


School District of the
Menomonie Area
AGREEMENT
2025-2026 School Year

This agreement is between _____ (herein 4YK SITE) and the School District of the Menomonie Area (herein SDMA). It is agreed as follows:

I. OPERATIONS

- A. The 4YK SITE shall provide space and shall provide teacher(s) who hold a current license issued by the Wisconsin Department of Public Instruction (DPI) to teach prekindergarten or kindergarten and teacher’s assistant(s) at the site for a four-year-old kindergarten program (herein “Program”).
- B. 4YK Site Name _____
- C. The minimum student contact time shall be 437 hours per year.
- D. If scheduled, four-year-old AM kindergarten minimum 437 contract hours are _____ (clock hours).

If scheduled, four-year-old PM kindergarten minimum 437 contract hours are _____ (clock hours).
- E. The four-year-old childcare hours are _____ (clock hours).
- F. Childcare services are an option for Program participants and not a condition of enrollment at a 4YK SITE facility.
- G. Participants arriving or remaining more than 15 minutes before or after defined Program hours are subject to childcare fees, which may be assessed by 4YK SITE, directly to the participant’s parent(s) or guardian(s). In this regard, 4YK SITE shall provide appropriate notification to parents.
- H. The 4YK SITE calendars will have a common school year student start/end dates and non-instructional days unless described otherwise as part of agreement. *Make-up days will be added as needed by mutual agreement. **The first day of 4YK with busing will be Thursday, August 28, 2025, and the last day of 4YK will be Tuesday, June 4, 2026.**
- I. The SDMA reserves the right to place students at 4YK SITE as determined by the SDMA.

II. LOCATIONS/FACILITIES

- A. The facilities at which the services to be provided pursuant to this Agreement are located at _____ (herein "Site").
- B. ***The 4YK SITE shall maintain an appropriate environment, approved by both Parties, for four-year olds. Additionally, the Site shall meet all Wisconsin daycare licensing standards. The Early Childhood Environment Rating Scale (ECERS) will be used to conduct program evaluations once each year paid for by the School District of the Menomonie Area. An approved school improvement plan will be required annually.***
- During the 2025-2026 School Year the SDMA Director of 4K will work with community site 4K Directors to study alternative program evaluation tools to be considered for future years to assess program quality.***

III. STAFF

- A. The 4YK SITE Administrator's name is _____. The 4YK SITE Administrator may be replaced from time to time at 4YK SITE's discretion.
- B. ***In 4YK classrooms, the target program enrollment is a maximum of eighteen (18) four-year olds per teacher and teacher assistant. Wisconsin state licensing guidelines of 1:13 also apply.***
- C. 4YK teachers will be expected to attend three full days of professional development as described in the program agreement. Sites wishing to substitute other professional development activities (i.e. UW-Stout Early Childhood Conference) may be allowed to do so for up to one day at the discretion of the school district. Participation in joint training and professional development shall occur for all staff providing services pursuant to this Agreement. ***Such training will include ongoing communication for developing continuity of curricular objectives and shared expectations for children's learning and development as they transition into kindergarten.***
- The 4YK teacher(s) shall attend the District Staff Professional Development Days as scheduled by SDMA for the 2025-2026 school year. Common Professional Development dates will be determined prior to June 1, 2025. Location and hours of these PD dates are subject to change and will be communicated by SDMA with the 4YK SITE prior to each event. SDMA collaborative 4YK PD Days are listed below.
 1. Wednesday, August 20, 2025
 2. Monday, October 13, 2025
 3. Monday, January 19, 2026 - Site Directed
 4. Monday, April 6, 2026

IV. ACTIVITIES/CURRICULUM

- A. A developmentally appropriate Program model shall be developed and provided by SDMA.
- B. Site classrooms shall not be segregated by family income, or child's ability/disability.
- C. Cultural/family values shall be incorporated into the Program.
- D. All materials and supplies for the four-year-old kindergarten program shall be provided by 4YK SITE.

- E. ***4YK SITE will establish transition policies and procedures which shall include, but not be limited to, discussions with school district staff regarding next year's placement, transferring child records, and discussion of other needs of individual children.***

V. FUNDING

- A. Collection of fees and childcare subsidies for all services rendered by 4YK SITE pursuant to this Agreement shall be the responsibility of 4YK SITE.
- B. The 4YK Site Reimbursement Rates for 2025-2026 school year will be determined by multiple factors, including the Site's most recent ECERS rating. In order for a 4YK Site to qualify for the Tier II 4YK Site Reimbursement Rate, the most recent annual ECERS rating must be not less than 5.0 -OR- if the most recent annual ECERS rating is less than 5.0, the Site may still qualify for the Tier II reimbursement rate if the most recent three-year rolling average of annual ECERS ratings is not less than 5.0. Reimbursement is also determined upon the Friday, September 19, 2025, and Friday, January 9, 2026, student counts, and will be \$2,849.26 per pupil for Tier I programs and \$2,933.32 per pupil for Tier II programs, 50% to be issued after the 1st Monday of December (December 1, 2025) and paid in the December 5, 2025 check run, with the final reimbursement after the 3rd Monday of June (Monday, June 15, 2026), and paid in the Thursday, June 18, 2026, check run. ***In the event of site closure, pupils who are enrolled only part of the school year shall have their fees prorated in accordance with the number of weeks of attendance.*** In order for a student to count for reimbursement, the child must be in attendance before, on and again after the student count date.

Tier I - Common start and end dates to be established annually across community 4YK sites unless included as part of agreement. (Start date not more than one day following the start of the SDMA school year, and ending not more than two days prior to the ending of the SDMA school year). Minimum of 437 student contact hours annually: ECERS Tool used annually for teachers in years 1 and 2, every other year following: 4YK Teachers attend 4YK focused PD events on PD dates to be established annually: SDMA identified literacy screener administered in fall and spring to all enrolled students: SDMA Report cards completed in trimesters 1 and 3: Programs to meet a minimum of 4 days a week for a minimum of 3.25 hours a day: Other items as included in 4YK Agreement.

Tier II - Common start and end dates to be established annually across community 4YK sites unless included as part of agreement. (Starting not more than one day following the start of the SDMA school year, and ending not more than two days prior to the ending of the SDMA school year. Minimum of 437 contact hours: 4YK sites to submit weekly lesson plans to the SDMA 4YK Director: ECERS Tool used annually: Rating not less than 5.0 achieved annually on ECERS tool (Most recent completed rating to be used for identifying reimbursement rate): 4YK Teachers attend PD events on SDMA calendar as scheduled: SDMA identified literacy screener administered in fall, and spring to all enrolled students: SDMA Report cards completed in trimesters 1, 2 and 3: Program meets a minimum of 4 days a week for a minimum of 3.25 hours a day: Other items as included in 4YK Agreement.

VI. PARENT INVOLVEMENT

- A. Parent education shall include 87.5 hours per school year.
- B. Parents shall have a direct role in planning their student's educational program and care.
- C. Parents may be involved in an advisory and/or governance role.

- D. Parents and community members may serve as volunteers. *Volunteers may not work with students without an appropriate background check, which is coordinated with the SDMA Human Resources Department.*
- E. *Outreach activities shall include, but are not limited to, the following: workshops, home visits, parent communication/newsletters, take-home activities, family events, strategies for maintaining parent involvement in the elementary school, helping parents understand the services provided by the school, and the importance of continued parent involvement.*
- F. *The 4YK SITE will provide assistance to parents and children of limited English proficiency.*
- G. *The 4YK SITE will conduct and document at least two formal parent-teacher conferences each year.*

VII. SUPPORT SERVICES

- A. Available support services provided by SDMA include:
 - Vision and hearing screening.
 - Immunization record keeping.
 - Information on health and safety.
 - Integration of special education students when appropriate.
 - Transportation
 For participants whose residence is more than one mile from the designated 4YK SITE and where the 4YK SITE is the participant’s attendance area school, transportation to the Site within regular school hours is available. When transportation is requested by the parent, the SDMA reserves the right to determine the 4YK attendance site.

VIII. PARTNERING AGENCIES

- A. The Parties acknowledge that the following resources are available to enhance services at the Site:

Head Start	County Human Services
Childcare providers	Transportation providers
Private preschool	CESA #11
County health services	Post-secondary institutions

IX. STANDARDS

- A. The following standards apply:

To SDMA, DPI standards, State statutes, and 4YK SITE policies and procedures were not in conflict with SDMA board policies and procedures.

To 4YK SITE DPI standards, State statutes, State daycare licensing, NAEYC standards, performance standards, SDMA board policies and procedures, and (for Head Start classrooms) Head Start program performance standards and other regulations (*see* 45 C.F.R. §§ 1301-11).

X. EVALUATION

- A. Program: An evaluation process shall be conducted annually with coordination and oversight by SDMA.
- B. Staff: Evaluation of 4YK SITE staff shall be conducted as required by 4YK SITE. Primary responsibility shall be by the assigned 4YK SITE administrator with input from SDMA Program Administrator.

XI. MISCELLANEOUS

- A. 4YK SITE shall procure and maintain liability coverage insuring 4YK SITE and SDMA against any claims, demands, and causes of action arising from or relating to any actions and omissions by 4YK SITE and its employees, staff, agents, and representatives. A certificate of insurance evidencing such liability coverage shall be provided to SDMA by 4YK SITE. Said certificate shall name SDMA and 4YK SITE as additional insureds and policies shall provide coverage in an amount of at least:

General Aggregate \$2,000,000
 Products & Completed Operations Aggregate \$2,000,000
 Personal & Adv Injury \$1,000,000
 Each Occurrence \$1,000,000
 Damage to Rented Premises (each occurrence) \$100,000
 Medical Payment (any one person) \$5,000

- B. 4YK SITE shall defend, indemnify and hold SDMA harmless from and against any and all claims, demands, and causes of action arising from or relating to any actions and omissions by 4YK SITE and its teachers, staff, agents and representatives.

- C. 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 or such other place as such Party may subsequently designate in writing:

Notice to Child Care Provider:

FAX: _____

Notice to School District:

SDMA 4YK Program Administrator
 School District of the Menomonie Area
 215 Pine Avenue E.
 Menomonie, WI 54751
 FAX: (715) 232-1317

Notice shall be deemed to have been received one day after 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. ***The parties hereby consent to the personal jurisdiction of the courts of the State of Wisconsin, both state and federal, with respect to any action arising out of this contract. Venue shall be properly and exclusively in Dunn County, Wisconsin (for state court) and/or the Western District of Wisconsin (for federal court).***

- E. 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. 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 terminated for egregious conduct of an employee of a Party involving the health or safety of participants. ***If this Agreement is terminated under this paragraph, (1) SDMA's obligation to reimburse the 4YK SITE under section V.B. of this Agreement shall be prorated in accordance with the number of weeks that this Agreement was in effect; and (2) the 4YK SITE shall have no further obligation to provide the Program.***

- G. 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 a writing signed by both Parties' authorized representatives.

- H. The terms of the program agreement shall be limited to the 2025-2026 school year.

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

For the Board

Board President (please print)	Signature	Date
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Board Clerk (please print)	Signature	Date
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For the 4YK SITE

Name (please print)	Title	Date
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Signature