

**School District of Waukesha**  
**“Future 4 Waukesha” Four-Year-Old Kindergarten Program**  
**2022-2023 School Year Agreement**  
**Model III**

This Agreement is between the City of Waukesha (Provider), a preschool/child care provider and the School District of Waukesha (SDW). It is agreed as follows:

**I. Operations.**

**A.** Provider shall provide a DPI-licensed teacher as defined in section III.C, teacher’s assistant, and site for the Future 4 Waukesha Four-Year Old Kindergarten Program (referred to as the Program).

**B. Hours of Service:**

1. The minimum student contact time shall be 437 hours per year.
2. The Family Outreach Program, section VI.A, shall be available for an additional 87.5 hours per year, requiring the program to have a minimum of 524.5 hours per year.
3. The hours of operation, exclusive of outreach hours are:

**a.** Suggested by SDW

AM Session: 8:40 am – 11:25 am, Monday – Friday;

PM Session: 12:30 pm – 3:40 pm, Monday - Thursday

**b.** Provider Program hours are:

9:00am -1:15pm - Monday, Wednesday and Thursday.

**C.** On-site childcare services may be offered as an option for preschool parents/ guardians at their own expense. Such services are not a condition of enrollment in the Program. Select the appropriate option.

1.   X   Provider shall not provide extended four-year-old child care.

2.            Extended four-year old childcare hours are available and hours are provided for information purposes only:

Monday                  , Tuesday                  , Wednesday                  ,  
Thursday                  , Friday                  .

**D.** Participants arriving or remaining more than 15 minutes before or after defined preschool hours are subject to child care fees, which may be assessed by the Provider, directly to the participants’ parents or guardians. Provider shall provide appropriate advance notification to parents and guardians and SDW of all fees and all financial obligations.

E. The parties to this Agreement shall engage in regular participation in meetings of the Waukesha 4K Community Partners Collaboration Team. The Waukesha 4K Community Partners Team includes, at a minimum, SDW representatives and the program administrator from each Provider.

**F. Promotion of Program.**

1. SDW and the Provider shall make reasonable efforts to promote and market the Program.
2. The Provider shall not advertise or make claim that the Program is free.
3. The Provider shall incorporate the sentence, "Funding provided by the State of Wisconsin and School District of Waukesha and other sources" and shall be prominently displayed on the front of all Program advertisements, billboards, and enrollment registration forms.
4. Non-conformance to this policy shall result in consideration of non-renewal of future contracts with SDW for Future 4 Waukesha four-year old Kindergarten programs.

G. Community Partners will continue to provide services during a COVID related quarantine.

**II. Facility.**

A. The Provider will conduct the Program at 1120 Baxter Street referred to as the Site.

B. The parties shall maintain an appropriate environment, approved by both parties, for four- year-olds including but not limited to:

1. Appropriate classroom space.
2. Mutually agreed upon storage space.
3. Indoor play space and equipment appropriate for four-year-olds.
4. Space which complies with the first amendment to the United States Constitution regarding separation of church and State.
5. Appropriate space for support services and parent/guardian meetings or other similar activities.
6. Site should be accessible to persons with disabilities.
7. Maintenance of classroom and materials as appropriate.
8. Repairs of materials and equipment as needed.

C. Facility must be in compliance with licensing standards of the State of Wisconsin Department of Children and Families Division of Early Care and Education, Bureau

of Early Care Regulation and maintain its license with the State of Wisconsin in good standing as required by the State of Wisconsin. Any notice of violations to the Provider from the Wisconsin Department of Children and Families at the level of orders to correct violations, or forfeiture assessments shall be reported to SDW within 14 calendar days of notification. Provider shall also provide SDW with a copy of any correction plan required by any State agency within the same 14 calendar days.

- D. Facility must be in compliance with applicable municipal codes and shall notice SDW of violations and plans for corrections within 14 calendar days of notification. Provider shall also provide SDW with a copy of any correction plan required by the municipality in which the site is located within the same 14 calendar days.
- E. Each site is a mandated reporter and should have their own process in place for training staff on mandated reporting.

### **III. Staff and Students.**

- A. The SDW Director of Elementary Learning 4K-5<sup>th</sup> grade is Melissa Yow.
- B. The Provider Site Director is Mark Thompson.
- C. 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 shall be provided by Provider for the Program.
- D. The teacher assistant is required to have a high school diploma, and preferably an Associate Degree in Early Childhood Education or equivalent course work.
- E. **Participants.**
  - 1. The parent/guardian shall be responsible for enrolling students for the Program at SDW Enrollment Office, 222 Maple Avenue, Waukesha, WI prior to participation.
  - 2. Requirements for participation: Students must be enrolled with SDW; reside within District boundaries or have been approved for open enrollment or have an approved tuition agreement with SDW prior to enrollment; must be age 4 on or before September 1st of the current school year.
  - 3. There is no minimum required program enrollment, but each class shall have one teacher and one teacher assistant for the duration of the class. Unless enrollment drops below 10 students at which point the teacher assistant would be eliminated.
  - 4. The SDW Director Elementary Learning 4K-5<sup>th</sup> grade shall be provided with current enrollments, attendance reports, and all other reports required by District on a quarterly basis.
  - 5. Participation in joint training and professional development shall occur for all SDW and Provider staff providing services pursuant to this Agreement. It is

expected that all SDW and Provider staff shall be available for 12 meeting times outside of school hours.

6. Collaboration and teaming between SDW, the 4K teacher(s) at the Provider Site and the teacher assistant(s) assigned to the 4K classroom(s) is critical and required.
7. Substitute teachers may be available to the Provider for teacher time during school hours. Cost and coordination of substitutes is the responsibility of the Provider at all times. Substitutes shall meet DPI substitute teacher requirements.
8. CPR and First Aid trained staff shall be onsite and available during the scheduled preschool Program hours.

#### **IV. Activities and Curriculum.**

- A. A developmentally-appropriate preschool curriculum that is aligned with the Wisconsin Model Early Learning Standards (WMELS) will be developed and provided by SDW in collaboration with the Provider. District benchmarks will be provided, with training and support for all staff.
- B. Provider classrooms shall not be segregated by program type, family income, or child's ability/disability.
- C. Cultural/family values shall be incorporated into the Program.
- D. Supplemental materials and supplies for the Program shall be provided by SDW. The child will not be assessed any fee for materials or supplies by the Provider under the Program. Individual supplies may be requested from parents using a school supply list or a donation list.
- E. Provider is prohibited from impermissibly advancing or inhibiting religion in the performance of this agreement and, further, shall comply with the Establishment Clause of the First Amendment of the U.S. Constitution.
- F. The School District of Waukesha will provide a set of 8 iPads for student classroom use. Sites will properly care for and be responsible for costs related to breaks or replacements. SDW will support ongoing maintenance.

#### **V. Funding.**

- A. No enrollment fees may be required of parents or guardians to enroll their child in the four-year-old preschool program. The District will charge a \$25.00 material fee to each participant.
- B. Provider shall provide appropriate notification to parents or guardians of all other fees for which parents or guardians will be responsible. Collection of fees and child care subsidies for all services rendered by the Provider pursuant to the Agreement shall be the responsibility of the Provider. The Provider acknowledges that SDW is making

no representation or warranties regarding the collectability of fees and child care subsidies and, further disclaims any liability therefore for child care services rendered by the Provider.

C. The Provider shall provide SDW with verified lists of students enrolled as of:

- September 12, 2022 for payment on October 3, 2022;
- November 7, 2022 for payment on November 28, 2022;
- January 9, 2023 for payment on January 30, 2023;
- April 10, 2023 for payment on May 1, 2023.

The verified lists are to be provided to SDW the Monday immediately following the verification dates. SDW will pay Provider Seven Hundred Fifty Dollars (\$750.00) per enrolled student shown on each of the verified lists on the corresponding payment date as shown. The maximum amount that may be paid annually is Three Thousand Dollars (\$3,000.00) per student.

D. The schedule of Provider fees for the 2022-23 school year is provided as Exhibit A attached hereto and incorporated herein by reference. While this Agreement remains in effect, the Provider shall advise SDW of any changes in the Provider's fees.

## **VI. Family Outreach Program.**

A. A Family Outreach Program will be developed and conducted through joint cooperation between the Providers and SDW. Provider will support four events that are open to all SDW 4K eligible families, coordinated by SDW and the Provider. The Family Outreach program will include home visits and parent-teacher conferences. The Family Outreach Program may include such events as:

- Workshops.
- Community Program.
- Family Nights.
- Parent Education.

B. Parents shall have input into planning their students' education program and care. Provider staff shall respond to parents' circumstances, comments and concerns with interest, sensitivity and respect. Parents shall be offered at least one family visit per year, and two parent-teacher conferences.

C. Parents and community members may serve as volunteers. Background checks will be required of any volunteer in the classroom per SDW Board policy. The SDW reserves the right to determine whether volunteers are suitable for the intended purpose of the Program.

## **VII. Support Services.**

- A.** The following support services shall be provided. Services may be provided by either SDW or the Provider, as indicated.
  - 1.** Nursing consultation provided by SDW.
  - 2.** Vision screening offered by SDW at a site to be determined.
  - 3.** Immunization record-keeping provided by SDW and Provider.
  - 4.** Information on health and safety provided by Provider.
  - 5.** Integration of special education students when appropriate provided by SDW.
- B.** Food service (USDA) eligible snack shall be provided by the Provider.
- C.** Facility and equipment maintenance shall be provided by the Provider.

## **VIII. Standards.**

- A.** The following standards apply:
  - 1.** To SDW: DPI Standards, WMELS Curriculum Standards, State Statutes, SDW Board Policies and Procedures and City policies and procedures were not in conflict with School District of Waukesha Board Policies and Procedures.
  - 2.** To Provider: DPI Standards, WMELS Curriculum Standards, State Statutes, State Day Care Licensing, and School District of Waukesha Board Policies and Procedures.

## **IX. Evaluation.**

- A.** An evaluation of the Program may be conducted annually with coordination and oversight by SDW Director of Elementary Learning 4K-5<sup>th</sup> grade. These evaluation results will be shared with Provider and utilized as a basis for prioritizing improvements to the Program at the Provider Site.
- B.** Evaluation of staff shall be conducted as required by teacher and teacher assistant provider contracts. Primary responsibility for teacher evaluations shall be the Provider's, with provisions for input and review from the Provider Site Director.

## **X. Insurance.**

Before commencing any services under this Agreement, the Provider shall furnish SDW (Attn: Director of Business Services) a certificate in a form satisfactory to the District that the following policies of insurance are in force, stating policy numbers, dates of expiration and limits of liability. All certificates of insurance shall contain a clause providing that under the commercial general liability and umbrella excess liability policies the School District of Waukesha, its Board and employees are additional insureds. The Provider's failure to procure or

maintain insurance shall not affect its liability for damages or indemnification as provided in section XI.I of this Agreement. The required insurance shall include the following:

- Commercial General Liability including contractual liability, no sexual abuse/molestation exclusion and personal injury coverage. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- Automobile Liability coverage for the use of any automobile. Minimum automobile liability limit of \$1,000,000 per accident.
- Statutory Worker's Compensation coverage and minimum \$500,000 Employer's Liability limits.
- Umbrella or Excess Liability with minimum limits of \$2,000,000 per occurrence and \$2,000,000 general aggregate.

**XI. Miscellaneous.**

- A. This Agreement shall be for the 2022-2023 school year. Annually, this Agreement shall automatically be reviewed for the next school year by April 15.
- 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:

Provider: Attn: Mark, Thompson, City of Waukesha Department of Parks,  
Recreation and Forestry Fox Tale Preschool, 1900 Aviation Dr.,  
Waukesha, WI 53188

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SDW: Attn: Melissa Yow

- C. 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.
- D. This Agreement and any dispute arising from or related to this Agreement shall be governed by the laws of the State of Wisconsin.
- E. Any claims or disputes between the parties shall first be mediated by a mediator of the parties' mutual choice, and if mediation is unsuccessful, only then may a lawsuit be initiated.
- F. 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.
- G. If either party breaches any term, covenant, or condition of this Agreement so that the program is no longer in compliance with the standards in section VIII 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. SDW may terminate this Agreement immediately if it reasonably determines that the health or safety of participants is at risk.

- H. No breach shall be deemed to continue as long as the notified party shall be proceeding to cure the same in good faith or be delayed in, or prevented from curing the same by facts or circumstances beyond its control. This provision is no way limits the right of a party to act under the preceding paragraph.
- I. To the extent authorized by law, each party shall defend, indemnify and hold the other harmless from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney fees arising out of its performance of this Agreement including, without limitation, liability for property or personal injury. This general indemnification shall not be construed as limiting or qualifying other indemnification rights available under law.
- J. This Agreement and attached exhibit 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 signed by both parties' authorized representatives.

**Provider:**

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Shawn N. Reilly, Mayor

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Gina Kozlik, City Clerk

Date: \_\_\_\_\_

**School District of Waukesha**

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Dr. James Sebert, Superintendent

Date: \_\_\_\_\_