGTON
The approval of the Lease Agreement with St. Patrick Catholic Church for the parking lot on the corner of Furbee Ave. and Locust Street for the 2019-20 SY, in the amount of $200.00 per month. FUNDING: County

2062 WVU – AFFILIATION AGREEMENT – TEACHER PREPARATION PROGRAM
The approval of the Affiliation Agreement with WVU for the teacher preparation program for the 2019-2020 SY.
2063 CHAPERONE LIST – FSHS BAND
The approval of the Chaperone List for Fairmont Senior High School Band for the 2019-2020 SY.

2064 TATE COMMUNICATIONS – PHONE/INTERCOM SYSTEM
The approval of the quote from Tate Communications to install a new phone/intercom system at Barrackville Elementary/Middle School, in the amount of $15,789.97. FUNDING: Technology
OTHER BIDS: None Provided

2065 BOOSTERS – FSHS – CHEERLEADING
The approval of the Boosters for Fairmont Senior High School Polar Bear Cheerleading Group for the 2019-2020 SY.

2066 FIELD TRIP – OVERNIGHT – COUNTY BUSES (LATE)
The approval of the following:
FSHS -Boys Soccer, granted permission to use County Buses to travel to Schoenbaum Field and Winfield High School, Charleston, WV to participate in Varsity and JV Soccer games, October 4-5, 2019.
Chaperones: Darrin Paul, Jim Denardi, Matt Branch, Caleb Anselene, & Justin Anselene
Approximate number of students: 40
Approximate Cost: $750.00
Source of funds: Boosters
Number of school days lost: N/A

2067 FIELD TRIP – OVERNIGHT – COUNTY BUSES (LATE)
The approval of the following:
NMHS -Band, granted permission to use 2-County Buses to travel to Cedar Lakes Conference Center, Ripley, WV to participate in band camp, July 29-August 3, 2019.
Chaperones: Matt Morgan, Resa Morgan, Stephen Boyce, Chad Weaver, Misty Howell, Donetta Webb, Jennifer Beach
Approximate number of students: 30
Approximate Cost: $1,000.00
Source of funds: Boosters
Number of school days lost: N/A
2068 FIELD TRIP – OVERNIGHT – COUNTY BUSES (LATE)
The approval of the following:
**FSHS - Band**, granted permission to use 2-County Buses to travel to Cedar Lakes Conference Center, Ripley, WV to participate in band camp, July 21-27, 2019.
Chaperones: Mandy Tolliver – Approved Chaperone list for 2019-2020 SY in item number
Approximate number of students: 85
Approximate Cost: $28,000.00
Source of funds: Boosters
Number of school days lost: N/A

2069 FIELD TRIP – OVERNIGHT – COUNTY BUSES (LATE)
The approval of the following:
**EFHS - Band**, granted permission to use 6-County Buses to travel to Camp Ceaser, Webster County, WV to participate in band camp, August 3-8, 2019.
Chaperones: Approved Chaperone List in Item
Approximate number of students: 180
Approximate Cost: $34,000.00
Source of funds: Boosters
Number of school days lost: N/A

2070 FIELD TRIP – OUT-OF-STATE - OVERNIGHT – PRIVATE AUTO
The approval of the following:
**FSHS – Varsity Cheer**, granted permission to use Private Auto to travel to Darrestown and Hershey, PA to participate in a team camp, August 9-10, 2019
Chaperones: N. Janes, K. Posey and C. Howvalt
Approximate number of students: 13
Approximate Cost: $157.00
Source of funds: Boosters/parents
Number of school days lost: N/A

2071 FIELD TRIP – OUT-OF-STATE - PRIVATE AUTO
The approval of the following:
**FSHS – Boys Cross Country**, granted permission to use Private Auto to travel to California, PA to participate in a cross-country Invitational, August 31, 2019
Chaperones: N/A
Approximate number of students: 11
Approximate Cost: N/A
Source of funds: N/A
Number of school days lost: N/A

**YEAS**: Dragich, Montgomery, Pellegrin, Costello & Thomas

**NAYS**: 0
Mr. Montgomery made a motion, seconded by Mr. Dragich to approve the following:

**04-3000 CONSENT**

**3006 OUT OF COUNTY TRANSFER REQUEST**
The approval of the requested student transfers deemed to be in the best interest of the child.

*YEAS: Dragich, Montgomery, Pellegrin, Costello & Thomas*  
*NAYS: 0*

Mr. Pellegrin made a motion, seconded by Mr. Dragich to approve the following:

**04-4000 FINANCIAL**

**4004** Vendor List from through July 29, 2019.

**4005** Budget Supplements through July 29, 2019

**4006** Budget Supplements through August 1, 2019

*YEAS: Dragich, Montgomery, Pellegrin, Costello & Thomas*  
*NAYS: 0*

Mr. Montgomery made a motion, seconded by Mrs. Costello to approve the following:

**04-5000 PERSONNEL**

**5039 VOLUNTEER - COACHES**
The approval of the following non-paid coaches effective for the 2019-20 season pending WV certification and CIB verification if needed:

*Fairmont Senior High*

**C19 05 02 02**

Justin Anselene  
Soccer/Volunteer  
Pending Certification

**5040 RESIGNATIONS – PROFESSIONAL PERSONNEL**
The approval of the professional resignations as follows:

*Megan Boledovic*  
Grade 3  
Monongah Elementary  
200 Days  
Effective: July 31, 2019

*Kellie Hammond*  
Sp Ed – Multi-Cat w/Autism  
Pleasant Valley  
200 Days  
Effective: July 22, 2019
Rebecca Middlemas  Title I  
Watson  
200 Days  
Effective:  July 29, 2019

5041 LEAVE OF ABSENCE – PROFESSIONAL PERSONNEL  
The approval of the following:  
Shauna Manzo  Library/Media  Blacksheare  
Request a leave of absence as needed for the 2019-2020 SY.

5042 EMPLOYMENT – PROFESSIONAL PERSONNEL  
The following employment(s) are endorsed by the Superintendent, the School Principal, and Faculty Senate Designee(s):  

P19 07 16 01  
Moriah Davis  Grade 2  
Watson  
200 Days  
Effective:  2019-2020 SY

P19 07 16 05  
Evonne Maddow  Title I  
Watson  
200 Days  
Effective:  2019-2020 SY

P19 07 02 14  
Shannon Morris  Spanish  
Fairview Middle HB-Itinerant  
(Barrackville/Rivesville)  
200 Days  
Effective:  2019-2020 SY

P19 07 16 14  
Allison White  Sp Ed Mod/Severe  
EFMS  
200 Days  
Effective:  2019-2020 SY
5043 REASSIGNMENT – PROFESSIONAL PERSONNEL
The following employment(s) are endorsed by the Superintendent, the School Principal, and Faculty Senate Designee(s):

From: To:

**P19 07 16 07**
Alex Eddy Counselor
NMHS Counselor
220 Days FSHS
Effective: 2019-2020 SY

5044 RESIGNATIONS – SUBSTITUTE SERVICE PERSONNEL
The approval of the substitute service personnel resignations as follows:

Maggie Denham Substitute Aide
Effective: July 30, 2019

5045 EMPLOYMENT – SUBSTITUTE PROFESSIONAL PERSONNEL
The approval of the following:

*Substitute Speech Language Pathologist*
Lori Miller

*Substitute Teacher*

Marcia Pratt
Breein Sisk
Donna Suplita
Nancy Tonkery
Marvin Wilson
Megan Wright

5046 LEAVE OF ABSENCE – SERVICE PERSONNEL
The approval of the following:

Diana Glover Custodian Mannington Middle
Request a non-paid leave of absence from August 5 through November 27, 2019.
5047 EMPLOYMENT – SERVICE PERSONNEL
The approval of the following:

**S19 07 10 10**

Terry Markley  
Evening Activity Run Driver  
FSHS (Soccer) Itinerant  
200 Days  
Effective: 2019-20 SY

5047 PROFESSIONAL LEAVE
The approval of the following:

Sally Morgan, Coordinator, Central Office, granted permission to attend 21st CCLC Multi-State Conference, in Evansville, Indiana, from October 6-9, 2019. To be funded by: 21st CCLC Grant 61.46910.11111.582

Kathy Morrison, 21st CCLC Site Coordinator, East Park – After School, granted permission to attend 21st CCLC Multi-State Conference, in Evansville, Indiana, from October 6-9, 2019. To be funded by: Grant 61.46910.11111.582

YEAS: Dragich, Montgomery, Pellegrin, Costello & Thomas  
NAYS: 0

04-6000 DISCUSSION – NEW POLICIES, REVISIONS & DELETIONS 6014
N/A

04-7000 SUPERINTENDENT’S REPORT

04-8000 MATTERS FROM THE BOARD
04-9000 FUTURE MEETINGS

<table>
<thead>
<tr>
<th>DATE</th>
<th>PURPOSE</th>
<th>TIME</th>
<th>PLACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 12</td>
<td>Mon Regular Session/Hearing</td>
<td>3:30 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Aug 5</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Aug 19</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Sep 3</td>
<td>Tue Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Sep 16</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Oct 7</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Oct 21</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
</tbody>
</table>

ADJOURNED

Mr. Pellegrin made a motion, seconded by Mr. Dragich to adjourn at 6:40 pm.

YEAS: Dragich, Montgomery, Pellegrin, Costello & Thomas

NAYS: 0

Mary Jo Thomas, President

Randall D. Farley, Superintendent/Secretary

Robin Haught, Executive Secretary
August 5, 2019

Ms. Haught,

I present to you a contract that is renewed each year for the services of Allen Canfield who is the systems administrator at the NOC.

**Name:** Mr. Allen Canfield

**Amount:** $124,492.80

**Funding:** Technology

**Purpose:** Network Operation Center Systems Administrator and the consult.
Statement of Work: Marion County Board of Education

Prepared for: Marion County Schools

Prepared By:

Alpha Technologies, Inc.
4003 Outlook Drive
Hurricane, WV 25526
1 Terms

This Statement of Work (the "SOW"), titled "Marion County Board of Education" is governed by and incorporated by reference, the terms and conditions of that Master Services Agreement (the "Agreement"); and entered into by and between Alpha Technologies, Inc., with its principal place of business located at 4003 Outlook Drive, Hurricane, WV 25526 (hereinafter "Alpha Technologies") and Marion County Schools ("Client") a West Virginia corporation with its principal place of business located at 200 Gaston Avenue, Fairmont, WV 26554, to which this SOW is an Exhibit and is incorporated by reference.

Alpha Technologies will perform in accordance with this SOW which will begin on July 1, 2019 ("Effective Date") and continue until June 30, 2020 ("Completion Date"). Any changes in Completion Date will be mutually agreed by both Parties.

Defined terms not included in this section are incorporated in Appendix B hereto; all other capitalized terms not defined in Appendix B shall have the meanings ascribed to them in the Agreement.

In the event of any conflict between the terms of the Agreement and the terms and conditions of this SOW, the Agreement shall supersede with regard to legal matters and the SOW shall supersede with regard to business matters, unless otherwise stated herein.

2 Renewal

This SOW will be renewed for an additional consecutive renewal term of one (1) year with written notice from Client at least thirty (30) days prior to the Completion Date hereunder.

3 Termination

This SOW may be terminated by either Party on not less than ninety (90) days' prior written notice to the other Party. In the event either Party defaults in the performance of any of its material duties or obligations under this SOW and the default is not cured within sixty (60) days (ten (10) days for payment defaults) after written notice is given to the defaulting Party specifying the default, then the non-defaulting Party may terminate this SOW immediately by giving written notice to the defaulting Party. Expiration or termination for any reason shall not relieve Client of the obligation to make any payments required to be made to Alpha Technologies for Services rendered by Alpha Technologies through the date of expiration or termination.

4 Scope of Services

Marion County Board of Education requires the on-site services of an experienced Systems Engineer for support of the Marion County NOC center.
Services to be performed: NOC support, which includes maintenance and operation of the virtual network. The virtual network includes virtual servers in the NOC, EMC Clarion storage system, Cisco UCS hardware and virtual desktop environment. Date of deployment will be July 1, 2019 until June 30, 2020, except for Alpha Technologies holidays and employee paid time off.

Service Entitlement:
Client Sites, as defined and listed in Appendix C.

Service deliverables: Alpha Technologies assigned Systems Engineer will service Marion County Schools general NOC environment at West Fairmont Middle School, as determined by the county Director of Technology.

Service Level Agreements ("SLAs"):
Marion County Board of Education does not require Alpha Technologies to meet any predefined Service Level Agreement metrics.

5 Pricing
Alpha Technologies will charge Client a fixed fee of $82.00 per hour, through the Completion Date hereunder.

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Price per Incident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems Engineer - County has requested a Systems Engineer for 8 hours per day, Monday through Friday, 192 days per year.</td>
<td>$81.05 per hour Equivalent of $124,492.80 Annually</td>
</tr>
</tbody>
</table>

6 Billing and Payment
Alpha Technologies will invoice Client monthly for all fees incurred hereunder. The invoice will contain relevant information concerning charges assessed.

Invoices must be paid by Client within net thirty (30) days from the date of invoice. Any undisputed amounts on an invoice that are unpaid when due will be subject to a late payment charge equal to the lesser of 1.5% per month or the highest rate allowed by law. Alpha Technologies will be entitled to recover reasonable attorneys' fees and costs associated with any collection action.

7 Assumptions/Client Responsibilities
1. This SOW has been developed using information obtained from Client. As a result, Alpha Technologies has acquired an initial understanding of the service requested. If the information or assumptions prove to be different, Alpha Technologies pricing may be impacted.

Statement of Work Confidential Information
2. Alpha Technologies will work in conjunction with Client to establish a schedule that includes completion of the Services in the project timeline.

3. A "revisit fee" will be assessed if, through no fault of Alpha Technologies' effort or workmanship, a site must be revisited in order to bring in-scope tasks in line with Client expectations and service level arrangements.

4. If Alpha Technologies is requested to perform any work outside of the scope of Services or to perform an additional project, Client and Alpha Technologies will review and agree to any out of scope charges prior to Alpha Technologies performing the work and invoicing Client in accordance with the Change Control Process hereunder.

5. Marion County Schools will provide Alpha Technologies Systems Engineer with access to the facilities listed in Appendix C of this agreement, adequate work space, and conference rooms as required to perform services.


7. The Systems Engineer will travel to the Marion County Schools facilities listed in Appendix C of this agreement if necessary, but will report to work at West Fairmont Middle School NOC.

8. If equipment requires parts replacement, the Systems Engineer shall contact the Marion County Technology Director to order replacement parts.

9. Alpha Technologies Systems Engineer will work a normal schedule of five (5) eight (8) hour days per week Monday through Friday excluding Alpha Technologies holidays of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day. Technician is not authorized to work over-time hours unless requested and authorized by the Marion County Schools Director of Technology and approved by the Alpha Technologies Project Manager. Overtime will apply for work beyond 40 hours per week and will be compensated at one and one-half (1 1/2) times the normal bill rate.

10. Alpha Technologies Systems Engineer earns Vacation time and is entitled to take these earned days, with the approval of the Marion County Director of Technology and Alpha Technologies Project Manager.

11. Alpha Technologies will provide a temporary substitute Systems Engineer to Marion County Schools for prolonged absences for short term disability, long term disability, and Vacation time if taken during the normal scheduled school year calendar for Marion County School.

12. Alpha Technologies will not be responsible for any training costs funded by the customer unless Alpha Technologies agrees to those charges in writing.

13. Systems Engineer can only service IT products that s/he has experience, knowledge and training.

14. Newly placed or renewal Systems Engineer shall work under a 30-day trial period. Once the trial period is complete, Marion County Schools Director of Technology shall notify Alpha Technologies Project Manager of acceptance or release. If released, Alpha Technologies will provide a substitute qualified technician within 10 business days on a temporary basis until such time as a suitable replacement candidate is recruited.

15. Alpha Technologies will provide a Systems Engineer with a basic level manufacturer certification congruent with the needs of Marion County Schools. Marion County Schools may request more advanced level technical training. However, Alpha Technologies reserves the right to renegotiate the technician's hourly billing rate in order to maintain market competitive pay for employee retention and competing market rate.
16. Alpha Technologies assigned Systems Engineer will take assignments from the Marion County Schools Work order system and the Marion County Schools Director of Technology has the final authority to direct work assignments and priorities.

17. Marion County Schools agrees not to recruit or hire any Alpha Technologies employees engaged under the terms of this agreement for one year after the Systems Engineer is no longer associated with this contract.

18. Marion County Schools can escalate unfulfilled assignments to the Alpha Technologies President, Doug Tate, at (304) 201-7485 or email at dtate@alpha-tech.us.

8 Miscellaneous Terms and Conditions
(Intentionally Left Blank)

9 Change Control Process

Overview: Changes to this SOW may be initiated by providing a written request to the other party. Both parties will review any change requests and advise each other if the request can be accepted and if so, the price schedule impacts. Changes will be added as an amendment to this SOW only when both parties agree and have signed the amendment.

The following provides a detailed process to follow if a change to this SOW is required.

1. A Change Request form will be the vehicle for communication change. The Change Request form must describe the change, the rationale for the change, and the effect the change will have on the program. A sample Change Request form is provided on Appendix A to this SOW. Appendix A is hereby incorporated by reference and made a part of this SOW.

2. Either Client Project Manager or the Alpha Technologies Program Manager may request a change to this SOW.

3. The party requesting the change will review the proposed change and determine whether to submit the request to the other party.

4. Both parties will review the proposed change request and approve it for further investigation or reject it. Alpha Technologies will specify any charges for such investigation. If the investigation is authorized, both parties will sign the Change Request, which will constitute approval for investigation charges. Alpha Technologies will invoice Client for any such charges. The investigation will determine the effect that the implementation of the Change Request will have on price, schedule, and other terms and conditions of the contract. This effect may be an addition or reduction in scope.

5. A written Change Request must be signed by both parties to authorize implementation of the investigated changes and a contract amendment will be put in place.
10 Acceptance

This SOW and the Agreement constitute the entire agreement of the parties and supersede all prior or contemporaneous oral or written communications, proposals and representation with respect to their subject matter and prevail over any conflicting or additional terms of any quote, invoice, acknowledgement, pre-printed purchase order terms, or similar communication between the parties. No modification to this SOW will be binding unless in writing and signed by an authorized representative of each party in accordance with the Alpha Technologies change control process.

Signature on this SOW to start work signifies acceptance of both the price and the standard terms and conditions stated herein.

By signing this SOW, both parties acknowledge they have read, and understood and agreed to all terms of this SOW.

Accepted by and on behalf of:

Marion County Board of Education

Authorized Signature

Title

Date

Alpha Technologies, Inc.

Authorized Signature

President / CEO

Title

Date

4/2/19
## 10.1 Address / Remit To

Alpha Technologies and Client provide the following information on contacts, company addresses and Remit to information.

### General Contact Information

<table>
<thead>
<tr>
<th>Client Contact</th>
<th>Alpha Technologies Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Chad A. Norman</td>
</tr>
<tr>
<td>Address</td>
<td>200 Gaston Avenue</td>
</tr>
<tr>
<td>City State Zip</td>
<td>Fairmont, WV 26554</td>
</tr>
<tr>
<td>Telephone</td>
<td>304-267-2100</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:cnorman@k12.wv.us">cnorman@k12.wv.us</a></td>
</tr>
<tr>
<td></td>
<td>Doug Tate</td>
</tr>
<tr>
<td></td>
<td>4003 Outlook Drive</td>
</tr>
<tr>
<td></td>
<td>Hurricane, WV 25526</td>
</tr>
<tr>
<td></td>
<td>304-201-7485</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:dtate@alpha-tech.us">dtate@alpha-tech.us</a></td>
</tr>
</tbody>
</table>

### Corporate Addresses

<table>
<thead>
<tr>
<th>Client Corporate</th>
<th>Alpha Technologies Corporate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Marion County Schools</td>
</tr>
<tr>
<td>Address</td>
<td>200 Gaston Avenue</td>
</tr>
<tr>
<td>City State Zip</td>
<td>Fairmont, WV 26554</td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://www.marionboe.com">www.marionboe.com</a></td>
</tr>
<tr>
<td></td>
<td>Alpha Technologies, Inc.</td>
</tr>
<tr>
<td></td>
<td>4003 Outlook Drive</td>
</tr>
<tr>
<td></td>
<td>Hurricane, WV 25526</td>
</tr>
<tr>
<td></td>
<td>304-201-7485</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.alpha-tech.us">www.alpha-tech.us</a></td>
</tr>
</tbody>
</table>

### Remit to Address

<table>
<thead>
<tr>
<th>Client Remit to</th>
<th>Alpha Technologies Remit To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Chad A. Norman</td>
</tr>
<tr>
<td>Address</td>
<td>200 Gaston Avenue</td>
</tr>
<tr>
<td>City State Zip</td>
<td>Fairmont, WV 26554</td>
</tr>
<tr>
<td>Telephone</td>
<td>304-267-2100</td>
</tr>
<tr>
<td></td>
<td>Alpha Technologies, Inc.</td>
</tr>
<tr>
<td></td>
<td>PO Box 1114</td>
</tr>
<tr>
<td></td>
<td>Scott Depot, WV 25560</td>
</tr>
<tr>
<td></td>
<td>304-201-7485</td>
</tr>
</tbody>
</table>
Appendix A - Change Request Form Example

SECTION I: Change Request Description

Tracking ID Num: ____________________________
Prepared By: ____________________________ Phone: ____________________________
Date Prepared: ____________________________
Requested By: ____________________________ Phone: ____________________________

Proposed Change
Description of change requested (include all affected tasks, deliverables):

Insert description.

Benefits of the change (quantitative and qualitative):

Insert description.

SECTION II: Authorization to Proceed with Analysis

Alpha Technologies Signature: ____________________________
Name (Printed): ____________________________
Email: ____________________________
Phone: ____________________________
Date: ____________________________

SECTION III: Change Request Tracking

Tracking ID Number: ____________________________
Requester Name: ____________________________
Modification Date: ____________________________

Modifications to Change Request:

Insert description of modifications including changes to pricing.
Schedule Revision:
Pending signature.
Insert description:

Cost Revision:
Cost: $Additional/Reduction
Party Responsible for Charge: Marion County Board of Education

SECTION IV: CHANGE REQUEST APPROVALS:
Alpha Technologies, Inc.
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Marion County Board of Education
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

End of Appendix A
## Appendix B - Defined Terms

The following have been provided to indicate definitions of words and phrases that have specific, SOW-related meanings when used with initial capital letters in the SOW and its Appendices.

<table>
<thead>
<tr>
<th>Term:</th>
<th>Definition:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverables:</td>
<td>Equipment, Alpha Technologies Provided Software, and Document to be provided and/or created by Alpha Technologies under this SOW and as described in this SOW.</td>
</tr>
<tr>
<td>End user:</td>
<td>An individual authorized by Client and registered with the Service Desk for whom, at a minimum, Baseline Services are provided.</td>
</tr>
<tr>
<td>Equipment:</td>
<td>All items of computing and networking equipment, including Third Party Equipment, but which is not Cabling or Cabling Termination Equipment that Alpha Technologies has agreed to provide Services for hereunder. Equipment includes Infrastructure Equipment and End-user Desktop Equipment.</td>
</tr>
<tr>
<td>Incident:</td>
<td>Any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service.</td>
</tr>
<tr>
<td>Key Performance Indicator:</td>
<td>A measurable quantity against which specific Performance Criteria can be set when drawing up the SLA.</td>
</tr>
<tr>
<td>Metric:</td>
<td>Measurable element of a service process or function.</td>
</tr>
<tr>
<td>Normal Business Hours:</td>
<td>This period is defined as Monday through Friday, 8:00AM - 5:00PM local time, except during scheduled holidays and closings.</td>
</tr>
<tr>
<td>One-time Charges:</td>
<td>Any payments for Deliverables, which Client agrees to make on a one-time basis and which are not amortized over the term of the SOW.</td>
</tr>
<tr>
<td>Purchase Order or &quot;PO&quot;:</td>
<td>A document authorizing Alpha Technologies to undertake the Services. All POs will be governed by the terms and conditions stated herein and any other terms mutually agreed upon by the parties. No preprinted terms on any PO form will</td>
</tr>
<tr>
<td>Services:</td>
<td>As listed and defined in Section 2, Scope of Services.</td>
</tr>
<tr>
<td>Services Entitlement:</td>
<td>Services will only be provided to the listed Equipment, Client Sites, Serial Numbers or Client as defined in the SOW and listed in Appendix C.</td>
</tr>
<tr>
<td>Service Level Agreements or SLA:</td>
<td>Written agreement that documents agreed Service Levels for a Service.</td>
</tr>
<tr>
<td>Service Level Objectives or SLO:</td>
<td>Written agreement that documents agreed objectives to service levels for a Service.</td>
</tr>
</tbody>
</table>

End of Appendix B
Appendix C - Service Entitlement List

Any changes to this Appendix C must be mutually agreed upon by both parties and amended to incorporate into this SOW.

Barnes Learning Center  
100 Naomi Street  
Fairmont, WV 26554  
Phone - 304-367-2127  
Fax - 304-367-2174

Barrackville Elementary/Middle School  
509 Pike Street  
Barrackville, WV 26559  
Phone - 304-367-2128  
Fax - 304-367-2173

Blackshire Elementary School  
77 Blackshire Drive  
Mannington, WV 26582  
Phone - 304-986-2707  
Fax - 304-986-2715

East Dale Elementary School  
Rt. 3  
Fairmont, WV 26554  
Phone - 304-367-2132  
Fax - 304-366-2522

East Fairmont High School  
1993 Airport Road  
Fairmont, WV 26554  
Phone - 304-367-2140  
Fax - 304-367-2180

East Fairmont Junior High School  
Orion Lane  
Fairmont, WV 26554  
Phone - 304-367-2123  
Fax - 304-367-2179

East Park Elementary School  
1025 Fairfax Street  
Fairmont, WV 26554  
Phone - 304-367-2134  
Fax - 304-367-2187

Fairmont Senior High School  
Loop Park  
Fairmont, WV 26554  
Phone - 304-367-2150  
Fax - 304-366-5988

Fairview Elementary School  
100 School Street  
Fairview, WV 26570  
Phone - 304-449-1752  
Fax - 304-449-1866

Fairview Middle School  
PO Box300  
Fairview, WV 26570  
Phone - 304-449-1312  
Fax - 304-449-1305

Jayenne Elementary School  
1504 Country Club Road  
Fairmont, WV 26554  
Phone - 304-367-2136  
Fax - 304-367-2178

Maintenance Department  
28 1st Street  
Fairmont, WV 26554  
Phone - 304-367-2176  
Fax - 304-367-2160

Statement of Work

Confidential Information
<table>
<thead>
<tr>
<th>School/Center/Organization</th>
<th>Address 1</th>
<th>Address 2</th>
<th>Phone 1</th>
<th>Phone 2</th>
<th>Fax 1</th>
<th>Fax 2</th>
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<tr>
<td>Mannington Middle School</td>
<td>113 Clarksburg Street</td>
<td>Mannington, WV 26582</td>
<td>304-986-1050</td>
<td>304-986-1747</td>
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<td>Marion Co. Adult &amp; Community Education Center</td>
<td>601 Locust Avenue</td>
<td>Fairmont, WV 26554</td>
<td>304-363-7323</td>
<td>304-366-2483</td>
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<tr>
<td>Marion County Technical Center</td>
<td>2 North Marion Drive</td>
<td>Farmington, WV 26571</td>
<td>304-986-3590</td>
<td>304-986-3440</td>
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<tr>
<td>Marion County's Board Office</td>
<td>200 Gaston Ave.</td>
<td>Fairmont, WV 26554</td>
<td>(304) 367-2100</td>
<td>(304) 367-2111</td>
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<tr>
<td>Munongah Elementary School</td>
<td>628 Walnut Street</td>
<td>Monongah, WV 26554</td>
<td>304-367-2159</td>
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<td>Monongah Middle School</td>
<td>550 Camden Avenue</td>
<td>Monongah, WV 26554</td>
<td>304-367-2164</td>
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<td>North Marion High School</td>
<td>1 North Marion Drive</td>
<td>Farmington, WV 26571</td>
<td>304-986-3083</td>
<td>304-986-3086</td>
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<td>Pleasant Valley Elementary School</td>
<td>58 Valley School Road</td>
<td>Fairmont, WV 26554</td>
<td>304-367-2175</td>
<td>304-367-2148</td>
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<tr>
<td>Rivesville Elementary/Middle School</td>
<td>229 Phillips Avenue</td>
<td>Rivesville, WV 26588</td>
<td>304-278-5331</td>
<td>304-278-5351</td>
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<tr>
<td>Transportation Department</td>
<td>614 Virginia Avenue</td>
<td>Fairmont, WV 26554</td>
<td>304-367-2161</td>
<td>304-367-2160</td>
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<td>Watson Elementary School</td>
<td>1579 Mary Lou Retton Dr</td>
<td>Fairmont, WV 26554</td>
<td>304-367-2156</td>
<td>304-366-0107</td>
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<td>West Fairmont Middle School</td>
<td>110 10th Street</td>
<td>Fairmont, WV 26554</td>
<td>304-366-5831</td>
<td>304-366-5636</td>
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<tr>
<td>White Hall Elementary School</td>
<td>38 Emerald Lane</td>
<td>Fairmont, WV 26554</td>
<td>304-367-2158</td>
<td>304-367-2181</td>
<td></td>
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</tbody>
</table>
CHILD NUTRITION

Marion County Board of Education
Office of Child Nutrition
500 11th Street
Fairmont, West Virginia 26554

Terri Ata
School Nutrition Program Director
304-367-2106
www.mcbechildnutrition.com

August 2, 2019

AGREEMENT

MEAL CONTRACT FOR WONDERLAND LEARNING & CHILD CARE CENTER.
2019-2020

This agreement, entered into as of this 2nd day of August 2019, by and between Wonderland Learning & Child Care Center and the Marion County Board of Education, State of West Virginia.

Marion County Board of Education and Wonderland Learning & Child Care Center do mutually agree as follows:

1. Wonderland Learning & Child Care Center agrees to prepare and furnish food for breakfast and lunch for each child in the facility.

2. All meals prepared will meet or exceed USDA meal requirements. Menus will be planned by Wonderland Learning & Child Care Center and provided to the Marion County BOE Supervisor of Child Nutrition.

3. Wonderland Learning & Child Care Center will keep accurate records of the “point of service” of who eats daily and maintain accurately for billing and audit purposes. A copy of the “point of service” record will be provided at the end of each month to the BOE Supervisor of Child Nutrition.

4. The Marion County Board of Education will pay Wonderland Learning & Child Care Center for the aforementioned meals for all children at a rate of Three Dollars and Fifty Cents ($3.50) for each lunch, and Two Dollars and Twenty Cents ($2.20) for each breakfast. Wonderland Learning & Child Care Center will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 500 11th Street, Fairmont, WV 26554 for the total due Wonderland Learning & Child Care Center.

5. The Marion County Board of Education will file for reimbursement for breakfasts and lunches served to all students on days that Marion County Schools are in session. Wonderland Learning & Child Care Center will file for reimbursement on days Marion County Schools are not in session and all snacks served.

6. Wonderland Learning & Child Care Center will not reimburse Marion County Board of Education for meals served to children who do not qualify for free meals. All meals served will be claimed at a CEP school which means no child will be charged for meals consumed.

7. This contract may be terminated by either party with a sixty (60) day written notice.
MARION COUNTY BOARD OF EDUCATION
1516 Mary Lou Retton Drive
Fairmont, WV 26554

BY: ___________________________ DATE: ___________________________
    Mr. Randall Farley, Superintendent

ATTEST: ___________________________ DATE: ___________________________

WONDERLAND LEARNING & CHILD CARE CENTER
811 East Main St.
Mannington, WV 26582

BY: ___________________________ DATE: ___________________________
    Mary Jo Elliott

ATTEST: ___________________________ DATE: ___________________________
AGREEMENT

MEAL CONTRACT FOR HEART JUNCTION CHILD CARE CENTER
2019-2020

This agreement, entered into as of this 2nd day of August 2019, by and between Heart Junction Child Care Center and the Marion County Board of Education, State of West Virginia.

Marion County Board of Education and Heart Junction Child Care Center do mutually agree as follows:

1. Heart Junction Child Care Center agrees to prepare and furnish food for breakfast and lunch for each child in the facility.

2. All meals prepared will meet or exceed USDA meal requirements. Menus will be planned by Heart Junction Child Care Center and provided to the Marion County BOE Supervisor of Child Nutrition.

3. Heart Junction Child Care Center will keep accurate records of the "point of service" of who eats daily and maintain accurately for billing and audit purposes. A copy of the "point of service" record will be provided at the end of each month to the BOE Supervisor of Child Nutrition.

4. The Marion County Board of Education will pay Heart Junction Child Care Center for the aforementioned meals for all children at a rate of Three Dollars and Fifty Cents ($3.50) for each lunch, and Two Dollars and Twenty Cents ($2.20) for each breakfast. Heart Junction Child Care Center will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 500 11th Street, Fairmont, WV 26554 for the total due Heart Junction Child Care Center.

5. The Marion County Board of Education will file for reimbursement for breakfasts and lunches served to all students on days that Marion County Schools are in session. Heart Junction Child Care Center will file for reimbursement on days Marion County Schools are not in session and all snacks served.

6. Heart Junction Child Care Center will not reimburse Marion County Board of Education for meals served to children who do not qualify for free meals. All meals served will be claimed at a CEP school which means no child will be charged for meals consumed.

7. This contract may be terminated by either party with a sixty (60) day written notice.
MARION COUNTY BOARD OF EDUCATION
Office of Child Nutrition
500 11th Street
Fairmont, West Virginia 26554

CH CILD NUTRITION

August 2, 2019

TERI AYH
School Nutrition Program Director
304-367-2106
www.mcbechildnutrition.com

AGREEMENT

MEAL CONTRACT FOR BUMBLE BEAR CORNER
2019-2020

This agreement, entered into as of this 2nd day of August 2019, by and between Bumble Bear Corner and the Marion County Board of Education, State of West Virginia.

Marion County Board of Education and Bumble Bear Corner do mutually agree as follows:

1. Bumble Bear Corner agrees to prepare and furnish food for breakfast and lunch for each child in the facility.

2. All meals prepared will meet or exceed USDA meal requirements. Menus will be planned by Bumble Bear Corner and provided to the Marion County BOE Supervisor of Child Nutrition.

3. Bumble Bear Corner will keep accurate records of the "point of service" of who eats daily and maintain accurately for billing and audit purposes. A copy of the "point of service" record will be provided at the end of each month to the BOE Supervisor of Child Nutrition.

4. The Marion County Board of Education will pay Bumble Bear Corner for the aforementioned meals for all children at a rate of Three Dollars and Fifty Cents ($3.50) for each lunch, and Two Dollars and Twenty Cents ($2.20) for each breakfast. Bumble Bear Corner will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 500 11th Street, Fairmont, WV 26554 for the total due Bumble Bear Corner.

5. The Marion County Board of Education will file for reimbursement for breakfasts and lunches served to all students on days that Marion County Schools are in session. Bumble Bear Corner will file for reimbursement on days Marion County Schools are not in session and all snacks served.

6. Bumble Bear Corner will not reimburse Marion County Board of Education for meals served to children who do not qualify for free meals. All meals served will be claimed at a CEP school which means no child will be charged for meals consumed.

7. This contract may be terminated by either party with a sixty (60) day written notice.
MARION COUNTY BOARD OF EDUCATION
1516 Mary Lou Retton Drive
Fairmont, WV 26554

BY: ___________________________  DATE: ______________________
   Mr. Randall Farley, Superintendent

ATTEST: _________________________  DATE: ______________________

Bumble Bear Corner
303 Columbia Street
Fairmont, WV 26554

BY: ___________________________  DATE: ______________________
   Gloria Haught

ATTEST: _________________________  DATE: ______________________
AGREEMENT

MEAL CONTRACT FOR BRIGHT BEGINNING DAY CARE & PRESCHOOL CENTER INC.  
2019-2020

This agreement, entered into as of this 2nd day of August 2019, by and between Bright Beginning Day Care & Preschool Center Inc. and the Marion County Board of Education, State of West Virginia.

Marion County Board of Education and Bright Beginning Day Care & Preschool Center Inc. do mutually agree as follows:

1. Bright Beginning Day Care & Preschool Center Inc. agrees to prepare and furnish food for breakfast and lunch for each child in the facility.

2. All meals prepared will meet or exceed USDA meal requirements. Menus will be planned by Bright Beginning Day Care & Preschool Center Inc. and provided to the Marion County BOE Supervisor of Child Nutrition.

3. Bright Beginning Day Care & Preschool Center Inc. will keep accurate records of the "point of service" of who eats daily and maintain accurately for billing and audit purposes. A copy of the "point of service" record will be provided at the end of each month to the BOE Supervisor of Child Nutrition.

4. The Marion County Board of Education will pay Bright Beginning Day Care & Preschool Center Inc. for the aforementioned meals for all children at a rate of Three Dollars and Fifty Cents ($3.50) for each lunch, and Two Dollars and Twenty Cents ($2.20) for each breakfast. Bright Beginning Day Care & Preschool Center Inc. will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 500 11th Street, Fairmont, WV 26554 for the total due Bright Beginning Day Care & Preschool Center Inc.

5. The Marion County Board of Education will file for reimbursement for breakfasts and lunches served to all students on days that Marion County Schools are in session. Bright Beginning Day Care & Preschool Center Inc. will file for reimbursement on days Marion County Schools are not in session and all snacks served.

6. Bright Beginning Day Care & Preschool Center Inc. will not reimburse Marion County Board of Education for meals served to children who do not qualify for free meals. All meals served will be claimed at a CEP school which means no child will be charged for meals consumed.

7. This contract may be terminated by either party with a sixty (60) day written notice.
MARIION COUNTY BOARD OF EDUCATION
1516 Mary Lou Retton Drive
Fairmont, WV 26554

BY: ___________________________ DATE: __________________
    Mr. Randall Farley, Superintendent

ATTEST: ________________________ DATE: __________________

BRIGHT BEGINNING DAY CARE & PRESCHOOL CENTER INC.
22 Moran Circle
Fairmont, WV 26554

BY: ___________________________ DATE: __________________
    Debbie Hearn

ATTEST: ________________________ DATE: __________________
CHILD NUTRITION

Marion County Board of Education
Office of Child Nutrition
500 11th Street
Fairmont, West Virginia 26554

Terri Atha
School Nutrition Program Director
304-367-2106
www.mcbschnutrition.com

August 2, 2019

AGREEMENT

MEAL CONTRACT FOR PC&TC Laboratory Preschool
2019-2020

This agreement, entered into as of this 2nd day of August, 2019, by and between PC&TC Laboratory Preschool and the Marion County Board of Education, State of West Virginia.

Marion County Board of Education and PC&TC Laboratory Preschool do mutually agree as follows:

1. PC&TC Laboratory Preschool agrees to prepare and furnish food for breakfast and lunch for each child in the facility.

2. All meals prepared will meet or exceed USDA meal requirements. Menus will be planned by PC&TC Laboratory Preschool and provided to the Marion County BOE Supervisor of Child Nutrition.

3. PC&TC Laboratory Preschool will keep accurate records of the “point of service” of who eats daily and maintain accurately for billing and audit purposes. A copy of the “point of service” record will be provided at the end of each month to the BOE Supervisor of Child Nutrition.

4. The Marion County Board of Education will pay PC&TC Laboratory Preschool for the aforementioned meals for all children at a rate of Three Dollars and Fifty Cents ($3.50) for each lunch, and Two Dollars and Twenty Cents ($2.20) for each breakfast. PC&TC Laboratory Preschool will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 500 11th Street, Fairmont, WV 26554 for the total due PC&TC Laboratory Preschool.

5. The Marion County Board of Education will file for reimbursement for breakfasts and lunches served to all students on days that Marion County Schools are in session. PC&TC Laboratory Preschool will file for reimbursement on days Marion County Schools are not in session and all snacks served.

6. PC&TC Laboratory Preschool will not reimburse Marion County Board of Education for meals served to children who do not qualify for free meals. All meals served will be claimed at a CEP school which means no child will be charged for meals consumed.

7. This contract may be terminated by either party with a sixty (60) day written notice.
AGREEMENT

MEAL CONTRACT FOR LEARNINGLAND DAY CARE & PRESCHOOL CENTER LLC
2019-2020

This agreement, entered into as of this 2nd day of August 2019, by and between LearningLand Day Care & Preschool Center LLC, and the Marion County Board of Education, State of West Virginia.

Marion County Board of Education and LearningLand Day Care & Preschool Center LLC do mutually agree as follows:

1. LearningLand Day Care & Preschool Center LLC agrees to prepare and furnish food for breakfast and lunch for each child in the facility.

2. All meals prepared will meet or exceed USDA meal requirements. Menus will be planned by LearningLand Day Care & Preschool Center LLC, and provided to the Marion County BOE Supervisor of Child Nutrition.

3. LearningLand Day Care & Preschool Center LLC will keep accurate records of the "point of service" of who eats daily and maintain accurately for billing and audit purposes. A copy of the "point of service" record will be provided at the end of each month to the BOE Supervisor of Child Nutrition.

4. The Marion County Board of Education will pay LearningLand Day Care & Preschool Center LLC for the aforementioned meals for all children at a rate of Three Dollars and Fifty Cents ($3.50) for each lunch, and Two Dollars and Twenty Cents ($2.20) for each breakfast. LearningLand Day Care & Preschool Center LLC will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 500 11th Street, Fairmont, WV 26554 for the total due LearningLand Day Care & Preschool Center LLC.

5. The Marion County Board of Education will file for reimbursement for breakfasts and lunches served to all students on days that Marion County Schools are in session. LearningLand Day Care & Preschool Center LLC will file for reimbursement on days Marion County Schools are not in session and all snacks served.

6. LearningLand Day Care & Preschool Center LLC will not reimburse Marion County Board of Education for meals served to children who do not qualify for free meals. All meals served will be claimed at a CEP school which means no child will be charged for meals.

7. This contract may be terminated by either party with a sixty (60) day written notice.
MARION COUNTY BOARD OF EDUCATION  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

BY: ____________________________ DATE: ____________________
    Mr. Randall Farley, Superintendent

ATTEST: __________________________ DATE: ____________________

LearningLand Day Care & Preschool Center LLC  
Fairmont, WV 26554

BY: ____________________________ DATE: ____________________
    Danielle Small

ATTEST: __________________________ DATE: ____________________
AGREEMENT

MEAL CONTRACT FOR SUNBEAM CHILD CARE CENTER
2019-2020

This agreement, entered into as of this 2nd day of August 2019, by and between Sunbeam Child Care Center and the Marion County Board of Education, State of West Virginia.

Marion County Board of Education and Sunbeam Child Care Center do mutually agree as follows:

1. Sunbeam Child Care Center agrees to prepare and furnish food for breakfast and lunch for each child in the facility.

2. All meals prepared will meet or exceed USDA meal requirements. Menus will be planned by Sunbeam Child Care Center and provided to the Marion County BOE Supervisor of Child Nutrition.

3. Sunbeam Child Care Center will keep accurate records of the “point of service” of who eats daily and maintain accurately for billing and audit purposes. A copy of the “point of service” record will be provided at the end of each month to the BOE Supervisor of Child Nutrition.

4. The Marion County Board of Education will pay Sunbeam Child Care Center for the aforementioned meals for all children at a rate of Three Dollars and Fifty Cents ($3.50) for each lunch, and Two Dollars and Twenty Cents ($2.20) for each breakfast. Sunbeam Child Care Center will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 500 11th Street, Fairmont, WV 26554 for the total due Sunbeam Child Care Center.

5. The Marion County Board of Education will file for reimbursement for breakfasts and lunches served to all students on days that Marion County Schools are in session. Sunbeam Child Care Center will file for reimbursement on days Marion County Schools are not in session and all snacks served.

6. Sunbeam Child Care Center will not reimburse Marion County Board of Education for meals served to children who do not qualify for free meals. All meals served will be claimed at a CEP school which means no child will be charged for meals consumed.

7. This contract may be terminated by either party with a sixty (60) day written notice.
Memorandum of Understanding

Between

Learning Options, Inc. and Marion County Board of Education

To provide Mountaineer Math Enrichment Program at Monongah Elementary School to approximately 18 students in grades 2 through 4, immediately after school in 10 weekly sessions during the Fall 2019 semester, beginning September 26, 2019, and for an additional 10 weeks during the Spring 2020 semester, beginning February 6, 2020.

The program will be open to all students with parental permission; due to limited space, students will be chosen at random to fill available spaces, and when possible those on a waiting list will be enrolled during the second semester.

Learning Options, Inc., a 501(c)(3) nonprofit corporation based at 305 Songbird Lane, Fairmont, WV will provide materials, instructors (both paid and volunteer), and registration forms as needed to support the Mountaineer Math Enrichment Program.

Marion County Board of Education Title I program will provide scholarships for participating students at $60 per student for 10 weeks, and will hire a Marion County teacher based at Monongah Elementary School to assist with managerial type activities which may arise during the course of the program.

Marion County Board of Education Child Nutrition will provide a snack for each student on dates the program is held.

Monongah Elementary School will provide space for the program in its multipurpose room as well as internet access when needed. Monongah Elementary will also communicate with parents to secure permission and to notify about scheduling.

Mary Ellen Sullivan
Education Director
Learning Options, Inc.

Randall D. Farley
Superintendent
Marion County Schools

Signature  Date  Signature  Date

305 Songbird Lane, Fairmont, WV 26554  304-366-3722  LearningOptionsWV@gmail.com
August 7, 2019

Marion County Board of Education
200 Gaston Ave
Fairmont, WV 26554

Subject: West Virginia University Contract U16MCBOE

To Whom It May Concern,

Your open-end contract with WVU, U16MCBOE, providing Provision of on-site coordination of its preservice teacher candidate enrolled in: a. The Benedum Collaborative, Five-Year Teacher Education program; The West Virginia University Four-Year Teacher Education program; or c. The West Virginia University Special Education program, expires on July 31, 2019. In accordance with the terms and conditions of this agreement, this contract if mutually agreed between both parties, may renew for another one (1) year term.

At this time, WVU wishes to pursue the option for renewal for the period August 1, 2019 through July 31, 2020. If you agree to renew at the same terms and conditions and prices, you may sign the acknowledgment below and return this letter to me with a copy of your Certificate of General Liability Insurance Coverage, a completed Purchasing Affidavit, and signed Acknowledgement of Rule 1.7. Should you require any changes, you must clearly indicate those to me in writing under separate cover for consideration.

If you have any questions, you may call me at 304-293-8472 or email sara.harvey@mail.wvu.edu.

Sincerely,

Sara Harvey
Category Analyst

I agree with the foregoing request for renewal of contract.

FIRM: Marion County Board of Education  (Please complete all information)

BY:  
(Printed Name)

(Address)

(Signature)

(City)

(Status)

(Zip)

(Date)

(Firm)

(E-mail address)

Phone: 304-293-5711
Fax: 304-293-8152

Onion Warren Office, 3rd Floor
PO Box 6024
Morgantown WV 26506-6024
STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §§5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form of business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §§51-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owes a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: ____________________________

Authorized Signature: ____________________________ Date: __________

State of ________________, to-wit:

County of __________________, to-wit:

Taken, subscribed, and sworn to before me this ___ day of __________, 20__.

My Commission expires ________________, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC ____________________________

Purchasing Affidavit (Revised 01/19/2016)
INVOICE

July 31, 2019

To: Marion County Board of Education
   Attn: Scott Reider
   1516 Mary Lou Retton Drive
   Fairmont, WV 26554

Invoice #2019-Marion

Amount: $10,000.00

Support of the WVU Five-Year Teacher Education Program for Professional Development for the school year 2019-2020. The Professional Development's work with the five partnering counties in the Collaborative includes coordinating professional development activities in areas such as Professional Learning Communities (PLCs), collaborative faculty and Pre-Service Teacher Candidate research initiatives that may have an impact on student learning within that school community, 21st Century Learning Skills, working with children and families in poverty, etc, as well as work with PDS Steering Committees.

Please make check payable to: West Virginia University

Mail check to: West Virginia University
   College of Education and Human Services
   Five-Year Teacher Education Program
   Attn: Lisa Barnette
   606D Allen Hall, PO Box 6122
   Morgantown, WV 26506-6122
MEMORANDUM

To: Mr. Randy Farley
    Superintendent
From: Stacey Oliver
Subject: Board Agenda
Date: 8/12/2019

Please request approval for the renewal of the Collaborative WV Pre-K Agreements between Bright Beginnings, Learning Land, Wonderland, Sunbeam Learning Center, Pierpont Community & Technical College Laboratory School, Heart Junction, Bumble Bear and the Marion County Board of Education for The Marion County Community Collaborative Universal WV Pre-K for 2019-2020 school year.

Agreements are attached

Funding: County

5-2083
5-2084
5-2085
5-2086
5-2087
5-2088
5-2089
CONTRACTUAL AGREEMENT BETWEEN
MARION COUNTY BOARD OF EDUCATION
AND BRIGHT BEGINNINGS

This agreement is being proposed in order to implement Marion County's Pre-K Plan for the 2019-2020 school year. Through this contractual agreement, Bright Beginnings will offer a Pre-K Program for four-year-olds and any three-year-old with an IEP this coming school year. The total cost of this contract is $108,000.00 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 made and executed in duplicate this 2nd day of July 2019 by and between Bright Beginnings (the provider) and Marion County Board of Education (the board).

WITNESSETH

WHEREAS, The Provider operates a pre-school center for four-year-olds and three year olds with IEPs, and,

WHEREAS, the parties have agreed to collaborate in the delivery of Pre-School services for up to 20 children per classroom at the Bright Beginnings center, which will be known as a WV Pre-K Site.

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

1. DUTIES OF THE PROVIDER

A. Services: The Provider will assure the following:

   a. The Provider will operate at its Center two licensed Pre-School classrooms. The Center will recruit, identify and enroll eligible Pre-school children and provide services identified in WV Rule 126CSR28
   b. The provision of a classroom space appropriately equipped to meet the needs of up to 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.
   c. The provision of two staff members per classroom as specified in WV Policy 2525.
   d. Each Pre-k classroom must provide at least fifteen hundred minutes of instruction per week and forty-eight thousand minutes of instruction annually. A calendar will be submitted with contract for approval by the board. **Full time equivalent (FTE)** for WV Pre-K Classrooms will be determined through documentation of 25 hours/week of instruction. The daily classroom schedule will be submitted to the Board along with the contract yearly.
   e. 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. The Provider will submit attendance weekly along with meal logs to Watson Elementary the designated home school.
   f. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
   g. Utilize a universal enrollment form and process for enrolling and serving eligible children.
   h. The utilization of the Creative Curriculum and any other curriculum enhancements approved by the 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.
i. 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. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and Student Information Forms should be sent to the designated school along with all necessary paperwork.

j. Individual student portfolios shall be maintained by The Provider to document the progress of individual students and ensure the utilization of the WV Early Learning Reporting system.

k. Participate in the writing of IEP's with The Board.

l. The program will be evaluated annually using the evaluation instrument selected by the Core team and participate in the ongoing monitoring process and make adjustments as necessary to meet mandated guidelines.

m. Once a child is enrolled, the Provider a universal enrollment form, immunization records, a certified copy of a birth certificate from vital registration, a dental and up to date physical within 45 days of enrollment. Permanent record files shall be transferred to other Prekindergarten sites within the county should the child move during the school year. If the child transitions to a school in Marion County the permanent record file should be transferred to that school.

n. Tuition - 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. The pre-k program 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. The provider will submit to the Board the cost for before and after care. The provider shall notify the board of any changes in rates throughout the year. Families who wish to be enrolled in the centers program only during those hours of the Pre-k program shall not be charged.

o. Universal enrollment – a copy of all applications taken from any family will be sent to the board along with updates on center enrollment.

B. Enrollment: The Provider shall ensure the following:

a. The Provider will enroll not less than 40 students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.

b. Utilize a universal application form and enrollment process for eligible children as established by the Marion County Core team.

c. Submit information on children prior to Pre-K Registration and participate in registration day set by the Marion County Core team.

d. Ensure ongoing communication related to enrollment into Pre-K, WVEIS, and disenrollment according to the Marion County Attendance Guidelines.
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.

f. Enrollment requirements and records, including medical, certificate of live birth, disability, and dental are maintained according to the established county process.

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.

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 Policies 5202 and 2525 and hold a current temporary or permanent Early Childhood Classroom Assistant Teacher Authorization.

c. The Provider will submit copies of teacher certification/authorization and Early Childhood Classroom Assistant Teacher authorization to the county Coordinator of Early Learning with the collaborative contract.

d. Any long term sub – any person who works more than thirty instructional days must have correct certification to teach Pre-K. If not a waiver must be approved by the state.

e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications – this includes anytime there is a change in staff throughout the year.
f. Background checks must be completed on all staff who have unsupervised access to children every five years. Results must be submitted to the board as needed.

g. The staff will participate in at least 15 hours of staff development training, six 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. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care. Documentation of the hours must be turned in yearly to the Board.

h. The staff will be evaluated and disciplined by The Provider.

E. **Communications**: The Provider shall:

   a. 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.
   b. Maintain open communication with the Board.

F. **Transition**: The following activities will take place to assure smooth transitions for children moving from the WV Pre-K Program to kindergarten:

   a. 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.
   b. 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.

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. Student records should be kept in a locked filing cabinet.
K. **Invoices:** The Provider will invoice the Board of Education in December for the cost of providing the WV Pre-K Program beginning in August and ending in June for two thousand seven hundred dollars ($2,700.00) for each FTE Pre-K eligible child enrolled for a maximum of one hundred eight thousand dollars ($108,000.00) for the year.

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:

   a. 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.

   b. 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:**

   a. The Board will conduct developmental and speech/language screening for all children enrolled in the WV Pre-K Program prior to the start of the school year.

   b. The Board will provide services to Pre-K students with disabilities.

   c. The Board will help provide both breakfast and lunch for children attending the WV Pre-K Program utilizing USDA guidelines.

   d. The Board will provide sufficient funds for curriculum materials to the Provider’s program to meet the standards of a WV Pre-K Program.

   e. The Board will provide transportation to any Pre-K child with disabilities if so noted on their IEP and to those children who live in the designated attendance area. Transportation schedules will be set by the Transportation Department.

   f. The Board will provide technical assistance for the implementation of the Pre-K Program and trainings throughout the year.

C. **Transition:** The following activities will take place to ensure the smooth transition of students from WV Pre-K Program to Kindergarten:

   a. Provide an orientation session for entering kindergarten students at an elementary school to facilitate transition.

   b. Provide staff development jointly for WV Pre-K and K teachers.

D. **Contract Amount:** The contracted amount for all personnel costs, curriculum materials, and utilities for the current school year will not exceed $108,000.00. 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 August 26, 2019 and ending June 30, 2020.

D. **Modification**: The parties may mutually amend this Agreement. Any Amendments shall be placed in writing, signed by both parties and attached hereto.

E. **Impasse/Dispute Resolution**: Should a concern regarding possible conflict between participating parties arise, the following procedures shall be followed:

   a. A meeting shall be conducted for the purpose of resolving the issue at the local level with the Pre-k contact, principal, and/or child care partner.
   b. If not resolved, a second meeting involving the Superintendent, Child Care Director and Pre-k contact shall be convened.
   c. If still not resolved, either party could request an external Mediator to assist in the dispute resolution.

F. **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.

Marion County Board of Education Superintendent

[Signature]

Marion County Coordinator of Early Learning

[Signature]

Child Care Owner/Director/President

[Signature]
CONTRACTUAL AGREEMENT BETWEEN
MARION COUNTY BOARD OF EDUCATION
AND BUMBLE BEAR

This agreement is being proposed in order to implement Marion County's Pre-K Plan for the 2019-2020 school year. Through this contractual agreement, Bumble Bear will offer a Pre-K Program for four-year-olds and any three-year-old with an IEP's this coming school year. The total cost of this contract is $54,000.00 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 made and executed in duplicate this 2nd day of July 2019 by and between Bumble Bear (the provider) and Marion County Board of Education (the board).

WITNESSETH

WHEREAS, The Provider operates a pre-school center for four-year-olds and three year olds with IEPs, and,

WHEREAS, the parties have agreed to collaborate in the delivery of Pre-School services for up to 20 children per classroom at the Bumble Bear center, which will be known as a WV Pre-K Site.

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

1. DUTIES OF THE PROVIDER

A. Services: The Provider will assure the following:

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

b. The provision of a classroom space appropriately equipped to meet the needs of up to 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.

c. The provision of two staff members per classroom as specified in WV Policy 2525.

d. Each Pre-k classroom must provide at least fifteen hundred minutes of instruction per week and forty-eight thousand minutes of instruction annually. A calendar will be submitted with contract for approval by the board. Full time equivalent (FTE) for WV Pre-K Classrooms will be determined through documentation of 25 hours/week of instruction. The daily classroom schedule will be submitted to the Board along with the contract yearly.

e. 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. The Provider will submit attendance weekly along with meal logs to East Park Elementary the designated home school.

f. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.

g. Utilize a universal enrollment form and process for enrolling and serving eligible children.

h. The utilization of the Creative Curriculum and any other curriculum enhancements approved by the 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.
i. 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. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and Student Information Forms should be sent to the designated school along with all necessary paperwork.

j. Individual student portfolios shall be maintained by The Provider to document the progress of individual students and ensure the utilization of the WV Early Learning Reporting system.

k. Participate in the writing of IEP's with The Board.

l. The program will be evaluated annually using the evaluation instrument selected by the Core team and participate in the ongoing monitoring process and make adjustments as necessary to meet mandated guidelines.

m. Once a child is enrolled, the Provider a universal enrollment form, immunization records, a certified copy of a birth certificate from vital registration, a dental and up to date physical within 45 days of enrollment. Permanent record files shall be transferred to other Prekindergarten sites within the county should the child move during the school year. If the child transitions to a school in Marion County the permanent record file should be transferred to that school.

n. Tuition - 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. The pre-k program 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. The provider will submit to the Board the cost for before and after care. The provider shall notify the board of any changes in rates throughout the year. Families who wish to be enrolled in the centers program only during those hours of the Pre-k program shall not be charged.

o. Universal enrollment – a copy of all applications taken from any family will be sent to the board along with updates on center enrollment.

B. **Enrollment**: The Provider shall ensure the following:

a. The Provider will enroll not less than 20 students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.

b. Utilize a universal application form and enrollment process for eligible children as established by the Marion County Core team.

c. Submit information on children prior to Pre-K Registration and participate in registration day set by the Marion County Core team.

d. Ensure ongoing communication related to enrollment into Pre-K, WVEIS, and disenrollment according to the Marion County Attendance Guidelines.
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](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.

f. Enrollment requirements and records, including medical, certificate of live birth, disability, and dental are maintained according to the established county process.

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.

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 Policies 5202 and 2525 and hold a current temporary or permanent Early Childhood Classroom Assistant Teacher Authorization.

   c. The Provider will submit copies of teacher certification/authorization and Early Childhood Classroom Assistant Teacher authorization to the county Coordinator of Early Learning with the collaborative contract.

   d. Any long term sub – any person who works more than thirty instructional days must have correct certification to teach Pre-K. If not a waiver must be approved by the state.

   e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications – this includes anytime there is a change in staff throughout the year.
f. Background checks must be completed on all staff who have 
unsupervised access to children every five years. Results must be 
submitted to the board as needed.

g. The staff will participate in at least 15 hours of staff development training, 
six 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. Any expenses necessary for the 
teacher/assistant to participate in training will be paid by the child care. 
Documentation of the hours must be turned in yearly to the Board.

h. The staff will be evaluated and disciplined by The Provider.

E. **Communications:** The Provider shall:

   a. 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.
   b. Maintain open communication with the Board.

F. **Transition:** The following activities will take place to assure smooth transitions 
   for children moving from the WV Pre-K Program to kindergarten:

   a. 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.
   b. 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.

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. Student records should be kept in a locked filing cabinet.
K. **Invoices**: The Provider will invoice the Board of Education in December for the cost of providing the WV Pre-K Program beginning in August and ending in June for two thousand seven hundred dollars ($2,700.00) for each FTE Pre-K eligible child enrolled for a maximum of fifty-four thousand dollars ($54,000.00) for the year.

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:

a. 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.
b. 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**:

a. The Board will conduct developmental and speech/language screening for all children enrolled in the WV Pre-K Program prior
b. The Board will provide services to Pre-K students with disabilities.
c. The Board will help provide both breakfast and lunch for children attending the WV Pre-K Program utilizing USDA guidelines.
d. The Board will provide sufficient funds for curriculum materials to the Provider’s program to meet the standards of a WV Pre-K Program.
e. The Board will provide transportation to any Pre-K child with disabilities if so noted on their IEP and to those children who live in the designated attendance area. Transportation schedules will be set by the Transportation Department.
f. The Board will provide technical assistance for the implementation of the Pre-K Program and trainings throughout the year.

C. **Transition**: The following activities will take place to ensure the smooth transition of students from WV Pre-K Program to Kindergarten:

a. Provide an orientation session for entering kindergarten students at an elementary school to facilitate transition.
b. Provide staff development jointly for WV Pre-K and K teachers.

D. **Contract Amount**: The contracted amount for all personnel costs, curriculum materials, and utilities for the current school year will not exceed $54,000.00. 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 August 26, 2019 and ending June 30, 2020.

D. **Modification:** The parties may mutually amend this Agreement. Any Amendments shall be placed in writing, signed by both parties and attached hereto.

E. **Impasse/Dispute Resolution:** Should a concern regarding possible conflict between participating parties arise, the following procedures shall be followed:

   a. A meeting shall be conducted for the purpose of resolving the issue at the local level with the Pre-k contact, principal, and/or child care partner.
   
   b. If not resolved, a second meeting involving the Superintendent, Child Care Director and Pre-k contact shall be convened.
   
   c. If still not resolved, either party could request an external Mediator to assist in the dispute resolution.

F. **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.

__________________________
Marion County Board of Education Superintendent

__________________________
Marion County Coordinator of Early Learning

__________________________
Child Care Owner/Director/President
CONTRACTUAL AGREEMENT BETWEEN
MARION COUNTY BOARD OF EDUCATION
AND HEART JUNCTION

This agreement is being proposed in order to implement Marion County's Pre-K Plan for the 2019-2020 school year. Through this contractual agreement, Heart Junction will offer a Pre-K Program for four-year-olds and any three-year-old with an IEP's this coming school year. The total cost of this contract is $54,000.00 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 made and executed in duplicate this 2nd day of July 2019 by and between Heart Junction (the provider) and Marion County Board of Education (the board).

WITNESSETH

WHEREAS, The Provider operates a pre-school center for four-year-olds and three year olds with IEPs, and,
WHEREAS, the parties have agreed to collaborate in the delivery of Pre-School services for up to 20 children per classroom at the Heart Junction center, which will be known as a WV Pre-K Site.

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

1. DUTIES OF THE PROVIDER

A. Services: The Provider will assure the following:

   a. The Provider will operate at its Center one licensed Pre-School classroom. The Center will recruit, identify and enroll eligible Pre-school children and provide services identified in WV Rule 125CSR28.
   b. The provision of a classroom space appropriately equipped to meet the needs of up to 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.
   c. The provision of two staff members per classroom as specified in WV Policy 2525.
   d. Each Pre-k classroom must provide at least fifteen hundred minutes of instruction per week and forty-eight thousand minutes of instruction annually. A calendar will be submitted with contract for approval by the board. Full time equivalent (FTE) for WV Pre-K Classrooms will be determined through documentation of 25 hours/week of instruction. The daily classroom schedule will be submitted to the Board along with the contract yearly.
   e. 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. The Provider will submit attendance weekly along with meal logs to Rivesville Elementary the designated home school.
   f. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
   g. Utilize a universal enrollment form and process for enrolling and serving eligible children.
   h. The utilization of the Creative Curriculum and any other curriculum enhancements approved by the 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.
i. 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. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and Student Information Forms should be sent to the designated school along with all necessary paperwork.

j. Individual student portfolios shall be maintained by The Provider to document the progress of individual students and ensure the utilization of the WV Early Learning Reporting system.

k. Participate in the writing of IEP's with The Board.

l. The program will be evaluated annually using the evaluation instrument selected by the Core team and participate in the ongoing monitoring process and make adjustments as necessary to meet mandated guidelines.

m. Once a child is enrolled, the Provider a universal enrollment form, immunization records, a certified copy of a birth certificate from vital registration, a dental and up to date physical within 45 days of enrollment. Permanent record files shall be transferred to other Prekindergarten sites within the county should the child move during the school year. If the child transitions to a school in Marion County the permanent record file should be transferred to that school.

n. Tuition - 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. The pre-k program 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. The provider will submit to the Board the cost for before and after care. The provider shall notify the board of any changes in rates throughout the year. Families who wish to be enrolled in the centers program only during those hours of the Pre-k program shall not be charged.

o. Universal enrollment – a copy of all applications taken from any family will be sent to the board along with updates on center enrollment.

B. **Enrollment**: The Provider shall ensure the following:

a. The Provider will enroll not less than 20 students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.

b. Utilize a universal application form and enrollment process for eligible children as established by the Marion County Core team.

c. Submit information on children prior to Pre-K Registration and participate in registration day set by the Marion County Core team.

d. Ensure ongoing communication related to enrollment into Pre-K, WVEIS, and disenrollment according to the Marion County Attendance Guidelines.
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.

f. Enrollment requirements and records, including medical, certificate of live birth, disability, and dental are maintained according to the established county process.

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.

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 Policies 5202 and 2525 and hold a current temporary or permanent Early Childhood Classroom Assistant Teacher Authorization.

c. The Provider will submit copies of teacher certification/authorization and Early Childhood Classroom Assistant Teacher authorization to the county Coordinator of Early Learning with the collaborative contract.

d. Any long term sub – any person who works more than thirty instructional days must have correct certification to teach Pre-K. If not a waiver must be approved by the state.

e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications – this includes anytime there is a change in staff throughout the year.
f. Background checks must be completed on all staff who have unsupervised access to children every five years. Results must be submitted to the board as needed.

g. The staff will participate in at least 15 hours of staff development training, six 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. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care. Documentation of the hours must be turned in yearly to the Board.

h. The staff will be evaluated and disciplined by The Provider.

E. **Communications:** The Provider shall:

   a. 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.
   b. Maintain open communication with the Board.

F. **Transition:** The following activities will take place to assure smooth transitions for children moving from the WV Pre-K Program to kindergarten:

   a. 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.
   b. 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.

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. Student records should be kept in a locked filing cabinet.
K. **Invoices:** The Provider will invoice the Board of Education in December for the cost of providing the WV Pre-K Program beginning in August and ending in June for two thousand seven hundred dollars ($2,700.00) for each FTE Pre-K eligible child enrolled for a maximum of fifty-four thousand dollars ($54,000.00) for the year.

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:

   a. 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.
   b. 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:**

   a. The Board will conduct developmental and speech/language screening for all children enrolled in the WV Pre-K Program prior
   b. The Board will provide services to Pre-K students with disabilities.
   c. The Board will help provide both breakfast and lunch for children attending the WV Pre-K Program utilizing USDA guidelines.
   d. The Board will provide sufficient funds for curriculum materials to the Provider's program to meet the standards of a WV Pre-K Program.
   e. The Board will provide transportation to any Pre-K child with disabilities if so noted on their IEP and to those children who live in the designated attendance area. Transportation schedules will be set by the Transportation Department.
   f. The Board will provide technical assistance for the implementation of the Pre-K Program and trainings throughout the year.

C. **Transition:** The following activities will take place to ensure the smooth transition of students from WV Pre-K Program to Kindergarten:

   a. Provide an orientation session for entering kindergarten students at an elementary school to facilitate transition.
   b. Provide staff development jointly for WV Pre-K and K teachers.

D. **Contract Amount:** The contracted amount for all personnel costs, curriculum materials, and utilities for the current school year will not exceed $54,000.00. 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 August 26, 2019 and ending June 30, 2020.

D. **Modification:** The parties may mutually amend this Agreement. Any Amendments shall be placed in writing, signed by both parties and attached hereto.

E. **Impasse/Dispute Resolution:** Should a concern regarding possible conflict between participating parties arise, the following procedures shall be followed:

   a. A meeting shall be conducted for the purpose of resolving the issue at the local level with the Pre-k contact, principal, and/or child care partner.
   
   b. If not resolved, a second meeting involving the Superintendent, Child Care Director and Pre-k contact shall be convened.
   
   c. If still not resolved, either party could request an external Mediator to assist in the dispute resolution.

F. **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.

Marion County Board of Education Superintendent

[Signature]

Marion County Coordinator of Early Learning

[Signature]

Child Care Owner/Director/President

[Signature]
CONTRACTUAL AGREEMENT BETWEEN
MARION COUNTY BOARD OF EDUCATION
AND LEARNING LAND

This agreement is being proposed in order to implement Marion County's Pre-K Plan for the 2019-2020 school year. Through this contractual agreement, Learning Land will offer a Pre-K Program for four-year-olds and any three-year-old with an IEP's this coming school year. The total cost of this contract is $54,000.00 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 made and executed in duplicate this 2nd day of July 2019 by and between Learning Land (the provider) and Marion County Board of Education (the board).

WITNESSETH

WHEREAS, The Provider operates a pre-school center for four-year-olds and three year olds with IEPs, and,
WHEREAS, the parties have agreed to collaborate in the delivery of Pre-School services for up to 20 children per classroom at the Learning Land center, which will be known as a WV Pre-K Site.

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

1. DUTIES OF THE PROVIDER

A. Services: The Provider will assure the following:

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

   b. The provision of a classroom space appropriately equipped to meet the needs of up to 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.

   c. The provision of two staff members per classroom as specified in WV Policy 2525.

   d. Each Pre-k classroom must provide at least fifteen hundred minutes of instruction per week and forty-eight thousand minutes of instruction annually. A calendar will be submitted with contract for approval by the board. Full time equivalent (FTE) for WV Pre-K Classrooms will be determined through documentation of 25 hours/week of instruction. The daily classroom schedule will be submitted to the Board along with the contract yearly.

   e. 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. The Provider will submit attendance weekly along with meal logs to Watson Elementary the designated home school.

   f. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.

   g. Utilize a universal enrollment form and process for enrolling and serving eligible children.

   h. The utilization of the Creative Curriculum and any other curriculum enhancements approved by the 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.
i. 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. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and Student Information Forms should be sent to the designated school along with all necessary paperwork.

j. Individual student portfolios shall be maintained by The Provider to document the progress of individual students and ensure the utilization of the WV Early Learning Reporting system.

k. Participate in the writing of IEP’s with The Board.

l. The program will be evaluated annually using the evaluation instrument selected by the Core team and participate in the ongoing monitoring process and make adjustments as necessary to meet mandated guidelines.

m. Once a child is enrolled, the Provider a universal enrollment form, immunization records, a certified copy of a birth certificate from vital registration, a dental and up to date physical within 45 days of enrollment. Permanent record files shall be transferred to other Prekindergarten sites within the county should the child move during the school year. If the child transitions to a school in Marion County the permanent record file should be transferred to that school.

n. Tuition - 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. The pre-k program 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. The provider will submit to the Board the cost for before and after care. The provider shall notify the board of any changes in rates throughout the year. Families who wish to be enrolled in the centers program only during those hours of the Pre-k program shall not be charged.

o. Universal enrollment – a copy of all applications taken from any family will be sent to the board along with updates on center enrollment.

B. **Enrollment**: The Provider shall ensure the following:

a. The Provider will enroll not less than 20 students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.

b. Utilize a universal application form and enrollment process for eligible children as established by the Marion County Core team.

c. Submit information on children prior to Pre-K Registration and participate in registration day set by the Marion County Core team.

d. Ensure ongoing communication related to enrollment into Pre-K, WVEIS, and disenrollment according to the Marion County Attendance Guidelines.
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](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.

f. Enrollment requirements and records, including medical, certificate of live birth, disability, and dental are maintained according to the established county process.

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.

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 Policies 5202 and 2525 and hold a current temporary or permanent Early Childhood Classroom Assistant Teacher Authorization.

   c. The Provider will submit copies of teacher certification/authorization and Early Childhood Classroom Assistant Teacher authorization to the county Coordinator of Early Learning with the collaborative contract.

   d. Any long term sub — any person who works more than thirty instructional days must have correct certification to teach Pre-K. If not a waiver must be approved by the state.

   e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications – this includes anytime there is a change in staff throughout the year.
f. Background checks must be completed on all staff who have 
unsupervised access to children every five years. Results must be 
submitted to the board as needed.
g. The staff will participate in at least 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. Any expenses necessary for the 
teacher/assistant to participate in training will be paid by the child care. 
Documentation of the hours must be turned in yearly to the Board.
h. The staff will be evaluated and disciplined by The Provider.

E. Communications: The Provider shall:

a. 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.

b. Maintain open communication with the Board.

F. Transition: The following activities will take place to assure smooth transitions 
for children moving from the WV Pre-K Program to kindergarten:

a. 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.

b. 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.

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. Student records should be kept in a locked filing cabinet.
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 August 26, 2019 and ending June 30, 2020.

D. **Modification**: The parties may mutually amend this Agreement. Any Amendments shall be placed in writing, signed by both parties and attached hereto.

E. **Impasse/Dispute Resolution**: Should a concern regarding possible conflict between participating parties arise, the following procedures shall be followed:

   a. A meeting shall be conducted for the purpose of resolving the issue at the local level with the Pre-k contact, principal, and/or child care partner.
   b. If not resolved, a second meeting involving the Superintendent, Child Care Director and Pre-k contact shall be convened.
   c. If still not resolved, either party could request an external Mediator to assist in the dispute resolution.

F. **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.

Marion County Board of Education Superintendent

[Signature]

Marion County Coordinator of Early Learning

[Signature]

Child Care Owner / Director / President

[Signature]
CONTRACTUAL AGREEMENT BETWEEN
MARION COUNTY BOARD OF EDUCATION
AND PIERPONT COMMUNITY AND TECHNICAL
COLLEGE LABORATORY PRESCHOOL

This agreement is being proposed in order to implement Marion County's Pre-K Plan for the 2019-2020 school year. Through this contractual agreement, Pierpont will offer a Pre-K Program for four-year-olds and any three-year-old with an IEP’s this coming school year. The total cost of this contract is $54,000.00 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 made and executed in duplicate this 2nd day of July 2019 by and between Pierpont (the provider) and Marion County Board of Education (the board).

WITNESSETH

WHEREAS, The Provider operates a pre-school center for four-year-olds and three year olds with IEPs, and,

WHEREAS, the parties have agreed to collaborate in the delivery of Pre-School services for up to 20 children per classroom at the Pierpont Technical and Community College Laboratory Preschool center, which will be known as a WV Pre-K Site.

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

1. DUTIES OF THE PROVIDER

A. Services: The Provider will assure the following:

   a. The Provider will operate at its Center two licensed Pre-School classrooms. The Center will recruit, identify and enroll eligible Pre-school children and provide services identified in WV Rule 126CSR28

   b. The provision of a classroom space appropriately equipped to meet the needs of up to 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.

   c. The provision of two staff members per classroom as specified in WV Policy 2525.

   d. Each Pre-k classroom must provide at least fifteen hundred minutes of instruction per week and forty-eight thousand minutes of instruction annually. A calendar will be submitted with contract for approval by the board. Full time equivalent (FTE) for WV Pre-K Classrooms will be determined through documentation of 25 hours/week of instruction. The daily classroom schedule will be submitted to the Board along with the contract yearly.

   e. 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. The Provider will submit attendance weekly along with meal logs to Jayenne Elementary the designated home school.

   f. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.

   g. Utilize a universal enrollment form and process for enrolling and serving eligible children.

   h. The utilization of the Creative Curriculum and any other curriculum enhancements approved by the chosen by the district’s WV Pre-K curriculum committee and the adherence to the WV Department of
d. Ensure ongoing communication related to enrollment into Pre-K, WVEIS, and disenrollment according to the Marion County Attendance Guidelines.
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](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.
f. Enrollment requirements and records, including medical, certificate of live birth, disability, and dental are maintained according to the established county process.

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.

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 Policies 5202 and 2525 and hold a current temporary or permanent Early Childhood Classroom Assistant Teacher Authorization.
c. The Provider will submit copies of teacher certification/authorization and Early Childhood Classroom Assistant Teacher authorization to the county Coordinator of Early Learning with the collaborative contract.
d. Any long term sub – any person who works more than thirty instructional days must have correct certification to teach Pre-K. If not a waiver must be approved by the state.
e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications – this includes anytime there is a change in staff throughout the year.

f. Background checks must be completed on all staff who have unsupervised access to children every five years. Results must be submitted to the board as needed.

g. The staff will participate in at least 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. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care. Documentation of the hours must be turned in yearly to the Board.

h. The staff will be evaluated and disciplined by The Provider.

E. Communications: The Provider shall:

a. 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.

b. Maintain open communication with the Board.

F. Transition: The following activities will take place to assure smooth transitions for children moving from the WV Pre-K Program to kindergarten:

a. 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.

b. 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.

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. Student records should be kept in a locked filing cabinet.

K. **Invoices:** The Provider will invoice the Board of Education in December for the cost of providing the WV Pre-K Program beginning in August and ending in June for two thousand four hundred dollars ($2,700.00) for each FTE Pre-K eligible child enrolled for a maximum of fifty-four thousand dollars ($54,000.00) for the year.

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:

   a. 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.

   b. 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:**

   a. The Board will conduct developmental and speech/language screening for all children enrolled in the WV Pre-K Program prior.

   b. The Board will provide services to Pre-K students with disabilities.

   c. The Board will help provide both breakfast and lunch for children attending the WV Pre-K Program utilizing USDA guidelines.

   d. The Board will provide sufficient funds for curriculum materials to the Provider's program to meet the standards of a WV Pre-K Program.

   e. The Board will provide transportation to any Pre-K child with disabilities if so noted on their IEP and to those children who live in the designated attendance area. Transportation schedules will be set by the Transportation Department.

   f. The Board will provide technical assistance for the implementation of the Pre-K Program and trainings throughout the year.

C. **Transition:** The following activities will take place to ensure the smooth transition of students from WV Pre-K Program to Kindergarten:

   a. Provide an orientation session for entering kindergarten students at an elementary school to facilitate transition.

   b. Provide staff development jointly for WV Pre-K and K teachers.
D. **Contract Amount:** The contracted amount for all personnel costs, curriculum materials, and utilities for the current school year will not exceed $54,000.00. 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 August 26, 2019 and ending June 30, 2020.

D. **Modification:** The parties may mutually amend this Agreement. Any Amendments shall be placed in writing, signed by both parties and attached hereto.

E. **Impasse/Dispute Resolution:** Should a concern regarding possible conflict between participating parties arise, the following procedures shall be followed:

   a. A meeting shall be conducted for the purpose of resolving the issue at the local level with the Pre-k contact, principal, and/or child care partner.
   b. If not resolved, a second meeting involving the Superintendent, Child Care Director and Pre-k contact shall be convened.
   c. If still not resolved, either party could request an external Mediator to assist in the dispute resolution.

F. **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.

Marion County Board of Education Superintendent

[Signature]
Marion County Coordinator of Early Learning

[Signature]
Child Care Owner/Director/President
CONTRACTUAL AGREEMENT BETWEEN
MARION COUNTY BOARD OF EDUCATION
AND SUNBEAM EARLY LEARNING CENTER

This agreement is being proposed in order to implement Marion County’s Pre-K Plan for the 2019-2020 school year. Through this contractual agreement, Sunbeam will offer a Pre-K Program for four-year-olds and any three-year-old with an IEP’s this coming school year. The total cost of this contract is $108,000.00 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 made and executed in duplicate this 2nd day of July 2019 by and between Sunbeam (the provider) and Marion County Board of Education (the board).

WITNESSETH

WHEREAS, The Provider operates a pre-school center for four-year-olds and three year olds with IEPs, and,
WHEREAS, the parties have agreed to collaborate in the delivery of Pre-School services for up to 20 children per classroom at the Sunbeam center, which will be known as a WV Pre-K Site.

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

1. DUTIES OF THE PROVIDER

A. Services: The Provider will assure the following:

   a. The Provider will operate at its Center two licensed Pre-School classrooms. The Center will recruit, identify and enroll eligible Pre-school children and provide services identified in WV Rule 126CSR28
   b. The provision of a classroom space appropriately equipped to meet the needs of up to 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.
   c. The provision of two staff members per classroom as specified in WV Policy 2525.
   d. Each Pre-k classroom must provide at least fifteen hundred minutes of instruction per week and forty-eight thousand minutes of instruction annually. A calendar will be submitted with contract for approval by the board. Full time equivalent (FTE) for WV Pre-K Classrooms will be determined through documentation of 25 hours/week of instruction. The daily classroom schedule will be submitted to the Board along with the contract yearly.
   e. 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. The Provider will submit attendance weekly along with meal logs to Watson Elementary the designated home school.
   f. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
   g. Utilize a universal enrollment form and process for enrolling and serving eligible children.
   h. The utilization of the Creative Curriculum and any other curriculum enhancements approved by the 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.
i. 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. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and Student Information Forms should be sent to the designated school along with all necessary paperwork.

j. Individual student portfolios shall be maintained by The Provider to document the progress of individual students and ensure the utilization of the WV Early Learning Reporting system.

k. Participate in the writing of IEP’s with The Board.

l. The program will be evaluated annually using the evaluation instrument selected by the Core team and participate in the ongoing monitoring process and make adjustments as necessary to meet mandated guidelines.

m. Once a child is enrolled, the Provider a universal enrollment form, immunization records, a certified copy of a birth certificate from vital registration, a dental and up to date physical within 45 days of enrollment. Permanent record files shall be transferred to other Prekindergarten sites within the county should the child move during the school year. If the child transitions to a school in Marion County the permanent record file should be transferred to that school.

n. Tuition - 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. The pre-k program 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. The provider will submit to the Board the cost for before and after care. The provider shall notify the board of any changes in rates throughout the year. Families who wish to be enrolled in the centers program only during those hours of the Pre-k program shall not be charged.

o. Universal enrollment – a copy of all applications taken from any family will be sent to the board along with updates on center enrollment.

B. Enrollment: The Provider shall ensure the following:

a. The Provider will enroll not less than 40 students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.

b. Utilize a universal application form and enrollment process for eligible children as established by the Marion County Core team.

c. Submit information on children prior to Pre-K Registration and participate in registration day set by the Marion County Core team.

d. Ensure ongoing communication related to enrollment into Pre-K, WVEIS, and disenrollment according to the Marion County Attendance Guidelines.
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 WV DHHR, 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.

f. Enrollment requirements and records, including medical, certificate of live birth, disability, and dental are maintained according to the established county process.

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.

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 Policies 5202 and 2525 and hold a current temporary or permanent Early Childhood Classroom Assistant Teacher Authorization.

   c. The Provider will submit copies of teacher certification/authorization and Early Childhood Classroom Assistant Teacher authorization to the county Coordinator of Early Learning with the collaborative contract.

   d. Any long term sub – any person who works more than thirty instructional days must have correct certification to teach Pre-K. If not a waiver must be approved by the state.

   e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications – this includes anytime there is a change in staff throughout the year.
f. Background checks must be completed on all staff who have unsupervised access to children every five years. Results must be submitted to the board as needed.

g. The staff will participate in at least 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. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care. Documentation of the hours must be turned in yearly to the Board.

h. The staff will be evaluated and disciplined by The Provider.

E. **Communications:** The Provider shall:

   a. 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.

   b. Maintain open communication with the Board.

F. **Transition:** The following activities will take place to assure smooth transitions for children moving from the WV Pre-K Program to kindergarten:

   a. 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.

   b. 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.

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. Student records should be kept in a locked filing cabinet.
K. **Invoices:** The Provider will invoice the Board of Education in December for the cost of providing the WV Pre-K Program beginning in August and ending in June for two thousand four hundred dollars ($2,700.00) for each FTE Pre-K eligible child enrolled for a maximum of ninety-six thousand dollars ($108,000.00) for the year.

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:
   
a. 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.
   
b. 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:**
   
a. The Board will conduct developmental and speech/language screening for all children enrolled in the WV Pre-K Program prior
   
b. The Board will provide services to Pre-K students with disabilities.
   
c. The Board will help provide both breakfast and lunch for children attending the WV Pre-K Program utilizing USDA guidelines.
   
d. The Board will provide sufficient funds for curriculum materials to the Provider's program to meet the standards of a WV Pre-K Program.
   
e. The Board will provide transportation to any Pre-K child with disabilities if so noted on their IEP and to those children who live in the designated attendance area. Transportation schedules will be set by the Transportation Department.
   
f. The Board will provide technical assistance for the implementation of the Pre-K Program and trainings throughout the year.

C. **Transition:** The following activities will take place to ensure the smooth transition of students from WV Pre-K Program to Kindergarten:
   
a. Provide an orientation session for entering kindergarten students at an elementary school to facilitate transition.
   
b. Provide staff development jointly for WV Pre-K and K teachers.

D. **Contract Amount:** The contracted amount for all personnel costs, curriculum materials, and utilities for the current school year will not exceed $108,000.00. 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 August 26, 2019 and ending June 30, 2020.

D. **Modification:** The parties may mutually amend this Agreement. Any Amendments shall be placed in writing, signed by both parties and attached hereto.

E. **Impasse/Dispute Resolution:** Should a concern regarding possible conflict between participating parties arise, the following procedures shall be followed:

   a. A meeting shall be conducted for the purpose of resolving the issue at the local level with the Pre-k contact, principal, and/or child care partner.
   b. If not resolved, a second meeting involving the Superintendent, Child Care Director and Pre-k contact shall be convened.
   c. If still not resolved, either party could request an external Mediator to assist in the dispute resolution.

F. **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.

Marion County Board of Education Superintendent

[Signature]

Marion County Coordinator of Early Learning

[Signature]

Child Care Owner/Director/President

[Signature]
CONTRACTUAL AGREEMENT BETWEEN

MARION COUNTY BOARD OF EDUCATION

AND WONDERLAND

This agreement is being proposed in order to implement Marion County’s Pre-K Plan for the 2019-2020 school year. Through this contractual agreement, Wonderland will offer a Pre-K Program for four-year-olds and any three-year-old with an IEP’s this coming school year. The total cost of this contract is $54,000.00 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 made and executed in duplicate this 2nd day of July 2019 by and between Wonderland (the provider) and Marion County Board of Education (the board).

WITNESSETH

WHEREAS, The Provider operates a pre-school center for four-year-olds and three year olds with IEPs, and,

WHEREAS, the parties have agreed to collaborate in the delivery of Pre-School services for up to 20 children per classroom at the Wonderland center, which will be known as a WV Pre-K Site.

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

1. DUTIES OF THE PROVIDER

A. Services: The Provider will assure the following:

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

b. The provision of a classroom space appropriately equipped to meet the needs of up to 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.

c. The provision of two staff members per classroom as specified in WV Policy 2525.

d. Each Pre-k classroom must provide at least fifteen hundred minutes of instruction per week and forty-eight thousand minutes of instruction annually. A calendar will be submitted with contract for approval by the board. Full time equivalent (FTE) for WV Pre-K Classrooms will be determined through documentation of 25 hours/week of instruction. The daily classroom schedule will be submitted to the Board along with the contract yearly.

e. 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. The Provider will submit attendance weekly along with meal logs to Blackshear Elementary the designated home school.

f. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.

g. Utilize a universal enrollment form and process for enrolling and serving eligible children.

h. The utilization of the Creative Curriculum and any other curriculum enhancements approved by the 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.
i. 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. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and Student Information Forms should be sent to the designated school along with all necessary paperwork.

j. Individual student portfolios shall be maintained by The Provider to document the progress of individual students and ensure the utilization of the WV Early Learning Reporting system.

k. Participate in the writing of IEP’s with The Board.

l. The program will be evaluated annually using the evaluation instrument selected by the Core team and participate in the ongoing monitoring process and make adjustments as necessary to meet mandated guidelines.

m. Once a child is enrolled, the Provider a universal enrollment form, immunization records, a certified copy of a birth certificate from vital registration, a dental and up to date physical within 45 days of enrollment. Permanent record files shall be transferred to other Prekindergarten sites within the county should the child move during the school year. If the child transitions to a school in Marion County the permanent record file should be transferred to that school.

n. Tuition - 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. The pre-k program 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. The provider will submit to the Board the cost for before and after care. The provider shall notify the board of any changes in rates throughout the year. Families who wish to be enrolled in the centers program only during those hours of the Pre-k program shall not be charged.

o. Universal enrollment – a copy of all applications taken from any family will be sent to the board along with updates on center enrollment.

B. Enrollment: The Provider shall ensure the following:

a. The Provider will enroll not less than 20 students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.

b. Utilize a universal application form and enrollment process for eligible children as established by the Marion County Core team.

c. Submit information on children prior to Pre-K Registration and participate in registration day set by the Marion County Core team.

d. Ensure ongoing communication related to enrollment into Pre-K, WVEIS, and disenrollment according to the Marion County Attendance Guidelines.
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 WV DHHR, 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.

f. Enrollment requirements and records, including medical, certificate of live birth, disability, and dental are maintained according to the established county process.

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.

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 Policies 5202 and 2525 and hold a current temporary or permanent Early Childhood Classroom Assistant Teacher Authorization.

c. The Provider will submit copies of teacher certification/authorization and Early Childhood Classroom Assistant Teacher authorization to the county Coordinator of Early Learning with the collaborative contract.

d. Any long term sub – any person who works more than thirty instructional days must have correct certification to teach Pre-K. If not a waiver must be approved by the state.

e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications – this includes anytime there is a change in staff throughout the year.
f. Background checks must be completed on all staff who have unsupervised access to children every five years. Results must be submitted to the board as needed.

g. The staff will participate in at least 15 hours of staff development training, six 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. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care. Documentation of the hours must be turned in yearly to the Board.

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E. **Communications:** The Provider shall:

   a. 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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G. **Policies and Procedures:** The Provider shall orient students and their families with respect to policies, procedures, rules and regulations of the Center.

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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:

   a. 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.
   
   b. 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:**

   a. The Board will conduct developmental and speech/language screening for all children enrolled in the WV Pre-K Program prior
   
   b. The Board will provide services to Pre-K students with disabilities.
   
   c. The Board will help provide both breakfast and lunch for children attending the WV Pre-K Program utilizing USDA guidelines.
   
   d. The Board will provide sufficient funds for curriculum materials to the Provider’s program to meet the standards of a WV Pre-K Program.
   
   e. The Board will provide transportation to any Pre-K child with disabilities if so noted on their IEP and to those children who live in the designated attendance area. Transportation schedules will be set by the Transportation Department.
   
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   a. A meeting shall be conducted for the purpose of resolving the issue at the local level with the Pre-k contact, principal, and/or child care partner.
   
   b. If not resolved, a second meeting involving the Superintendent, Child Care Director and Pre-k contact shall be convened.
   
   c. If still not resolved, either party could request an external Mediator to assist in the dispute resolution.

F. **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.

___________________________
Marion County Board of Education Superintendent

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Marion County Coordinator of Early Learning

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Child Care Owner/Director/President