



WAUNAKEE

COMMUNITY SCHOOL DISTRICT

WAUNAKEE 4-YEAR-OLD KINDERGARTEN (4K)

1350 Arboretum Drive
Waunakee, Wisconsin 53597
(608) 849-1800

(4K site, address, etc.)

December 9, 2025

Dear (director),

The Waunakee Board of Education values the long-standing partnership that has existed between the district and our 4K partners. As you are aware, the Board of Education is approving a 2026-27 agreement earlier than usual as a response to the new State of WI Get Kids Ready program. Enclosed please find a copy of the 2026-2027 4K partnership agreement. The Board of Education has approved the following:

1. Increase in the per student reimbursement to \$5,000/student. No other changes are included in the 2026-27 partnership agreement.
2. Re-evaluate the number of 4K open enrollment openings available for the 26-27 school year during the January 12th School Board meeting
3. Creation of a 4K Community Task force to evaluate 4K programming and contract options for the 27-28 school year.

Please sign via docusign by December 19, 2025 (separate email with the Docusign). District administration intends to share the decision of all 4K partners with the School Board Budget Committee on January 5th, 2026. Please know that the School Board will evaluate the 2026-27 4K educational options, if necessary, based on the decisions of our community partners regarding this partnership agreement. The School Board intends to offer 4K programs to all residents and open enrollment students in 2026-27 in order to continue counting students for the September 2026 Third Friday in September Count. District administration welcomes all partners to attend our next scheduled meeting on Monday, December 15th at 3:30 pm at 905 Bethel Circle. We look forward to continuing our community partnerships.

Sincerely,

Miranda Moe

Miranda Moe
Waunakee Community School District - 4K Director

www.waunakee.k12.wi.us



2026-2027
4K SCHOOL-COMMUNITY PARTNERING
AGREEMENT 2026-2027
(Contracted Program – The District)

THIS AGREEMENT for the provision of 4-year old Kindergarten programming (the “Agreement”) is between the Waunakee Community School District (the “District”), and [insert center name] (The “Childcare Center”), referred to hereinafter collectively as the “Parties” or individually as a “Party.”

WHEREAS, the District is authorized by Wisconsin law to have a 4-year old kindergarten program (“4K Program”); and

WHEREAS, the District is authorized by Wis. Stats. §120.13(36) to enter into an Agreement with a licensed nonsectarian day care center to provide a 4-year old kindergarten program; and

WHEREAS, the District wishes to offer a 4K Program in collaboration with licensed nonsectarian early childhood organizations that already provide opportunities for students who would be eligible for such a program; and

WHEREAS, the Childcare Center is a nonsectarian licensed Childcare Center or Preschool that wishes to collaborate with the District on a 4K Program;

NOW, THEREFORE, in consideration of the mutual promises set forth in this agreement, the District and the Childcare Center hereby agree as follows:

I. CONTRACT TERM

- A. Term. The term of this Agreement shall be from August 1, 2026 to June 30, 2027.

II. INSTRUCTION AND ACTIVITIES

- A. The 4K Program. The Childcare Center shall provide preschool instruction of the quality and under the conditions described herein to eligible four-year old students.
- B. Direct Pupil Instruction. The Childcare Center shall provide at least 437 hours per-School-Year of direct-pupil-instruction. Direct-pupil-instruction hours may include recess and time for students to transfer between classes, but shall not include any lunch period.
- C. Outreach Activities. The Childcare Center will provide to Students' parents, legal guardians, and primary caregivers (collectively “Parents”) at least 87.5 hours per year of outreach activities as defined under Section III of this Agreement.

- D. Professional Standards. All instruction in the 4K Program shall be provided with a standard of professional skill, care, and conduct customarily provided in the rendering of such services, and shall be consistent with the requirements of Section X of this Agreement.
- E. Curriculum. The District, in consultation with the Collaboration Council, shall develop a developmentally appropriate preschool curriculum for use in the 4K Program (the “Curriculum”). The Curriculum shall be aligned with the Wisconsin Model Early Learning Standards (WMELS). The District may consider the input from Parents (as defined herein) and will make a good faith effort to include this input within the Curriculum where the input is appropriate, educationally relevant, and consistent with state statutes and Department of Public Instruction (“DPI”) requirements.
- F. 4K Program Eligibility. The 4K Program shall be available to only those students residing in the District attendance area that are the age of 4 years by September 1st of the enrolled School Year or non-resident students enrolling in the District in accordance with Wisconsin open enrollment law and regulations. The District shall make the final determination regarding student eligibility for the 4K Program. Exceptions to the age eligibility requirement shall only be made in accordance with District policy.
- G. Non-eligible Enrollment. With the District’s advance written permission, the Childcare Center may allow students to attend the Childcare Center that do not meet District eligibility requirements as set forth above, as long as the student/teacher ratio remains in accordance with Section VI.C. It is expressly understood that no District funds inure to these non-eligible students and that no reimbursement from the District shall be requested by the Childcare Center for these non-eligible students and that these students shall not be included in the District student count for revenue limit and state aid reimbursement calculations. The Childcare Center may charge tuition to parents of non-eligible students.
- H. Non-discrimination. Students participating in the 4K Program (“Students” or “Eligible Students”) shall not be segregated by program type, family income, Students' ability or disability, or any legally impermissible criteria. Childcare Center shall comply with the non-discrimination provisions set forth in Wis. Stat. § 118.13.
- I. 4K Program Hours. The Childcare Center will make the 4K Program available for two (2) hours and forty (40) minutes of consecutive time per school day between the hours of 7:15 a.m. and 2:45 p.m. or as otherwise agreed to by the District on such days during the School Year as the District provides classes to elementary school (“School Days”). Additionally, the Childcare Center is required to provide direct supervision by Staff (as defined below) for the 4K Students arriving and/or departing by bus.

- J. Reporting. On a daily basis, the Childcare Center shall report 4K Program attendance to the District, including information pertaining to the attendance of each Student. At any such time as the District so requests, the Childcare Center shall provide the District with reports of any information related to the 4K Program, including student performance data.
- K. Religion. The Childcare Center is prohibited from impermissibly establishing, favoring, or sponsoring religion in providing services or otherwise performing its duties under this Agreement and, further, shall comply with the Establishment Clause of the First Amendment of the United States Constitution.
- L. Collaboration Council: The District shall establish a collaborative council to provide input on 4K Program matters ("Collaboration Council"). The membership of the Collaboration Council shall be determined in the sole discretion of the District.
- M. Conferences/Report Cards: The DPI-licensed, 4K teacher of record shall conduct two 15-minute conferences for each student, as outlined by the District on the 4K calendar. Each 4K teacher shall also complete a report card for each student, twice per year, as outlined by the District on the 4K calendar.
- N. Consultations
All partner 4K sites will follow the district's 4K consultation process, if the 4K site feels they need assistance from the district regarding a student. The partner 4K site will implement all recommended interventions and strategies given to them by district staff through the 4K consultation process. The partner 4K site will provide the district with documentation of the implementation of interventions and/or strategies upon request. Documentation methods will be determined by the type of intervention and/or strategy recommended. This requirement shall apply only to actions that can reasonably be implemented by classroom teachers within the applicable staff-to-child ratios mandated by the school district or state licensing regulations. Any additional recommendations that extend beyond this scope shall be considered optional and not binding.

III. PARENTAL OUTREACH AND COMMUNITY PARTICIPATION

- A. Parental Input. Parents shall have input in planning their student's educational program and care as described in Sections II.D, II.K, and V.C.vii of this Agreement.
- B. Volunteers. Parents and community members may serve as volunteers subject to background checks and approval by the District. The District reserves the right to exclude volunteers from participating in the 4K Program for any reason or for no reason as long as such reason is not impermissible by federal, state, or local law.
- C. Outreach Activities. The Outreach Activities provided by the Childcare Center may include, but are not limited to, home visits, parent education, parent-child

activities, family nights, newsletters, or other activities as the Childcare Center may determine. The Childcare Center will keep a log and monitor all of the Outreach Activities and provide the log to the District upon request.

IV. STUDENT RECORDS

- A. Confidentiality. The Childcare Center shall maintain the confidentiality of all Student records in compliance with state and federal law.
- B. Access. The District shall have access to all Student progress, attendance, and behavioral records and shall be provided with copies of such records upon request.

V. FACILITIES AND EQUIPMENT

- A. Facilities. The Childcare Center will provide the 4K Program at [insert center name], physically located at [insert center location] (the “Facility”).
- B. Legal Compliance. The Facility shall comply with all local, state, and federal laws.
- C. Appropriate Environment. The Childcare Center will continually ensure that the Facility is appropriate for preschool education. The Childcare Center shall take any such actions as are required to provide an appropriate environment including, but not limited to:
 - i. Complying with all local, state, and federal laws, including those related to educational facilities;
 - ii. Providing adequate classroom space for the Students;
 - iii. Providing ample indoor play space, toys, and equipment appropriate for early childhood;
 - iv. Ensuring that the Facility complies with the First Amendment to the United States Constitution regarding the separation of church and State;
 - v. Providing appropriate space for support services, Parent meetings, and other similar activities;
 - vi. Maintaining the Facility including classrooms, bathrooms, and all equipment, toys, and materials in a state of good repair and cleanliness;
 - vii. Considering in good faith reasonable Parent suggestions relating to improving Student care.
 - viii. Complying with health orders from Public Health Madison Dane County

- D. Provision of Materials. The District will not purchase consumable materials, instructional materials, equipment, and supplies (“Instructional Materials”) to be used for the 4K Program. The purchase of Instructional Materials for the 4K program shall be the responsibility of the Childcare Center.

VI. STAFF

- A. Director. The Childcare Center shall employ a director to administer the 4K Program and ensure compliance with this Agreement (“Childcare Center Director”). The Childcare Center Director shall be appropriately trained and licensed in accordance with state and federal law. Directors are required to attend quarterly 4K Program Meetings with the District’s 4K Program Supervisor.
- B. Staffing. The Childcare Center shall be responsible for providing all required teacher(s) and teacher assistant(s) (collectively, the “Staff”) for the 4K Program. Staff shall be employed by the Childcare Center and not deemed an employee of the District.
- C. Staff Training and Licensure. Staff shall be appropriately trained and licensed to work in the 4K Program. Each Staff teacher must be certified by the Wisconsin Department of Public Instruction (“DPI”) with license #080 prekindergarten; #090 PK-K; #083 PK-3; #100 Kindergarten; #103 K-3; #086 PK-6; #106 K-6; #088 PK-8; #108 K-8; 70-777 Regular Education – Early Childhood level; 71-777 Regular Education –Early Childhood-Middle Childhood level; and/or such other license as may be required by state law. Each Staff teacher assistant must have at minimum a high school diploma and will follow District qualifications and state licensing regulations.
- D. Notification of Safety Concerns. The District will notify childcare centers of safety concerns in the District that will impact the centers as soon as practicable, with due regard for pupil confidentiality.
- E. Student to Teacher Ratio. The Childcare Center will have no more than 20 students for each teacher and teacher assistant pair. Under no circumstances shall the Student to Staff ratio exceed 13:1. The minimum enrollment shall be 10 students unless by mutual agreement by both parties.
- F. Staff Training. The Childcare Center shall make Staff available for training and professional development. Childcare Center Staff shall participate in training and professional development activities jointly with the District (“District Training”) as required by the District and activities determined by the Childcare Center Director. To the extent feasible, District Training will be held on District staff development days and District early release days.
- G. Staff Absence. Except as provided in Section VI.C., in the event of an absence by any member of the Staff, the Childcare Center shall make arrangements for an appropriate substitute at its own expense. At the beginning of the year, sites must

provide a written plan to the district outlining how they will fill staff absences, including their plan in the event of a long-term absence or resignation.

- H. CPR and First Aid. The Childcare Center shall assure that at least one CPR and First Aid trained Staff member is continuously available at the Facility when any Student is present for the purpose of participating in the 4K Program.
- I. Staff Attendance at Individualized Education Program (“IEP”) Team Meetings. The Childcare Center shall make Staff available to attend IEP Team meetings, when requested by the District.

VII. SUPERVISION AND OVERSIGHT

- A. 4K Program Supervisor. The District shall assign an administrator in the District to provide general supervision of the 4K Program and to be the primary District contact person for the Childcare Center (“4K Program Supervisor”). The 4K Program Supervisor shall not provide on-site daily supervision, nor provide supervision of Staff, but shall have authority to make changes to the 4K Program if changes are required for compliance with District policy, state or federal law, or this Agreement.
- B. Facility and Record Access. The 4K Program Supervisor shall be allowed access to the Facility and student progress, attendance, and behavioral records during normal business hours.

VIII. FUNDING

- A. Enrollment Calculation. In consideration of the Childcare Center's fulfillment of its obligations herein, the District shall pay the Childcare Center on a quarterly basis. Payment for the first quarter of a School Year shall be based upon the enrollment of Eligible Students on the third Friday in September. Payment for the second quarter of a School Year will be based on a count that will take place on the first Friday of November. Payment for the third quarter of a School Year shall be based upon enrollment of Eligible Students on the second Friday in January. Payment for the fourth quarter of a School Year will be based on a count that will take place on March 28, 2025. While this Agreement remains in effect, the Parties shall review and, if necessary, amend in writing the payment by no later than February of each School Year.
- B. Payment Schedule. Payments shall be made to the Childcare Center on a quarterly basis via ACH (Automated Clearing House) payment, on or before October 15th and December 15th for the first semester of the School Year, and on or before February 15th and April 15th for the second semester of the School Year.
- C. District Payment. The district will pay \$5000.00 per student enrolled at each district 4K site. The district's payment shall come in the form of ACH to the center's account. If a center changes their banking information, it is the

responsibility of the center to notify the district of the change and complete the necessary financial forms.

- D. Fees. The Childcare Center shall not charge enrollment fees for Eligible Students in the 4K Program. The Childcare Center shall notify Parents of any other fees for services outside of the 4K Program for which the Parent is responsible.
- E. Fees Charged for Wrap Around Services. The Childcare Center may charge fees for wraparound services provided to students participating in the District's 4K Program. Fees for wraparound services are at the sole discretion of the Childcare Center and without input or restriction from the District.
- F. Collectability of Fees and Subsidies. Collection of fees or child care subsidies shall be the sole responsibility of the Childcare Center. The Childcare Center acknowledges that the District makes no representations or warranties regarding the collectability of fees and/or child care subsidies and disclaims any liability therefore.

IX. SUPPORT SERVICES

- A. District Support Services. The District shall provide the following support services for Eligible Students:
 - i. Management of Student enrollment in the 4K Program.
 - ii. Non-emergency nursing by telephone consultation.
 - iii. Immunization record keeping.
 - iv. Integration of special education students when appropriate.
 - v. Student transportation in compliance with the District's Transportation policy. The Childcare Center may provide additional transportation.
 - vi. Social work and psychology services.
- B. Childcare Center Support Services. The Childcare Center shall provide the following support services for Eligible Students:
 - i. Distribution of information on health and safety to Parents.
 - ii. A once daily snack which meets the USDA requirements.

X. LAWS AND STANDARDS

- A. Childcare Center Licensure. To the extent required under Wisconsin law, the Childcare Center shall hold a current group child care license issued by the Wisconsin Department of Children and Families. Further, the Childcare Center

shall comply with all applicable requirements for group child care centers licensed under Wis. Admin. Code DCF Chapter 251.

- B. Laws and Standards. The Childcare Center, the Facility, the Childcare Center Director, the Staff, and the 4K Program shall comply with all federal, state, local, Wisconsin Department of Public Instruction, District and applicable state and federal occupational safety laws, statutes, standards, administrative rules, policies, and procedures, including, but not limited to, the District's non-discrimination, drug-free schools and anti-bullying policies. The Childcare Center shall immediately notify the District, in writing, if it is being investigated by any federal, state, or local agency. The Childcare Center shall fully cooperate with the District regarding the investigation, including but not limited to, disclosing all relevant documents and information related to the investigation.

XI. EVALUATION

- A. Annual Program Evaluation. An evaluation of the 4K Program shall be conducted annually, under the direction and oversight of the 4K Program Supervisor. The Early Childhood Environmental Rating Scale (ECERS) will be used annually as part of the program evaluation, conducted twice the first year, and once each subsequent year.
- B. Staff Evaluation. The Childcare Center shall conduct an annual evaluation of each Staff member which shall be carried out under the direction and oversight of the 4K Program Supervisor.
- C. Evaluation of Services. The District and the Collaborative Council shall evaluate the 4K Program by analyzing annual survey data from parents. The 4K Administrator and the 4K Site Director will meet annually to discuss the partnership. The childcare sites can provide feedback to the District at these annual meetings, or at any other time by contacting the 4K Administrator.

XII. INSURANCE

- A. Insurance Policy. The Childcare Center shall maintain in full force and effect during the term of this Agreement the insurance coverages set forth in this Section. The Childcare Center shall also, before commencing any services under this Agreement, provide the District with a Certificate of Insurance showing the coverages specified by the section as being in force during the term of this Agreement. The "Waunakee Community School District" shall be named as an additional insured, and a copy of the specific or blanket additional insured endorsement shall accompany the Certificate of Insurance along with assurance that the insurance will not be canceled or changed except upon thirty (30) days written notice to the District.

- B. Insurance Coverages. The Childcare Centers shall provide Certificate(s) of Insurance for the following coverages:
- i. Workers Compensation – Workers compensation coverage in an amount equal to the statutory employer liability limits.
 - ii. General Liability – General liability coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - iii. Professional Liability – Professional liability coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The professional liability coverage shall include a separate \$1,000,000 liability limit for corporal punishment, sexual abuse/molestation, and educator’s legal liability. If corporal punishment, sexual abuse/molestation, or educators’ legal liability do not have a separate \$1,000,000 liability limit and are shared by the General Liability limit, then one of the following additional minimum coverages must be maintained:
 - a. A general liability policy with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate with a Certificate of Insurance stating that coverage includes corporal punishment, sexual abuse/molestation, and educators’ legal liability, or
 - b. An Umbrella or Excess policy with follows form of at least \$1,000,000 for corporal punishment, sexual abuse/molestation, and educators’ legal liability.

XIII. TERMINATION OF AGREEMENT AND BREACH

- A. Termination for Cause. Either Party may terminate this Agreement for reasonable cause effective forty-five (45) days after giving written notice. Reasonable cause shall include but is not limited to: (i) material breach of any material provision of this Agreement; (ii) any act or omission such that the 4K Program is no longer in compliance with local, state, or federal law or any of the standards set forth in this Agreement, (iii) any act exposing the other Party to liability to others for personal or property damage; (iv) unsafe or inappropriate facilities, equipment or supplies for direct pupil instruction; (v) denial of or material reduction in state or federal funding to the District for the 4K Program; (vi) failure to enroll a minimum of ten (10) students by August 1 prior to the upcoming School Year; and (vii) failure to employ a DPI certified teacher.
- B. Termination for No Cause. The District may terminate this Agreement for no cause effective sixty (60) days after giving written notice.
- C. Immediate Termination. The District reserves the right to terminate this Agreement immediately and with no prior notice if it reasonably determines, in its sole discretion, that the health or safety of Students is at risk.

XIV. MISCELLANEOUS

- A. Restrictions on Advertising and Promotion. The Childcare Center shall not make reference to the 4K Program in any external advertisement or promotion directed to the public, unless the District provides prior written approval. Further, the Childcare Center shall not solicit, contact, call upon, communicate with or attempt to communicate with anyone through any medium to promote participation in the 4K Program, unless the District provides prior written approval. The actions prohibited by this section shall not be engaged in by the Childcare Center directly or indirectly.
- B. Notices. All notices, reports, or communications required or permitted to be given by either Party to the other under this Agreement shall be in writing to the following addresses or such other place as such a Party may subsequently designate in writing:

Notice to the Childcare Center:

[insert center name]

[insert center address]

Notice to the District:

Waunakee Community School District

4K Program Supervisor

1350 Arboretum Drive

Waunakee, WI 53597

Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be received on the date of actual receipt.

- C. Governing Law. This agreement and any dispute arising from or related to this Agreement shall be governed by the laws of the State of Wisconsin without regard to its choice of law principles.
- D. Effects of Headings. Headings to articles and paragraphs of this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the interpretation of the Agreement.
- E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- F. Indemnification. To the extent authorized by law, each party hereby agrees to indemnify, defend, and hold harmless the other party including its governing body, officers, employees, agents, volunteers and assigns, from any and all demands, claims, losses, liability, or damages of any kind, including actual attorney fees and costs, that may be incurred by reason of, or arising out of a

deliberate or negligent act or failure to act by indemnitor, its governing body, officers, employees, agents, volunteers and assigns including, but not necessarily limited to, actions in tort or contract for personal injury or property damage.

This general indemnification shall not be construed as limiting or qualifying other indemnification rights available under law. All rights are reserved. Nothing contained within this agreement is intended to be a waiver or estoppel of the District or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05 and 893.80. To the extent that indemnification is available and enforceable, the District or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

- G. Assignment and Use of Subcontractors. Neither the District nor the Childcare Center shall have the right to assign, transfer or delegate the rights or obligations arising out of this Agreement. Additionally, the Childcare Center may not subcontract with any third party for any services under this Agreement without prior written approval from the District.
- H. Severability. Every provision of this Agreement is severable and if any term or provision hereof is held to be illegal, or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement or any other provision.
- I. Waiver. The failure of the District to demand strict performance of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof. The District may, at any time, demand strict and complete performance by the Childcare Center of such terms, covenants and conditions.
- J. Defined Terms. All definitions apply both to their singular and plural forms, as the context may require.
- K. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying, or extending this Agreement, shall be binding on either Party unless in writing signed by both Parties' authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in, duplicates each constituting an original, by their duly-authorized representatives.

[INSERT CENTER NAME]

WAUNAKEE COMMUNITY SCHOOL DISTRICT

By:

Name:

Title:

Date:

By:

Name: Dr. Monica Kelsey- Brown

Title: Superintendent

Date:

Updated 6/09/2025