

**WAUSAU SCHOOL DISTRICT**  
**Four-Year-Old-Kindergarten Program**  
**Agreement - Type III - 2025-2026**

This agreement is between YMCA, a preschool/childcare provider (hereinafter "Provider"), and the Wausau School District (hereinafter "WSD"), (collectively hereinafter "Parties"). It is agreed as follows:

**I. OPERATIONS**

- A. Provider shall be the sole employer, and provide the teacher, teacher's assistant and Site for the delivery of a Four Year Old Kindergarten Program under this Agreement (hereinafter "4K Services"). 4K Services shall be provided in accordance with the requirements of this agreement that provides funding for such services. WSD retains the authority to make final placement decisions based on availability, location and program evaluation.
- B. The 4K Services shall include minimum student contact time of 437 hours per full school year. Each session of 4K shall be comprised of continuous, uninterrupted 4K programming with specific hours of operation agreed to by the parties. It is understood by the parties that the WSD has no involvement of any kind with any other services and/or care provided by the Provider
- C. The Provider, in collaboration with the District, will provide an outreach program (e.g., home visits, training, team planning, parent outreach, etc.) that is available for 87.5 hours per year. Written documentation regarding the 87.5 hours of the outreach program shall be maintained and made available for auditing purposes. Each Provider will sponsor at least a one hour event, per year, for invitation to all 4K students at all District 4K sites.
- D. Students utilizing the childcare services of the Provider will have priority over students not requiring childcare services.
- E. 4K Services shall begin on the first scheduled day of the WSD school year and terminate on the last day of WSD's scheduled school year. The scheduling of 4K Services will follow the 4K WSD's inclement weather schedule.
- F. Daily attendance records shall be maintained by the Provider in accordance with state requirements and as requested by WSD. Attendance records must be sent to the WSD on a weekly basis. The WSD 4K Coordinator shall be advised by Provider of current enrollments, student address changes and all other student reports requested by the District within 10 school days of the event causing any change or the request, whichever

occurs first. Provider shall attend bi-monthly director's meetings, scheduled by the WSD, and be responsible for communications with District 4K Staff.

## II . LOCATION/FACILITIES

- A. The facilities at which the services are to be provided pursuant to the Agreement are located at 707 3RD STREET, WAUSAU, WI 54403 (hereinafter "Site").
- B. The Provider will be solely responsible for maintaining an appropriate environment for four-year-olds including, but not limited to:
  - (i) Indoor play space and equipment appropriate for early childhood; and
  - (ii) Space which complies with all applicable legal requirements, including but not limited to the requirements of the First Amendment to the United States Constitution regarding public educational facilities for young children; and
  - (iii) Daily access to outdoor play space and equipment appropriate for early childhood; and
  - (iv) Space for support services and parents; and
  - (v) Handicap accessibility in accordance with any applicable laws and regulations.
- C. Custodial services will be provided daily by the Provider.

## ID. STAFF

- A. The 4K Principal & Early Childhood Coordinator is KARA RAKOWSKI
- B. The Director of Elementary Education for the WSD is: JULIE SCHELL.
- C. The Site Coordinator's name is \_\_\_\_\_. The provider will give notification of any changes in the Site Coordinator designation at the time of such change.
- D. Participation of non-WSD students in the 4K program may occur, without reimbursement, provided that permission is obtained from the WSD. In any event, there shall be a student/adult ratio of no more than 10 to 1. Enrollment priority will be given to WSD students. Purchase of curriculum materials for non-WSD 4K students will be the responsibility of the Provider.
- E. Provider will designate a member(s) for a Response to Intervention (RtI/EMLSS) Team, to meet with WSD Pupil Services staff, at the District's request.

- F. At least  $1/2$  of all students in each classroom will meet the 4K age requirements. If any classroom has non-4K age students, the Provider will meet with the 4K Principal and Early Childhood Coordinator and submit a detailed plan regarding differentiated instruction in a multi-age classroom that among other components, provides for appropriate teacher training.
- G. Participation in joint training and professional development will occur for all staff providing services pursuant to this Agreement. All 4K teachers will attend the WSD designated Professional Growth & Development training. A calendar will be provided by August 15 of each year.
- H. Teacher Assistants, if employed by the Provider, will have a high school diploma and/or Early Childhood I Certification (or the equivalent).
- I. Provider shall provide a DPI certified teacher for the Program, with license Early Childhood birth - age 8 or Early Childhood to Middle Childhood birth to age 11.
- J. Provider shall conduct a background check on all candidates prior to employment and shall employ only those individuals for 4-K Program Services who pass said background check.
- K. Provider shall provide Sexual Harassment Training and Seclusion and Restraint training, for all teachers and teacher assistants.
- L. Provider shall ensure that CPR and First Aid trained staff are available during the time that 4K Services are delivered

#### **IV. ACTIVITIES/CURRICULUM**

- A. Provider must use the curricula and assessments identified by the WSD.

#### **V. FUNDING**

- A. The schedule of payments to be provided by the WSD to the Provider 2025-2026 is as shown on Exhibit "A" attached hereto and incorporated herein by reference.

- B. No enrollment fees may be required of a parent(s)/guardian(s) to enroll their child for the WSD 4K Services; Provider shall provide notification in this regard to all parents/guardians.

## **VI. PARENT INVOLVEMENT**

- A. As part of the 87.5 parent outreach program, all 4K teachers will invite parent(s)/guardian(s) to school for one hour per month with a curricular focus.
- B. Parent(s)/guardian(s) shall have input into their child's educational program and care.
- C. Parent(s)/guardian(s) and/or community members may serve as volunteers, supervised by a teacher, with appropriate background checks conducted by the Provider.

## **VII. SUPPORT SERVICES**

- A. Available support services provided by WSD include:
  - (i) Immunization records on file;
  - (ii) Information on health and safety;
  - (iii) Integration of special education students, when appropriate; and
  - (iv) Student Services: Response to Intervention Team referrals.
  - (v) ELL Assessment

## **VIII. STANDARDS**

The following standards apply to Provider and the 4K program:

- A. State day care licensing standards
- B. DPI standards
- C. State statutes, and
- D. WSD Board policies and procedures, as provided to the Provider.

## **IX. EVALUATION**

- A. Monitoring of the 4K Services will be done in conjunction with the Site Coordinator and the 4K Coordinator through site observations and participation in director's meetings.
- B. Responsibility for evaluations shall remain solely with the Provider; however, Provider will seek input from the 4K Coordinator regarding concerns, if any.

- C. Provider staff will use a "professional learning concept" acceptable to the WSD and meet at least one time per week for one hour, or the equivalent, to look at data and focus on student learning.
- D. Staff will be expected to submit one Student Learning Objectives (SLO's) per year based on student data with rigorous expectations for annual progress monitored by the Provider, PLC and/or the 4K Coordinator.

**MISCELLANEOUS**

A. The Provider shall provide a certificate of insurance evidencing liability insurance coverage to the WSD. Said certificate and policies shall provide coverage in an amount of at least \$1,000,000.00, and shall name WSD and the Provider as insured parties. Provider shall maintain such coverage throughout the term of this Agreement.

B. All notices 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:

Notice to Child Care Provider:	Name: _____ Organization: YMCA Address: 707 3rd Street City/ST/Zip: Wausau WI 54403 Phone: 715-845-2177 E-mail: _____
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Notice to Wausau School District:	Kara Rakowski 4K Principal & Early Childhood Coordinator 1018 S.12th Avenue Wausau, WI 54401 PHONE: 715-261-0950 FAX: 715-261-2157 E-mail: <a href="mailto:krakowski@wausauschools.org">krakowski@wausauschools.org</a>
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or such other place as such Party may subsequently designate in writing.

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 deemed received on the date of actual receipt.

- C. This Agreement and any dispute arising from or related to this Agreement shall be governed by the law of the State of Wisconsin.
- D. 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.

This Agreement shall be for the 2025-2026 school year. This Agreement shall not automatically be renewed for the next school year.

- E. If either Party shall breach any term, covenant, or condition of this Agreement, this Agreement may be terminated by the non-breaching Party or a reasonable time may be given to permit compliance at the option of the non-breaching Party. The Agreement may be immediately terminated for conduct of an employee of a Party involving the health and safety of participants or other health and safety concerns.
- F. Intending to be legally bound, Provider agrees to hold harmless, defend and indemnify the District, its officers, employees and agents from and against all claims, liability, loss, demands, causes of action, damages, costs and attorney fees, of any kind or nature, arising from or incident to Provider and Provider's agents' acts and failures to act under this Agreement or otherwise in the operation of Provider's business, including but not limited to claims for negligence and claims associated with the condition or nature of Provider's premises.
- G. The Parties agree that Provider is and remains an independent contractor, and is not engaging in a partnership or joint venture of any kind under this Agreement.
- H. This Agreement remains subject to, and conditioned upon, the requirements of the grant that provides funding for the services hereunder. The provisions of said grant supersede any inconsistent provisions in this Agreement.
- I. Provider agrees to maintain compliance with all applicable federal and state laws, rules and regulations. Failure to do so will be recognized as grounds for declaring a breach of contract hereunder.
- J. This Agreement and attached Exhibits constitute 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 and signed by both Parties' authorized representatives.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

YMCA

Wausau School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Julie Schell

Directory of Elementary Education

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Kara Rakowski

4K Principal and

Early Childhood Coordinator

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT "A"

### SCHEDULE OF FEES - TYPE III 2025-2026

Preschool Program Services

524.5 Hours (Full Year) 262.25

Hours (Half Year)

<b>Breakdown Per Child (.6 FTE)</b> Instructional	\$2,137.00
Staff Materials & Supplies	\$ 193 .00
Provider Administrative Fee TOTAL	<u>210.00</u>
	\$2,540.00 (full year)
	\$1,270.00 (per semester)

On October 15 during the term of this Agreement, Provider shall be paid the first semester fees identified above for all participants enrolled as of the third Friday in September ("1st semester calculation date"). If a WSD student withdraws after the first semester calculation date, Provider shall pay no refund to WSD. If a participant enrolls in the Program after the first semester calculation date, and it results in the total number of students enrolled to exceed the number enrolled on the third Friday in September at the end of the semester, the WSD shall pay Provider a per diem based on a daily rate for each school day remaining in the semester that the student was enrolled. A child is considered enrolled on the date enrollment paperwork is received by the WSD.

On February 1 during the term of this Agreement, Provider shall be paid the second semester fees identified above for all participants enrolled as of the second Friday in January ("2nd semester calculation date"). If a WSD student withdraws after the second semester calculation date, Provider shall pay no refund to WSD. If a participant enrolls in the Program after the second semester calculation date, and it results in the total number of students enrolled to exceed the number enrolled on the second Friday in January at the end of the semester, the WSD shall pay Provider a per diem based on a daily rate for each school day remaining in the semester that the student was enrolled. A child is considered enrolled on the date enrollment paperwork is received by the WSD.