

**PREKINDERGARTEN/HEAD START COLLABORATION  
CONTRACT TEMPLATE DRAFT**

CONTRACT TEMPLATE

This CONTRACT is made between the xxxx School District, having its principal place of business located at xxxxx, and the xxxxxx Head Start, having its principal place of business located at xxxx, collectively the "Parties."

WHEREAS, the New York State Education Department, which oversees state-administered prekindergarten programs, and the U.S. Department of Health and Human Services Administration for Children and Families, which oversees Head Start, encourage the development of local interagency partnerships between local educational agencies and Head Start programs;

Whereas, New York State Education Law § 3602-e sets forth the children who are eligible to participate in the universal prekindergarten program and defines "prekindergarten program plan" to mean a plan approved by the board of education that is designed to effectively serve eligible children directly through the school district or through collaborative efforts between the school district and an eligible agency or agencies;

Whereas, New York State Education Commissioner's Regulations, Subpart 151-1.2, govern the procedures and requirements for implementing universal prekindergarten programs in the state, including defining "approved expenditures" for which universal prekindergarten grant funds may be used to administer a prekindergarten program;

Whereas the school district shall conduct, at minimum, one site visit to settings where the prekindergarten program will be located prior to contracting for services.

Whereas, the Head Start program is administered in accordance with the federal Head Start Act (42 US Code section 9801 et. seq.) and corresponding Head Start Program Performance Standards (45 CFR Part XIII); and the purpose of Head Start is to promote the school readiness of eligible and low-income children by enhancing their cognitive, social, and emotional development and providing a learning environment that supports children's growth in language, literacy, mathematics, science, social and emotional functioning, creative arts, physical skills, and approaches to learning through the provision of health, educational, nutritional, social, and other services that are determined, based on family needs assessments, to be necessary. Head Start programs undergo a fiscal audit every grant year, and a federal program review every five years.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, the Parties agree as follows:

I. RESPONSIBILITIES AND FUNDING

*GUIDANCE: It is important for both Parties to specify their respective responsibilities and corresponding budgets. For example, the school district should describe the number of hours the prekindergarten program is operating, the number of children served, and of those children the number provided prekindergarten services by Head Start (listing addresses and number of children at each address). It also is important to specify how many children are expected to be dually enrolled in prekindergarten*

and Head Start programs and how the children in both programs will be served without duplicating services (i.e., x children will receive xx hours of prekindergarten and all the services and supports required by Head Start that meet the funding requirements for both programs). This [SED and Head Start Collaboration Tip Sheet](#) can serve as a guide in identifying and establishing the range of roles and responsibilities for each of the Parties to consider and specify in this contract. [EXAMPLE – The school district and Head Start should utilize the collaboration tip sheet to delineate the responsibilities and who will be funding each of the below responsibilities. The example below is not an exhaustive list, but an idea to help school districts and Head Starts as they delineate responsibilities.]

**Sample Description and Specification of Responsibilities by the Parties:**

School district prekindergarten funding, totaling \$xxx, will cover one certified teacher as defined in 8 NYCRR 151-1, curriculum, materials and supplies for prekindergarten enrolled children.

Head Start funding, totaling \$xxx, will cover the family worker, nurse or Head Start teacher during the hours or summer months when prekindergarten is not in session.

Indicate the following below:

- Maximum number of 3-year-olds that can be served
- Maximum number of 4-year-olds that can be served
- How long is the prekindergarten day in each room?
- Bussing by school district? If offered at any site, bussing must be offered at all sites including community-based organizations (CBOs) per New York State Education Law § 3635.
- Lottery for selecting children is clearly defined per 8 NYCRR 151-1.4(d)
- Head Start eligibility agreement
- Description of how the collaborating agency will meet the needs of preschool students with disabilities and/or Emergent Multilingual Learners, as applicable.
- Include description of the RFP process for winning this contract. All proposals should include the requirements outlined in 8 NYCRR 151-1.6 to be considered as an eligible proposal
- Five-Year Plans are established for uncertified teachers in accordance with 8 NYCRR 151-1
- If there are uncertified teachers, a qualified on-site education director is employed that meets the qualifications set forth in 8 NYCRR 151-1.6.
- The student to staff ratio based on 8 NYCRR 151-1.3 (d)
- A detailed narrative which describes how the eligible agency proposes to meet the goals and objectives of the district’s state-administered prekindergarten program.
- An established screening and assessment process that meets the requirements of 8 NYCRR 151-1.
- The school district and eligible agencies use the NYSED Health and Safety Checklist or a similar tool to monitor the health and safety of the prekindergarten classrooms.
- The school district has assigned a person to monitor the program and act as a liaison between the Head Start and school district.

Pursuant to this CONTRACT, the **School District** shall be responsible for and shall provide \$xx to cover these responsibilities: **EXAMPLES**

1. Funding the certified Teacher's salary, benefits for \_\_\_\_ days.
2. Funding 50% of the Assistant Teacher's salary for \_\_\_\_ days.
3. Etc.

Pursuant to this CONTRACT, the **Head Start** shall be responsible for: **EXAMPLES**

1. Funding the Family Worker dually enrolled children.
2. Providing toothbrushes for all the children.
3. Providing the families with dental screening and follow up with the dentist.
4. Purchasing the educational supplies for the dually enrolled classrooms.
5. Etc.

## II. FUNDING

Include total funding for this contract.

Describe the invoice and payment process, including the timeline.

Each year, the Head Start program must provide the school district with a budget narrative that clearly specifies the funding amounts for each budget item needed to implement the prekindergarten program.

## III. TERM

This CONTRACT will take effect as of the date it is fully executed by the Parties and will extend until xxxxx (for up to three years), based on the availability of funds. Furthermore, this CONTRACT may be renewed by the Parties if there are available funds to carry out the purposes of this CONTRACT.

Either Party may terminate this CONTRACT at any time, in its sole discretion and without cause, by giving at least thirty (30) days prior notice by email and regular mail to the other Party's CONTRACT Administrator listed below, provided that the school year will continue to completion.

## IV. CONTRACT ADMINISTRATION

Each Party shall appoint a CONTRACT Administrator, who will be an employee within each agency, respectively. The CONTRACT Administrator may be changed by either party by giving the other party advance written notice of the change.

The CONTRACT Administrator will:

- a. Contact all appropriate agency employees;
- b. Coordinate agency responsibilities, including accepting written notices and telephone calls;
- c. Ensure uniformity in agency operating procedures; and
- d. Represent the school district or Head Start agency in the first instance in resolving or attempting to resolve any ambiguities or disputes that may arise under this CONTRACT.

**CONTRACT ADMINISTRATOR INFORMATION**

<b>School District</b>	<b>Head Start Agency</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Address:</b>	<b>Address:</b>
<b>Telephone:</b>	<b>Telephone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>E-mail:</b>	<b>E-mail:</b>

V. COOPERATION AND JOINT RESPONSIBILITIES

Each Head Start site must maintain a child care license/permit, and each site that is located within a school building must maintain a child care license/permit or hold a copy of the letter of responsibility from the school district That was sent to the regional OCFS office.

The Parties hereby agree to cooperate to the best of their ability with each other and with other third parties with respect to the implementation of this CONTRACT.

VI. ENTIRE UNDERSTANDING

This CONTRACT constitutes the entire understanding between the Parties with respect to services covered by this CONTRACT. This CONTRACT may be amended or modified only by mutual written agreement of the Parties. No other understanding, oral or otherwise, regarding the subject matter of the CONTRACT will be deemed to exist or to bind any of the parties hereto.

In WITNESS WHEREOF, the parties have executed this CONTRACT as of the dates appearing under their signatures.

VII. EXECUTORS CLAUSE

IN WITNESS WHEREOF, the Parties hereto have executed this CONTRACT as of the dates appearing under their signatures.

<b>SCHOOL DISTRICT</b>	<b>HEAD START AGENCY</b>
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: