

D.C. Everest Area School District
Four-Year-Old Kindergarten Program and Site Agreement
2026-2027

This Agreement is between **Site Name**, a preschool/childcare provider (hereinafter “Provider”) and the D.C. Everest Area School District (hereinafter “District”), (collectively hereinafter “Parties”). It is agreed as follows.

I. Operations

- A. Provider shall provide the teacher, teacher’s assistant, and the site for the delivery of Four-Year-Old Kindergarten Program Services under this Agreement (hereinafter 4K Program Services). 4K Program Services shall be provided in accordance with the requirements of this Agreement.
- B. The 4K Program Services shall include minimum student contact time of 437 hours per school year. 4K Program Services shall begin on the first scheduled day of District’s school year calendar and terminate on the last day of District’s scheduled school year calendar. 4K Program Services will follow District’s inclement weather schedule. The school year shall be the official District school calendar as approved by District’s Board of Education.
- C. Additionally, Provider, in collaboration with 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, for a total of 524.5 hours per year subject to proration. Written documentation regarding the 87.5 hours of the outreach program shall be maintained by Provider and made available for auditing purposes.
- D. 4K Program Services shall be delivered by Provider for at least 2.5 consecutive hours per school day with specific hours of operation agreed to by the Parties hereunder. If not agreed to in writing by the Parties at the time of the execution of this Agreement, District may reasonably designate such times. It is understood by the Parties that District has no involvement of any kind with any other services and/or care provided by Provider. Provider shall not require participants to enroll in other services and/or childcare to enroll in 4K Program Services.
- E. Provider shall participate in the monthly directors’ meetings. At a minimum, a member of Provider’s administrative staff (or designee) will be responsible for communications with District personnel.
- F. Daily attendance records shall be maintained by Provider in accordance with state requirements and as reasonably requested by District. Appropriate follow-up with absences on a daily basis is expected.
- G. Health and other records shall be maintained by Provider in accordance with state and/or federal requirements and as reasonably requested by District.

- H. Employees of Providers offering alternative four-year-old programs shall not promote one program over the other to encourage enrollment in either program.
- I. Should Provider fail to attain an initial enrollment of at least 10 students by August 1, 2026, it shall have the right to withdraw from this contract. The class size must not exceed 24 students.
- J. Faith-based programs agree to maintain separation between all religious programs/curriculum/activities and the 4K Program Services program.

II. Location and Facilities

- A. The facility at which the services are to be provided pursuant to the Agreement are located at **Site Address** (hereinafter “Site”).
- B. Provider will be solely responsible for maintaining a safe and appropriate environment including, but not limited to each and all of the following:
 - 1. Indoor play space and equipment appropriate for early childhood;
 - 2. Space which complies with the requirements of the First Amendment to the United States Constitution regarding religious establishment and free exercise in public educational facilities for young children;
 - 3. Outdoor play space and equipment appropriate for early childhood;
 - 4. Private and confidential space for support services and parents;
 - 5. Handicap accessibility in accordance with any applicable laws and regulations;
 - 6. Non-discriminatory admission guidelines and program operations.
- C. Provider is responsible for custodial services at the Site.
- D. Provider shall immediately notify District in writing of any non-compliance notices issued by the Department of Children and Families. Provider must also provide District with a written correction plan within ten (10) business days.

III. Staff

- A. The 4K Principal for District is **Rachel Koss**.
- B. The Site Coordinator for Provider is **Site Coordinator Name**. The Site Coordinator may be replaced at Provider’s discretion with written notification to District.
- C. Class enrollments must follow state licensing guidelines as outlined in DCF 251.05. The student teacher ratio shall not exceed 13:1 and class size shall not to exceed 24 students. Note: this ratio may not be the sole determinant when staffing the 4K classroom. Quality programming and safety, as well as meeting the needs of the children, is a priority and may affect this ratio.

- D. Participation in joint training and professional development will occur for all staff providing services pursuant to this Agreement. These services shall not preclude or interfere with professional development provided by Provider. District will be financially responsible for professional development opportunities required by District.
- E. The Site Coordinator, or his/her designee, shall advise the 4K Principal of current enrollments, attendance reports, and all other reports reasonably requested by District without undue delay.
- F. Provider shall provide DPI certified teacher(s) for the Program, with license #1777- Regular Education in developmental level 1) Early Childhood (Birth-Age8), 2) Early Childhood-Middle Childhood (Birth-Age 11), or 3) Birth-Grade 3; or with license #1088- Elementary/Middle Level Education with low grade of 1) Prekindergarten or 2) Kindergarten. *(Note: Four-year old kindergarten can be taught by an educator who holds an Early Childhood license or an Elementary Education license that includes prekindergarten or kindergarten in the grade levels of the license.)*
- G. Teacher Assistants, if employed by Provider, will have a high school diploma and/or Early Childhood I Certification (or the equivalent).
- H. Provider shall conduct a background check on all candidates prior to employment and submit results to District. Provider shall only employ those individuals for 4-K Program Services who pass said background check to District's satisfaction.
- I. Provider shall ensure that CPR and First Aid trained staff are available during the time that 4K Program Services are delivered.
- J. Provider shall be the sole employer and shall be responsible for all employer responsibilities, including, but not limited to, tax withholdings and worker's compensation insurance.

IV. Activities, Curriculum, and Assessments

- A. Provider must use the curriculum and assessments determined and provided by District.
- B. Site classrooms shall not be segregated by program type, family income, or a child's ability/disability.
- C. Provider shall be responsible for procuring the curriculum materials required by District for 4K Program Services. Provider shall implement and follow at recommended pacing District's 4K Program Services in each classroom. Provider shall maintain all curriculum materials, equipment, and supplies.
- D. Provider shall use assessment and screening tools selected by District to document early learner outcomes.

- E. Provider shall participate in any data collection, reporting process, and goal setting directed by District in accordance with determined deadlines. Data and reports will be provided in a timely manner.
- F. Provider shall implement all prevention and intervention systems (both academic and behavior) as determined by District.
- G. District reserves the right to monitor curriculum implementation in each classroom throughout the school year.

V. Funding

- A. The Schedule of Payments to Providers to be provided by District to Provider for 2026-2027 school year 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(ren) for District 4K Program Services; Provider shall provide notification in this regard to all parents/guardians.
- C. District reserves the right to withhold any or all installment payments, in the event Provider does not comply with this Agreement, including completion of all monthly and year-end reports and the provision of all required documentation.

VI. Parent Involvement

- A. Parent/guardian education shall include, but is not limited to, the following: fall open house, workshops, home visits, family nights, and parent/teacher conferences.
- B. Parent(s)/guardian(s) shall have input into their child(ren)’s educational program and care.
- C. Parent(s)/guardian(s) and/or community members may serve as volunteers, if appropriate screening is conducted by Provider as described in Section III, Subsection H.
- D. Provider shall produce monthly newsletters to parents/guardians.
- E. Personnel costs associated with parent involvement will be the responsibility of Provider. Supply costs will be reimbursed by District, not to exceed \$200 per school year, per mutual agreement and approval by the 4K Principal in advance of incurring such costs.

VII. Support Services

- A. Support services to be provided by Provider shall include, but are not limited to, the following:

1. Medically fragile students with unpredictable health outcomes must be assessed by a District Nurse to determine how care can be safely provided during 4K session. It is the responsibility of District to meet the health care needs of the student during the 4K session, to guide the plan of care for the student.
2. Care for students with medical needs with predictable care outcomes, such as asthma, can be provided by 4K staff as written on medication forms.
3. Immunization records kept on file.
4. Maintenance of student records.
5. 4K staff employed by 4K Partner Sites will be certified in CPR/AED for adult and child; and First Aid care for basic illness and injury.
6. A District Nurse will provide emergency medication administration training annually and as needed for all 4K staff.
7. Consultation with Health Aides is available as needed, for questions related to basic care and illness management.
8. Integration of Special Education students when appropriate and consultation with support services provided from District as outlined in District Policy.
9. Crisis planning including protocols for staff and students, and submission of safety drill schedule and documentation.

VIII. Standards

- A. Provider shall comply with the following standards:
 1. State day care licensing standards (DCF 251.01 through 251.12)
 2. DPI standards
 3. State statutes
 4. District policies and procedures, as provided to Provider
 5. Satisfactory performance on the Early Childhood Environment Rating Scale or comparable evaluation instrument
 6. All other laws and regulations applicable to the preschool program

IX. Evaluation

- A. Program: District will conduct an evaluation of the 4-K Program Services annually with coordination and oversight by the 4K Principal. Provider shall participate in the evaluation including, but not be limited to, a review of the results of the Early Childhood Environment Rating Scale and the assessment selected per Section IV(A) above.
- B. Staff: Provider shall evaluate its staff at least annually. Responsibility for evaluations shall remain solely with Provider; however, Provider will seek input from the 4K Principal regarding concerns, if any.

X. Miscellaneous

- A. Provider shall demonstrate a certificate of insurance to District's 4K Principal two weeks prior to the beginning of the school year and two weeks prior to a policy renewal or policy change. Further, it is required that Provider include the D.C. Everest Area School District as an Additional Insured on the General Liability

and Umbrella Liability policies and that the insurance carrier be rated no worse than A- by the rating bureau AM Best. Provider shall demonstrate evidence of the following insurance coverages and with limits no less than what is outlined below.

1. General Liability – Limits of no less than \$1M on a per occurrence basis and \$2M on a general aggregate basis.
2. Umbrella – Limits of no less than \$1M on both a per occurrence and general aggregate basis. Umbrella insurance is not needed *if the General Liability insurance is \$2M on a per occurrence basis.*

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:

1. **Notice to Child Care Provider:**

Name: **Site Coordinator NameSite Director**

Organization: **Site NameSite Name**

Address: **Site Street AddressSite Information**

City/St/Zip: **Site City, State, ZipSite Information**

Phone: **Site Phone Number**

Site Phone NumberE-mail: Site Contact EmailSite Email

2. **Notice to D.C. Everest School District**

Dr. Casey Nye
Superintendent of Schools
D.C. Everest School District
6100 Schofield Ave
Schofield, WI 54476

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 laws of the State of Wisconsin without regards to its choice of law principals. Any disputes between the parties shall be brought in the Circuit Courts of Marathon County.
- 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.
- E. This Agreement shall be for the 2026-2027 school year. This Agreement shall not automatically be renewed for the next school year. However, either party may request to renew the agreement beyond the 2026-2027 school year. Renewal requests will not be effective unless confirmed in writing by both parties.

- F. 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 by an employee of a Party involving the health and safety of participants or health and safety concerns. Cancellation by District, due to Provider not meeting the standards of this Agreement, would result in payment to Provider on a per diem basis for the children enrolled for the time prior to the cancellation.
- G. District's failure 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. District may, at any time, demand strict and complete performance by Provider of such terms, covenants, or conditions.
- H. Intending to be legally bound, Provider agrees to hold harmless, defend, and indemnify District, its officers, employees and agents from and against all third-party claims, liability, loss, demands, causes of action, damages, costs and attorney fees, of any kind or nature, arising from or incident to Provider's and Provider's agents' acts and failures to act under this Agreement or otherwise in the operation of Provider's business, arising out of claims for negligence and claims associated with the condition or nature of Provider's premises.
- I. 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.
- J. 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.
- K. 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.

XI. Signatures

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 _____

Organization: Site Name

D.C. Everest Area School District:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT “A”

**SCHEDULE OF PAYMENTS TO PROVIDERS
2026-2027**

A. 4-K Program Services

1. 524.5Hours (Full Year)
2. Student Fee of \$2625 per year/\$656.25 per payment.
(*requires teacher minimum wage of \$20/hr)
3. Supply Fee: \$32.00 per student

B. Payment to the Provider for the student fee will be made four times per year based on the student count in September, November, January and April. The first payment will be made within 10 days of the official student count closing date (approximately mid October). The second payment will be made by December 15th. The third payment will be within 10 days of the official January student count closing (end of January). The fourth and final payment will be made by May 15th.

C. The supply fee will be paid on a one-time basis for the number of students enrolled as of the third Friday count in September. The payment will be made within 10 days of the student count closing date. If the student count increases from the September count to the January count, the supply fee will be paid for the increased number of students with the February payment.

D. All questions or concerns regarding payments or other conditions shall be addressed with the 4K Principal, **Rachel Koss**.

*Dates will be dependent on the 2026-2027 official District calendar.