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 2017-2018 school year.

Agreements are attached

Funding: County
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 2017-2018 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’s this coming school year. The total cost of this contract is $96,000.00 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 1st day of August 2017 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 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:
   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.

   a. The provision of a classroom space appropriately equipped to meet the needs of 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.
   b. The provision of two staff members per classroom as specified in WV Policy 2525.
   c. The WV Pre-K Program will operate Monday through Friday each week of the County School Calendar beginning for students on August 25, 2017. The program will be offered no less than 160 instructional days per calendar year. 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.
   d. The Provider will maintain attendance logs and provide The Board with the information necessary to ensure The Board can maintain student records on the WVEIS system. The Provider will submit attendance weekly along with meal logs to Whitehall Elementary the designated home school.
   e. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
   f. Utilize a universal enrollment form and process for enrolling and serving eligible children.
   g. The utilization of the 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.
   h. The utilization of inclusive practices when enrolling children, including children with disabilities, children whose primary language is not English as well as children of low socioeconomic status. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and WVEIS forms should be sent to the designated school.
   i. Individual student portfolios shall be maintained by The Provider to document the progress of individual students.
   j. Participate in the writing of IEP’s with The Board.
   k. The program will be evaluated 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.
   l. Once a child is enrolled, the Provider will create a permanent record file supplied by the Board. Each child must have 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.

m. 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.

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

C. Family Involvement: The Provider will assure the following:

a. All families with students participating in the WV Pre-K Program will be provided with at least two parent/guardian/family face-to-face conferences for each student enrolled in the WV Pre-K Program with the teacher of the WV Pre-K Program.

b. The Provider will work with County Schools to ensure the smooth transition of children from the WV Pre-K Program into kindergarten settings, involving families in transition planning.

c. Parents/guardians/family members will be encouraged and welcomed to participate actively in decision-making about their child’s education and care.

d. Parents/guardians/family members will be encouraged to observe and participate in group activities.

e. Parents/guardians have appropriately immunized the student as defined by the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and recommended by WVDHHR, located at http://www.wvdhhr.org/immunizations/pdf/Pre-K_Vacc_Chart_final.pdf. Children that are not fully immunized may be provisionally enrolled providing a plan has been developed to assure full immunization, but may not enter WV Pre-k classrooms until they have received the first dose of each required vaccine.

D. Staffing: The Provider will ensure the following:

a. The classroom will be staffed by a teacher that meets the certification requirements outlined in West Virginia Policy 2525 for teachers working in the WV Pre-K Program.

b. The classroom teacher will forward his/her credentials to the Marion County Personnel Office and if appropriate, apply for a permit through WVDE utilizing appropriate procedures prior to the beginning of each Pre-k term.

c. Teachers on permit status agree to pursue the appropriate certificate within the timelines specified by the WVDE Policy 5202, Section 7.

d. Any person previously employed and newly employed as an aid/assistant in a WV Universal Pre-K classroom (refer to W. Va. Code §18-5-44m), shall hold the position of either Early Childhood Classroom Assistant Teacher Temporary Authorization or Early Childhood Classroom Assistant Teacher Permanent Authorization, as specified in Policy 5202, Section 12.

e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications.

f. 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. Hours must be turned in yearly to the Board.
g. The staff will be evaluated and disciplined by The Provider.

E. **Communications:** Open communication will be maintained with The Board. The Provider shall be receptive to suggestions from The Board and/or their designated staff with regard to the content and conduct of the WV Pre-K Program.

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 2017-2018 school year will be confidential. Student records should be kept in a locked filing cabinet.

K. **Invoices:** Bright Beginnings will invoice the Board of Education in December 2017 for the cost of providing the WV PRE-K Program beginning in August 2017 and ending in June 2018 for two thousand four hundred dollars ($2,400.00) for each FTE Pre-K eligible child enrolled for a maximum of ninety-six thousand dollars ($96,000.00) 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 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 2017-2018 school year will not exceed $ 96,000.00 paid in two installments – one
in December 2017 and one in March 2018. 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 25, 2017 and
ending June 30, 2018.

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

E. **Entire Agreement:** This Agreement, including all attachments, embodies the entire agreement of
the parties with respect to the subject matter hereof. In the event of a conflict between the terms
of any attachment, or appendix, the terms of this Agreement shall prevail. There are no
promises, terms, conditions or obligations other than those contained herein, and this
Agreement supersedes all previous communications, representations or agreement, either verbal
or written, between the parties hereto.
IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties by their duly authorized representatives as of the date first set forth above.

Gary Price
Marion County Board of Education Superintendent

Debra Hearn
Owner Bright Beginnings

Stacey Oliver
Marion County Prek/Kindergarten Liaison
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 2017-2018 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 $48,000.00 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 1st day of August 2017 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 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:

   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.

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

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

   c. The WV Pre-K Program will operate Monday through Friday each week of the County School Calendar beginning for students on August 25, 2017. The program will be offered no less than 160 instructional days per calendar year. A calendar will be submitted with contract to be approved by the board. **Full time equivalent (FTE)** for WV Pre-k Classrooms will be determined through documentation of 25 hours/week of instruction.

   d. The Provider will maintain attendance logs and provide The Board with the information necessary to ensure The Board can maintain student records on the WVEIS system. The Provider will submit attendance weekly along with meal logs to their designated home school.

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

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

   g. The utilization of the 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.

   h. The utilization of inclusive practices when enrolling children, including children with disabilities, children whose primary language is not English as well as children of low socioeconomic status. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and WVEIS forms should be sent to the designated school.

   i. Individual student portfolios shall be maintained by The Provider to document the progress of individual students.

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

   k. The program will be evaluated 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.

   l. Once a child is enrolled, the Provider will create a permanent record file supplied by the Board. Each child must have a universal enrollment form, dental, immunization records, certified copy of birth certificate from Vital Registration from state child was born, 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.

m. 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.

n. To ensure universal enrollment, the provider will provide a copy of all applications to the board along with an update on enrollment.

B. **Enrollment:** The Provider will enroll up to 20 students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.

C. **Family Involvement:** The Provider will assure the following:

   a. All families with students participating in the WV Pre-K Program will be provided with at least two parent/guardian/family face-to-face conferences for each student enrolled in the WV Pre-K Program with the teacher of the WV Pre-K Program.

   b. The Provider will work with County Schools to ensure the smooth transition of children from the WV Pre-K Program into kindergarten settings, involving families in transition planning.

   c. Parents/guardians/family members will be encouraged and welcomed to participate actively in decision-making about their child’s education and care.

   d. Parents/guardians/family members will be encouraged to observe and participate in group activities.

   e. Parents/guardians have appropriately immunized the student as defined by the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and recommended by WVDHHR, located at http://www.wvdhhr.org/immunizations/pdf/Pre-K_Vacc_Chart_final.pdf. Children that are not fully immunized may be provisionally enrolled providing a plan has been developed to assure full immunization, but may not enter WV Pre-K classrooms until they have received the first dose of each required vaccine.

D. **Staffing:** The Provider will ensure the following:

   a. The classroom will be staffed by a teacher that meets the certification requirements outlined in West Virginia Policy 2525 for teachers working in the WV Pre-K Program.

   b. The classroom teacher will forward his/her credentials to the Marion County Personnel Office and if appropriate, apply for a permit through WVDE utilizing appropriate procedures prior to the beginning of each Pre-K term.

   c. Teachers on permit status agree to pursue the appropriate certificate within the timelines specified by the WVDE Policy 5202, Section 7.

   d. Any person previously employed and newly employed as an aid/assistant in a WV Universal Pre-K classroom (refer to W. Va. Code §18-5-44m), shall hold the position of either Early Childhood Classroom Assistant Teacher Temporary Authorization or Early Childhood Classroom Assistant Teacher Permanent Authorization, as specified in Policy 5202, Section 12.

   e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications.

   f. The staff will participate in at least fifteen 15 hours of staff development training, six 6 of which must be devoted to children with special needs that have been mutually agreed upon by The Provider and The Board as meeting the requirements of WV Policy 2525. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care. Hours will be turned into the Board.
g. The staff will be evaluated and disciplined by The Provider.

E. **Communications**: Open communication will be maintained with The Board. The Provider shall be receptive to suggestions from The Board and/or their designated staff with regard to the content and conduct of the WV Pre-K Program.

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 2017-2018 school year will be confidential. Student records should be kept in a locked filing cabinet.

K. **Invoices**: Learning Land will invoice the Board of Education in December 2017 for the cost of providing the WV PRE-K Program beginning in August 2017 and ending in June 2018 for two thousand four hundred dollars ($2,400.00) for each FTE Pre-K eligible child enrolled for a maximum of forty-eight thousand dollars ($48,000.00) 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 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 teachers.

D. Contract Amount: The contracted amount for all personnel costs, curriculum materials, and utilities for the 2017-2018 school year will not exceed $48,000.00 paid in two installments—one in December 2017 and one in March 2018. 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 25, 2017 and ending June 30, 2018.

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

E. Entire Agreement: This Agreement, including all attachments, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, or appendix, the terms of this Agreement shall prevail. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreement, either verbal or written, between the parties hereto.
IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties by their duly authorized representatives as of the date first set forth above.

______________________________________________
Gary Price
Marion County Board of Education Superintendent

______________________________________________
Tina Colaprete
Owner Learning Land

______________________________________________
Stacey Oliver
Marion County Prek/Kindergarten Liaison
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 2017-2018 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 $48,000.00 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 1st day of August 2017 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 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:
   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.
   
a. The provision of a classroom space appropriately equipped to meet the needs of 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.
   b. The provision of two staff members per classroom as specified in WV Policy 2525.
   c. The WV Pre-K Program will operate Monday through Friday each week of the County School Calendar beginning for students on August 25, 2017. The program will be offered no less than 160 instructional days per calendar year. A calendar will be submitted with contract for board approval. Full time equivalent (FTE) for WV Pre-k Classrooms will be determined through documentation of 25 hours/week of instruction.
   d. The Provider will maintain attendance logs and provide The Board with the information necessary to ensure The Board can maintain student records on the WVEIS system. The Provider will submit attendance weekly along with meal logs to Blacksheare Elementary the designated home school.
   e. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
   f. Utilize a universal enrollment form and process for enrolling and serving eligible children.
   g. The utilization of the 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.
   h. The utilization of inclusive practices when enrolling children, including children with disabilities, children whose primary language is not English as well as children of low socioeconomic status. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and WVEIS forms should be sent to the designated school.
   i. Individual student portfolios shall be maintained by The Provider to document the progress of individual students.
   j. Participate in the writing of IEP’s with The Board.
   k. The program will be evaluated 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.
   l. Once a child is enrolled, the Provider will create a permanent record file supplied by the Board. Each child must have a universal enrollment form, immunization records, dental, copy of certified birth certificate from vital registration, 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.

m. 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.

n. To ensure universal enrollment, the provider will send a copy of all applications received to the board along with updates on enrollment.

B. Enrollment: 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.

C. Family Involvement: The Provider will assure the following:

a. All families with students participating in the WV Pre-K Program will be provided with at least two parent/guardian/family face-to-face conferences for each student enrolled in the WV Pre-K Program with the teacher of the WV Pre-K Program.

b. The Provider will work with County Schools to ensure the smooth transition of children from the WV Pre-K Program into kindergarten settings, involving families in transition planning.

c. Parents/guardians/family members will be encouraged and welcomed to participate actively in decision-making about their child's education and care.

d. Parents/guardians/family members will be encouraged to observe and participate in group activities.

e. Parents/guardians have appropriately immunized the student as defined by the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and recommended by WVDHHR, located at [http://www.wvdhhr.org/immunizations/pdf/Pre-K_Vacc_Chart_final.pdf](http://www.wvdhhr.org/immunizations/pdf/Pre-K_Vacc_Chart_final.pdf). Children that are not fully immunized may be provisionally enrolled providing a plan has been developed to assure full immunization, but may not enter WV Pre-k classrooms until they have received the first dose of each required vaccine.

D. Staffing: The Provider will ensure the following:

a. The classroom will be staffed by a teacher that meets the certification requirements outlined in West Virginia Policy 2525 for teachers working in the WV Pre-K Program.

b. The classroom teacher will forward his/her credentials to the Marion County Personnel Office and if appropriate, apply for a permit through WVDE utilizing appropriate procedures prior to the beginning of each Pre-k term.

c. Teachers on permit status agree to pursue the appropriate certificate within the timelines specified by the WVDE Policy 5202, Section 7.

d. Any person previously employed and newly employed as an aid/assistant in a WV Universal Pre-K classroom (refer to W. Va. Code §18-5-44m), shall hold the position of either Early Childhood Classroom Assistant Teacher Temporary Authorization or Early Childhood Classroom Assistant Teacher Permanent Authorization, as specified in Policy 5202, Section 12.

e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications.

f. The staff will participate in at least fifteen 15 hours of staff development training, six 6 of which must be devoted to children with special needs that have been mutually agreed upon by The Provider and The Board as meeting the requirements of WV Policy 2525. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care. Hours will be turned into the Board.
g. The staff will be evaluated and disciplined by The Provider.

E. **Communications:** Open communication will be maintained with The Board. The Provider shall be receptive to suggestions from The Board and/or their designated staff with regard to the content and conduct of the WV Pre-K Program.

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 2017-2018 school year will be confidential. Student records should be kept in a locked filing cabinet.

K. **Invoices:** CHILD CARE will invoice the Board of Education in December 2017 for the cost of providing the WV PRE-K Program beginning in August 2017 and ending in June 2018 for two thousand four hundred dollars ($2,400.00) for each FTE Pre-K eligible child enrolled for a maximum of forty-eight thousand dollars ($48,000.00) 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 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 teachers.

D. Contract Amount: The contracted amount for all personnel costs, curriculum materials, and utilities for the 2017-2018 school year will not exceed $48,000.00 paid in two installments – one in December 2017 and one in March 2018. 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 25, 2017 and ending June 30, 2018.

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

E. Entire Agreement: This Agreement, including all attachments, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, or appendix, the terms of this Agreement shall prevail. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreement, either verbal or written, between the parties hereto.
IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties by their duly authorized representatives as of the date first set forth above.

______________________________
Gary Price
Marion County Board of Education Superintendent

______________________________
Mary Jo Elliot
Owner of Wonderland

______________________________
Stacey Oliver
Marion County Prek/Kindergarten Liaison
CONTRACTUAL AGREEMENT BETWEEN

MARION COUNTY BOARD OF EDUCATION

AND SUNBEAM LEARNING CENTER

This agreement is being proposed in order to implement Marion County's Pre-K Plan for the 2017-2018 school year. Through this contractual agreement, Sunbeam Early Learning Center 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 $96,000.00 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 1st day of August 2017 by and between Sunbeam Early Learning Center (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 20 children per classroom at the Sunbeam Early Learning 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:
   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.
   a. The provision of a classroom space appropriately equipped to meet the needs of 40 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.
   b. The provision of two staff members per classroom as specified in WV Policy 2525.
   c. The WV Pre-K Program will operate Monday through Friday each week of the County School Calendar beginning for students on August 25, 2017. The program will be offered no less than 160 instructional days per calendar year. A calendar will be submitted with the contract for board approval. **Full time equivalent (FTE)** for WV Pre-k Classrooms will be determined through documentation of 25 hours/week of instruction.
   d. The Provider will maintain attendance logs and provide The Board with the information necessary to ensure The Board can maintain student records on the WVEIS system. The Provider will submit attendance weekly along with meal logs to Watson Elementary or designated home school.
   e. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
   f. Utilize a universal enrollment form and process for enrolling and serving eligible children.
   g. The utilization of the 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.
   h. The utilization of inclusive practices when enrolling children, including children with disabilities, children whose primary language is not English as well as children of low socioeconomic status. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and WVEIS forms should be sent to the designated school.
   i. Individual student portfolios shall be maintained by The Provider to document the progress of individual students.
   j. Participate in the writing of IEP’s with The Board.
   k. The program will be evaluated 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.
   l. Once a child is enrolled, the Provider will create a permanent record file supplied by the Board. Each child must have a universal enrollment form, immunization records, dental, a certified copy of a birth
certificate from vital registration, 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.

m. 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.

n. To ensure universal enrollment, the provider will send a copy of all applications to the board and updates on enrollment.

B. Enrollment: The Provider will enroll not less than 30 students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.

C. Family Involvement: The Provider will assure the following:

   a. All families with students participating in the WV Pre-K Program will be provided with at least two parent/guardian/family face-to-face conferences for each student enrolled in the WV Pre-K Program with the teacher of the WV Pre-K Program.
   b. The Provider will work with County Schools to ensure the smooth transition of children from the WV Pre-K Program into kindergarten settings, involving families in transition planning.
   c. Parents/guardians/family members will be encouraged and welcomed to participate actively in decision-making about their child's education and care.
   d. Parents/guardians/family members will be encouraged to observe and participate in group activities.
   e. Parents/guardians have appropriately immunized the student as defined by the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and recommended by WVDHHR, located at http://www.wvdhhr.org/immunizations/pdf/Pre-K_Vacc_Chart_final.pdf. Children that are not fully immunized may be provisionally enrolled providing a plan has been developed to assure full immunization, but may not enter WV Pre-k classrooms until they have received the first dose of each required vaccine.

D. Staffing: The Provider will ensure the following:

   a. The classroom will be staffed by a teacher that meets the certification requirements outlined in West Virginia Policy 2525 for teachers working in the WV Pre-K Program.
   b. The classroom teacher will forward his/her credentials to the Marion County Personnel Office and if appropriate, apply for a permit through WVDE utilizing appropriate procedures prior to the beginning of each Pre-k term.
   c. Teachers on permit status agree to pursue the appropriate certificate within the timelines specified by the WVDE Policy 5202, Section 7.
   d. Any person previously employed and newly employed as an aid/assistant in a WV Universal Pre-K classroom (refer to W. Va. Code §18-5-44m), shall hold the position of either Early Childhood Classroom Assistant Teacher Temporary Authorization or Early Childhood Classroom Assistant Teacher Permanent Authorization, as specified in Policy 5202, Section 12.
   e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications.
   f. The staff will participate in at least fifteen 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. Hours will be turned into
the Board.
g. The staff will be evaluated and disciplined by The Provider.

E. Communications: Open communication will be maintained with The Board. The Provider shall
be receptive to suggestions from The Board and/or their designated staff with regard to the content
and conduct of the WV Pre-K Program.

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 2017-2018 school year will be confidential.
Student records should be kept in a locked filing cabinet.

K. Invoices: Sunbeam Early Learning Center will invoice the Board of Education in December 2017
for the cost of providing the WV PRE-K Program beginning in August 2017 and ending in June
2018 for two thousand four hundred dollars ($2,400.00) for each FTE Pre-K eligible child
enrolled for a maximum of ninety six thousand dollars ($96,000.00) 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 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 teachers.

D. **Contract Amount**: The contracted amount for all personnel costs, curriculum materials, and utilities for the 2017-2018 school year will not exceed $96,000.00 paid in two installments – one in December 2017 and one in March 2018. 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 25, 2017 and ending June 30, 2018.

D. **Modification**: The parties may mutually amend this Agreement. Any Amendments shall be placed in writing, signed by both parties and attached hereto. One additional classroom of 4-year-olds may be added to this contact with additional, similar funding.

E. **Entire Agreement**: This Agreement, including all attachments, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, or appendix, the terms of this Agreement shall prevail. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreement, either verbal or written, between the parties hereto.
IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties by their duly authorized representatives as of the date first set forth above.

______________________________
Gary Price
Marion County Board of Education Superintendent

______________________________
Helen Brown
Owner of Sunbeam

______________________________
Stacey Oliver
Marion County Prek/Kindergarten Liaison
CONTRACTUAL AGREEMENT BETWEEN

MARION COUNTY BOARD OF EDUCATION

AND PIERPONT COMMUNITY & TECHNICAL COLLEGE LABORATORY SCHOOL

This agreement is being proposed in order to implement Marion County's Pre-K Plan for the 2017-2018 school year. Through this contractual agreement, Pierpont Community & Technical College – Laboratory School 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 $48,000.00 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 1st day of August 2017 by and between Pierpont Community & Technical College – Laboratory Preschool (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 20 children per classroom at the Pierpont Community & Technical College- Laboratory Preschool, 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:
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.

a. The provision of a classroom space appropriately equipped to meet the needs of 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.
b. The provision of two staff members per classroom as specified in WV Policy 2525.
c. The WV Pre-K Program will operate Monday through Friday each week of the County School Calendar beginning for students on August 25, 2017. The program will be offered no less than 160 instructional days per calendar year. A calendar will be submitted with the contract for board approval. **Full time equivalent (FTE)** for WV Pre-k Classrooms will be determined through documentation of 25 hours/week of instruction.
d. The Provider will maintain attendance logs and provide The Board with the information necessary to ensure The Board can maintain student records on the WVEIS system. The Provider will submit attendance weekly along with meal logs to designated home school.
e. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
f. Utilize a universal enrollment form and process for enrolling and serving eligible children.
g. The utilization of the 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.
h. The utilization of inclusive practices when enrolling children, including children with disabilities, children whose primary language is not English as well as children of low socioeconomic status. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and WVEIS forms should be sent to the designated school.
i. Individual student portfolios shall be maintained by The Provider to document the progress of individual students.
j. Participate in the writing of IEP’s with The Board.
k. The program will be evaluated 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.

1. Once a child is enrolled, the Provider will create a permanent record file supplied by the Board. Each child must have a universal enrollment form, immunization records, copy of certificate of birth from the state where the child was born, 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.

m. 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.

B. Enrollment: The Provider will enroll 20 students eligible to participate in the WV Pre-K Program. The students will be West Virginia residents.

C. Family Involvement: The Provider will assure the following:

a. All families with students participating in the WV Pre-K Program will be provided with at least two parent/guardian/family face-to-face conferences for each student enrolled in the WV Pre-K Program with the teacher of the WV Pre-K Program.

b. The Provider will work with County Schools to ensure the smooth transition of children from the WV Pre-K Program into kindergarten settings, involving families in transition planning.

c. Parents/guardians/family members will be encouraged and welcomed to participate actively in decision-making about their child’s education and care.

d. Parents/guardians/family members will be encouraged to observe and participate in group activities.

e. Parents/guardians have appropriately immunized the student as defined by the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and recommended by WVDHHR, located at http://www.wvdhhr.org/immunizations/pdf/Pre-K_Vacc_Chart_final.pdf. Children that are not fully immunized may be provisionally enrolled providing a plan has been developed to assure full immunization, but may not enter WV Pre-k classrooms until they have received the first dose of each required vaccine.

D. Staffing: The Provider will ensure the following:

a. The classroom will be staffed by a teacher that meets the certification requirements outlined in West Virginia Policy 2525 for teachers working in the WV Pre-K Program.

b. The classroom teacher will forward his/her credentials to the Marion County Personnel Office and if appropriate, apply for a permit through WVDE utilizing appropriate procedures prior to the beginning of each Pre-k term.

c. Teachers on permit status agree to pursue the appropriate certificate within the timelines specified by the WVDE Policy 5202, Section 7.

d. Any person previously employed and newly employed as an aid/assistant in a WV Universal Pre-K classroom (refer to W. Va. Code §18-5-44m), shall hold the position of either Early Childhood Classroom Assistant Teacher Temporary Authorization or Early Childhood Classroom Assistant Teacher Permanent Authorization, as specified in Policy 5202, Section 12.

e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications.
f. The staff will participate in at least fifteen 15 hours of staff development training, six 6 of which must be devoted to children with special needs that have been mutually agreed upon by The Provider and The Board as meeting the requirements of WV Policy 2525. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care. Hours will be turned into the Board.
g. The staff will be evaluated and disciplined by The Provider.

E. Communications: Open communication will be maintained with The Board. The Provider shall be receptive to suggestions from The Board and/or their designated staff with regard to the content and conduct of the WV Pre-K Program.

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 2017-2018 school year will be confidential. Student records should be kept in a locked filing cabinet.

K. Invoices: Pierpont Community & Technical College – Laboratory Preschool will invoice the Board of Education in December 2017 for the cost of providing the WV PRE-K Program beginning in August 2017 and ending in June 2018 for two thousand four hundred dollars ($2,400.00) for each FTE Pre-K eligible child enrolled for a maximum of forty-eight thousand dollars ($48,000.00) 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 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 teachers.

d. The contracted amount for all personnel costs, curriculum materials, and utilities for the 2017-2018 school year will not exceed $48,000.00 paid in two installments – one in December 2017 and one in March 2018. 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 25, 2017 and ending June 30, 2018.

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

E. Entire Agreement: This Agreement, including all attachments, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, or appendix, the terms of this Agreement shall prevail. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreement, either verbal or written, between the parties hereto.
IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties by their duly authorized representatives as of the date first set forth above.

__________________________
Gary Price
Marion County Board of Education Superintendent

__________________________
President of Pierpont Community and Technical College

__________________________
Early Childhood Program Coordinator

__________________________
Stacey Oliver
Marion County Prek/Kindergarten Liaison
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 2017-2018 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 $48,000.00 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 1st day of August 2017 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 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:
   - 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.
   a. The provision of a classroom space appropriately equipped to meet the needs of 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.
   b. The provision of two staff members per classroom as specified in WV Policy 2525.
   c. The WV Pre-K Program will operate **Monday through Friday** each week of the County School Calendar beginning for students on August 25, 2017. The program will be offered no less than 160 instructional days per calendar year. A calendar will be turned into be approved by the board with this contract. **Full time equivalent (FTE)** for WV Pre-k Classrooms will be determined through documentation of 25 hours/week of instruction.
   d. The Provider will maintain attendance logs and provide The Board with the information necessary to ensure The Board can maintain student records on the WVEIS system. The Provider will submit attendance weekly along with meal logs to Rivesville Elementary the designated home school.
   e. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
   f. Utilize a universal enrollment form and process for enrolling and serving eligible children.
   g. The utilization of the 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.
   h. The utilization of inclusive practices when enrolling children, including children with disabilities, children whose primary language is not English as well as children of low socioeconomic status. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and WVEIS forms should be sent to the designated school.
   i. Individual student portfolios shall be maintained by The Provider to document the progress of individual students.
   j. Participate in the writing of IEP's with The Board.
   k. The program will be evaluated 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.
   l. Once a child is enrolled, the Provider will create a permanent record file supplied by the Board. Each child must have a universal enrollment form, immunization records, copy of certified birth certificate from vital registration, 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.

m. 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.

n. To ensure universal enrollment, the provider will provide a copy of all applications taken to the board and an update in enrollment.

B. Enrollment: 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.

C. Family Involvement: The Provider will assure the following:

a. All families with students participating in the WV Pre-K Program will be provided with at least two parent/guardian/family face-to-face conferences for each student enrolled in the WV Pre-K Program with the teacher of the WV Pre-K Program.

b. The Provider will work with County Schools to ensure the smooth transition of children from the WV Pre-K Program into kindergarten settings, involving families in transition planning.

c. Parents/guardians/family members will be encouraged and welcomed to participate actively in decision-making about their child’s education and care.

d. Parents/guardians/family members will be encouraged to observe and participate in group activities.

e. Parents/guardians have appropriately immunized the student as defined by the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and recommended by WVDHHR, located at http://www.wvdhhr.org/immunizations/pdf/Pre-K_Vacc_Chart_final.pdf. Children that are not fully immunized may be provisionally enrolled providing a plan has been developed to assure full immunization, but may not enter WV Pre-k classrooms until they have received the first dose of each required vaccine.

D. Staffing: The Provider will ensure the following:

a. The classroom will be staffed by a teacher that meets the certification requirements outlined in West Virginia Policy 2525 for teachers working in the WV Pre-K Program.

b. The classroom teacher will forward his/her credentials to the Marion County Personnel Office and if appropriate, apply for a permit through WVDE utilizing appropriate procedures prior to the beginning of each Pre-k term.

c. Teachers on permit status agree to pursue the appropriate certificate within the timelines specified by the WVDE Policy 5202, Section 7.

d. Any person previously employed and newly employed as an aid/assistant in a WV Universal Pre-K classroom (refer to W. Va. Code §18-5-44m), shall hold the position of either Early Childhood Classroom Assistant Teacher Temporary Authorization or Early Childhood Classroom Assistant Teacher Permanent Authorization, as specified in Policy 5202, Section 12.

e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications.

f. The staff will participate in at least fifteen 15 hours of staff development training, six 6 of which must be devoted to children with special needs that have been mutually agreed upon by The Provider and The Board as meeting the requirements of WV Policy 2525. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care.

g. The staff will be evaluated and disciplined by The Provider.
E. **Communications:** Open communication will be maintained with The Board. The Provider shall be receptive to suggestions from The Board and/or their designated staff with regard to the content and conduct of the WV Pre-K Program.

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 2017-2018 school year will be confidential. Student records should be kept in a locked filing cabinet.

K. **Invoices:** Heart Junction will invoice the Board of Education in December 2017 for the cost of providing the WV PRE-K Program beginning in August 2017 and ending in June 2018 for two thousand four hundred dollars ($2,400.00) for each FTE Pre-K eligible child enrolled for a maximum of forty-eight thousand dollars ($48,000.00) 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 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 teachers.

D. Contract Amount: The contracted amount for all personnel costs, curriculum materials, and utilities for the 2017-2018 school year will not exceed $48,000.00 paid in two installments— one in December 2017 and one in March 2018. 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 25, 2017 and ending June 30, 2018.

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

E. Entire Agreement: This Agreement, including all attachments, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, or appendix, the terms of this Agreement shall prevail. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreement, either verbal or written, between the parties hereto.
IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties by their duly authorized representatives as of the date first set forth above.

Gary Price
Marion County Board of Education Superintendent

Gloria Scotehel
Owner Heart Junction

Stacey Oliver
Marion County Prek/Kindergarten Liaison
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 2017-2018 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 $48,000 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 1st day of August 2017 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 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:
   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.

   a. The provision of a classroom space appropriately equipped to meet the needs of 20 four-year-old children with learning centers designed to support early literacy, early numeracy and language development.
   b. The provision of two staff members per classroom as specified in WV Policy 2525.
   c. The WV Pre-K Program will operate Monday through Friday each week of the County School Calendar beginning for students on August 25, 2017. The program will be offered no less than 160 instructional days per calendar year. A calendar will be submitted with the contract for board approval. Full time equivalent (FTE) for WV Pre-k Classrooms will be determined through documentation of 25 hours/week of instruction.
   d. The Provider will maintain attendance logs and provide The Board with the information necessary to ensure The Board can maintain student records on the WVEIS system. The Provider will submit attendance weekly along with meal logs to East Park the designated home school.
   e. The classroom will be licensed under the Department of Health and Human Resources childcare licensing standards.
   f. Utilize a universal enrollment form and process for enrolling and serving eligible children.
   g. The utilization of the 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.
   h. The utilization of inclusive practices when enrolling children, including children with disabilities, children whose primary language is not English as well as children of low socioeconomic status. Enrollment forms for newly enrolled children shall be submitted within one week to the Board and WVEIS forms should be sent to the designated school.
   i. Individual student portfolios shall be maintained by The Provider to document the progress of individual students.
   j. Participate in the writing of IEP’s with The Board.
   k. The program will be evaluated 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.
   l. Once a child is enrolled, the Provider will create a permanent record file supplied by the Board. Each child must have a universal enrollment form, immunization records, copy of certified birth certificate from vital registration, 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.

m. 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.

n. To ensure universal enrollment, the provider will send a copy of all applications received and update the board with enrollment status.

B. **Enrollment**: 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.

C. **Family Involvement**: The Provider will assure the following:

  a. All families with students participating in the WV Pre-K Program will be provided with at least two parent/guardian/family face-to-face conferences for each student enrolled in the WV Pre-K Program with the teacher of the WV Pre-K Program.
  b. The Provider will work with County Schools to ensure the smooth transition of children from the WV Pre-K Program into kindergarten settings, involving families in transition planning.
  c. Parents/guardians/family members will be encouraged and welcomed to participate actively in decision-making about their child's education and care.
  d. Parents/guardians/family members will be encouraged to observe and participate in group activities.
  e. Parents/guardians have appropriately immunized the student as defined by the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and recommended by WVDHHR, located at [http://www.wvdhhr.org/immunizations/pdf/Pre-K_Vacc_Chart_final.pdf](http://www.wvdhhr.org/immunizations/pdf/Pre-K_Vacc_Chart_final.pdf). Children that are not fully immunized may be provisionally enrolled providing a plan has been developed to assure full immunization, but may not enter WV Pre-k classrooms until they have received the first dose of each required vaccine.

D. **Staffing**: The Provider will ensure the following:

  a. The classroom will be staffed by a teacher that meets the certification requirements outlined in West Virginia Policy 2525 for teachers working in the WV Pre-K Program.
  b. The classroom teacher will forward his/her credentials to the Marion County Personnel Office and if appropriate, apply for a permit through WVDE utilizing appropriate procedures prior to the beginning of each Pre-k term.
  c. Teachers on permit status agree to pursue the appropriate certificate within the timelines specified by the WVDE Policy 5202, Section 7.
  d. Any person previously employed and newly employed as an aid/assistant in a WV Universal Pre-K classroom (refer to W. Va. Code §18-5-44m), shall hold the position of either Early Childhood Classroom Assistant Teacher Temporary Authorization or Early Childhood Classroom Assistant Teacher Permanent Authorization, as specified in Policy 5202, Section 12.
  e. The Provider is responsible for providing updated/ongoing documentation to the Board of Education of staff qualifications.
  f. The staff will participate in at least fifteen 15 hours of staff development training, six 6 of which must be devoted to children with special needs that have been mutually agreed upon by The Provider and The Board as meeting the requirements of WV Policy 2525. Any expenses necessary for the teacher/assistant to participate in training will be paid by the child care. Hours will be turned into the Board.
g. The staff will be evaluated and disciplined by The Provider.

E. **Communications:** Open communication will be maintained with The Board. The Provider shall be receptive to suggestions from The Board and/or their designated staff with regard to the content and conduct of the WV Pre-K Program.

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 2017-2018 school year will be confidential. Student records should be kept in a locked filing cabinet.

K. **Invoices:** Bumble Bear will invoice the Board of Education in December 2017 for the cost of providing the WV PRE-K Program beginning in August 2016 and ending in June 2018 for two thousand four hundred dollars ($2,400.00) for each FTE Pre-K eligible child enrolled for a maximum of forty-eight thousand dollars ($48,000.00) 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 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 teachers.

D. Contract Amount: The contracted amount for all personnel costs, curriculum materials, and utilities for the 2017-2018 school year will not exceed $48,000.00 paid in two installments – one in December 2017 and one in March 2018. 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 25, 2017 and ending June 30, 2018.

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

E. Entire Agreement: This Agreement, including all attachments, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, or appendix, the terms of this Agreement shall prevail. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreement, either verbal or written, between the parties hereto.
IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties by their duly authorized representatives as of the date first set forth above.

______________________________
Gary Price
Marion County Board of Education Superintendent

______________________________
Gloria Scotehel
Owner of Bumble Bear

______________________________
Stacey Oliver
Marion County Prek/Kindergarten Liaison
AGREEMENT

MEAL CONTRACT FOR WONDERLAND LEARNING & CHILD CARE CENTER.
2017-2018

This agreement, entered into as of this 9th day of August 2017, 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 Twenty Nine Cents ($3.29) for each lunch, and Two Dollars and Nine Cents ($2.09) for each breakfast. Wonderland Learning & Child Care Center will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 100 Naomi 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
200 Gaston Avenue
Fairmont, WV 26554

BY: ___________________________ DATE: ___________________________
    Mr. Gary Price, 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 SUNBEAM CHILD CARE CENTER
2017-2018

This agreement, entered into as of this 9th day of August 2017, 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 Twenty Nine Cents ($3.29) for each lunch, and Two Dollars and Nine Cents ($2.09) for each breakfast. Sunbeam Child Care Center will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 100 Naomi 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. Watson Elementary has been chosen to participate in the CEO (Community Eligibility Option) for the 2017-2018 school year which means that no student regardless of eligibility status 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
200 Gaston Avenue
Fairmont, WV 26554

BY: ___________________________ DATE: ___________________________
    Mr. Gary Price, Superintendent

ATTEST: _________________________ DATE: _________________________

SUNBEAM CHILD CARE CENTER
1654 Mary Lou Retton Drive
Fairmont, WV 26554

BY: ___________________________ DATE: ___________________________
    Helen Post-Brown

ATTEST: _________________________ DATE: _________________________
AGREEMENT

MEAL CONTRACT FOR HEART JUNCTION CHILD CARE CENTER
2017-2018

This agreement, entered into as of this 9th day of August 2017, 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 Twenty Nine Cents ($3.29) for each lunch, and Two Dollars and Nine Cents ($2.09) for each breakfast. Heart Junction Child Care Center will submit an invoice to the Marion County Board of Education, Office of Child Nutrition, 100 Naomi 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
200 Gaston Avenue
Fairmont, WV 26554

BY: ___________________________ DATE:______________________
     Mr. Gary Price, Superintendent

ATTEST: ________________________ DATE:______________________

HEART JUNCTION CHILD CARE CENTER
PO Box 31
Rivesville, WV 26588

BY: ___________________________ DATE:______________________
     Gloria Haught

ATTEST: ________________________ DATE:______________________