TRANSITION AGREEMENT

THIS AGREEMENT, entered into by and among Oxbow Unified Union School District ("Oxbow Unified"), Oxbow Union High School District No. 30 ("Oxbow Union"), Newbury Town School District ("Newbury"), Bradford Academy and Graded School District ("Bradford"), and Orange East Supervisory Union ("Supervisory Union") pursuant to 16 VSA 267(b) and 723, and 24 VSA 4901-4902:

(1) This Transition Agreement ("Agreement") has been approved and is entered into and executed on behalf of the parties by the Chairs of their respective legislative bodies, each of whom having been duly authorized at the meetings of the Board of School Directors of Oxbow Unified held on November ____, 2019, the Board of School Directors of Oxbow Unified held on November ____, 2019, the Board of School Directors of Newbury held on November ____. 2019, the Board of Trustees of Bradford held on November ____, 2019, and the Board of Directors of Supervisory Union held on November ____, 2019, all as appears of record.

(2) The provisions of this Agreement are intended to supplement and complement the terms of the Oxbow Unified Union School District Articles of Agreement ("Articles") which became effective on July 1, 2019. In the event of any inconsistency or ambiguity between this Agreement and the Articles, the Articles shall prevail.

(3) Effective July 1, 2019, this Agreement shall serve as a confirmatory conveyance, bill of sale and assignment to Oxbow Unified of all real and personal property of every kind, nature and description, tangible and intangible, fixed, contingent or inchoate, in which Oxbow Union, Newbury and Bradford possesses any right, title, claim or interest, vested or contingent entitlement, or expectancy. A certified copy of an executed original counterpart of this Agreement shall be recorded in the Land Records of the Town of Newbury and the Town of Bradford, which recorded counterparts shall serve as conclusive evidence of the property transfers contemplated herein. On and after July 1, 2019, neither Oxbow Union, Newbury or Bradford, nor the Supervisory Union, nor any person claiming under, by or through Oxbow Union, Newbury, Bradford, or the Supervisory Union shall have or assert any legal, equitable or beneficial interest in any property which included in this confirmatory conveyance.

(4) Notwithstanding the terms of Section (3), assets of Oxbow Union, Newbury and Bradford currently held subject to donor-imposed restrictions and conditions shall be maintained held and administered by the Supervisory Union temporarily until no later than January 1, 2020, at which time such assets shall be transferred to Oxbow Unified, subject to such restrictions and conditions.

(5) On or before December 31, 2019, Oxbow Union, Bradford and Newbury shall execute, deliver and acknowledge receipt of such instruments as may be necessary to evidence title to personal property, fixtures, reserves, balances, contract rights, receivables, accounts, funds and vehicles transferred and assigned hereunder to Oxford Unified.
(6) Effective July 1, 2019, Oxbow Unified shall receive the benefit of, and shall be entitled to assert, all pending and threatened claims, causes of action and defenses available to Oxbow Union, Bradford and Newbury.

(7) Effective July 1, 2019, Oxbow Unified shall assume and be responsible for all outstanding indebtedness, unpaid current expenses, deficits, trade accounts, and accounts payable of Oxbow Union, Bradford and Newbury.

(8) Notwithstanding the effect of Section (3), the capital reserves, unencumbered fund balances and cash surpluses of Oxbow Union, Newbury and Bradford shall be allocated by Oxbow Unified to each party and shall be expended to support and maintain school buildings operated by and located within each respective party on June 30, 2019.

(9) To the extent Oxbow Union, Newbury or Bradford on July 1, 2019 possess unexercised authorizations to incur indebtedness for capital improvements, current expenses, deficit liquidation, or any other lawful purpose, such authorizations shall be transferred to and may be exercised by Oxbow Unified for the purpose for which such authorizations were established.

(10) On and after July 1, 2019, Oxbow Unified shall be responsible for delivering employment benefits accrued to Oxbow Union, Bradford and Newbury on June 30, 2019.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective duly authorized officers.

OXBOW UNIFIED UNION SCHOOL DISTRICT

By: ________________________________
    Chair, Board of School Directors

NEWBURY TOWN SCHOOL DISTRICT

By: ________________________________
    Chair, Board of School Directors

BRADFORD ACADEMY AND GRADED SCHOOL DISTRICT

By: ________________________________
    Chair, Board of Trustees
WASHINGTON WEST SUPERVISORY UNION

By: __________________________
    Chair, Board of Directors

Compared and certified to be a true copy (24 VSA 445).

__________________________
Notary Public
Commission Expires ____________
Publicly Funded Prekindergarten

OVERVIEW & FREQUENTLY ASKED QUESTIONS

ACT 166: “An act pertaining to publicly funded prekindergarten education” is unusual in that it’s jointly managed by two different parts of state government:

- **THE VERMONT AGENCY OF EDUCATION** assures educational fidelity and legal adherence to state and federal education laws. It considers the continuum from Prekindergarten through high school and uses the lenses of assessment and instruction. AOE requires that programs assess children twice a year using a state-approved formative assessment and that a licensed educator provide or supervise instruction. It recommends following Vermont Early Learning Standards.

- **THE CHILD DEVELOPMENT DIVISION OF THE DEPARTMENT OF CHILDREN AND FAMILIES** sits in the Agency of Human Services. It uses the lenses of health, wellness and safety; CDD requires safe and specific environments and rigorous training in developmentally appropriate practices, including use of Vermont Early Learning Standards.

  The result is very good for children and families, but can be challenging for schools and private PK programs to implement and coordinate.

**WHAT PK IS (AND IS NOT):** “The purpose of prekindergarten education is to provide young children with developmentally appropriate learning, and developmental experiences that are responsive to each child’s strengths, interests, and needs, and aligned with Vermont Early Learning Standards,” (Act 166 Rule 2600; July 1, 2016). Signed into law 2014, required implementation 2016. The Publicly Funded Prekindergarten law includes Vermont State Board of Education rules (VSBE Rules 5350-5364) in its content.

**PREKINDERGARTEN** is

- 10 hours per week for 35 weeks of the academic year
- Voluntary for families
- An entitlement for children
- Portable, allowing families to choose where a child attends Prekindergarten
- Required to be financially supported by schools using local budgets. The 2019-2020 tuition is $3,356 per child.
- Public enrollment in the school, and therefore allows a school to count PK children in their Average Daily Membership as 46% of ADM per enrolled child

**PREKINDERGARTEN** is **NOT**

- Childcare, daycare or babysitting.
  
  The standards required of a publicly funded Prekindergarten program include
  
  - Instruction or supervision of a program by a licensed teacher with an endorsement in Early Childhood Education or Early Childhood Special Education
- Using a state-approved formative assessment twice a year and reporting these findings to the Vermont Agency of Education
- Like a regular K-12 classroom; schools may not open a PK classroom without applying for joint approval through the AOE and CDD, and applying for licensing the site through CDD.

In its implementation of Public Prekindergarten Orange East Supervisory Union has committed to three components. These are long-term goals that guide decisions:

- EQUITY - PK availability is of equal access and quality throughout our region
- ACCESS – There are enough PK openings for the children whom families want to enroll; not all families want to enroll a child in an early education program.
- QUALITY – Available programs are of high quality, meeting both CDD and AOE standards, with outcomes and assessment data coordinated with local schools. Bi-annual assessments that align with the Common Core and Vermont Early Learning Standards, measure a child’s progress in 38 areas.

This data is used -
IN OUR SUPERVISORY UNION, in two ways:
- Growth reports are given to Kindergarten teachers at the end of a child’s final year of PK. The PK assessment reports provide teachers with their first understanding of a child’s strengths and areas for growth, and can enhance data used in their MTSS system
- Patterns over time for groups of children or programs are analyzed to see where we can support programs in their learning and professional development.

At the VERMONT AGENCY OF EDUCATION, the data is reviewed in aggregate to determine how Vermont’s PK children are learning in general, how the data aligns with Kindergarten readiness, and to prepare its annual report to the legislature.

IN THE STATEHOUSE, the report from the Agency of Education is reviewed to assure that the public dollars used to support prekindergarten are meeting the letter and the spirit of the law.

Prekindergarten Enrollment, OESU
Principal's Report
Newbury Elementary School - Morgan Moore
October 16th, 2019

Total Student Count:

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<tr>
<td>3/4</td>
<td>17</td>
<td>5/6 Emily Ross</td>
<td>5/6 Lottie Page</td>
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<td></td>
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<tr>
<td>Dennis</td>
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</tbody>
</table>

Additional Support Personnel

- Instructional Coach (Kim Goody)
- Math Coach (Wally Fisher)
- 9 Paraprofessionals (we are in process of hiring one more)
- School Counselor (Heather Long)
- Behavior Interventionist (Amber Cook) - 2.5 days/week
- Little Rivers Counselor - 2 days/week
- Speech Language Pathologist
- Reading Interventionist (Jeff Goodell)
- Nurse (Carla Horniak)

Integrated Arts

- Ashley LeFebvre-Possillo - Art, 2 days/week
- Jackie Verley - Music, 2 days/week
- Cameron Prest - PE, 4 days/week
- Laurie Williams - Library/Technology, 5 days/week
- HCubed - PE/Guidance, 1 day/week
Other School Programs

- Preschool - Watch Them Grow
- After School Program - Town of Newbury (Monday - Friday)
- Abbey Group - food services

2019-2020 School Goals

1. Clarifying our Mission/Vision for a positive climate (staff meetings/inservice)
   a. Restorative Practices Partnership
   b. Behavior Book Clubs w/ Cate Beaton
2. Lifting student literacy through writing workshop (PLCs)
   a. Teachers College Writing Units of Study - collaborative reading, lesson study
      and celebration of student work
   b. Year-long goal of looking at balanced literacy and a reading/phonics program

2019-2020 Initiatives

- Restorative Approaches Professional Learning Opportunity, funded through the AOE.
  - Teaching Educator Tolerance Grant - to support this work.
  - Fifth and sixth graders are involved in the roll out
- VREC - Third and fourth graders are working on composting projects
- Local Motion bike trailer and Safe Schools VT
  - Walk to School Day and bike in PE class
- MTSS - EST plans are reviewed every six weeks
  - Our first meetings happened this week
  - The response team meets weekly to review behavior as needed
- OGAP - two teachers and principal are involved in the VREC OGAP training