

Agreement to Deliver Statewide Voluntary Preschool Program  
for Four-Year-Old Children with  
CRESTON COMMUNITY SCHOOL DISTRICT

THIS AGREEMENT is entered into by the Creston Community School District ("District") and St. Malachy Preschool ("Preschool Provider").

WE, the undersigned Agencies, for the purpose of delivering the Statewide Voluntary Preschool Program for Four-Year-Old Children, hereby consent and agree to the following:

Term: The term of this Agreement shall be from July 1, 2025 to June 30, 2026. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate the Agreement with or without cause upon sixty days (60) written notice. Any communication or notice shall be deemed to have been given if delivered or mailed to the Representative noted below at the addresses set forth. If this contract is terminated prior to the completion of its term, Preschool Provider will refund to District any unearned funds it received under this Agreement.

Assurances:

Preschool Provider (also referred to herein as "Preschool Program" or "Community Partner") will be responsible for compliance with the following:

1. Preschool programs offer a minimum of 10 hours of instruction per week from the teacher, exclusive of recess (Iowa Code 256C.3(3)f).
2. Preschool programs collaborate with participating families, early care providers, and community partners, including Early Childhood Iowa area boards, Head Start programs, shared visions, and other programs provided under the auspices of the child development coordinating council, licensed child care centers, registered child development homes, area education agencies, child care resource and referral services provided under Iowa Code section 237A.26; early childhood special education programs; services funded by Title I of the federal Elementary and Secondary Education Act of 1965; and family support programs to make available resources, included those described in sub rule 16.3(14), required to meet the needs of the child. Iowa Code 256C.3(3)e.
3. Preschool programs collaborate to ensure that children receiving care from other approved child care arrangements can participate in the voluntary preschool program with minimal disruptions to the child. Iowa Code 256C.3(3)e.

4. The school district ensures that all staff members are provided appropriate staff development to early childhood education, Iowa Code 256C.3(4)d.
5. State Wide Voluntary Preschool Teachers & Assistants agree to attend the ECI Institute with Green Hills AEA.
6. The preschool program involves families through at least one home visit by the licensed teacher of the child prior to child beginning, one family night, and at least two family teacher conferences per year, Iowa Code 256C.3(3)g.
7. A minimum of one certified teacher and one appropriately certified support staff member is present when 11 to 20 children are present, Iowa Code 256C.3(3)a. Proof of certification should be provided to the district prior to Sept. 15 or upon employment.
8. There are never more than 20 children per classroom, Iowa Code 256C.3(3)a.
9. The program has aligned curriculum, assessment, staff development, and instructional strategies to the Iowa Early Learning Standards, Iowa Code 256C.3(3)c.
10. Teachers provide instruction on the skills and knowledge included in the Iowa Early Learning Standards, Iowa Code 256C.3(3)c.
11. The program submits all required data to the SWCC ECE Director, including data for annual submission of session information in CASA, Iowa Code 256C.3(4)c.
12. The program submits any additional data requested by the SWCC ECE Director to conduct program evaluation, Iowa Code 256C.3(4)c.
13. The preschool program administers Teaching Strategies GOLD early childhood assessment online to each child enrolled in the fall and spring. District will hold the license for the SWVP with each program being under the license and each program will enter their data. Iowa Code 279.6
14. Students not meeting GOLD benchmarks in the fall are required to be assessed at the winter checkpoint in each domain below age range.
15. The preschool program implements a research-based or evidence-based curriculum, Iowa Code 279.6.
16. The preschool program agrees to administer the IGDIs Literacy Screen three times per year and provide data to Creston. The Iowa Department of Education provides the necessary kits and training.
17. The program shall conduct classes no later than the Tuesday after Labor Day until the scheduled last day of school on the Creston Schools calendar (excluding make-up days) or the Friday before Memorial Day, whichever is first. SWVP Programs agree to operate for a minimum of 330 hours within those dates. The preschool program agrees to follow the district calendar. Parent/Teacher conferences, held twice a year, can be counted toward the 330 hours of instructional time.
18. Submit documentation by the 4th of each month to the SWCC ECE Director for expenditures appropriate to the funding. Provide copies of receipts for all expenditures to include a per hour rate for appropriately licensed teachers and support staff. Preschool program will submit a

signed invoice to the SWCC ECE Director on a monthly basis and the cutoff date for billing will be the fifth day of each month. This invoice shall also include any billing for special education students at preschool program.

19. Creston shall pay **\$3741.00** per year, per student, for the District SWVP instructional portion of the day. For purposes of determining the amount Creston will pay to preschool program under this contract, the monthly student count as of the 5th of each month will be used, not to exceed the SWVP Count Date student count for all District SV Preschools. The SWVP slots for each program are determined by the SWVP Iowa DE child count reported by that program the previous year. Unused slots will then be distributed to other programs by the SWCC ECE Director as needed via a lottery system. Programs may accept dual enrolled children after SWVP count date and all other eligible children have been placed. Parents must designate which program is their primary program to receive the SWVP funding. The other program may charge tuition for that second placement.
20. If the State of Iowa reduces or eliminates funding for the Statewide Voluntary Preschool Program for Four-Year Old Children, the amounts Creston is obligated to pay to preschool program under this contract will be proportionally reduced. Preschool program agrees to indemnify and hold harmless District from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against District based upon the reduction or elimination of funding for the Statewide Voluntary Preschool Program for Four-Year Old Children and/or based upon any acts or omissions by preschool program.
21. Each Community Partner will refund any portion of the monthly allocation not expended for direct instructional or administrative/operational costs (not exceeding 10% of monthly allocation) to the district annually (by June 25). 281 IAC 98.13(2)(b)-(c)
22. PRESCHOOL PROVIDER agrees to provide proof of liability insurance and worker compensation covering its employees.
23. The employees assigned to the program shall be employees of Preschool Provider and shall not be considered employees of Creston for any purpose.
24. **Preschool provider will not enroll students in SWVP before April 1. Registration papers need to be April 1 or after, as do open houses for preschool SWVP.**
25. Preschool Provider will operate the preschool program in accordance with Iowa law governing the Statewide Voluntary Preschool Program. Preschool Provider will cooperate with District regarding program records and will comply with confidentiality laws applicable to student records. Preschool Provider is responsible for ensuring that all personnel that it provides under this Agreement have cleared all background checks in accordance with applicable law and District standards.

District (also referred to herein as "Creston") and SWCC ECE Director, as District's contractor, will:

1. Retain up to 5% of the total program allocation for administrative costs associated with the

program and retain 5% the Community Partner's for a total of 10% to pay for the SWCC ECE. (This arrangement was created when the Community Partners were established, to have guidance and oversight)

2. Distribute funding to the Preschool Provider based on the number of children enrolled on the last school day of the month (August-May).
3. Distribute funding to the Preschool Provider in installments on a monthly basis over 10 months (September-June) following regular district board meetings.
4. Work with Preschool Provider to meet all Statewide Voluntary Preschool Program assurances and requirements.
5. Schedule regular meetings with preschool partners to discuss program updates.
6. Maintain a database of children enrolled in Statewide Voluntary Preschool Program.
7. District will be responsible for determining special education and related services categorization and placement in accordance with state and federal law and shall be responsible for any special costs or programming involved for students enrolling with an individual education plan (IEP). Students who receive Special Education services from the Creston Community School District, will have their Individualized Education Plans (IEPs) served in the district preschool program, Panther Pride Preschool. State Wide Voluntary Preschool funds may not be used for any child on an Instructional IEP before the SWVP Count date.
8. Make available to any teacher in a statewide voluntary preschool program that is not employed by the District staff development that the District offers to the District's personnel to maintain the skills appropriate to the teacher's role. The Districts shall ensure that staff members for the program are provided appropriate staff development in early childhood education.

Representatives: The contact person for each party shall be as follows:

Preschool Provider:	St. Malachy Preschool
	403 W. Clark St.
	Creston, IA 50801
	641-782-7125

District: Kristie Nixon SWVP Program  
Billie Jo Greene Finance  
801 N. Elm St.  
Creston, IA 50801

This Agreement may not be modified, changed, or varied  
except by a written document signed by the parties.

Signed:

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FOR: St. Malachy Preschool

\_\_\_\_\_

Date

\_\_\_\_\_

FOR: Creston Community School District

\_\_\_\_\_

Date

## **Assurances of the Statewide Program**

These are the statewide required assurances to maintain funding for the Statewide Voluntary Preschool Program.

1. **Maintaining appropriately licensed teachers is a building block of this program.**
  - a. Teachers must have a valid practitioner's license issued by the BOEE under Iowa Code chapter 272
  - b. The teacher endorsement includes pre-kindergarten. The appropriate teaching endorsements are:
    - i. Teacher Endorsement #100 -- Prekindergarten through grade three, including special education
    - ii. Teacher Endorsement #103 - Prekindergarten through kindergarten; and
    - iii. Teacher Endorsement #106 - Prekindergarten through grade three
2. **All staff must meet program standards as stipulated in Chapter 16**
3. **Maximum class size:** There should never be more than 20 children in a classroom. No more than 20 children may be reported per session in Student Reporting in Iowa for certified enrollment/SWVPP funding.
  - a. NOTE: Districts must take children on IEPs into consideration and may want to hold spots for them and/or reduce the group size.
4. **Sufficient Number of Staff**
  - a. The staff to child ratio when the majority of children in the classroom are 4-years-old must be **1:10**.
  - b. There must be at least one appropriately licensed teacher present with children during SWVPP instructional hours. A minimum of one staff member and one teacher shall be present when 11 to 20 four year old children are present.
5. **Instructional time** is required to be a minimum of 10 hours per week with an appropriately licensed teacher.
  - a. The weekly schedule should be constant and not change from week to week so that every child is offered at least 10 instructional hours each week.
  - b. **Secular Instruction** - All faith-based partners must ensure that, from the time instruction supported by Statewide Voluntary Preschool Program funds starts until the time such instruction ends, no religious instruction takes place. There is to be no interruption or "sprinkling" of such instructional time for any faith-based purpose. The burden of compliance is on the district. Districts are encouraged to include this agreement in the contract verbiage with faith-based partners.
6. **Each classroom offering the Statewide Voluntary Preschool Program, Early Childhood Special Education, and/or any early childhood site serving children on an IEP must adopt and meet one**

**of the approved sets of program standards:**

- a. Head Start Program Performance Standards
  - b. Iowa Quality Preschool Program Standards and Criteria (our district follows these standards)
  - c. National Association for the Education of Young Children Program Standards and Accreditation Criteria. Districts indicated in their original applications to become part of the SWVPP which program standard each site would be following. Districts have 1 year to meet the program standards.
7. The preschool program shall demonstrate how the curriculum, assessment, staff development, and instructional strategies are aligned to the Iowa Early Learning Standards. The teacher shall provide instruction on the skills and knowledge included in the Iowa Early Learning Standards. The Iowa Early Learning Standards align with the Iowa Core Curriculum to allow for fluid programming from preschool through 12<sup>th</sup> grade.
8. The preschool program shall involve families in at least one home visit, one family night and at least two parent/family-teacher conferences per year.
- a. Two parent/family-teacher conferences per year must occur for children in the preschool program. Many districts align these days with the school calendar.
  - b. Home visits should not occur at the school. If families do not want the preschool staff at their home, then a neutral location should be agreed upon. The school building is not a neutral location. It is not acceptable to have parents sign a waiver for a home visit.
  - c. Family night is not recommended to be the orientation to the Preschool Program or an open house. Recommended examples of family nights may include math or literacy night, family fun night etc.
  - d. Ongoing two-way communication - frequent messaging from classroom and home should be documented. The district ensures that families are able to provide information to the school as well receive information from the school. Communication should be two-way not just school to home.
  - e. Programs are encouraged to assist in the identification and access of resources to meet the needs of families and children.
9. Children eligible to generate SWVPP funding must be four years old on or before September 15 of the school year and a resident of Iowa.

