

Winooski Valley Superintendents Association Members

**Barre Unified Union School District
Harwood Unified Union School District
Lamoille North Supervisory Union
Orange Southwest School District
Washington Central Unified Union School District**

**Central Vermont Supervisory Union
Lamoille South Supervisory Union
Montpelier Roxbury School District
Orleans Southwest Supervisory Union
White River Valley Supervisory Union**

**Winooski Valley Superintendents Association (WVSA)
PUBLICLY-FUNDED PRE-KINDERGARTEN AGREEMENT
2024-2025**

WVSA Regional Coordinator: Rebecca Webb, rwebbbsu@buusd.org (802) 476-5011 ext. 1026

The designated Supervisory Unions and School Districts within the Winooski Valley Superintendents Association (WVSA) hereby enter into a one-year agreement with **(Program Name)** (hereinafter Partner Program) for the purpose of providing high quality and developmentally appropriate early education services to children who are three, four, or five years of age and not enrolled in kindergarten on or before September 1, 2024. Information regarding Partner Program is set forth on Exhibit A.

Children who turn six within the 2024-2025 school year will receive funding up until their sixth birthday at which time funding from the Supervisory Unions and School Districts within the WVSA will end.

A “designated” SU/SD is that entity responsible for providing Act 166 tuition payments to this stated program.

Partnering Programs are held to the Vermont State Board of Education Manual of Rules Act 166 [Universal Pre-Kindergarten Rule Series 2600 Prekindergarten Education](#) By signing this agreement the Partner Program certifies it has familiarized itself with said rules.

It is recommended that programs familiarize themselves with the [Universal Prekindergarten Program Handbook](#) from AOE before signing a School District/Supervisory Union partnership agreement. By signing this agreement, the Partner Program certifies it has familiarized itself with said rules.

It is understood by the Partner Program that by entering into this agreement and receiving public school funds, prequalified prekindergarten programs (private and public) are an extension of the public school system and must abide by the laws governing public schools.

Section 1: Duties of the Pre-Kindergarten program

1.1 The Partner Program will indemnify and hold harmless the WVSA and any of its Supervisory Unions and/or School Districts, their employees, agents, directors, officers, member districts, and their successors and assigns from any and all claims, suits, damages, judgements, and expenses arising from or related to, in whole or in part, the provision of Act 166 Prekindergarten services or arising from or related to, in whole or in part, those duties and services identified in this agreement.

1.2: Partner Program agrees that it will maintain the 11 Universal PreK standards/qualifications as identified in Act 166 (as further described below) and any additional requirements identified by Winooski Valley Superintendent Association (WVSA). The PreK program must additionally comply with any other reasonable request from the district.

Requirement 1: Child Care Licensing Regulations

The Partner Program states that it is currently licensed or registered, as applicable, by the Department for Children and Families, and is in good regulatory standing.

Partner Program understands that when a prequalified program is issued a new child care license number, the program must reapply for UPK prequalification status under the new child care license number which impacts partnership agreements and UPK tuition payments. The change in child care license number, and UPK Prequalification status, effectively renders the previous partnership agreement null and void, and a new partnership agreement will need to be issued when the program is an AOE/CDD approved UPK prequalified program. As AOE prequalification is required for partnership agreements no tuition will be provided without a current certificate in place.

Requirement 2: Step Ahead Recognition System (STARS)

The Partner Program certifies that it receives and maintains at least one of the following program quality recognition standards: NAEYC accreditation or a minimum of 4 stars on VT STARS or 3 stars and approved plan to reach 4 stars within 2 years. Documentation of said qualification will be provided prior to the signing of this Agreement.

Requirement 3: Vermont Early Learning Standards (VELS)

Prekindergarten education means services designed for prekindergarten children with developmentally appropriate early learning and developmental experiences based on the Vermont Early Learning Standards (VELS). The Partner Program’s curriculum must align with VELs. School Districts/Supervisory Unions may request copies of the program’s learning plans/curriculum which shall be provided without delay,

Requirement 4: Vermont Licensed Early Childhood Educator or Early Childhood Special Educator

The Partner Program certifies that its staff meets the required professional qualifications for a licensed teacher based on their provider type

The following is provided as guidance for the Partner Program:

Licensed Teacher Requirements:

Adhere to the requirements of a licensed teacher, per Vermont State Board of Education Manual of Rules and Practices Series 2600 – Prekindergarten Education

a. Center Based Private Prekindergarten Education Programs:

A private prequalified prekindergarten education program operated in a licensed Center Based Program shall employ, or contract for the services of, at least one teacher who holds a valid Vermont educator license with an endorsement in either early childhood education or early childhood special education. Ten hours that the licensed teacher is present shall coincide with the hours of prekindergarten education paid for by tuition from districts. The licensed educator must be physically present on-site at the prequalified program during the hours in which that program is providing the 10 hours of publicly funded prekindergarten for every student. Physically present on-site means in the same facility or in the same classroom as the prekindergarten student. Best practice for high quality prekindergarten instruction, though not required, would be the licensed educator leading instruction, facilitating lessons, and engaging with students in the classroom(s) for their prekindergarten education hours.

b. Public School Program: A teacher with a Vermont education license with endorsement in early childhood education or early childhood special education must be present in each classroom offered by the district during the prekindergarten instructional time.

c. **Registered or Licensed Family Child Care Home Programs (FCCH):** Rule 2605 allows FCCH programs to meet either the above requirements for Center Based Programs or to receive regular, hands-on active training and supervision from a Vermont licensed teacher with endorsement in early childhood or early childhood special education. This active training and supervision must occur at least three hours per week, during each of the 35 weeks per year in which prekindergarten education is paid for by tuition from districts. The operator shall maintain appropriate written documentation of the supervision on location.

Loss or change in Licensed Educator: If a prequalified prekindergarten education program loses or has a change in their licensed educator(s), the program must complete and submit the [prequalification update form](#) to the Agency of Education (AOE) and provides notice to the WVSA Act 166 Regional Coordinator within five school days of the educator’s official last day of work. The program is allowed 30 school days to hire or contract with a new licensed educator and inform the AOE and the WVSA Act 166 Regional Coordinator of that action. If the official last day of work is within 30 school days of the last day of school for the district, an educator must be hired or contracted with by the first day of school for the upcoming school year. Within this 30 day school day period, the program must maintain compliance with all other applicable prequalification requirements to be considered and maintain a program’s prequalification status.

Requirement 5: Adhere to all applicable federal and state laws

The Partner Program must adhere to all applicable federal and state laws including, but not limited to, Part B of Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Rule 4500 Restraint and Seclusion, Vermont Act 35 (2021), American Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964.

The Partner Program cannot discriminate on the basis of race, color, national origin, creed, marital status, disability, toileting, gender identity, economic status, religion, or sexual orientation in their prekindergarten education program and instructional activities.

Further guidance is provided to the Partner Program below, note this guidance is in no way comprehensive but meant to inform the Partner Program:

Confidentiality:

(CDD regulation 3.8) “The licensee, staff, auxiliary staff and partner staff shall not disclose or permit the use of any information regarding an individual child or family gained through [program] interaction with the child and family, or [program] records, files, videotaping, tape recording, photographing, assessments or any type of documentation unless parental permission is specifically granted, except to the Division or other entities with statutory authority for issues relating to the health, safety, and protection of children.”

Special Education:

Programs must allow access to service providers for children receiving early childhood special education services.

Referrals for evaluation of special education services are required by law, to be made through the local School District’s early childhood special education team in collaboration with families. UPK programs that have concerns about a child’s development should have a conversation with the child’s family to gain permission to contact the local School District/Supervisory Union’s office of special education. The WVSA Regional Coordinator can assist the program in referrals, family communication, and coordination of contact with School District/Supervisory Union staff.

Toileting:

A child cannot be denied UPK enrollment in any setting due to toilet learning. Additionally, under CDD regulations (5.2.4) “staff shall ensure that all toilet learning/training is carried out with the parent’s knowledge and consent. Toilet training methods performed by staff shall be consistent with the parent’s toilet training methods when these are developmentally appropriate and do not constitute a violation of

these regulations. The child’s progress and success in toileting shall be communicated regularly to the child’s parent(s).”

Suspension and Expulsion:

All public and private UPK programs must report exclusionary discipline within five school/program calendar days to the Agency of Education UPK Accountability and Continuous Improvement System (UPK ACIS) Coordinator using the UPK Suspension and Expulsion Reporting Form also found on the AOE’s UPK website. Additionally written notification must be sent to school district partners and WVSA Regional Coordinator within five school/program calendar days.

Suspensions of a prekindergarten child, shall not impact tuition payments for that child. Expulsions of a UPK enrolled child shall cease tuition payments effective from the date of expulsion.

16 V.S.A. § 1162, limits the instances in which a school may suspend or expel a student under the age of eight:

(d) Notwithstanding anything to the contrary in this chapter, a student enrolled in a public school, approved independent school, or prequalified private prekindergarten program who is under eight years of age shall not be suspended or expelled from the school; provided, however, that the school may suspend or expel the student if the student poses an imminent threat of harm or danger to others in the school.

Definitions:

- 1. **In-program suspension** is the placement of a child in a specified supervised location (e.g., director’s office, alternative classroom, other space in building) outside of their regular early childhood setting/classroom.
- 2. **Out-of-classroom/program suspension** is the removal of a child from their regular early childhood setting/classroom (off premises).
- 3. **Expulsion** is the permanent removal of a child from their regular early childhood setting/classroom. This permanent removal does impact the family’s Act 166 tuition.

Definitions of “Imminent” and “Harm or Danger to Others”

A threat of harm or danger to others is imminent if it meets each of the three following criteria:

- 1. The effects of the child/student’s behavior are or will be immediate or could occur at any time,
- 2. The child/student has the ability or the means to enact physical injury or bodily harm through their behavior, and
- 3. Even after adults have provided interventions that are less restrictive than suspension or expulsion to de-escalate the event, the child/student’s behavior persists or cannot be prevented.

Requirement 6: Provide a minimum of 10 Hours of free UPK educational instruction.

Partner Program acknowledges that each prekindergarten student whose parent or guardian registered the student at the student’s district of residence is entitled to no less than ten hours per week for 35 weeks annually of publicly funded prekindergarten education at an available prequalified prekindergarten education program operated by a public school or private program. Additional requirements and information are in section 1.5 (registration) and section 1.6 (tuition) of this document and online on the Vermont AOE’s website.

Requirement 7: Assessment

Teaching Strategies GOLD (TSG/SmartTeach) Checkpoints and Reporting

TSG is transitioning to SmartTeach during Summer 2024.

TSG/SmartTeach is the Vermont UPK assessment and child developmental progress monitoring tool. Act 166 requires that programs conduct child development assessments enrolled using the assessment tool approved by the AOE at least two times a year and report the results of those assessments to the AOE by December 15 and June 15 each year.

Programs need to have one designated person, preferably the licensed early childhood educator, who has completed the assessment's inter-rater reliability training, and who ensures accountability for the program by monitoring data uploads throughout the fall and spring assessment periods.

TSG/SmartTeach Account management

- SmartTeach is a formative (ongoing) assessment system and documentation of child learning should be regularly uploaded.
- Data should be archived (not deleted) and maintained for at least 3 years;
- If a child leaves your program to attend another prekindergarten program, the TSG/SmartTeach portfolio should be transferred by submitting a completed transfer form to the AOE.
- Each child should only have ONE portfolio. If your student is coming from another program, please complete the TSG/SmartTeach transfer form and/or reach out to the Regional Coordinator for assistance.

Requirement 8: Family conferences

The Partner Program is required to provide parents or guardians with a report of child's developmental progress at least twice per year and offer parents/guardians at least two opportunities per year to meet with the teacher.

Requirement 9: Family engagement

The Partner Program is required to provide opportunities for effective parental involvement and participation. Examples may include: involvement in program development, policy work, program evaluation, curriculum development, helping and/or visiting in the program.

The Partner Program will submit a copy of their current family handbook prior to the signing of this Agreement. The WWSA provides the following guidance to the Partner Program on family handbooks:

The list below are AOE recommendations for all UPK prequalified programs to include in their family handbooks:

- Inclusion Statement and non-discriminatory policy (act 35)
- How the program collaborates with Local Education Authority (LEA-School District/Supervisory Union) for special education services
- UPK tuition payment statement
- Curriculum framework including the use of the Vermont Early Learning Standards (VELS) and Assessment (TSG/SmartTeach).
- Family engagement and conferences
- Equity statement
- Toileting policy
- Suspension and expulsion

Requirement 10: Permit onsite visits

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Program Representative initials _____

WWSA Representative initials _____

The Partner Program is required to permit on-site visits, announced and unannounced, by representatives from the Agency of Education, the Department for Children and Families, and School District/Supervisory Union staff.

Requirement 11: Accountability and Continuous Improvement System (ACIS)

The Partner Program is required to participate in the state approved prekindergarten education monitoring system

The Partner Program agrees to maintain and renew Act 166 prequalification and report any changes that could affect compliance with Act 166 standards and status as a prequalified prekindergarten education program to the Agency of Education, Agency of Human Services, School District/Supervisory Union, WVSA Regional Coordinator, and families within 5 days of that change. Examples of when notification is required include: loss of or change in licensed teacher, decrease in STARS level, licensing concerns, relocation of program, and change in director. Programs are required to notify the AOE of suspensions and expulsions. More information is under section 1.2 Requirement 5. Please see the required notifications on the AOE website. The WVSA regional coordinator can also assist as needed.

The Partner Program is required to notify the Regional Coordinator of all program changes required by AOE as described above.

1.3 Required general liability and sexual abuse/molestation insurance:

The program is required to have in place insurance which meets the requirements listed below. A certificate of insurance will be provided prior to signing this agreement and at the insurance renewal date. All Supervisory Unions/School Districts that the program has enrolled students from will be named as an additional insured.

Center Based Child Care Programs:

- General Liability coverage in the amount of \$1,000,000 each **occurrence/claimant**;
- General Liability coverage in the amount of \$2,000,000 general **aggregate**;
- Misconduct/molestation coverage in the amount of \$1,000,000 each **occurrence**;
- Misconduct/molestation coverage in the amount of \$1,000,000 **aggregate**;
- Statutory Workers Compensation coverage

Family Child Care Homes:

- General Liability coverage in the amount of \$1,000,000 each **occurrence/claimant**;
- General Liability coverage in the amount of \$2,000,000 general **aggregate**
- Sexual misconduct and molestation coverage:
 - The **recommended** coverage amounts are: Sexual misconduct & molestation coverage endorsements at a minimum of \$500,000 per occurrence and \$1,000,000 aggregate.
 - The **required** minimum coverage (if the recommended coverage amounts are unattainable) are: Sexual misconduct & molestation coverage endorsements at a minimum of \$100,000 per occurrence and \$300,000 aggregate.
- Statutory Workers Compensation coverage (sole proprietors with no employees are excluded)

1.4 Emergency closure policy:

The Partner Program is required to notify the WVSA Regional Coordinator of all closures not noted on the Partner Program’s submitted calendar or when a program’s calendar is changed. This notification can be by email and should be sent as soon as possible, preferably that day. The Partner Program should have a system in place to address emergency closures if they impact student attendance. The Partner Program is required to make up the hours missed due to closures.

1.5 Registrations:

All students must be registered with their district of residence in order to access Act 166/Universal Preschool funds. Students are not eligible for tuition until a completed registration packet is received and the prekindergarten program has an agreement in place with the WVSA region. If a student does not have a completed school district registration or does not attend all 35 weeks then the yearly tuition amount may be prorated. Please see the attendance policy in section 1.6 (tuition) for attendance requirements.

The Partner Program is required to provide families with information regarding this agreement and relationship between School District/Supervisory Unions for Act 166/UPK. AOE required "consent to release information form" is included in our current WVSA Act 166 Tuition Request form and is a part of student registrations.

- Students are ineligible for Act 166 tuition funds when a child is simultaneously enrolled in a public Pre-K program and a community-based Pre-K program
- Families need to identify where Act 166 tuition funds should apply if their child is enrolled in 2 community prequalified programs simultaneously

Specific Residency Situations:

- Children who are unhoused** are defined by the McKinney-Vento Act as those who "lack a fixed, regular, adequate nighttime residence." The definition specifically includes children living in emergency shelters, motels, hotels, trailer parks, cars, parks, public spaces, or abandoned buildings, and those who are "doubled up" with family or friends due to loss of housing, economic hardship, or a similar reason. Children who are unhoused should be referred to the WVSA Regional Coordinator and the Act 166 designee for the child's district. Determination of unhoused status is made by the school district.
- Children who are in DCF custody** may use either their birth parent's or foster parent's address for enrollment purposes. Generally, they will use the address at which they are expected to remain for the duration of the school year and/or the address at which they will enroll in kindergarten. If there are older siblings, all children will ideally be enrolled in the same district. School registration paperwork should be accompanied by a placement letter from DCF.
- Students who move- The PreK program** must notify the district immediately using the [exit/change form](#) if a student moves (even within the same district) and/or other changes to their enrollment status. This form can also be requested through the Regional Coordinator and is also available on our WVSA UPK website. If the child has moved, a new PreK application with proof of residency will need to be completed for the new residency. If a child moves mid-year the registration requirements for full registration apply. In order to ensure no gap in payment, it is best if the application is completed in advance of the move.

1.6 Tuition:

So long as the Partner Program is compliant with all applicable laws, standards, and regulations and has submitted a complete regional Act 166 agreement, W 9 form, proof of liability insurance coverage, and so long as the family has completed the school registration paperwork, the WVSA school districts will provide state mandated prekindergarten compensation.

Invoice and payment procedures are based on the Partner Program maintaining their prequalification status with AOE. The School Districts/Supervisory Union will withhold payments if the program does not comply with the definition of Rule 2602 (UPK Prequalification) and 2607 (Agreements with Prequalified Prekindergarten Programs).

Tuition for fiscal year 2025 is \$3,884 per child for 10 hours, 35 weeks. School districts/supervisory unions will prorate the tuition amount for students who have not completed school registration as of **August 23, 2024** or who are enrolled less than 35 weeks. Partner Program must have signed agreement paperwork and met all requirements to be eligible for full tuition.

Students who register or exit after the start of your calendar year will have the tuition prorated based on the identified weeks in your program's calendar. PreK tuition weeks must occur between 8/26/24 and 6/13/25 as required under VT's Act 166 rules. **Partner Program's academic year calendar and tuition contracts with families must reflect which weeks are paid for by PreK. For consistency as a region your attendance start date must fall between August 26th, 2024 and September 13th, 2024.**

Six Year Olds:

Tuition payments for kindergarten-eligible children in publicly funded PreK programs stop on the child's sixth birthday except in extraordinary circumstances as determined by the child's special education team.

Student grade progression:

Children receiving PreK funds are expected to follow a typical grade progression into kindergarten the following year.

Attendance Policy for Payment:

The School District/Supervisory Union will notify the Partner Program prior to reducing or removing tuition funding due to changes in the Partner Program's standards or due to repeated or extended periods of student absence.

If a student is absent from PreK for the following they may be at risk of losing Universal PreK funding.

- an average of one PreK day per week over the course of two months or
- more than 2 consecutive weeks or
- the equivalent of 3 weeks

Partner Program will submit invoices and attendance each month, between the months of September and June. It is acknowledged that, because of the need to process payments by the close of each fiscal year, invoices received later than **June 6, 2025** will be denied. Attendance for 6/9-6/13/25 may be submitted by 6/13/25 if needed due to make-up days or program calendar.

Section 2. School District/Supervisory Union Responsibilities:

2.1 Communication and Collaboration:

- The School District/Supervisory Union will inform families residing in this region of the availability of early education services in the community.
- Identify a School District/Supervisory Union liaison who will maintain communication with **Partner Program** throughout the term of this contract to ensure that both parties abide by its terms. For this agreement period this person is the WVSA Regional Coordinator as listed on the front page of this document.
- Inform liaison of **Partner Program** about relevant professional development opportunities sponsored by area SUs/SDs. Additional fees may be incurred by **Partner Program** for participation in such events.
- Consider requests for additional professional development services to support the development and learning of enrolled children and negotiate any additional fees for such services (examples include: contracted professional training, space, etc.).
- Organize and host meetings with pre-qualified providers for the purpose of sharing information.

2.2 Assessment/Data Reporting:

- The School District/Supervisory Union will utilize student assessment data as needed, including for systems planning, kindergarten transition and curriculum and professional development decisions. Access to data from the Partner Program will be available as needed on both an aggregate and individual child basis to employees of the districts for these purposes.

- The School District/Supervisory Union will ensure that census reports for students, including Prekindergarten students, are accurately reported to the Agency of Education.
- The School District/Supervisory Union will complete Agency of Education notification of Prekindergarten students who have been suspended or expelled.

Section 3: Conflict and Modification of Partnership Agreement

In the event of disagreement as to the terms of this contract, negotiation shall occur first between the PreK program’s director or designee and the Act 166 Regional Coordinator. If the dispute cannot be resolved through this step, the program’s director or designee shall communicate, in writing, with the superintendent of the child’s district.

In the event of legislative action that results in changes to Act 166 or other applicable statutes and regulations, this agreement may be amended.

Section 4: Termination of this Agreement:

Either party may terminate this agreement at any time. A substantial breach of the terms of this contract shall constitute cause for immediate termination. It will be the joint responsibility of the School District/Supervisory Union and the Partner Program to notify, in writing, families of children impacted by the termination of this agreement.

This agreement remains in effect from **July 1, 2024 to June 30, 2025** after all parties have signed below unless terminated earlier in accordance with the termination provisions set forth above.

Section 5: Signatures

(Program Name)

Program Director Name: _____

Signature: _____

Date: _____

If **(Program Name)** is a public school-based program the program director and the district’s Act 166 designee must co-sign the agreement.

District Act 166 Representative printed name: _____

Signature: _____

Date: _____

Winooski Valley Superintendents Association

WVSA Representative: Rebecca Webb

Signature: _____

Date: _____

EXHIBIT A

(Program Name) Mailing address: _____ Program Location Address (if different): _____ Email: _____ Phone: _____ Program's Act 166 primary contact and title: _____
Exact program name on W9: _____ UPK Instructional hours (list by time and day of week): _____
Licensed teacher name: _____ License expiration date: _____ Licensed teacher DOB: _____ Endorsement area: _____ Licensed Teacher scheduled Pre-K days/hours: _____
Additional teachers: Licensed teacher name: _____ License expiration date: _____ Licensed teacher DOB: _____ Endorsement area: _____ Licensed Teacher scheduled Pre-K days/hours: _____
Additional teachers: Licensed teacher name: _____ License expiration date: _____ Licensed teacher DOB: _____ Endorsement area: _____ Licensed Teacher scheduled Pre-K days/hours: _____