

**GERMANTOWN SCHOOL DISTRICT  
NOTICE OF BOARD OF EDUCATION MEETING  
Germantown School District PAC**

**W180 N11501 River Lane  
Germantown, WI 53022**

**July 13, 2020**

**7:00 p.m.**

**AGENDA**

The Germantown School District Board of Education will hold its regular Board Meeting at the Germantown School District Performing Arts Center. Due to the Governor's Emergency Orders on Public Gatherings and Public Health Department recommendations, this meeting will be held with social distancing measures in place; i.e. limited audience, webcast, etc. As with past Board Meetings it will be recorded and provided for public viewing as soon as possible following the meeting. A link to the webcast will be available just prior to the Building Committee meeting and can be located on the main page of the District's website: [www.gsdwi.org](http://www.gsdwi.org)

- I. Meeting Called to Order and Pledge of Allegiance
  - A. Official Meeting Notification
  - B. Roll Call
- II. Approval of Agenda
- III. Citizen Comments: Community Members are invited to share their questions, comments, or concerns with the School Board. When speaking, citizens should state their name for the record. The presentation time frame shall be determined by the Board President once an indication of the number of people wishing to speak is made; generally three (3) minutes. Wisconsin law authorizes the school board to receive information from members of the public. Where possible, the Board may answer factual questions immediately or may provide a written response if information is not available. If a response would involve discussion of Board Policy or decisions which might be of interest to citizens not present at the meeting, the Board may place the item on a future meeting agenda. Comments that may be injurious to school district personnel or other individuals will not be allowed.
- IV. Approval of Minutes
  - A. June 22, 2020 Board of Education
  - B. June 22, 2020 Closed Session
- V. Reports and Updates
  - A. Horicon Bank Take Flight Art Contest Award/Donation
  - B. Graduation Update
  - C. 2020-2021 Budget Update
- VI. Transportation Committee
  - A. Update on items discussed at July 9, 2020 committee meeting.

VII. Ad-hoc Curriculum Committee  
A. Update on items discussed at July 13, 2020 committee meeting.

VIII. Building Committee  
A. Update on items discussed at July 13, 2020 committee meeting.

IX. New Business  
A. Discussion and action to approve donations.  
B. Discussion and action to approve facility use fee waiver requests.  
C. Discussion and action to approve new District Policy.  
D. Discussion and action to approve Sunbelt Services agreement.  
E. Discussion and action to approve physical therapy services for 2020-2021.  
F. Discussion and action to approve teacher contracts.  
G. Discussion and action to approve resignations.  
H. Discussion and action to approve supplemental contracts.

X. Closed Session: The Board of Education will entertain a motion to convene in closed session, pursuant to s. 19.85(1)(d), (e), and/or (g), Wis. Stats., as appropriate, to consider safety issues, procedures, and strategies for public assembly and to confer with legal counsel regarding possible, related legal action. The Board may take action in closed session. Following the closed session, the Board will entertain a motion to reconvene into open session. Thereafter, the Board will take any further action that is necessary and appropriate, and will then entertain a motion to adjourn the meeting.

**GERMANTOWN SCHOOL DISTRICT  
GERMANTOWN, WISCONSIN 53022  
MINUTES OF THE BOARD OF EDUCATION  
June 22, 2020**

1. The meeting of the Board of Education was called to order by Board President Bob Soderberg in the District Performing Arts Center at 7:00 p.m. Director of Human Resources Mike Nowak read the official meeting notification. Roll call: Soderberg – yes, Medved – yes, Borden – yes, Barney – yes, Reinemann – yes, Larson – yes, Loth – absent (excused).
2. Motion by Larson, second by Barney, to approve the agenda. Motion carried.
3. Former high school student and student representative to the Board Avi Bhavsar, addressed the Board regarding the letter and petition submitted asking for additions to curriculum regarding Black history, racism and White privilege, and indicated he had met with administrators and thanked them for their support in already addressing these issues and for continuing to create change.
4. Motion by Larson, second by Reinemann to approve the June 8, 2020 Board of Education and Closed Session minutes. Motion carried.
5. Motion by Barney, second by Larson to approve payment of June 2020 vouchers. Motion carried.
6. Motion Borden, second by Reinemann to approve the 2020-2021 student fees with one \$20 increase for lifeguarding only. Motion carried.
7. Motion by Larson, second by Reinemann to approve the Evergreen Property Services 3-year agreement in an annual amount not to exceed \$30,330 including the additional cost of the Amy Belle Learning Center with bollards. Motion carried.
8. Motion by Larson, second by Reinemann to approve the J.R. Boehlke asphalt crack filling agreement in an amount not to exceed \$24,047. Motion carried.
9. Motion by Larson, second by Barney to add a JV swim coach and diving coach, a Sexual and Gender Equality (SAGE) advisor, a Black Student Union (BSU) advisor, and a Multi-Ethnic Student Association (MESA) advisor for 40 hours, \$660 each, and additionally for the middle school, one Mathcounts Math Club advisor for 20 hours at \$330, for the 2020-2021 school year. Motion carried.
10. Motion by Reinemann, second by Barney to approve the plan for opening District facilities for July 1, 2020 through August 31, 2020. Motion carried.
11. Motion by Reinemann, second by Borden to accept the resignations of Stacy Soderstrom and Caitlyn Gunzel, thank them for their service to the District, and approve posting and filling the vacancies. Motion carried.
12. Motion by Larson, second by Reinemann to approve 1.0 regular teacher contracts for Ashley Holtz at \$41,250 and Meghan Luedtke at \$40,000. Motion carried.
13. Motion by Reinemann, second by Barney to approve nineteen contracts for summer diagnostic/IEP development in accordance with Wisconsin Department of Public Instruction IDEA compliance. Motion carried.

14. Action was tabled on approval of the Sunbelt services agreement pending additional information requested regarding clarification of language outlining when or if school cannot be in session.
15. Motion by Barney, second by Medved to approve the 2020-2021 CESA #1 contract. Motion carried.
16. Motion by Larson, second by Borden to approve scheduling face-to-face band instruction as soon as possible after July 4, 2020. Motion carried.
17. Motion by Barney, second by Reinemann to approve 2020-2021 supplemental teacher contracts. Motion carried.
18. Motion by Larson, second by Medved to approve ratification of the Agreement between the Germantown School District and the Germantown Education Association (GEA) for 2019-2020. Motion carried.
19. Motion by Reinemann, second by Borden to approve one teacher and six aide contracts for 2020 summer school. Motion carried.
20. Motion by Barney, second by Larson to approve renewing District Workers Compensation insurance with SFM, switching Property insurance from Chubb to Liberty for 2020-2021 (without additional 3 million), and switching General Liability insurance from Liberty to CIC for 2020-2021. Motion carried.
21. Motion by Larson, second by Reinemann to convene in closed session pursuant to sections 19.85(1)(d), (e), and (g) to discuss safety issues, procedures, and strategies, for public assembly and to confer with legal counsel regarding possible, related legal action. Motion carried.
22. The Board entered into closed session at 7:46 p.m. and did not return to open session, adjourning at 8:33 p.m.

Jayne Borst  
Recording Secretary

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Thomas Barney  
School Board Clerk

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education

**TOPIC:** Donations

**FROM:** Brett Stousland

**BOARD MEETING:** July 13, 2020

**DATE:** January 21, 2020

**AGENDA ITEM:** IX.A.

Please act on the donation request described below. The Board of Education should consider acceptance of the donation in accordance with Board Policy 7230 – Gifts, Grants, and Bequests.

1. Approve the donation of \$400 from Horicon Bank to the Germantown High School art department.

**RECOMMENDATION:** Thank the donor for their generosity and approve the donation as listed.

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board Members                      **TOPIC:** Facility Use Fee Waiver Requests

**FROM:** Brittany Altendorf              **BOARD MEETING:** July 13, 2020

**DATE:** July 8, 2020                      **AGENDA ITEM:** IX.B.

The following groups are requesting a fee waiver for facility use.

Town of Germantown– The Town of Germantown is requesting use of Rockfield Elementary School Cafetorium & Lobby as needed for the purpose of their monthly Town meetings and days for voting. This organization has used the facilities in the past without fees being assessed.

Germantown Baseball & Fastpitch Inc. – This organization is requesting use of the Germantown High School JV and Varsity Fields for their Baseball Tournament. This organization has used the facilities in the past without fees charged.

Badgerette Pom Inc. – This organization is requesting use of the Germantown High School Field House, Locker Room, Main Gym, Cafeteria & Commons area, for the 2021 Wisconsin Spirit Championship. This organization has not used our facilities in the past.

PTA – The District PTA organizations are requesting use of all school buildings to hold their monthly meetings, in various locations depending on the building being used. The PTA would like to request a two year waiver to include the uses for the 2020-2021 and the 2021-2022 school year. These organization have used the facilities in the past without fees charged.

Wisconsin Test Prep – This organization is requesting use of the Germantown High School for a classroom to hold test prep class time and testing days. This organization has used the high school in the past without fees charged.

**RECOMMENDATION:** At the will of the Board of Education.

# Germantown School District

## Facility Request-Fee Waiver Form for 2020-2021 School Year

Community groups or individuals may be permitted and are encouraged to use school facilities when such use does not interfere with the regular school program. Use is granted to groups in priority order with the District having first priority (1), the next priority group (3) Germantown School District affiliated groups, community groups, including Parks and Recreation Department(s), with all other organizations or individuals per their designated priority groups in (4, or 5). Any student, student related, civic, or non-commercial group may petition the Germantown School District Board of Education to have fees waived and should be in attendance at the Board meeting that the waiver is considered.

Individuals or groups requesting a fee waiver must complete the following information and submit the request to the Office of Business and Auxiliary Services prior to the first (1<sup>st</sup>) Monday of each month for consideration by the Board at its 1<sup>st</sup> regular monthly meeting typically held the second (2nd) Monday of each month. **Completed waivers may be dropped off or mailed to the District's Business Office at N104 W13840 Donges Bay Road, Germantown, WI, 53022 or if completing electronically, the form must be saved on your personal device ahead of submitting and emailed to [doorsecurity@gsdwi.org](mailto:doorsecurity@gsdwi.org)**

Date Submitted: 6/26/20

### I. Contact Information:

Name, Mailing Address, & Email Address of Organization/Individual:

Town of Germantown, Washington Co.

Name, Mailing Address, & Email Address of Main Contact; if different from above:

N128 W17714 Holy Hill Rd, Germantown, WI 53022 [TownofGtown@icloud.com](mailto:TownofGtown@icloud.com)

Primary Cell/Phone Number: 261-677-8217 Secondary Cell/Phone Number: \_\_\_\_\_

### II. Facility Request Information:

Date(s) Requested: monthly meetings & Elections Facility Requested: Rockfield Elementary School Lunch Room & Vestibule

Time of Day Facility is needed (from when to when): 2nd Monday of Month & schedule Elections

General Questions:

1. Does this event directly benefit regular school programming? ☐ Yes ☒ No
2. Is this a fundraising civic or non-commercial event? ☐ Yes ☒ No
3. Are you recognized by the IRS as a Non-Profit? ☐ Yes ☒ No  
Government municipality
4. What percentage of your organization's membership are GSD residents? All
5. Does your organization/group charge a membership fee to your participants ☐ Yes ☒ No

### III. Briefly describe your reason(s) for requesting a fee waiver in the space below:

We are a Municipality and the School is our only public Building

FOR OFFICE USE ONLY		
Fee Waiver Approved	Fee Waiver Denied	Special Conditions if Approved or Reason for Denial - See attached*

Date Received: 6.27.2020 Confirmed by: [Signature] Date: \_\_\_\_\_

Return completed form to: Office of Business & Auxiliary Services, N104 W13840 Donges Bay Road, Germantown, WI, 53022

**BOARD POLICY MANUAL****GERMANTOWN SCHOOL DISTRICT**

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**USE OF FACILITIES FEE STRUCTURE**

Fee worksheet to estimate application fee and facility usage charge for gymnasiums and other co-curricular areas.

**2 FACILITY/ROOM NEEDS**

Main High School Gym	\$	Per Hr.	X		hours	\$	
Field House Lobby	\$	Per Hr.	X		hours	\$	
Lobby	\$8.75	Per Hr.	X	56	hours	\$	489.44
Cafetorium	\$8.75	Per Hr.	X	24	hours	\$	210.00
Classroom	\$	Per Hr.	X	0	hours	\$	
Kitchen (**Cook required)	\$	Per Hr.	X	0	hours	\$	-

**3 EMPLOYEE NEEDS**

*Computer Aide	\$	Per Hr.	X	0	hours	\$	-
**Cook	\$	Per Hr.	X	0	hours	\$	-
Custodian (set ups, cleaning, etc.)	\$	Per Hr.	X	0	hours	\$	

Name of employee in place of custodian: \_\_\_\_\_

**4 ADDITIONAL SERVICES**

Priority Group #3  
Use of Rockfield Elementary  
12 Mtg. Dates x 2 hrs.  
4 Voting Dates x 14 hrs.  
25% of \$35.00

\$ -

**Total Charges \$ 699.44**

Group Name

Town of Germantown

Person In Charge


Deanna Hapka

Building Principal

Dana Croatt

NOTES:

7.2.2020-bjm





# Germantown School District Application for Facility Use

N104 W13840 Donges Bay Road

Germantown, WI 53022

(262) 253-3900

**\*\*Must be completed and returned at least 14 days prior to the date(s) being requested, but no earlier than nine (9) month prior to requested day\*\***

Applicant Organization <u>Town of Germantown</u>			
Applicant First Name <u>Deanne</u>		Last Name <u>Hapka</u>	
Address <u>N128 W17714 Holy Hill Rd</u>		City <u>Germantown</u>	State <u>WI</u>
Phone Number <u>262-677-8217</u>		Zip <u>53022</u>	
		Email: (Print Clearly) <u>TownofGtown@icloud.com</u>	

Check One:

☐ GSD Curricular or Co-Curricular Group (Must be funded thru GSD)

☐ Non-for-Profit Organization ☐ Business Organization

Municipality - Town of Germantown

Attach proof of insurance and non-for-profit status (if applicable)

What is the Title of the Event: Town monthly meetings & State/Local Elections

Type of Event: Monthly Meetings Public Elections Total Expected Participants & Attendees: Under 10 people in Meet

Date of Use: 7/1/2020 (Date range if being used for a seasonal program.) Ending Date of Use: 7/1/2021

Days of the Week Being Requested: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

(Please Circle)

Start Time: \_\_\_\_\_ AM / PM

2nd Monday of each month 7-9:00pm  
Elections - All day - 6:30am - 8:30pm  
11/20, 11/22, Feb 2021 & April 2021 - TBD Date  
Annual Meeting 2nd Tuesday of April 20, 2021  
(11/20/20)

Ending Time: \_\_\_\_\_ AM / PM

See above for times

If additional time is required for set up prior to the event or tear down after, please give time being requested:

Hours Before: \_\_\_\_\_ Hours After: \_\_\_\_\_

Germantown High School, Performing Arts Center (PAC) use must be requested on PAC Request form, which can be obtained by emailing [GtownPac@usdwi.org](mailto:GtownPac@usdwi.org)

What School Building are you requesting: (Please Circle)

Amy Belle County Line MacArthur Rockfield Kennedy Middle Germantown High School

Area/Room you are requesting: (Please Circle)

<u>Cafeteria</u> <i>Town Meetings</i>	Elementary Gym	KMS Blue Gym	KMS Gold Gym
GHS Field House	GHS Main Gym	GHS Fitness Center	GHS Track
FH # of Courts _____	Weights/Yoga/Cardio	Pool	Elem. Art Room
Classroom: Specific Classroom # _____	# of Classrooms _____	Library	Misc <i>Front Lobby for Elections @ Rockfield School</i>

(Classroom use approval is given on an individual basis and not automatically approved.)

Only one door entrance will be programmed for your use, and that entrance will be the door closest to your location use. Per Germantown Board of Education Policy, an adult door monitor must be present for doors unlocked for your use.

Door access points, determined by GSD. If you have questions about your access point, please contact your school office or person you are working with for your requested use.

*Town Meetings - Chairs - 6 Tables - 4-5 tables 1 fold down table from Cafeteria*

Do you require any additional items? Chairs 3 Tables 2 } Elections

What special requirements / needs are you requesting for your use?

Do you require any AV Equipment: (Please Circle)

Speaker System - Yes or No

Screen - Yes or No

Projector - Yes or No

I understand fees may be associated with my use, if I fall under those Board Policy priority groups, and that I must request and submit the proper waiver request forms to the Board of Education within 30 days of my scheduled use.

The undersigned applicant or organization agrees by all policies, rules and regulations of the School District governing the use of building and grounds as a consideration for being permitted to use the school facilities and equipment, and that the rules are obeyed and carried out; to assume responsibility for and make good on any damages what-so-ever resulting from use and further agrees to hold the Board of Education and its officers, agents, and employees free and harmless on any account from any claims arising out of the use of the school facilities controlled by the Board of Education.

Deanne R. Haska  
Applicant Name (Print)

Deanne R. Haska  
Applicant Signature

5/20/20  
Date

DC / [Signature]  
Building Principal Name (Print)

Building Principal Signature

Date

Date Received by School/District: <u>6.27.2020</u>	Received By (Initial/Signature) <u>[Signature]</u>	School Dude Schedule ID Assigned:
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# Germantown School District

## Facility Request-Fee Waiver Form for 2020-2021 School Year

Community groups or individuals may be permitted and are encouraged to use school facilities when such use does not interfere with the regular school program. Use is granted to groups in priority order with the District having first priority (1), the next priority group (3) Germantown School District affiliated groups, community groups, including Parks and Recreation Department(s), with all other organizations or individuals per their designated priority groups in (4, or 5). Any student, student related, civic, or non-commercial group may petition the Germantown School District Board of Education to have fees waived and should be in attendance at the Board meeting that the waiver is considered.

Individuals or groups requesting a fee waiver must complete the following information and submit the request to the Office of Business and Auxiliary Services prior to the first (1<sup>st</sup>) Monday of each month for consideration by the Board at its 1<sup>st</sup> regular monthly meeting typically held the second (2<sup>nd</sup>) Monday of each month. **Completed waivers may be dropped off or mailed to the District's Business Office at N104 W13840 Donges Bay Road, Germantown, WI, 53022 or if completing electronically, the form must be saved on your personal device ahead of submitting and emailed to doorsecurity@gsdwi.org**

Date Submitted: 6/12/2020

### I. Contact Information:

Name, Mailing Address, & Email Address of Organization/Individual:  
Germantown Baseball & Fastpitch Inc. / P.O. Box 2 Germantown Wi 53022

Name, Mailing Address, & Email Address of Main Contact; if different from above:  
Jim Grater / jgrater@wi.rr.com /

Primary Cell/Phone Number: 262-302-0769 Secondary Cell/Phone Number: \_\_\_\_\_

### II. Facility Request Information:

Date(s) Requested: 9/12 - 9/12 & 9/19 - 9/20 Facility Requested: High School Baseball Fields

Time of Day Facility is needed (from when to when): 7:30AM to 8PM

#### General Questions:

1. Does this event directly benefit regular school programming? ☒ Yes ☐ No
2. Is this a fundraising civic or non-commercial event? ☒ Yes ☐ No
3. Are you recognized by the IRS as a Non-Profit? ☒ Yes ☐ No
4. What percentage of your organization's membership are GSD residents? 100%
5. Does your organization/group charge a membership fee to your participants ☐ Yes ☒ No

### III. Briefly describe your reason(s) for requesting a fee waiver in the space below:

Fundraiser Baseball Tournaments. All proceeds go to the 3n2 Baseball Booster Club which directly supports the Germantown Boys Baseball Program.

#### FOR OFFICE USE ONLY

Fee Waiver Approved	Fee Waiver Denied	Special Conditions if Approved or Reason for Denial - See attached*
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Date Received: 6.12.2020 Confirmed by: \_\_\_\_\_ Date: \_\_\_\_\_

Return completed form to: Office of Business & Auxiliary Services, N104 W13840 Donges Bay Road, Germantown, WI, 53022

## USE OF FACILITIES FEE STRUCTURE

Fee worksheet to estimate application fee and facility usage charge for gymnasiums and other co-curricular areas.

## 2 FACILITY/ROOM NEEDS

Main High School Gym	\$	Per Hr.	X		hours	\$
Field House Lobby	\$	Per Hr.	X		hours	\$
JV Field	\$13.75	Per Hr.	X	46	hours	\$ 632.50
Varsity Field	\$13.75	Per Hr.	X	46	hours	\$ 632.50
Classroom	\$	Per Hr.	X	0	hours	\$
Kitchen (**Cook required)	\$	Per Hr.	X	0	hours	\$ -

## 3 EMPLOYEE NEEDS

*Computer Aide	\$	Per Hr.	X	0	hours	\$ -
**Cook	\$	Per Hr.	X	0	hours	\$ -
Custodian (set ups, cleaning, etc.)	\$	Per Hr.	X	0	hours	\$

Name of employee in place of custodian: \_\_\_\_\_

## 4 ADDITIONAL SERVICES

Priority Group #3  
 Use of Germantown High School Fields  
 JV & Varsity  
 4 Dates x 11.50 hrs. each day/each field  
 25% of \$55.00

\$ -

Total Charges \$ 1265.00

Group Name

Germantown Baseball &  
Fastpitch

Person In Charge

Jim Grater

Building Principal

Joel Farren/Sara Unertl

NOTES:

7.2.2020-bjm

# Germantown School District Application for Facility Use

N104 W13840 Donges Bay Road

Germantown, WI 53022

(262) 253-3900

**\*\*Must be completed and returned at least 14 days prior to the date(s) being requested, but no earlier than nine (9) month prior to requested day\*\***

Applicant Organization <b>Germantown Baseball &amp; Fastpitch Inc. / 3n2 Baseball Booster Club</b>			
Applicant First Name <b>Jim</b>	Last Name <b>Grater</b>		21 or older? <b>Y</b>
Address <b>P.O. Box 2</b>	City <b>Germantown</b>	State <b>WI</b>	Zip <b>53022</b>
Phone Number <b>262-302-0769</b>	Email: (Print Clearly) <b>jgrater@wi.rr.com</b>		

Check One: ☐ GSD Curricular or Co-Curricular Group (Must be funded thru GSD)  
☒ Non-for-Profit Organization ☐ Business Organization

Attach proof of insurance and non-for-profit status (if applicable)

What is the Title of the Event: **3n2 Booster Club Late Summer Classic**

Type of Event: **Baseball Tourney** Total Expected Participants & Attenders: **Several Hundred**

Date of Use: **9/12** (Date range if being used for a seasonal program.) Ending Date of Use: **9/13**

Days of the Week Being Requested: Sunday Monday Tuesday Wednesday Thursday Friday Saturday  
(Please Circle) **X** **X**

Start Time: **7:30 AM** AM / PM Ending Time: **8 PM** AM / PM

If additional time is required for set up prior to the event or tear down after, please give time being requested:

Hours Before: **N/A** Hours After: **N/A**

Germantown High School, Performing Arts Center (PAC) use must be requested on PAC Request form, which can be obtained by emailing [GtownPac@gsdwi.org](mailto:GtownPac@gsdwi.org)

What School Building are you requesting: (Please Circle)

Amy Belle County Line MacArthur Rockfield Kennedy Middle Germantown High School  
**XXXX**

Area/Room you are requesting: (Please Circle)

Cafeteria	Elementary Gym	KMS Blue Gym	KMS Gold Gym
GHS Field House	GHS Main Gym	GHS Fitness Center	GHS Track
FH # of Courts _____	Weights/Yoga/Cardio	Pool	Elem. Art Room
Classroom: Specific Classroom # _____	# of Classrooms _____	Library	Misc JV & Varsity Baseball Fields

(Classroom use approval is given on an individual basis and not automatically approved.)

*Only one door entrance will be programmed for your use, and that entrance will be the door closest to your location use. Per Germantown Board of Education Policy, an adult door monitor must be present for doors unlocked for your use.*

*Door access points, determined by GSD. If you have questions about your access point, please contact your school office or person you are working with for your requested use.*

Do you require any additional items? Chairs N/A Tables N/A

What special requirements / needs are you requesting for your use?

Do you require any AV Equipment: (Please Circle)

Speaker System – Yes or No

Screen – Yes or No

N/A

Projector – Yes or No

I understand fees may be associated with my use, if I fall under those Board Policy priority groups, and that I must request and submit the proper waiver request forms to the Board of Education within 30 days of my scheduled use.

The undersigned applicant or organization agrees by all policies, rules and regulations of the School District governing the use of building and grounds as a consideration for being permitted to use the school facilities and equipment, and that the rules are obeyed and carried out; to assume responsibility for and make good on any damages what-so-ever resulting from use and further agrees to hold the Board of Education and its officers, agents, and employees free and harmless on any account from any claims arising out of the use of the school facilities controlled by the Board of Education.

Jim Grater

Applicant Name (Print)

Applicant Signature

6/12/2020

Date

SU/12  
Building Principal Name (Print)

Building Principal Signature

Date

Date Received by School/District: <u>6.12.2020</u>	Received By (Initial/Signature) <u>[Signature]</u>	School Dude Schedule ID Assigned: <u># 29540</u>
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# Germantown School District Application for Facility Use

N104 W13840 Donges Bay Road

Germantown, WI 53022

(262) 253-3900

**\*\*Must be completed and returned at least 14 days prior to the date(s) being requested, but no earlier than nine (9) month prior to requested day\*\***

Applicant Organization <b>Germantown Baseball &amp; Fastpitch Inc. / 3n2 Baseball Booster Club</b>			
Applicant First Name <b>Jim</b>		Last Name <b>Grater</b>	
		21 or older? <b>Y</b>	
Address <b>P.O. Box 2</b>		City <b>Germantown</b>	State <b>WI</b>
		Zip <b>53022</b>	
Phone Number <b>262-302-0769</b>		Email: (Print Clearly) <b>jgrater@wi.rr.com</b>	

Check One: ☐ GSD Curricular or Co-Curricular Group (Must be funded thru GSD)  
☒ Non-for-Profit Organization ☐ Business Organization

Attach proof of insurance and non-for-profit status (if applicable)

What is the Title of the Event: **3n2 Booster Club Late Summer Classic**

Type of Event: **Baseball Tourney** Total Expected Participants & Attenders: **Several Hundred**

Date of Use: **9/19** (Date range if being used for a seasonal program.) Ending Date of Use: **9/20**

Days of the Week Being Requested: Sunday **x** Monday Tuesday Wednesday Thursday Friday Saturday **x**  
(Please Circle)

Start Time: **7:30 AM** AM / PM Ending Time: **8 PM** AM / PM

If additional time is required for set up prior to the event or tear down after, please give time being requested:

Hours Before: **N/A** Hours After: **N/A**

Germantown High School, Performing Arts Center (PAC) use must be requested on PAC Request form, which can be obtained by emailing [GtownPac@gsdwi.org](mailto:GtownPac@gsdwi.org)

What School Building are you requesting: (Please Circle)

Amy Belle County Line MacArthur Rockfield Kennedy Middle Germantown High School  
**XXXX**



Area/Room you are requesting: (Please Circle)

Cafeteria	Elementary Gym	KMS Blue Gym	KMS Gold Gym
GHS Field House	GHS Main Gym	GHS Fitness Center	GHS Track
FH # of Courts _____	Weights/Yoga/Cardio	Pool	Elem. Art Room
Classroom: Specific Classroom # _____	# of Classrooms _____	Library	Misc JV & Varsity Baseball Fields

(Classroom use approval is given on an individual basis and not automatically approved.)

*Only one door entrance will be programmed for your use, and that entrance will be the door closest to your location use. Per Germantown Board of Education Policy, an adult door monitor must be present for doors unlocked for your use.*

*Door access points, determined by GSD. If you have questions about your access point, please contact your school office or person you are working with for your requested use.*

Do you require any additional items? Chairs N/A Tables N/A

What special requirements / needs are you requesting for your use?

Do you require any AV Equipment: (Please Circle)

Speaker System – Yes or No

Screen – Yes or No

N/A

Projector – Yes or No

I understand fees may be associated with my use, if I fall under those Board Policy priority groups, and that I must request and submit the proper waiver request forms to the Board of Education within 30 days of my scheduled use.

The undersigned applicant or organization agrees by all policies, rules and regulations of the School District governing the use of building and grounds as a consideration for being permitted to use the school facilities and equipment, and that the rules are obeyed and carried out; to assume responsibility for and make good on any damages what-so-ever resulting from use and further agrees to hold the Board of Education and its officers, agents, and employees free and harmless on any account from any claims arising out of the use of the school facilities controlled by the Board of Education.

Jim Grater

Applicant Name (Print)

Applicant Signature

6/12/2020

Date

Building Principal Name (Print)

Building Principal Signature

Date

Date Received by School/District: 6.12.2020	Received By (Initial/Signature) 	School Dude Schedule ID Assigned: # 29540
--	--	--



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Germantown High School Fields N104W13840 Donges Bay Rd Germantown, WI 53022
Named Insured: Germantown Baseball & Fastpitch Inc.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



AGENCY CUSTOMER ID:  
LOC #

**ACORD™**

**ADDITIONAL REMARKS SCHEDULE**

**Page 1 of 1**

<b>AGENCY</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne Indiana 46804		<b>NAMED INSURED</b> Germantown Baseball & Fastpitch Inc.	
<b>POLICY NUMBER</b> 6BRPG000006941000			
<b>CARRIER</b> Nationwide Mutual Insurance Company	<b>NAIC CODE</b> 23787	<b>EFFECTIVE DATE:</b> 01/03/2020	
<b>ADDITIONAL REMARKS</b>			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, <b>FORM NUMBER:</b> 25 <b>FORM TITLE</b> Certificate of Liability Insurance			

**Additional Insured**

53022; Date(s) of Camp: 10/01/2017,

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.



AGENCY CUSTOMER ID:  
LOC #

**ACORD**<sup>TM</sup>

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne Indiana 46804		NAMED INSURED Germantown Baseball & Fastpitch Inc.	
POLICY NUMBER 6BRPG0000006941000			
CARRIER Nationwide Mutual Insurance Company	NAIC CODE 23787	EFFECTIVE DATE: 01/03/2020	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25                      FORM TITLE      Certificate of Liability Insurance			

**Additional Insured**

53022; Date(s) of Camp: 10/01/2017,

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

Germantown School District  
Additional Insured, N104W13840 Donges Bay Rd  
Germantown, WI 53022

Named Insured: Germantown Baseball & Fastpitch Inc.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

**MAY 07 2014**

GERMANTOWN BASEBALL AND FAST PITCH  
INC GERMANTOWN DIAMOND CLUB  
PO BOX 2  
GERMANTOWN, WI 53022

Employer Identification Number:  
46-2073253  
DLN:  
17053084309013  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a) (2)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
February 19, 2013  
Contribution Deductibility:  
No  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

Application Date :12/22/2019

Final Summary  
Team Sports Combined Liability and Accident Insurance

Insured Information

Named insured (as it should appear on the policy): **Germantown Baseball & Fastpitch Inc.**

Doing business as (DBA):

Contact first name: **Jim**

Contact last name: **Grater**

Mailing address: **PO Box 2**

City: **Germantown** State: **Wisconsin** Zip: **53022**

Phone: **262-302-0769** Fax: Cell: **262-302-0769**

E-mail: **[jgrater@wi.nrp.com](mailto:jgrater@wi.nrp.com)**

Website: **[germantownirwarhawks.org](http://germantownirwarhawks.org)**

This is a renewal of coverage

Member Name: **Jim Grater**

Name of Organization or Public Member Agency: **Germantown Baseball & Fastpitch Inc.**

Current NRPA Membership Number: **130895**

Eligibility

Coverage Effective Date: **01/03/2020 to 01/03/2021**

In which state is the organization/entity located? **Wisconsin**

Is the organization/entity not-for-profit? **Yes**

Selected Sports/Activities: **Baseball, Softball**

Do you conduct any Day Camps and/or Clinics for the sports selected? **Yes**

The following activities are not covered by this policy:

Adventure races; Aerobic exercises; Bandy; Biathlon; BMX/Stunt cycling; Boating activities/sports; Bobsled; Body boarding; Boxing; Camps and clinics (age 19 & over); Canoe; Cheerleading (age 19 & over); Climbing; Cycling; Drill team/majorette (age 19 & over); Equestrian; Fishing (open water); Fitness - aerobics & exercise; Gymnastics; Hammer throw; Hang gliding; Hostelling; Interscholastic/intercollegiate teams or leagues; Jai alai; Javelin; Kayak; Kite surfing; Lifeguarding activities; Luge (street); Marathon; Martial arts; Mixed martial arts; Modern pentathlon; Mountain biking and/or hiking; Mountain boarding; Open water activities/sports; Orienteering; Outrigging; Paintball; Parachute; Parasailing; Polo (horse); Rafting; Rodeo; Roller derby; Rowing/crew; Rugby; Sailing; Scuba diving; Shooting sports; Skate boarding; Skating (inline/extreme/stunt/aggressive/free style); Skiing (water/snow-down hill); Sky diving; Sky surfing; Sled dog racing; Snorkeling; Snowboarding/snow surfing; Soccer (age 19 & over); Sport parachuting; Streetball; Strength & conditioning; Surfing (including boogie boards); Tackle/contact football; Touch/flag football; Trampoline; Trapeze; Triathlon; Unicycling; Wake boarding; Water ski; Wind surfing; Wrestling (age 19 & over); Wrestling (professional); Yachting.

Accepted

Number of **TEAMS** in each category:

	Max Age of Participant on Team				
Selected Sports:	12 yrs	16 yrs	18 yrs	19-59 yrs	TOTALS
Baseball	12	6	0	0	18
Softball	4	2	1	0	7



**Number of individual participants per day and number of days:**

Maximum Age	Day Camps & Clinics Average Number of Participants Per Day	Day Camps & Clinics Number of Days
19 yrs	25	3

**Total Commercial General Liability & Participant Accident Cost****\$3,161.25****Coverage & Limits**

Each Occurrence:	\$ 2,000,000
General Aggregate (other than Products-completed Operations):	\$ 5,000,000
Products-completed Operations Aggregate:	\$ 2,000,000
Personal and Advertising Injury:	\$ 2,000,000
Damage to Premises Rented to You:	\$ 1,000,000
Medical Expense (other than participants):	\$ 5,000
Professional Liability:	\$ 2,000,000
Legal Liability to Participants:	\$ 2,000,000

**Notable Exclusions:**

Abuse, molestation, harassment or sexual conduct; Aircraft/hot air balloon; Airport; Amusement devices (The ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement devices do not include any video or computer games or any device that is specifically designed for the training or instruction of the activity for which you are enrolled.); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Asbestos; Commercial general liability standard exclusions (CG0001 04/13 edition); Employment-related practices; Fireworks; Fungi or bacteria; Haunted attractions; Lead; Nuclear energy liability; Performers; Rodeos; Saddle animals; Snowmobile; Transportation of athletes/participants. The operation, ownership, or management of any athletic facility or field, other than while being used for covered activities; concessionaires/vendors in conjunction with your organization; Carnivals/Festivals; Concerts; 24 hour premises liability; Events involving gambling (ie: Bingo, Casino nights, Poker, Texas Hold'em tournaments); Non-rostered participants at tournaments hosted by the Insured; Events where alcohol is furnished or served; Sports events/activities involving participants in sports other than those reported and for whom premium has been paid; professional and semi-pro athletes; Cryogenic Chambers/Therapy.

**Terms & Conditions:**

1. Any exposure changes that deviate from the original enrollment form must be reported in writing.
2. Premiums are 100% fully earned and are non-refundable once the coverage begins.
3. Coverage will be effective upon receipt of the completed enrollment form and premium payment unless the desired effective date is later.
4. The expiration date is one full year from the effective date.
5. Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. K&K reserves the right to decline any request for coverage.
6. Coverage is contingent upon receipt of premium payment. No coverage will be deemed in effect until premium is received by the Company or their representative.
7. Please note that the total above includes both premium and a risk purchasing group (RPG) fee of \$15 per team; NRPA receives \$5 per team of the total RPG fee.
8. Commercial General Liability Broadening Endorsement:
  - Expected or intended bodily injury or property damage resulting from the use of reasonable force to protect persons or property.
  - Non-owned Watercraft - extended to 58 feet.
  - Supplementary Payments - \$2,500 bail bonds, \$500 a day loss of earnings.
  - Waiver of Right of Recovery.
  - Bodily Injury definition expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
  - Damage to Premises Rented to You - the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers.
  - Additional Coverage:
    - Emergency Real Estate Consultant Fee - \$25,000
    - Identity Theft Exposure - \$25,000
    - Key Individual Replacement Cost - \$50,000
    - Lease Cancellation Moving Expense - \$2,500
    - Temporary Meeting Space - \$25,000
    - Terrorism Travel Reimbursement - \$25,000
    - Workplace Violence Counseling - \$25,000

**Team Names**

Sport	Age Group	Team Name
	12 yrs	2nd - Groeschl
	12 yrs	3rd - Bohling
	12 yrs	3rd - Janke
	12 yrs	4th - Coulter

## Baseball

12 yrs	4th - McKenna
12 yrs	4th - Bauter
12 yrs	5th - Dethloff
12 yrs	5th - Murkowski
12 yrs	5th - Tkachuck
12 yrs	6th - VanEngen
12 yrs	6th - Olszewski
12 yrs	6th - Nasif
16 yrs	7th - DeMichiel
16 yrs	7th - McKenna
16 yrs	7th - Kerr
16 yrs	8th - Macksam
16 yrs	8th - Schmidt
16 yrs	8th - Schroeder
12 yrs	U8 - Bennett
12 yrs	U10 - Saltarikos
12 yrs	U10 - Maier
12 yrs	U12 - Williams
16 yrs	U14 - Branigan
16 yrs	U12 - Rentflejs
18 yrs	U16 - Hilmann

## Softball

## Additional Camp Information

Camp/Clinic Days:	3	Total Campers:	25
Dates of camp/clinic:	9/1/2017		
Location Name:	Hawks Nest Indoor Facility		
Address:	W172 N13050 Division Rd.		
City:	Germantown	State:	Wisconsin Zip: 53022
Dates of camp/clinic:	5/1/2017		
Location Name:	Hawks Nest Indoor Facility		
Address:	W172 N13050 Division Rd.		
City:	Germantown	State:	Wisconsin Zip: 53022
Dates of camp/clinic:	10/1/2017		
Location Name:	Hawks Nest Indoor Facility		
Address:	W172 N13050 Division Rd.		
City:	Germantown	State:	Wisconsin Zip: 53022

## Participant Accident Adult Sports Ages 18 and Under

Participant Accident Excess Medical Expense Benefit	Limits
Maximum	\$250,000
Deductible Per Claim	\$0
Benefit Period	3 years
Accident Death and Specific Loss*	
Death	\$25,000*
Specific Loss	\$25,000

\*Subject to a \$500,000 overall maximum for any one accident

Note: No aggregate limit for medical expense

## EXCLUSIONS AND LIMITATIONS We will not pay benefits for covered expenses incurred for:

- the examination, prescription, purchase, or fitting of eyeglasses, contact lenses, or hearing aids;
- treatment by a person employed or retained by you or your subsidiaries or affiliates and for which no charge is normally made; or
- care or treatment by a person who ordinarily lives in the insured's home or is a parent, grandparent, spouse, brother, sister, or child of either the insured or the insured's spouse.  
Nor will we pay benefits for loss or covered expenses resulting from:
- intentional self destruction or an attempt at it, or intentional self inflicted injury while sane or insane (if a Missouri contract, while sane);
- war or an act of war, declared or undeclared; or
- air travel unless the insured is a passenger on a regularly scheduled flight of a properly licensed commercial airline.  
Nor will we pay benefits for loss or covered expenses resulting from
- being intoxicated or under the influence of a narcotic unless it is administered on the advice of a doctor; and
- participation in a scheduled competitive event or meet by a person who is receiving benefits under the contract, unless he or she has a written statement from a doctor permitting such participation.  
We will not pay benefits for any loss or injury that is caused by or results from:
- a Covered Accident that occurs while a Covered Person is on active duty service in the military, naval or air force of any country or international organization. Upon receipt of proof of service, we will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- commission of, or attempt to commit, a felony.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof,

except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.

12. Medical expenses and disability for which the Covered Person is entitled to benefits under any Worker's Compensation Act.
  13. Any expense paid or payable by any other valid and collectible group insurance plan.
- In addition to the exclusions above, we will not pay Accident Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by:
14. treatment of sickness, disease or infections except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances.
  15. treatment of hernia, Gsgood-Schlatter's Disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, hernia, detached retina unless caused by an Injury, or mental disorder or psychological or psychiatric care or treatment (except as provided in the Policy), whether or not caused by a covered accident.
  16. pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.
  17. Mental and Nervous Disorders (except as provided in the Policy).
  18. Injury or loss contributed to by the use of drugs unless administered by a doctor.
  19. cosmetic surgery, except for reconstructive surgery needed as the result of an injury.
  20. any elective treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States.
  21. eyeglasses or contact lenses (except as provided in the Policy); hearing aids, wheelchairs, braces, appliances, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices.
  22. conditions that are not caused by a covered accident.
  23. participation in any activity or hazard not specifically covered by the Policy.
  24. any treatment, service or supply not specifically covered by the Policy.

#### Terms & Conditions:

1. Any exposure changes that deviate from the original enrollment form must be reported in writing.
2. Premiums are 100% fully earned and are non-refundable once the coverage begins.
3. Coverage will be effective upon receipt of the completed enrollment form and premium payment unless the desired effective date is later.
4. The expiration date is one full year from the effective date.
5. The benefits under the plan selected are excess to any valid and collectible coverage.

#### Additional Coverages

##### Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement

Do you want to add this coverage to the quote?

No, Thank you

Equipment & Contents (Inland Marine) (This is a separate coverage document)

#### Eligibility

Does the insured have leased/owned equipment that they want to insure?

No, Thank you

#### Eligibility

Do you want to include directors & officers coverage in this quote?

Yes

Coverage effective date(s):

01/03/2020 to  
01/03/2021

Number of full-time compensated employees (over 30 hours a week for 12 months):

0

Number of part-time compensated employees (under 30 hours a week for less than 12 months):

0

Number of volunteers:

6

Total Annual Revenue:

\$190,000

Are you renewing directors & officers coverage with Nationwide Mutual?

Yes

#### Additional Information

Date of incorporation:

01/01/2015

Tax ID  
number:

47-2073253

Total organization's assets on the financial statement:

\$ 40,000

Total organization's liabilities on the financial statement:

\$ 1,000

#### Coverage Limits

Maximum Aggregate

\$ 2,000,000

Retention (each claim)

\$ 1,000

Medical Payments for Directors & Officers	\$ 20,000
Cyber Privacy & Client Identity Theft Supplementary Payments Network Remediation Work	\$ 25,000
	\$ 10,000
Loss or Theft of Client "Personal Information"	Per Person /
	\$ 100,000
	Aggregate

#### Notable Exclusions:

Advertising Injury, Bodily Injury, Punitive damages, Pollutants, Fungi, Nuclear, Personal Injury, Property damage, Wrongful death.

#### Terms & Conditions:

1. Payment is 100% fully earned when coverage begins and is non-refundable.
2. Coverage will be effective at the date and time upon receipt of the completed enrollment form and premium payment unless the desired effective date is later. The expiration date is one full year from the effective date.

#### Directors & Officers Premium:

**\$950.00**

#### Additional Certificate Request:

Do you need to request any additional Certificate(s) of Insurance to present to a third party?		Yes
Entity name:	Germantown Park & Rec.	
Mailing address:	N112W17001 Mequon Rd	
City:	Germantown	State: Wisconsin Zip: 53022
Relationship:	Owner, manager or lessor of premises	
Entity name:	WSYBL	
Mailing address:	PO Box 683	
City:	Menomonee Falls	State: Wisconsin Zip: 53052
Relationship:	Owner, manager or lessor of premises	
Entity name:	Germantown Little League	
Mailing address:	N120W16017 Freistadt Rd	
City:	Germantown	State: Wisconsin Zip: 53022
Relationship:	Owner, manager or lessor of premises	
Entity name:	Germantown School District	
Mailing address:	Additional Insured, N104W13840 Donges Bay Rd	
City:	Germantown	State: Wisconsin Zip: 53022
Relationship:	Owner, manager or lessor of premises	
Entity name:	Kennedy Middle School Fields	
Mailing address:	W160N11836 Crusader Ct	
City:	Germantown	State: Wisconsin Zip: 53022
Relationship:	Owner, manager or lessor of premises	
Entity name:	Germantown High School Fields	
Mailing address:	N104W13840 Donges Bay Rd	
City:	Germantown	State: Wisconsin Zip: 53022
Relationship:	Owner, manager or lessor of premises	
Entity name:	Baseball365 Inc.	
Mailing address:	N11W29510 Kings Way	
City:	Waukesha	State: Wisconsin Zip: 53188

Relationship:	Owner, manager or lessor of premises			
Entity name:	Bullpen Tournaments - City of Westfield			
Mailing address:	711 East 191st Street			
City:	Westfield	State:	Indiana	Zip: 46074
Relationship:	Owner, manager or lessor of premises			

#### Warranty & Disclosure

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. K&K reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance contract.

#### Compensation and Other Disclosure Information

K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to [warranty@kandkinsurance.com](mailto:warranty@kandkinsurance.com).

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at [http://www.aon.com/market\\_relationships](http://www.aon.com/market_relationships) for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

#### Electronic Signature Disclosure and Consent

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction.

K&K Insurance Group (K&K), whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this on-line transaction, you acknowledge and consent to the following:

1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction and/or on-line registration process shall be requested by me by logging onto this website, or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
5. I understand that I may obtain a paper copy of any electronic record provided pursuant to this transaction or any subsequent transaction involving my coverage, either by printing a copy for my records or by mailing a written request by to the address provided in paragraph 4 hereof.
6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time, by mailing a written request to the address provided in paragraph 4 hereof.
8. Information relating to this transaction shall be maintained private and confidential and subject to the terms of our privacy statement, a copy of which is provided here [Privacy Policy](#).

☒ I have agreed to all of the above terms

Name of the person completing this form: First name: **jeff** Last name: **demichiel**  
Relationship to insured: **President**

#### Cost Summary

<b>Commercial General Liability:</b>	<b>\$ 3,161.25</b>
Sexual Abuse/Sexual Molestation:	<b>Not Covered</b>
<b>Total Commercial General Liability &amp; Participant Accident:</b>	<b>\$ 3,161.25</b>
<b>Total Equipment &amp; Contents (Inland Marine):</b>	<b>Not Covered</b>
<b>Total Directors &amp; Officers Liability:</b>	<b>\$ 950.00</b>
<b>Total Cost</b>	<b>\$ 4,111.25</b>

<b>Total Amount Due</b>	<b>\$4,111.25</b>
-------------------------	-------------------

**\* Cost subject to change if not completing purchase same day as quoting \***

This summary is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions, as they may change from one coverage period to the next. Please remember that you will receive evidence of coverage immediately if purchased online. You may request a copy of the full policy by submitting a written request.

Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group (where applicable). An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience.



## **Fraud Warning**

### **Applicable in AL, AR, DC, LA, MD, NM, RI and WV**

Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

### **Applicable in CO**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

### **Applicable in FL and OK**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

### **Applicable in KS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

### **Applicable in KY, NY, OH and PA**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties\* (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

### **Applicable in ME, TN, VA and WA**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

### **Applicable in NJ**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### **Applicable in OR**

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

# Germantown School District

## Facility Request-Fee Waiver Form for 2020-2021 School Year

Community groups or individuals may be permitted and are encouraged to use school facilities when such use does not interfere with the regular school program. Use is granted to groups in priority order with the District having first priority (1), the next priority group (3) Germantown School District affiliated groups, community groups, including Parks and Recreation Department(s), with all other organizations or individuals per their designated priority groups in (4, or 5). Any student, student related, civic, or non-commercial group may petition the Germantown School District Board of Education to have fees waived and should be in attendance at the Board meeting that the waiver is considered.

Individuals or groups requesting a fee waiver must complete the following information and submit the request to the Office of Business and Auxiliary Services prior to the first (1<sup>st</sup>) Monday of each month for consideration by the Board at its 1<sup>st</sup> regular monthly meeting typically held the second (2nd) Monday of each month. Completed waivers may be dropped off or mailed to the District's Business Office at N104 W13840 Donges Bay Road, Germantown, WI, 53022 or if completing electronically, the form must be saved on your personal device ahead of submitting and emailed to [doorsecurity@gsdwi.org](mailto:doorsecurity@gsdwi.org)

Date Submitted: June 15, 2020

### I. Contact Information:

Name, Mailing Address, & Email Address of Organization/Individual:

Anne Caskey (Badgerette Pom, Inc.) 1658 Legend Hill Lane, Waukesha, WI 53189 [anne@badgerettepompon.com](mailto:anne@badgerettepompon.com)

Name, Mailing Address, & Email Address of Main Contact; if different from above:

Chelsea Lovell (GHS Warchix Coach) [clovell@gsdwi.org](mailto:clovell@gsdwi.org) & Lindsay Lauters/ Nealy Fraser (Gtown Rec. Poms) [lindsay.lauters@gmail.com](mailto:lindsay.lauters@gmail.com) and [gtownrecpoms@gmail.com](mailto:gtownrecpoms@gmail.com)

Primary Cell/Phone Number: (262)255-9581 Secondary Cell/Phone Number: (920)252-2468 Chelsea  
(262)357-1417 Lindsay/Nealy

### II. Facility Request information:

Date(s) Requested: February 27 or February 28, 2021 Facility Requested: GHS Fieldhouse & Gym (also PAC)

Time of Day Facility is needed (from when to when): 7:30am - approx. 6:30pm

General Questions:

1. Does this event directly benefit regular school programming? X Yes      No
2. Is this a fundraising civic or non-commercial event? X Yes concessions No
3. Are you recognized by the IRS as a Non-Profit?      Yes X No
4. What percentage of your organization's membership are GSD residents? 3/4 teams attending
5. Does your organization/group charge a membership fee to your participants      Yes X No

### III. Briefly describe your reason(s) for requesting a fee waiver in the space below:

\* Badgerette Pom Pon Inc. is Wisconsin based and celebrating 50 years of business. Each Winter we partner with area schools to "host" Our annual Spirit competition. We have had it at GHS in past years. GHS Warchix & Rec. Dept. will partner to run and profit 100% from concessions, they will also receive 50% of all ticket sales at the door. Badgerette will be responsible for all other finances in running this large event (advertising, awards, judges, staff, announcer etc.)

#### FOR OFFICE USE ONLY

Fee Waiver Approved

Fee Waiver Denied

Special Conditions if Approved or Reason for Denial - See attached\*

Date Received: 6.15.2020 Confirmed by: [Signature] Date:         

Return completed form to: Office of Business & Auxiliary Services, N104 W13840 Donges Bay Road, Germantown, WI, 53022



**BOARD POLICY MANUAL****GERMANTOWN SCHOOL DISTRICT**

Page 1 of 2

**USE OF FACILITIES FEE STRUCTURE**

Fee worksheet to estimate application fee and facility usage charge for gymnasiums and other co-curricular areas.

**2 FACILITY/ROOM NEEDS**

Main High School Gym	\$50	Per Hr.	X	12.5	hours	\$ 625.00
Field House Lobby	\$40	Per Hr.	X	10.5	hours	\$ 420.00
Field House Courts (4 each x \$60)	\$240	Per Hr.	X	12.5	hours	\$ 3000.00
Scoreboard	\$20	Per Hr.	X	1	hours	\$ 20.00
Cafeteria/Commons	\$40	Per Hr.	X	10.5	hours	\$ 420.00
Kitchen (**Cook required)	\$	Per Hr.	X	0	hours	\$ -

**3 EMPLOYEE NEEDS**

*Computer Aide	\$	Per Hr.	X	0	hours	\$ -
**Cook	\$	Per Hr.	X	0	hours	\$ -
Custodian (set ups, cleaning, etc.)	\$	Per Hr.	X	0	hours	\$

Name of employee in place of custodian: \_\_\_\_\_

**4 ADDITIONAL SERVICES**

Priority Group #5

Use of Germantown High School

Time for Gym & Field House includes 2  
hr. Set Up the Night Before

\*Group will supply Certificate of

Liability Prior to Use

\$ -

Total Charges

\$ 4485.00

Group Name

Badgerette Pom Pon Inc.

Person In Charge

Anne Caskey

Building Principal

Joel Farren/Sara Unertl

NOTES:

7.2.2020-bjm

## Germantown School District Application for Facility Use

N104 W13840 Donges Bay Road

Germantown, WI 53022

(262) 253-3900

**\*\*Must be completed and returned at least 14 days prior to the date(s) being requested, but no earlier than nine (9) month prior to requested day\*\***

BADGERETTE POM PON INC ~ 2021 WI SPIRIT CHAMPIONSHIPS Applicant Organization			
ANNE Applicant First Name	CASKEY Last Name	YES 21 or older?	
1658 LEGEND HILL LANE Address	WAUKESHA City	WI State	53189 Zip
262-255-9581 Phone Number	Anne@badgerettepompon.com Email: (Print Clearly)		

Check One:     ☒ GSD Curricular or Co-Curricular Group (Must be funded thru GSD)

☐ Non-for-Profit Organization     ☒ Business Organization

\* Event produced by Badgerette & hosted by GHS  
Warchix & Germantown Powers (Rec.) to run/profit  
from all concessions!

Attach proof of insurance and non-for-profit status (if applicable)

What is the Title of the Event: 2021 WISCONSIN SPIRIT CHAMPIONSHIP

Type of Event: POM & DANCE COMPETITION Total Expected Participants & Attendees: 700 - 1,500

Date of Use: 2/27/2021 (Date range if being used for a seasonal program.) Ending Date of Use: \* same

Days of the Week Being Requested: Sunday Monday Tuesday Wednesday Thursday Friday Saturday  
(Please Circle)

Start Time: 7:30 AM AM / PM                      Ending Time: 6:00 PM AM / PM

If additional time is required for set up prior to the event or tear down after, please give time being requested:

Hours Before: 3 (\* night before) Hours After: 2 hrs

Germantown High School, Performing Arts Center (PAC) use must be requested on PAC Request form, which can be obtained by emailing [GtownPac@gsdwi.org](mailto:GtownPac@gsdwi.org)

What School Building are you requesting: (Please Circle)

Amy Belle   County Line   MacArthur   Rockfield   Kennedy Middle   Germantown High School

Area/Room you are requesting: (Please Circle)

Cafeteria YES	Elementary Gym	KMS Blue Gym	KMS Gold Gym
GHS Field House YES	GHS Main Gym YES	GHS Fitness Center	GHS Track
FH # of Courts <u>ALL</u>	Weights/Yoga/Cardio	Pool	Elem. Art Room
Classroom: Specific Classroom # _____	# of Classrooms _____	Library	Misc LOBBY & CONCESSIONS

(Classroom use approval is given on an individual basis and **not** automatically approved.)

**Only one door entrance will be programmed for your use, and that entrance will be the door closest to your location use. Per Germantown Board of Education Policy, an adult door monitor must be present for doors unlocked for your use.**

**Door access points , determined by GSD. If you have questions about your access point, please contact your school office or person you are working with for your requested use.**

Do you require any additional items? Chairs 10 Tables 12

What special requirements / needs are you requesting for your use?

Locker Rooms, Bathrooms etc. in addition of field house and gyms

Do you require any AV Equipment: (Please Circle)

Speaker System – Yes or No

Screen – Yes or No

Projector – Yes or No

I understand fees may be associated with my use, if I fall under those Board Policy priority groups, and that I must request and submit the proper waiver request forms to the Board of Education within 30 days of my scheduled use.

The undersigned applicant or organization agrees by all policies, rules and regulations of the School District governing the use of building and grounds as a consideration for being permitted to use the school facilities and equipment, and that the rules are obeyed and carried out; to assume responsibility for and make good on any damages what-so-ever resulting from use and further agrees to hold the Board of Education and its officers, agents, and employees free and harmless on any account from any claims arising out of the use of the school facilities controlled by the Board of Education.

ANNE CASKEY

Applicant Name (Print)

Applicant Signature

JUNE 15, 2020

Date

Building Principal Name (Print)

Building Principal Signature

Date

Date Received by School/District: <u>6.15.2020</u>	Received By: (Initial/Signature) <u>[Signature]</u>	School Dude Schedule ID Assigned:
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## Germantown School District

### Facility Request-Fee Waiver Form for 2020-2021 School Year

Community groups or individuals may be permitted and are encouraged to use school facilities when such use does not interfere with the regular school program. Use is granted to groups in priority order with the District having first priority (1), the next priority group (3) Germantown School District affiliated groups, community groups, including Parks and Recreation Department(s), with all other organizations or individuals per their designated priority groups in (4, or 5). Any student, student related, civic, or non-commercial group may petition the Germantown School District Board of Education to have fees waived and should be in attendance at the Board meeting that the waiver is considered.

Individuals or groups requesting a fee waiver must complete the following information and submit the request to the Office of Business and Auxiliary Services prior to the first (1<sup>st</sup>) Monday of each month for consideration by the Board at its 1<sup>st</sup> regular monthly meeting typically held the second (2<sup>nd</sup>) Monday of each month. Completed waivers may be dropped off or mailed to the District's Business Office at N104 W13840 Donges Bay Road, Germantown, WI, 53022 or if completing electronically, the form must be saved on your personal device ahead of submitting and emailed to [doorsecurity@gsdwi.org](mailto:doorsecurity@gsdwi.org)

Date Submitted: 6/24/2020

#### I. Contact Information:

Name, Mailing Address, & Email Address of Organization/Individual:

Germantown School PTAs W154 N11492 Fond du Lac Ave Germantown, WI ewarborg@gmail.com

Name, Mailing Address, & Email Address of Main Contact; if different from above:

Erin Waburg N114 W15533 Daniels Dr Germantown WI ewarborg@gmail.com

Primary Cell/Phone Number: 262-422-2197 Secondary Cell/Phone Number: 262-251-1812

#### II. Facility Request Information:

Date(s) Requested: 2020-2021 School Year Facility Requested: GHS, KHS, Harritsburg, Amy Belle Rock Field, County Line

Time of Day Facility is needed (from when to when): Varies

#### General Questions:

1. Does this event directly benefit regular school programming? ☒ Yes ☐ No
2. Is this a fundraising civic or non-commercial event? ☒ Yes ☐ No
3. Are you recognized by the IRS as a Non-Profit? ☒ Yes ☐ No
4. What percentage of your organization's membership are GSD residents? 100%
5. Does your organization/group charge a membership fee to your participants? ☒ Yes ☐ No

#### III. Briefly describe your reason(s) for requesting a fee waiver in the space below:

The Germantown PTAs directly benefit all 6 of the Germantown schools and provide important financial assistance + programming to GSD students, families + schools

FOR OFFICE USE ONLY		
Fee Waiver Approved	Fee Waiver Denied	Special Conditions If Approved or Reason for Denial - See attached*

Date Received: 6.24.2020 Confirmed by: \_\_\_\_\_ Date: \_\_\_\_\_

Return completed form to: Office of Business & Auxiliary Services, N104 W13840 Donges Bay Road, Germantown, WI, 53022

*Erin Waburg*

**USE OF FACILITIES FEE STRUCTURE**

Fee worksheet to estimate application fee and facility usage charge for gymnasiums and other co-curricular areas.

**2 FACILITY/ROOM NEEDS**

Amy Belle Library	\$7.50	Per Hr.	X	13.5	hours	\$	101.25
County Line Library	\$7.50	Per Hr.	X	13.5	hours	\$	101.25
MacArthur Gym	\$3.75	Per Hr.	X	18	hours	\$	67.50
Rockfield Cafetorium	\$8.75	Per Hr.	X	13.5	hours	\$	118.13
Kennedy Middle Gold Activities Center	\$7.50	Per Hr.	X	18	hours	\$	135.00
Germantown High Library	\$7.50	Per Hr.	X	22.50	hours	\$	168.75

**3 EMPLOYEE NEEDS**

*Computer Aide	\$	Per Hr.	X	0	hours	\$	-
**Cook	\$	Per Hr.	X	0	hours	\$	-
Custodian (set ups, cleaning, etc.)	\$	Per Hr.	X	0	hours	\$	-

Name of employee in place of custodian: \_\_\_\_\_

**4 ADDITIONAL SERVICES**

Priority Group #3

Locations are Different

Mtg. Time Frames Differ Depending on  
the Building

25% of Fee per Location in Bldg. \$ -

\*Each Bldg. Supplies the Business

Office with Certificate of Liabilities

Total Charges \$ 691.88

Group Name

District Wide PTA

Person In Charge

Various

Building Principal

Multiple Principals

**NOTES:**

7.2.2020-bjm

# Germantown School District

## Facility Request-Fee Waiver Form for <sup>2020-2021</sup>~~2019-2020~~ School Year

Community groups or individuals may be permitted and are encouraged to use school facilities when such use does not interfere with the regular school program. Use is granted to groups in priority order with the District having first priority (1), the next priority group (3) Germantown School District affiliated groups, community groups, including Parks and Recreation Department(s), with all other organizations or individuals per their designated priority groups in (4, or 5). Any student, student related, civic, or non-commercial group may petition the Germantown School District Board of Education to have fees waived and should be in attendance at the Board meeting that the waiver is considered.

Individuals or groups requesting a fee waiver must complete the following information and submit the request to the Office of Business and Auxiliary Services prior to the first (1<sup>st</sup>) Monday of each month for consideration by the Board at its 1<sup>st</sup> regular monthly meeting typically held the second (2<sup>nd</sup>) Monday of each month. Completed waivers may be dropped off or mailed to the District's Business Office at N104 W13840 Donges Bay Road, Germantown, WI, 53022 or if completing electronically, the form must be saved on your personal device ahead of submitting and emailed to [doorsecurity@gsdwi.org](mailto:doorsecurity@gsdwi.org)

Date Submitted: 6-30-20

### I. Contact Information:

Name, Mailing Address, & Email Address of Organization/Individual:

Wisconsin Test Prep, LLC 1114 N 9551 Water St. Meno. Falls, WI 5305

Name, Mailing Address, & Email Address of Main Contact; if different from above:

Primary Cell/Phone Number: 262-385-5148 Secondary Cell/Phone Number: 262-389-0410

### II. Facility Request information:

Date(s) Requested: October 2020 - June 2021 Facility Requested: Room A106 @ GHS

Time of Day Facility is needed (from when to when): 7-9 pm

#### General Questions:

1. Does this event directly benefit regular school programming? ☒ Yes ☐ No
2. Is this a fundraising civic or non-commercial event? ☐ Yes ☒ No
3. Are you recognized by the IRS as a Non-Profit? ☐ Yes ☒ No

4. What percentage of your organization's membership are GSD residents? 95%+
5. Does your organization/group charge a membership fee to your participants ☒ Yes ☐ No

### III. Briefly describe your reason(s) for requesting a fee waiver in the space below:

Our program prepares students for the ACT exam. We have been partners with GHS for more than 15 years and have helped more than 1,000 students prepare for this important college entrance test. We also give back to GHS events like the scholarship foundation

FOR OFFICE USE ONLY		
Fee Waiver Approved	Fee Waiver Denied	Special Conditions if Approved or Reason for Denial - See attached*

Date Received: 6.30.2020 Confirmed by: [Signature] Date: Feast: Follie etc

Return completed form to: Office of Business & Auxiliary Services, N104 W13840 Donges Bay Road, Germantown, WI, 53022

## USE OF FACILITIES FEE STRUCTURE

Fee worksheet to estimate application fee and facility usage charge for gymnasiums and other co-curricular areas.

## 2 FACILITY/ROOM NEEDS

Main High School Gym	\$	Per Hr.	X	0	hours	\$	-
Regular/Auxillary Gym	\$	Per Hr.	X	0	hours	\$	-
IMC/Cafeteria	\$	Per Hr.	X	0	hours	\$	-
Labs (*Computer Aide Required)	\$	Per Hr.	X	0	hours	\$	-
Classroom-GHS	\$6.25	Per Hr.	X	75	hours	\$	468.75
Kitchen (**Cook required)	\$	Per Hr.	X	0	hours	\$	-

## 3 EMPLOYEE NEEDS

*Computer Aide	\$	Per Hr.	X	0	hours	\$	-
**Cook	\$	Per Hr.	X	0	hours	\$	-
Custodian (set ups, cleaning, etc.)	\$	Per Hr.	X	0	hours	\$	-

Name of employee in place of custodian: \_\_\_\_\_

## 4 ADDITIONAL SERVICES

Group Priority #3  
 25% of \$25/hr. Charge  
 2020-2021 ACT Prep & Test Dates  
 Even though they are a business, they  
 Are affiliated with the High School &  
 Over 50% of Participants are  
 Germantown School District residents  
 Hours of Use Include Set Up Time  
 \*Certificate of Liability Forthcoming

\$ -

Total Charges \$ 468.75

Group Name

Wisconsin Test Prep LLC

Person In Charge

Denise & Keith Moen

Building Principal

Joel Farren

NOTES:

7.2.2020-bjm

# Germantown School District Application for Facility Use

N104 W13840 Donges Bay Road

Germantown, WI 53022

(262) 253-3900

**\*\*Must be completed and returned at least 14 days prior to the date(s) being requested, but no earlier than nine (9) month prior to requested day\*\***

Applicant Organization <u>Wisconsin Test Prep, LLC</u>			
Applicant First Name <u>Denise</u>	Last Name <u>Moer</u>		21 or older? <u>Yes</u>
Address <u>W164 N9551 Water St</u>	City <u>Meno. Falls</u>	State <u>WI</u>	Zip <u>53051</u>
Phone Number <u>262.385.5148</u>	Email: (Print Clearly) <u>wisconsinestprep@gmail.com</u>		

Check One: ☐ GSD Curricular or Co-Curricular Group (Must be funded thru GSD)  
☐ Non-for-Profit Organization ☒ Business Organization

Attach proof of insurance and non-for-profit status (if applicable)

What is the Title of the Event: ACT preparation classes

Type of Event: Academics Total Expected Participants & Attenders: 15-25 per clas

Date of Use: 10/20 (Date range if being used for a seasonal program.) Ending Date of Use: 6/21

Days of the Week Being Requested: Sunday Monday Tuesday Wednesday Thursday Friday Saturday  
(Please Circle)

Start Time: 7:00 AM PM Ending Time: 9:00 AM PM

If additional time is required for set up prior to the event or tear down after, please give time being requested:

Hours Before: 15 min Hours After: 15 min

Germantown High School, Performing Arts Center (PAC) use must be requested on PAC Request form, which can be obtained by emailing [GtownPac@gsdwi.org](mailto:GtownPac@gsdwi.org)

What School Building are you requesting: (Please Circle)

Amy Belle County Line MacArthur Rockfield Kennedy Middle Germantown High School



Area/Room you are requesting: (Please Circle)

Cafeteria	Elementary Gym	KMS Blue Gym	KMS Gold Gym
GHS Field House	GHS Main Gym	GHS Fitness Center	GHS Track
FH # of Courts _____	Weights/Yoga/Cardio	Pool	Elem. Art Room
<u>Classroom:</u> Specific Classroom # <u>A106</u>	# of Classrooms _____	Library	Misc

(Classroom use approval is given on an individual basis and not automatically approved.)

Only one door entrance will be programmed for your use, and that entrance will be the door closest to your location use. Per Germantown Board of Education Policy, an adult door monitor must be present for doors unlocked for your use.

Door access points, determined by GSD. If you have questions about your access point, please contact your school office or person you are working with for your requested use.

Do you require any additional items? Chairs N/A Tables N/A

What special requirements / needs are you requesting for your use?

Smartboard/projector (it's already mounted on ceiling for the smartboard)

Do you require any AV Equipment: (Please Circle)

Speaker System - Yes or No

Screen - Yes or No

Projector - Yes or No

I understand fees may be associated with my use, if I fall under those Board Policy priority groups, and that I must request and submit the proper waiver request forms to the Board of Education within 30 days of my scheduled use.

The undersigned applicant or organization agrees by all policies, rules and regulations of the School District governing the use of building and grounds as a consideration for being permitted to use the school facilities and equipment, and that the rules are obeyed and carried out; to assume responsibility for and make good on any damages what-so-ever resulting from use and further agrees to hold the Board of Education and its officers, agents, and employees free and harmless on any account from any claims arising out of the use of the school facilities controlled by the Board of Education.

Denise Moen  
Applicant Name (Print)

Denise Moen  
Applicant Signature

6-29-20  
Date

JF/bj  
Building Principal Name (Print)

JF/bj  
Building Principal Signature

          
Date

Date Received by School/District: <u>6.29.2020</u>	Received By (Initial/Signature) <u>bj</u>	School Dude Schedule ID Assigned:
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## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education

**TOPIC:** Policy Changes

**FROM:** Brenda O'Brien

**BOARD MEETING:** July 13, 2020

**DATE:** July 1, 2020

**AGENDA ITEM:** IX.C.

The recommended changes to Policy 2421 and 2260 come as a result of the Civil Rights audit that occurred in January, 2020. One of the corrective actions from the audit is to change the language of Policy 2421 to include the protected class "sex" rather than "gender".

The audit also revealed that Mr. Nowak and Ms. O'Brien were listed as compliance officers in Policy 3122, 4122, 5517, 3362, 4362; however, Mr. Holmes and Ms. O'Brien were listed in Policy 2260. Therefore, the corrective action is to change Policy 2260 to be consistent with all the other policies and add the email addresses of the listed individuals, where necessary.

**RECOMMENDATION:** Approve the recommended changes to Policy 2421 and 2260 for the reasons stated.



Book	Policy Manual
Section	2000 Program
Title	VOCATIONAL-TECHNICAL EDUCATION PROGRAM
Code	po2421
Status	Active
Adopted	August 22, 2011

#### 2421 - VOCATIONAL-TECHNICAL EDUCATION PROGRAM

The Board of Education recognizes that not all students wish to stay involved in formal education beyond high school and must, therefore, be prepared to enter the labor force as productive workers.

For purposes of this policy, "vocational education" shall be defined as a program designed to provide educational experiences and guidance for students to plan and prepare for a future:

- A. in the labor market as employable individuals immediately after graduation with productive, saleable skills;
- B. in education beyond high school with the opportunity to gain a marketable job skill(s) that will assist them in achieving career goals;
- C. in the world of work while continuing their education in order to help offset higher education expenses.

The Board shall provide a vocational education program which shall include:

- A. Industrial-Technical Education;
- B. Family and Consumer Science;
- C. Business Education.

The Board directs that any efforts to recruit students to participate in a particular vocational program must include literature and comparable recruitment efforts for disabled students in a format and context in which they can communicate.

The vocational education program may also include a work-study program involving the employment of qualified students.

The work study programs are available to students without regard for race; religion; pregnancy; marital or parental status; ~~gender~~ sex or ~~gender~~ sexual orientation; color; national origin; ancestry; creed; physical, mental, emotional, or learning disability; or age. The District Administrator is to ensure that application forms for work- study programs contain a notice of nondiscrimination and that each employer associated with a work-study program has provided assurance of nondiscrimination on the basis of race; religion; ancestry; creed; color; pregnancy; marital or parental status; ~~gender~~ sex or ~~gender~~ sexual orientation; physical, mental, emotional, or learning disability; national origin; and age prior to the time the students are selected and/or assigned.

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Legal	118.01(2)(b), 118.15(1)(b), Wis. Stats. P.I. 8.01(2)(k)(2b), 8.01(2)(l), Wis. Adm. Code
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Book	Policy Manual
Section	2000 Program
Title	NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY
Code	po2260
Status	Active
Adopted	August 22, 2011
Last Revised	July 29, 2019

#### 2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

The Board of Education is committed to providing an equal educational opportunity for all students in the District.

The Board does not discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including transgender status, change of sex or gender identity), or physical, mental, emotional, or learning disability ("Protected Classes") in any of its student program and activities. This policy is intended to support and promote nondiscriminatory practices in all District and school activities, particularly in the following areas:

- A. use of objective bases for admission to any school, class, program, or activity;
- B. prohibition of harassment towards students and procedures for the investigation of claims (see Policy 5517);
- C. use of disciplinary authority, including suspension and expulsion authority;
- D. administration of gifts, bequests, scholarships and other aids, benefits, or services to students from private agencies, organizations, or persons;
- E. selection of instructional and library media materials in a nondiscriminatory manner and that reflect the cultural diversity and pluralistic nature of American society;
- F. design and implementation of student evaluation practices, materials, and tools, but not at the exclusion of implementing techniques to meet students' individual needs;
- G. design and configuration of facilities;
- H. opportunity for participation in extra-curricular and co-curricular activities provided that separate programs for male and female students may be available provided comparable activities are made available to all in terms of type, scope, and District support; and
- I. the school lunch program and other school-sponsored food service programs.

The Board is also committed to equal employment opportunity in its employment policies and practices as they relate to students. The Board's policies pertaining to employment practices can be found in Policy 1422, Policy 3122, and Policy 4122 - Nondiscrimination and Equal Employment Opportunity.

In furtherance of the aforesaid goal, the District Administrator shall:

##### A. Curriculum Content

1. review current and proposed courses of study and textbooks to detect any bias based upon the Protected Classes ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both sexes various races, ethnic groups, etc. toward the development of human society;
2. provide that necessary programs are available for students with limited use of the English language;

##### B. Staff Training

develop an ongoing program of staff training and in-service training for school personnel designed to identify and solve problems of bias based upon the Protected Classes in all aspects of the program;

##### C. Student Access

1. review current and proposed programs, activities, facilities, and practices to ensure that all students have equal access thereto and are not segregated on the basis of the Protected Classes in any duty, work, play, classroom, or school practice, except as may be permitted under State regulations;
2. verify that facilities are made available in a non-discriminatory fashion, in accordance with Board Policy 7510 - Use of District Facilities, for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society;

#### D. District Support

require that like aspects of the District program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

#### E. Student Evaluation

verify that tests, procedures, or guidance and counseling materials, which is/are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the Protected Classes.

The District Administrator shall appoint and publicize the name of the compliance officer(s) who is/are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or equal access. The Compliance Officer(s) also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), is provided to students, their parents, staff members, and the general public.

The District Administrator shall attempt annually to identify children with disabilities, ages 3 - 21, who reside in the District but do not receive public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient, including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit guidelines and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis.

#### Reporting Procedures

Students, parents and all other members of the School District community are encouraged to promptly report suspected violations of this policy to a teacher or administrator. Any teacher or administrator who receives such a complaint shall file it with the District's Compliance Officer at his/her first opportunity.

Students who believe they have been denied equal access to District educational opportunities, in a manner inconsistent with this policy may initiate a complaint and the investigation process that is set forth below. Initiating a complaint will not adversely affect the complaining individual's participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with the knowledge that it is false.

#### District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (hereinafter referred to as the "COs").

~~Jeff Holmes~~ Michael Nowak  
~~District Administrator~~ Director of Human Resources  
N104W13840 Donges Bay Road  
Germantown, WI 53022  
262-253-3900  
~~jholmes@gsdwi.org~~ mnowak@gsdwi.org

Brenda O'Brien  
Director of Teaching and Learning  
N104W13840 Donges Bay Road  
Germantown, WI 53022  
262-253-3900  
bobrien@gsdwi.org

The names, titles, and contact information of these individuals will be published annually:

- A. in the staff handbooks.

- B. on the School District's website.

A CO will be available during regular school/work hours to discuss concerns related to student discrimination in educational opportunities under this policy.

#### Investigation and Complaint Procedure

The CO shall investigate any complaints brought under this policy. Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All complaints must include the following information to the extent it is available: a description of the alleged violation, the identity of the individual(s) believed to have engaged in, or to be actively engaging in, conduct in violation of this policy, if any; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the report by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken during the investigatory phase to protect the Complainant from further loss of educational opportunity, including but not limited to a change of class schedule for the complainant, tentative enrollment in a program, or other appropriate action. In making such a determination, the CO should consult the Principal prior to any action being taken. The Complainant should be notified of any proposed action prior to such action being taken.

As soon as appropriate in the investigation process, the CO will inform any individual named by the Complainant in connection with an alleged violation of this policy, that a complaint has been received. The person(s) must also be provided an opportunity to respond to the complaint.

All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible, in consideration of the circumstances, while taking measures to complete a thorough investigation. The complaining party shall be notified in writing of receipt of the complaint within forty-five (45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt unless additional time is agreed to by the complaining party.

The investigation will include:

- A. interviews with the Complainant;
- B. interviews with any persons named in the complaint;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definitions in this Policy, as well as in State and Federal law as to whether the Complainant has been denied access to educational opportunities on the basis of one (1) of the protected classifications, based on a preponderance of evidence standard. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board Attorney before finalizing the report to the District Administrator.

Absent extenuating circumstances, within ten (10) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding or request the complaint further investigation. A copy of the District Administrator's final decision will be delivered to the complainant.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above. The decision of the District Administrator will be reviewed by the Board upon request.

If the complainant feels that the decision does not adequately address the complaint s/he may appeal the decision to the State Superintendent of Public Instruction by submitting a written request to the Wisconsin Department of Public Instruction, Pupil Nondiscrimination Program, or by contacting the DPI Pupil Nondiscrimination Program at (608) 267-9157.

The Board reserves the right to investigate and resolve a complaint or report of regardless of whether the member of the School District community or third party chooses to pursue the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

#### **Additional School District Action**

If the evidence suggests that any conduct at issue violates any other policies of the Board, is a crime, or requires mandatory reporting under the Children's Code (Sec. 48.981, Wis. Stat.), the CO or District Administrator shall take such additional actions as necessary and appropriate under the circumstances, which may include a report to the appropriate social service and/or law enforcement agency charged with responsibility for handling such investigations.

#### **Confidentiality**

The District will make reasonable efforts to protect the privacy of any individuals involved in the investigation process. Confidentiality cannot be guaranteed, however. All Complainants proceeding through the investigation process should be advised that as a result of the investigation, allegations against individuals may become known to those individuals, including the Complainant's identity.

During the course of an investigation, the CO will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

All public records created as a part of an investigation will be maintained by the CO in accordance with the Board's records retention policy (see Policy 8310). Any records which are considered student records in accordance with the state or Federal law will be maintained in a manner consistent with the provisions of the law.

Revised 6/25/18

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## Legal

118.13 Wis. Stats.

P.I. 9, 41, Wis. Adm. Code

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendments Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964

42 U.S.C. Section 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, 1979

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education  
**FROM:** Todd Lamb,  
Director of Pupil Services  
**DATE:** July 9, 2020

**TOPIC:** Sunbelt Staffing,  
IEP Nursing Services  
**BOARD MEETING:** July 13, 2020  
**AGENDA ITEM:** IX.D.

Following much difficulty maintaining a consistency of staff for student specific IEP nursing services during the fall of 2018, which was due to the shortage of nurses available, the Client Services Agreement with Sunbelt Staffing was approved during November 2018. While this overall agreement does not expire, it is necessary to update the Client Assignment Confirmation for the 2020-2021 school year to maintain the consistency of services for this hard-to-fill position.

UPDATE JULY 13th: For continuity of services that are required to be available for a student to attend school, it is recommended that the Client Assignment Confirmation be approved. Should the services not be needed for the student due to COVID-19 or other factors during the school year, the services could be reassigned to support a variety of other health related needs throughout the district.

The student is participating in on-site summer activities that began on July 6, 2020. Therefore a separate agreement for services during the summer months has been executed in order to allow the student access to safely participate.

**FUNDING SOURCE:** IDEA Flow-Through

**RECOMMENDATION:** Approve the Client Assignment Confirmation with Sunbelt Staffing for a Registered Nurse during the 2020-2021 school year at a rate of \$60.50 per hour for services needed.





## Cover Sheet

Please return signed Client Services Agreement to:

Account Executive:

Britt Lalley

Sunbelt Staffing, LLC  
3687 Tampa Road, Suite 200  
Oldsmar, Florida 34677

Direct Telephone:

813-792-3412

Secure Fax:

877-831-8513

Account Executive Email:

Britt.Lalley@sunbeltstaffing.com

Executed Client Services Agreement to be returned to:

Client Facility:

Germantown School District

Client Contract Contact:

Todd Lamb

Phone Number:

262-253-3900

Email Address or Fax Number:

tlamb@gadwi.org

# Sunbelt Staffing

## Client Services Agreement School Division

Sunbelt Staffing, LLC, a Florida corporation (hereafter referred to as "Sunbelt") and  
Germantown School District

whose location is

(Client Name)

N104W13840 Donges Bay Road

(Street Address)

Germantown, WI 53022

(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

Sunbelt, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Sunbelt will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor that each Consultant shall be an employee of Sunbelt and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.

### 3. Telepractice Services.

Sunbelt, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A - Client Assignment Confirmation, an Addendum B - Teleservices Provisions, Addendum C - Duties and Responsibilities and Addendum D - VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

### 4. Insurance.

Sunbelt will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$2,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

### 5. Competency and Licensing.

Sunbelt will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Sunbelt will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate Consultant records that Sunbelt may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Sunbelt will do its due diligence to ascertain the professional and applicable Department of Education and Wisconsin Department of Public Instruction licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

### 6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Sunbelt is not providing nursing or healthcare services, but rather is providing candidate

# Sunbelt Staffing

identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Sunbelt is not responsible for the Consultant's on-site performance given that Sunbelt does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Sunbelt's Consultant should be reported in writing and directly to Sunbelt immediately so that Sunbelt may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

## 7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Sunbelt for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through Sunbelt. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Sunbelt upon start date.

## 8. Equal Opportunity.

It is the policy of Sunbelt to provide equal opportunity to all Consultants for employment. Sunbelt and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

## 9. Professional Fees.

Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify Sunbelt if pre-approval is required for any or all overtime hours prior to any such hours being worked. Client contract with a Consultant requiring relocation, Client will pay a one-time fee of four hundred dollars (\$400.00) to cover travel and relocation expenses for each Consultant assigned to Client facility(ies).

## 10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within fifteen (15) days of receipt of invoices. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Sunbelt reserves the right to approve or to discontinue any extension of credit and the terms governing such credit. Should billing disputes arise, Client shall notify Sunbelt in writing within thirty (30) days of the receipt of the disputed invoice. Once the dispute has been addressed and all required corrections/adjustments have been made the original payment terms and default after 30 days will be in place.

## 11. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Sunbelt in writing within three (3) business days of alleged failure. Failure to notify Sunbelt within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultant. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultant. Failure to notify Sunbelt prior to the fourth (4a) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Consultant.

## 12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

# Sunbelt Staffing

## 13. Incident and Error Tracking.

Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

## 14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Sunbelt Staffing's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt Staffing within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Sunbelt Staffing concurrently with Client. If Sunbelt Staffing's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt Staffing and Sunbelt Staffing's Consultant.

## 15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Sunbelt facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Sunbelt has been notified prior to final incident or Client determines, in its sole discretion, that a single incident warrants immediate dismissal prior to Sunbelt's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Sunbelt shall have five (5) business days to refill the position in the event of termination with cause. Should Sunbelt identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

## 16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days' notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

## 17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

## 18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

## 19. Unscheduled Facility Closure Policy.

Sunbelt will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or

# Sunbelt Staffing

manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, snow events, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$100 per day for each day that the Consultant (s) is unable to work by virtue of such Unscheduled Closure.

## 20. Multiple Locations.

If client requires Consultant to travel in a personal vehicle to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

## 21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager. The Sunbelt manager contact is:

Sunbelt Division Director, Telephone: Kim Western, 813-792-3433

## 22. Indemnification.

To the extent permitted by law, each party will be responsible for damages associated with third party claims to the extent of their respective negligence, willful misconduct or breach of this agreement.

## 23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Sunbelt Staffing shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt Staffing and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt Staffing and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

## 24. Family Education Rights and Privacy Act & Wisconsin Statutes § 118.125.

Sunbelt shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") Wisconsin's Pupil Records Law, Wis. Stat. § 118.125 and acknowledges that certain information about the Client's students is contained in records maintained by Sunbelt and the Consultant and that this information can be confidential by reason of FERPA, Wisconsin law, and related Client policies. Both parties agree to protect these records in accordance with FERPA, Wisconsin law and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

## 25. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Sunbelt if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Sunbelt of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Sunbelt by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Sunbelt. The Client and Sunbelt expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate

# Sunbelt Staffing

retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

## 26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

## 27. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

## 28. Governing Law.

This Agreement shall be governed by the laws of the state of Wisconsin.

## 29. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

National Account Executive: Britt Lalley

Direct Phone Number: 813-792-3412

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement).*

### Germantown School District

Client Name: Todd Lamb

Client Representative Signature Todd Lamb

Date 11/29/2018

Todd Lamb

Print Name

Director of Pup'l Services

Title

### SUNBELT STAFFING, LLC

Designated by: Kimberly Western

Sunbelt Representative Signature Kimberly Western

Date 11/20/2018

Date

Kimberly Western

Print Name

Vice President

Title



**Client Assignment Confirmation (Addendum A)**  
**Schools Division**

Client agrees to pay Sunbelt for hours worked by Consultant on the following terms:

Client Name: \_\_\_\_\_  
Sunbelt Consultant: \_\_\_\_\_  
Position: \_\_\_\_\_  
Assignment Start Date: \_\_\_\_\_  
Bill Rate per Hour: \$ \_\_\_\_\_  
Minimum Weekly Hours: \_\_\_\_\_  
Expenses: \_\_\_\_\_  
Miscellaneous: \_\_\_\_\_

Weekly service days according to published school calendar

- a. Sales tax will be added on professional services required by state law and client is not a tax-exempt entity.
- b. Client agrees to indemnify and hold Sunbelt Staffing, its officers, directors, employees, agents, and subcontractors harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by or for Sunbelt Staffing, its officers, directors, employees, agents, and subcontractors, arising out of or from the introduction, referral, or completion of the assignment.
- c. If Sunbelt Staffing Consultant should be required to travel to other locations for the Client, the Client will be responsible for all expenses incurred.

***Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless the following Notice of Change(s) is received by Sunbelt Staffing within forty eight (48) hours of Client's receipt of this Client Assignment Confirmation.***

***If no changes are needed, a signature response is not required.***



**Client Assignment Confirmation (Addendum A)**  
**Schools Division**

**Notice of Change(s)**

Client Name: \_\_\_\_\_  
Sunbelt Consultant: \_\_\_\_\_  
Position: \_\_\_\_\_  
Assignment Start Date: \_\_\_\_\_  
Bill Rate per Hour: \$ \_\_\_\_\_  
Minimum Weekly Hours: \_\_\_\_\_  
Expenses: \_\_\_\_\_  
Miscellaneous: \_\_\_\_\_

Assignment Date: \_\_\_\_\_  
Rate per Hour: \$ \_\_\_\_\_  
Days according to published school calendar

*The above change(s) are to be applied to the terms of assignment outlined in the Client Assignment Confirmation.*

Client Signature \_\_\_\_\_





## Client HR Requirements

Client: Germantown School District

City, State: Germantown, WI 53022

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

### Standard Credentialing Package

As part of our Standard Credentialing Package, Sunbelt will provide the following prior to the start of a contracted assignment.

#### PROFESSIONAL:

Current CV / Resume  
Current Skills Checklist  
References

#### LICENSURE

Professional License  
Professional License Verification

#### EDUCATION:

CDC Guidelines for School Professionals  
FERPA Guidelines  
HIPAA Regulations

#### BACKGROUND:

Criminal Background Check  
EPLS/GSA Exclusion Search  
HHS/OIG Search  
Sexual Offender Search  
OFAC Search

#### MEDICAL:

Hepatitis B Vaccination / Declination Form  
MMR Vaccination / Declination Form  
Physical Examination Waiver  
10-Panel Drug Screen

### Optional Credentialing

If your district requires any of the following in addition to our Standard Credentialing Package, please indicate below.

Credentialing Documents should be:

- ☒ a. Sent to District prior to assignment start  
☐ b. Documented in an Attestation that will be provided to District prior to assignment starts  
☐ c. Held on file by Sunbelt and provided should District request

### Licensing Details

Will the contracted professional be permitted to attend Orientation while license is in process? ☒ YES ☐ NO

Will the contracted professional be permitted to start their assignment while license is in process? ☐ YES ☒ NO

### School Calendar Request

☒ Check box to attach

☐ Check to fax to 877-831-8511

# Sunbelt Staffing

## RATE SCHEDULE

**Client Name:** Germantown School District

### 1. Hourly Rates

Category	Bill Rate per Regular Hour	
Speech Language Pathologist	\$ 70-90	per hour
Physical and/or Occupational Therapist	\$ 65-85	per hour
SLPA, PTA and/or COTA	\$ 55-75	per hour
CFY	\$ 65-80	per hour
School Nurse – RN/LPN	\$ 50-78	per hour
Psychologist	\$ 70-90	per hour
Behavior Specialist	\$ 50-65	per hour
Guidance Counselor	\$ 50-65	per hour
Social Worker	\$ 60-80	per hour
Special Education Teacher	\$ 55-72	per hour
Life Skills Teacher	\$ 55-72	per hour
Sign Language Interpreter	\$ 55-75	per hour
Teacher of the Visually Impaired	\$ 60-80	per hour
Adaptive Physical Education Teacher	\$ 70-85	per hour
Orientation and Mobility Specialist	\$ 70-85	per hour
Music Therapist	\$ 60-75	per hour
Other: Bilingual	\$ Add \$5-	per hour
Other: VOCO Teletherapy	\$ Add \$10-	per hour
Substitute for any discipline provided	\$ 15.00	per hour additional to rate quoted

2. Rates will increase by a minimum of \$4.00/hour for each consecutive assignment.

3. **Overtime** All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. Work week is defined as Sunday thru Saturday.

- ☐ No Overtime Hours are authorized under this Agreement

☒ Pre-approval of Overtime Hours Required.

☐ Approval may be given in writing or verbally.

☒ Approval may be given in writing only

### 4. Mileage

If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage for personal vehicles between facilities will be billed at the currently acceptable IRS reimbursement rate.

Client initials: 

Sunbelt initials:



3687 Tampa Road, Suite 200, Oldsmar, Florida 34677 Toll Free: 800.659.1522

Rev 09/2018

# Sunbelt Staffing

## CONTACT AND INFORMATION SUMMARY

### CLIENT

In an effort to increase efficiency for our Clients, Sunbelt Staffing will email service invoices. Should you wish to opt out of this process, please check here ☐

Client Name: \_\_\_\_\_  
Invoicing Contact: \_\_\_\_\_  
Invoice Email: \_\_\_\_\_  
Invoice Email CC: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Staffing Contact	Name: _____	Email: _____
	Phone: _____	Fax: _____
Accts Payable Contact:	Name: _____	Email: _____
	Phone: _____	Fax: _____
Credentialing Contact:	Name: _____	Email: _____
	Phone: _____	Fax: _____

### SUNBELT STAFFING, LLC

#### Correspondence Address

*Correspondence, Contracts, Contract Addendums, Notices, etc.*

3687 Tampa Road, Suite 200

Oldsmar FL 34677

Attention: Britt Lalley

Email: [Britt.Lalley@sunbeltstaffing.com](mailto:Britt.Lalley@sunbeltstaffing.com)

Telephone: 813-792-3412

Fax: 877-831-8513

#### Remittance Address

*Only payments should be sent to this address*

Dept. CH 14430

Palatine IL 60055-4430

Attention: Dionne Allen

Email: [dionne.allen@adecco-na.com](mailto:dionne.allen@adecco-na.com)

Telephone: 904-360-2608

Fax: 904-359-8231

#### Billing Disputes and Purchase Orders

Attention: Anne Marie Stinehelfer

Email: [annemarie.stinehelfer@sunbeltstaffing.com](mailto:annemarie.stinehelfer@sunbeltstaffing.com)

Fax: 877-831-8511



**Client Assignment Confirmation**  
Schools Division  
Addendum A

Client agrees to pay Sunbelt for hours worked by Consultant on the following terms:

Client Name: Germantown School District  
Sunbelt Consultant: Sally Steffy  
Position: Registered Nurse  
Assignment Start Date: 07/06/2020 Assignment End Date: 08/31/2020  
Bill Rate per Hour: \$60.50 Overtime Rate per Hour: \$90.75  
Minimum Weekly Hours: 8.00 Weekly hours are based on service date according to published school calendar.

Miscellaneous: The specific number of hours may vary weekly and may be more or less than 8.0 during July and August 2020. Sally will report only the time that is worked/required of her based on the summer school schedule and her dates of availability.

- a. Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b. Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.
- c. If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred

***The revision(s) to the original Client Assignment Confirmation will be considered agreed upon by all parties unless the following Notice of Change(s) is received by Sunbelt Staffing within forty-eight (48) hours of client's receipt of this Confirmation.***

***All other terms and conditions of original Client Assignment Confirmation will remain unchanged and in force as of the date originally executed by signature of compliance with the forty-eight hour acceptance clause.***

***If changes are needed, please complete the Notice of Change(s) on the next page and sign where indicated.***



**Client Assignment Confirmation**  
Schools Division  
Addendum A

**Notice of Change(s)**

Client Name: Germantown School District  
Sunbelt Consultant: Sally Steffy  
Position: \_\_\_\_\_  
Assignment Start Date: \_\_\_\_\_ Assignment End Date: \_\_\_\_\_  
Bill Rate per Hour: \_\_\_\_\_ Overtime Rate per Hour: \_\_\_\_\_  
Minimum Weekly Hours: \_\_\_\_\_ Weekly hours are based on service date according to published school calendar.

Miscellaneous:

- a. Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b. Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.
- c. If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred

***The above change(s) is to be applied to the placement originally outlined in the Client Assignment Confirmation dated 7/7/2020***

***All other terms and conditions of original Client Assignment Confirmation will remain unchanged and in force as of the date originally executed by signature of compliance with the forty-eight hour acceptance clause.***

DocuSigned by:

*Todd Lamb*

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**Client Assignment Confirmation**  
Schools Division  
Addendum A

Client agrees to pay Sunbelt for hours worked by Consultant on the following terms:

Client Name: Germantown School District  
Sunbelt Consultant: Sally Steffy  
Position: Registered Nurse  
Assignment Start Date: 09/01/2020 Assignment End Date: 06/10/2021  
Bill Rate per Hour: \$60.50 Overtime Rate per Hour: \$90.75  
Minimum Weekly Hours: 40.00 Weekly hours are based on service date according to published school calendar.

Miscellaneous:

- a. Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b. Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.
- c. If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred

***The revision(s) to the original Client Assignment Confirmation will be considered agreed upon by all parties unless the following Notice of Change(s) is received by Sunbelt Staffing within forty-eight (48) hours of client's receipt of this Confirmation.***

***All other terms and conditions of original Client Assignment Confirmation will remain unchanged and in force as of the date originally executed by signature of compliance with the forty-eight hour acceptance clause.***

***If changes are needed, please complete the Notice of Change(s) on the next page and sign where indicated.***



**Client Assignment Confirmation**  
Schools Division  
Addendum A

**Notice of Change(s)**

Client Name:	Germantown School District		
Sunbelt Consultant:	Sally Steffy		
Position:			
Assignment Start Date:		Assignment End Date:	
Bill Rate per Hour:		Overtime Rate per Hour:	
Minimum Weekly Hours:	Weekly hours are based on service date according to published school calendar.		
Miscellaneous:			

- a. Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b. Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.
- c. If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred

*The above change(s) is to be applied to the placement originally outlined in the Client Assignment Confirmation dated 5/6/2020*

*All other terms and conditions of original Client Assignment Confirmation will remain unchanged and in force as of the date originally executed by signature of compliance with the forty-eight hour acceptance clause.*

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education **TOPIC:** Physical Therapy Services  
**FROM:** Brett Stousland, Michael Nowak, **BOARD MEETING:** July 13, 2020  
and Todd Lamb  
**DATE:** July 9, 2020 **AGENDA ITEM:** IX.E.

Due to the unexpected exit of our physical therapy services provider and in order to obtain reliable services in short order for the start of the 2019-2020 school year, contacts were immediately made with the alternate vendors considered during the 2019 RFP process. Dominiczak Therapy Associates, LLC (DTA), one of our long-time providers of occupational therapy services within the District, was the only independent contractor immediately available to maintain the continuity of needed physical therapy services as we entered the 2019-2020 school year. On September 17, 2019 the Board approved continuation of the physical therapy services through DTA for the remainder of the 2019-2020 school year.

The services of physical therapy are included within the existing DTA service agreement, and thus the District is able to continue accessing those services through August 31, 2021 with no additional agreement or agreement revisions. Throughout this past school year, the physical therapy services have been described as professional and collaborative, working well with IEP teams in order to meet the needs of students. Continuity of services through DTA would be the least disruptive manner by which to appropriately meet our students' physical therapy needs for the upcoming 2020-2021 school year.

**RECOMMENDATION:** No Board action is needed in order to continue with the physical therapy services of Dominiczak Therapy Associates, LLC (DTA) to help our students for the remaining term of the existing service agreement ending August 31, 2021.



## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education

**TOPIC:** Teacher Contracts

**FROM:** Michael Nowak

**BOARD MEETING:** July 13, 2020

**DATE:** July 8, 2020

**AGENDA ITEM:** IX.F.

The administration is recommending the approval of the following regular contracts for the 2020-21 school year.

Employee Assignment/Location	Rationale	FTE	Contract Type	Salary
<b>Julia Culver</b> English Teacher Germantown High School	Julia is being recommended for this position as the result of a teacher resignation	1.0	Regular	\$52,000
<b>Joy Balz</b> Special Education Teacher Amy Belle Elementary School	Joy is being recommended for this position as the result of a teacher retirement	1.0	Regular	\$41,250
<b>Courtney Pederson</b> Special Education Teacher Rockfield Elementary School	Courtney is being recommended for this position as the result of a teacher retirement	1.0	Regular	\$45,000
<b>Heather Janke</b> Seventh Grade Math Teacher Kennedy Middle School	Heather is being recommended for this position as the result of a recent resignation	1.0	Regular	\$60,000

**RECOMMENDATION:** Approve the 1.0 FTE regular contract for Julia Culver at \$52,000, the 1.0 FTE regular contract for Joy Balz at \$41,250, the 1.0 FTE regular contract for Courtney Pederson at \$45,000 and the 1.0 FTE regular contract for Heather Janke at \$60,000.

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education

**TOPIC:** Resignations

**FROM:** Michael Nowak

**BOARD MEETING:** July 13, 2020

**DATE:** July 8, 2020

**AGENDA ITEM:** IX.G.

Jennifer Collins recently submitted her letter of resignation. Jennifer Collins was hired in August of 2015 in the Germantown School District as an Art Teacher at Rockfield Elementary School. Her resignation is effective June 30, 2020.

**RECOMMENDATION:** Approve the resignation of Jennifer Collins and thank her for her service to the students, their families and to the Germantown School District. Approve posting and filling the vacancy.

**\*\*Teacher contract:** "In the event said Teacher with a signed contract for the ensuing year seeks release to accept other employment after July 1, he/she shall forfeit five hundred dollars (\$500), after August 1, he/she shall forfeit seven hundred fifty dollars (\$750), and after August 15, he/she shall forfeit one thousand dollars (\$1,000) as liquidated damages."

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education

**TOPIC:** Supplemental Contracts

**FROM:** Michael Nowak

**BOARD MEETING:** July 13, 2020

**DATE:** July 9, 2020

**AGENDA ITEM:** IX.H.

The administration is recommending the approval of the following supplemental teacher contract for the 2020-21 school year.

Employee Assignment	Hours	Hourly Rate	Prorated Amount
Heidi Feucht Instructional Specialist	No More than 80 Additional Hours	\$50.57	No More than \$4,045.60

**RECOMMENDATION:** Approve the 2020-21 Supplemental Teacher Contract for Heidi Feucht.