

AGREEMENT

This agreement for the 2013-2014 school year is between _____, a preschool provider (hereinafter "Provider" or "Party") and the School District of Onalaska (hereinafter "SDO" or "Party"), (collectively hereinafter "Parties"). It is agreed as follows:

I. OPERATIONS

- A. Provider shall provide teacher and any necessary teacher's assistants at the Site for pre-kindergarten services under this Agreement.
- B. The minimum student contact time shall be 437.5 hours per year with the appropriately DPI licensed teacher.
- C. An outreach program (e.g. home visits, training, team planning, parent outreach, etc.) shall be available for 87.5 hours per year, for a total of 524.5 hours per year. These outreach activities will be a combined effort among the collaborative partners and school district. Each site should document the site-specific outreach activities and hours they complete.
- D. The four-year-old preschool hours are _____ to _____ (clock hours)

II. LOCATION/FACILITIES

- A. The facilities at which the services to be provided pursuant to this Agreement are located at _____ (herein "Site").
- B. The Parties shall maintain an appropriate environment for pre-kindergarten students approved by both collaborating agencies including, but not limited to:
 - (1) Indoor play space and equipment appropriate for early childhood; and
 - (2) Space that complies with the first amendment to the United States Constitution regarding separation of church and State. "Space" in this instance refers to the main instructional area for the public four-year-old program.

In addition, there is available:

- (3) Outdoor play space and equipment appropriate for early childhood;
- (4) Space for support services and parents
- (5) Handicap accessibility.
- C. Custodial services will be provided daily by the partnering agency.

III. STAFF

- A. The Pre-Kindergarten Program Coordinator is **Curt Rees**.

- B. The Site Coordinator's name is: _____ . The Site Coordinator may be replaced from time to time at Provider's discretion.
- C. The ideal target classroom enrollment is 18 four-year-olds to one teacher and one teacher's assistant. Sites must also meet state licensing requirements in regard to room size, group size, and staff to student ratio.
- D. Participation in joint training and professional development shall occur for all staff providing services pursuant to this Agreement. Substitute teachers are arranged for and paid by the partner sites. This professional development participation will not go beyond 4 half days during the school year without prior approval between the site directors and program coordinator.
- E. The Program Coordinator shall be advised of current enrollments, attendance reports, and all other reports requested by SDO.
- F. Teacher Assistants provided by the Provider shall have a high school diploma and Early Childhood I Certification (or the equivalent).
- G. Partner shall provide a Wisconsin DPI certified teacher for the Pre-Kindergarten Program. The partner's DPI certified teacher shall be paid at least the BA + 0 rate as found in the School District of Onalaska Employee Handbook for the previous school year. This rate, based on the 2011-2012 school year, is \$22.58 per hour and shall be paid to the teacher during the 2.5 hours of the Pre-Kindergarten Program. These hours include the time that teachers spend during curriculum training and collaboration meetings. This rate should be paid a minimum of 437.5 hours during the school year.
- H. CPR and First Aid trained staff shall be available during preschool hours.

IV. ACTIVITIES/CURRICULUM

- A. A developmentally appropriate preschool model shall be implemented and maintained jointly by the school district and collaborating partners. Program teachers shall be trained in an approved curriculum and participate in regular curriculum update sessions. The partnering agency must also use an approved student assessment system. The summative assessments should be sent to the district at the end of the Pre-K year to become part of the child's cumulative records with the district.
- B. Site classrooms shall not be segregated by program type, family income, or child's ability/disability.
- C. All materials and supplies for the Program shall be provided by the Provider.
- D. Teachers from partner sites shall attend the 9 monthly teacher collaboration meetings for the purpose of making improvements in the program and bringing consistency to all sites.

V. FUNDING

- A. Collection of all child care fees shall be the responsibility of the Provider.
- B. The schedule of payments to be provided by SDO to Provider for 2013-2014 is as shown on Exhibit "A" attached hereto and incorporated herein by reference. While this Agreement remains

in effect, the Parties shall mutually review and, if necessary, amend the Payment Schedule by the end of May of each year.

- C. Provider shall provide appropriate notification to parent(s) or guardian(s) of all fees for which parent(s) or guardian(s) will be responsible.
- D. No enrollment fees may be required of a parent(s) or guardian(s) to enroll their child in the Pre-Kindergarten Program.

VI. PARENT INVOLVEMENT

- A. Parent Education shall include:
 - Workshops
 - Home visits, when necessary
 - Family nights
 - Parent/teacher conferences
- B. Parents shall have input into their child's educational program and care.
- C. Parents are involved in an advisory and/or governance role.
- D. Parents and/or community members serve as volunteers.

VII. SUPPORT SERVICES

- A. Available support services provided by Provider include:
 - (1) Immunization records on file
 - (2) Information on health and safety
 - (3) Integration of special education students when appropriate
 - (4) Transportation within regular school hours may be available for some students in accordance with SDO transportation policies
 - (5) Food Service (USDA): Nutrition education

VIII. PARTNERING AGENCIES

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

Public Schools
Child Care Providers
Private Preschool
Family Resources
County Human Services
CESA #4
Transportation Providers
Post-secondary Institutions
Wisconsin Job Center-La Crosse; and
Other: _____

IX. STANDARDS

- A. The following standards apply to Provider and the Pre-Kindergarten Program: State day care licensing, DPI standards, State statutes, and SDO Board policies and procedures.
- B. The PROVIDER will maintain a positive record with their regular (licensing agency) absent any serious, unresolved non-compliances where the health and safety of a child are at risk. In addition, a history of non-compliance could result in non-renewal of this contract in the future.

X. EVALUATION

- A. Program: An evaluation of the Pre-Kindergarten Program shall be conducted annually with coordination and oversight by the Pre-Kindergarten Program Coordinator.
- B. Staff: Evaluation of staff shall be conducted as required by teacher and teacher assistant Provider contracts, policy and procedure. Primary responsibility shall be by Provider with input and review by the Pre-Kindergarten Program Coordinator.

XI. MISCELLANEOUS

- A. A certificate of insurance evidencing liability insurance coverage shall be provided to SDO by PROVIDER. Said certificate and policies shall provide coverage in an amount of at least \$1,000,000.00, and shall name SDO and PROVIDER as insured parties.
- 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:

Notice to School District:

Curt Rees
 School District of Onalaska
 1821 East Main St.
 Onalaska WI 54650
 FAX: (608) 781-9712
 e-mail: reecu@mail.onalaska.k12.wi.us

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 transmissions, 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. The parties agree that any claim or dispute between them, or any successor(s) or assign(s) of the other related to this Agreement shall be resolved in the La Crosse County Circuit 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.

This Agreement shall be for the 2013-2014 school year. Annually, this Agreement shall automatically be renewed for the next school year unless one Party notifies the other Party in writing by June 1 of the current school year of its desire to negotiate changes. If the Parties are unable to reach agreement by July 1, this Agreement shall be terminated.

- F. If either Party shall breach any term, covenant, or condition of this Agreement so that the program is no longer in compliance with the standards in section IX 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.
- G. 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 in no way limits the right of a Party to act under the preceding paragraph.
- H. 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 a writing 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 _____, 20_____.

School District of Onalaska

By: _____

By: _____

Name: _____

Name: _____

Title: PROVIDER Administrator

Title: Superintendent

Exhibit A
Onalaska Pre-Kindergarten Agreement

Payment Schedule

Model III Collaborating Partners will be paid four times per year: following the second Board meetings in November, January, March, and June. These payment days will be based on student enrollment through the end of the previous month. Payment is calculated at a rate of \$13.15 per student per day enrolled in the Pre-Kindergarten program up to a maximum of 175 days per school year. Partners should submit weekly class attendance reports to the School District in order to verify student enrollment for the DPI and to calculate the district's payment to the partner.

Student Eligibility

In order for students to be eligible for the program, they must be enrolled with both the Collaborating Partner and the School District of Onalaska. Student eligibility is determined by the district's Board Policy. If there are questions about the eligibility of a student, the Partner site's coordinator should contact the district's Pupil Services Department at 783-4610. When a student leaves the partnering site, the Partner Director should contact the Pupil Services Department to let them know the student's last day.

Payment Rate

The payment rate for the 2013-2014 school year is a maximum of \$2301.25 per student per year. This payment rate will be reviewed annually to determine if a change is necessary for the following school year.