

**GERMANTOWN SCHOOL DISTRICT  
NOTICE OF BOARD OF EDUCATION MEETING  
District Administrative Offices Board Room  
N104 W13840 Donges Bay Rd  
Germantown, WI 53022**

**August 26, 2019  
7:00 p.m.**

**AGENDA**

- 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. Wisconsin law authorizes the school board to receive information from members of the public. Where possible, the Board will 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 which may be injurious to school district personnel or other individuals will not be allowed.**
- IV. Approval of Minutes
  - A. August 12, 2019 Board of Education
  - B. August 12, 2019 Closed Session
- V. Reports and Information Items
  - A. Ad Hoc Curriculum Committee Report
- VI. Transportation Committee
  - A. Update on items from August 19, 2019 Transportation Committee meeting.
- VII. Finance Committee
  - A. Discussion and action to approve purchases over \$15,000.
  - B. Update on remaining items from August 26, 2019 Finance Committee meeting.
- VIII. New Business
  - A. Discussion and action to approve donations.
  - B. Discussion and action to approve School Resource Officers.
  - C. Discussion and action to approve custodial and maintenance positions.
  - D. Discussion and action to approve the Village and School District Intergovernmental Agreement.
  - E. Discussion and action to approve high school Pom and Dance travel request.
  - F. Discussion and action to endorse WASB Region 15 Director.
  - G. Discussion and action to approve resignations.
  - H. Discussion and action to approve new teacher contracts.
  - I. Discussion and action to approve assistant principal contract.
- IX. Closed Session: The Board will entertain a motion to convene in closed session pursuant to Sections 19.85(1)(e) and (g) to discuss the District transportation contract, superintendent search proposals, and Donges Bay Road property. The Board may take action in closed session, if necessary or appropriate or entertain a motion to reconvene into open session to take further action, if necessary and appropriate, and/or to entertain a motion to adjourn the meeting.

**GERMANTOWN SCHOOL DISTRICT  
GERMANTOWN, WISCONSIN 53022  
MINUTES OF THE BOARD OF EDUCATION  
August 12, 2019**

1. The meeting of the Board of Education was called to order by Board Vice President Sarah Larson in the District Offices Board Room at 7:13 p.m. Superintendent Jeff Holmes read the official meeting notification. Roll call: Medved – yes, Loth – yes, Borden – yes, Barney – yes, Spies – yes, Larson – yes. Board President Soderberg arrived later in the meeting.
2. Motion by Barney, second by Borden to approve the agenda. Motion carried.
3. Executive Director of The Gables, Meghan Prado, addressed the Board regarding their donation to the District's 18-21 program sensory room and indicated that the Gables very much appreciates and enjoys having students from the program come to The Gables to work. District resident Brandi Peterson addressed the Board regarding school district relations with the Village of Germantown, Rec Department programs, and the sale of the Donges Bay Road property.
4. Motion by Larson, second by Barney to approve the July 29, 2019 Board of Education and Closed Session meeting minutes. Motion carried.
5. Amy Belle PTA President Melissa Garves informed the Board that the Amy Belle PTA was accepted into the NOAA Planet Stewards Education Project and gave a presentation on all phases of the project.
6. Director of Human Resources Mike Nowak provided an updated enrollment report. Superintendent Jeff Holmes will get exact enrollment numbers by the end of the week and proceed with posting for an additional limited term teacher with approval added to the next Board agenda.
7. Director of Pupil Services Todd Lamb presented the annual Seclusion and Restrain Report.
8. Motion by Barney, second by Larson to forward to the Board with a positive recommendation, approval of new, revised, and deleted policies 4111, 4122, 4132, 4139, 4160, 4162, 4230, 4362, 4440, 5113, 5114, 5200, 5340, 53411, 5512, 5515, 5516, 5517, 5530, 5540, 5630, 5710, 5724, 5830, 5870, and 9270. Motion carried. Policy Committee Chair Lester Spies indicated policies 4430.01 and 5111 were held for further clarification.
9. Recommendation from Personnel Committee to eliminate additional compensation to special education aides for diaper changes beginning with the 2019-2020 school year. Motion carried.
10. Recommendation from Personnel Committee to approve the 2019-2020 Staff Handbook with the modifications of adding "the use of unpaid days is strongly discouraged and needs the approval of a supervisor" and clarify the leave day chart by indicating no leave days are given to support staff 15 hours or less. Motion carried.
11. The Personnel Committee agreed to leave the volunteer goal in the compensation model intact for the 2019-2020 school year.
12. Recommendation from Building Committee to approve Change Order 141 in an amount not to exceed \$34,314. Motion carried.
13. Recommendation from Building Committee to approve Change Order 9 in an amount not to exceed \$23,449. Motion carried.

14. Motion by Barney, second by Spies to approve the donation of bubble tubes, bubble tube bases, controllers, mirrors and a fiber optic light spray set valued at approximately \$7,000 from The Gables of Germantown to the new high school sensory room, approve the donation of \$500 from the Brady Corporation to Germantown High School girls soccer, approve the donation of \$500 from Super Excavator, Inc. to Germantown High School Poms, and approve the donation of a Silverback 54" in-ground basketball hoop valued at \$650 from the Erdmann family to Amy Belle Elementary School.
15. Motion by Loth, second by Spies to approve the preliminary 2019-2020 budget for presentation at the annual meeting, with Fund 41 Capital Projects increased to \$200,000 the Fund 10 levy reduced by \$200,000. Motion carried.
16. Motion Barney, second by Medved to approve the 1.0 FTE regular contract for Rebecca Killen at \$44,250, the 1.0 FTE regular contract for Brooke Gronitz at \$62,250, the 1.0 FTE regular contract for Nicole Schmitt at \$40,000, the 1.0 FTE limited-term contract for Ashley Holtz at \$33,259, and the 1.0 FTE regular contract for Paula Joecks at \$58,750. Motion carried.
17. Approval of the Germantown Girls Hawks Basketball fee waiver request was tabled for additional information.
18. Motion by Spies, second by Medved to approve the facility fee waiver request submitted by Melissa Pecunia and allow the Business Manager to approve future individual fee waiver requests from staff and students. Motion carried.
19. Motion by Spies, second by Barney to accept the resignation of Matt Jolliff, thank him for his service to the district, assess appropriate liquidation damages, and approve posting and filling the vacancy. Motion carried.
20. Motion by Barney, second by Larson to enter into closed session pursuant to Sections 19.85(1)(e) and (g), to discuss Donges Bay Road property and pending litigation. Motion carried with a unanimous roll call vote.
21. The Board entered into closed session at 8:57 p.m. and did not return to open session, adjourning at 9:26 p.m.

Jayne Borst  
Recording Secretary

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Lester Spies  
School Board Clerk

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education                      **TOPIC:** Ad hoc Curriculum Committee

**FROM:** Brian Medved/  
Jeff Holmes/Brenda O'Brien/  
Building Principals                      **BOARD MEETING:** August 26, 2019

**DATE:** August 21, 2019                      **AGENDA ITEM:** V.A.

See attached supporting document regarding the establishment of the Ad hoc Curriculum Committee.

**RECOMMENDATION:** Informational only.

## **Germantown School District**

**Ad hoc Curriculum Committee - Established August 26, 2019**

**Brian Medved (Chair), Sarah Larson, & Lester Spies - Board Members**

**Mission Statement:** Empower and Inspire Every Student to Success

**District Initiative:** Building a foundation for SUCCESS within every child.

- Cultivate the “Whole Child”
- Develop the Essential Success Factors and Growth Mindset
  - Know THEMSELVES; HOW to learn; How to COLLABORATE

**Ad hoc Curriculum Committee Purpose Statement:** Create and expand upon **POWERFUL LEARNING** experiences, document those experiences, and take actions that ensure every student is engaged and learning successfully (Universal Instruction) through enhanced teacher skill-sets, implementation of professional research, best practice, and modes of inquiry (Content Expertise) and intentionally teaching the Essential Success Factors and Growth Mindset (Whole Child Development).

### **1) What will the Board’s Ad hoc Curriculum Committee’s work entail?**

Ensuring that the District’s vision is maintained, advocating with the Board for necessary resources, providing guidance that aligns with the Board’s direction, monitoring the work of staff in attaining the mission, and reporting out on a regular basis through the Ad hoc Curriculum Committee and its workgroup(s).

### **2) Who makes up the working group(s)?**

Generally, it will be the Ad hoc Committee members, designated administrators, and designated teachers necessary to address the identified priorities and the tasks associated with those.

3) How do we obtain input in this process?

Utilize the staff survey results, parent survey results, building-level input, professional development meetings, listening sessions, and focus groups to gain perspective and provide suggestions to the Ad hoc Curriculum.

4) How does the Ad hoc Curriculum Committee and working group(s)'s work intersect with the teaching and learning advancement already taking place?

The work already done fits well into the Ad hoc Curriculum Committee's purpose. This will allow for the District to bolster and focus the work necessary to address the vision and attain the mission.

5) What are the functions of the working group(s)?

Cultivate resources, generate ideas, develop high-level plans, customize approaches, evaluate the work, and report on progress that specifically address the Ad hoc Curriculum Committee's purpose.

6) How does the Ad hoc Curriculum Committee guide and monitor the working group?

The Ad hoc Curriculum Committee will actively monitor and partake in the activities of work group(s) efforts in order to garner first-hand accounts of those activities and provide guidance based upon those observations.

7) How will this work alter the current structure of our educational system?

It has the potential to create an educational environment that better addresses the needs of our students for a modern age and it will coincide with how professional growth is recognized within the District's compensation model..

8) How will the District sustain and/or support the Ad hoc Curriculum Committee and the working group beyond the normal scope of daily operations?

The Ad hoc Curriculum Committee will dedicate their time and efforts to facilitating this important endeavor and will work with the full Board to appropriately support those aspects of the work.

9) What are the indicators of success for the Ad hoc Curriculum Committee?

Improvement of the students', parents', and staff's satisfaction with the Germantown School District.

### AREAS of FOCUS: School-wide and Professional Growth Process

	All District		
<b>Universal Instruction</b>	<ul style="list-style-type: none"> <li>● Relationships</li> <li>● Meaningful Engagement                             <ul style="list-style-type: none"> <li>● Physically</li> <li>● Emotionally</li> <li>● Cognitively</li> <li>● Socially</li> </ul> </li> <li>● All Students Feeling Safe</li> <li>● All Students Feeling Successful</li> <li>● All Students Learning and Achieving at High Levels</li> <li>● Learning is Valued <i>by the Learner</i></li> </ul>		
	Elementary	KMS	GHS
<b>Content Expertise</b>	<ul style="list-style-type: none"> <li>● Inquiry</li> <li>● ELA</li> <li>● Math</li> <li>● Content Expertise Development</li> </ul>	<ul style="list-style-type: none"> <li>● Content Expertise Development</li> <li>● UBD</li> <li>● Inquiry</li> </ul>	<ul style="list-style-type: none"> <li>● Content Expertise Development</li> <li>● UBD/Assessment</li> </ul>
<b>Whole Child Development</b>	<ul style="list-style-type: none"> <li>● Social Emotional Learning</li> <li>● Growth Mindset</li> <li>● Career Awareness</li> </ul>	<ul style="list-style-type: none"> <li>● Social Emotional Learning</li> <li>● Growth Mindset</li> <li>● Career Awareness</li> <li>● ACP work</li> </ul>	<ul style="list-style-type: none"> <li>● Growth Mindset</li> <li>● ACP work</li> <li>● Career Identity</li> </ul>

**UBD** = Understanding by Design: A framework and accompanying design process for thinking decisively about unit lesson planning. The concept was developed by Jay McTighe and Grant Wiggins, and as part of their principles they state that UBD "...is not a philosophy of education". It is not designed to tell teachers what or how to teach; it is a system to help them teach more effectively. In fact, its flexibility is one reason it has gained so much acclaim. With UBD, the ultimate goal is to think backward, focusing on the big picture: at the end of a unit, what is the essential question your students should be able to answer?; **ELA** = English/Language Arts; **ACP** = Academic and Career Planning



## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** Purchases Over \$15,000

**FROM:** Ric Ericksen                      **BOARD MEETING:** August 26, 2019

**DATE:** August 21, 2019                      **AGENDA ITEM:** VII.A.

**FC Date:** August 26, 2019  
**FC Agenda Item(s):** VII. A.

-- The intent is to review due diligence with respect to seeking competitive bids/quotes when possible.  
 Vetting for the purpose of the purchases may have occurred at other committees. --

### Annual Paper Bid/Purchase(s): \$24,730.80

#### Recommendation to the Board of Education and Finance Committee:

Bring forward to the Board of Education with a positive recommendation awarding the 2019/2020 paper bid/purchase to Veritiv/Unisource in an amount not to exceed \$24,730.80 and charge to the appropriate account(s) across the entire district budget.

#### From Comptroller Tessa Krentz

#### Background:

This is the annual paper bid. *Last year, due to timing, it went directly to the Board for approval.*

#### 8.20.19 Paper Bid

		(NO BID) Costco	Veritiv/Unisource	Office Depot	Contract Paper Group	Office Eight
92 White, 20 lb., 8.5 x 11"	per case	\$ -	\$ 26.19	\$ 29.60	\$ 25.94	\$ 28.75
Color, 20 lb., 8.5 x 11"	per case	\$ -	\$ 37.57	\$ 42.05	\$ 38.10	\$ 38.00
Total cases (per truckload)	840					
600 cases of white		\$ -	\$ 15,714.00	\$ 17,757.90	\$ 15,564.00	\$ 17,250.00
240 cases of color		\$ -	\$ 9,016.80	\$ 10,092.00	\$ 9,144.00	\$ 9,120.00
Total truckload		\$ -	\$ 24,730.80	\$ 27,849.90	\$ 24,708.00	\$ 26,370.00

white: Comet

white: Boise Xerographic

white: Fascopy

white: Domestic

colors: Hammermill

color: Xerox

colors: Fireworx

colors: Flambeau

**Notes:**

--Veritiv/Unisource is current supplier.

**Recommendation:**

Hammermill and Comet paper have done well with the district machines in the past.

**We recommend awarding the copy paper bid to Veritiv/Unisource.**

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education

**TOPIC:** Donations

**FROM:** Jeff Holmes

**BOARD MEETING:** August 26, 2019

**DATE:** August 19, 2019

**AGENDA ITEM:** VIII.A.

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

1. Approve the donation of numerous classroom science, learning, and sensory materials valued at \$519.91 from Donor's Choose to Sara Schaus's Amy Belle Kindergarten classroom.
2. Approve the donation of a collection of country western dresses and vintage typewriter, clothing, furniture, hat, and a prop trombone valued at approximately \$300 from Store-All to the school district PAC for future drama productions.

**RECOMMENDATION:** Thank the donors for their generosity and approve the donations as listed.

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education                      **TOPIC:** School Resource Officers (SROs)  
**FROM:** Jeff Holmes/Ric Ericksen      **BOARD MEETING:** August 26, 2019  
**DATE:** August 22, 2019                      **AGENDA ITEM:** VIII.B.

After gaining assurances from the Business Manager that our 2019-20 budget can sustain the two SRO positions within Germantown School District, considering the positive feedback regarding the addition of the full-time SRO services at Kennedy Middle School for the past school year, and that the GHS SRO continues to provide quality services, district administration is recommending that the Board of Education authorize the continuation of those services for the 2019-20 school year. The Village of Germantown Police Department will have a representative in attendance at the August 26 Board meeting to answer any questions Board Members may have regarding the SROs. Please remember that the District funds 75% of the annual compensation for those officers in cooperation with the Village.

**RECOMMENDATION:** Board's will.

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** Germantown School District  
Custodial Maintenance Staffing

**FROM:** Donald Erickson                      **BOARD MEETING:** August 26, 2019

**DATE:** August 20, 2019                      **AGENDA ITEM:** VIII.C.

### Germantown School District Custodial Maintenance Staffing

The schools in Germantown have grown from 683,777 square feet to 850,966 square feet, When construction is completed 167,189 square feet of building space will be added. Germantown High School has 114,814 square feet of additions bringing this building to 393,239 square feet. When determining staffing needs, the square feet of a building is used as a guide. See below benchmarks from the U.S. department of Education. Amy Belle is presently staffed at 25,633 square feet per FTE. If no staff is added the square footage increases to 32,435. By adding a .5 FTE to Amy Belle after the additions reduces this to 25,228 square feet keeping the staff load relatively equal at all elementary schools. At Germantown High School before construction staffing levels were at 33,626 square feet per FTE. If no staff is added this will increase to 38,253 square feet. Adding 1.5 FTE for assigned cleaning will decrease this to 36,479 square feet. A .5 full time equivalent day custodian is being proposed for Germantown High to assist with the building needs during lunch periods when students and staff are present. The staffing at Germantown High School will need to be re-evaluated as the frequency and use in the areas is determined. An example is the field house and pool community use in the mornings. Staffing start time needed to be adjusted to provide coverage reducing hours available during the school day for school needs.

*The U.S. Department of Education establishes benchmarks for how many building square feet can be assigned to one properly supplied custodian in an 8 hour shift in order to meet specified levels of cleanliness.viii  
This scale specifies benchmarks for:*

- 1) Spotless cleaning – 10,000 to 11,000 square feet*
- 2) Intensive cleaning – 18,000 to 20,000 square feet*
- 3) Cleaning required to ensure the health and comfort of building users – 28,000 to 31,000 square feet*
- 4) Cleaning not generally acceptable for a school environment – 45,000 to 50,000 square feet*
- 5) Cleaning that is not considered healthy – 85,000 to 90,000 square feet*

The additional maintenance position is needed with the newly added square footage. The position brings equity to all buildings allowing for work orders to be completed in a timely manner while reducing contracted services. Services which could be reduced include the changing of filters on the HVAC systems, preventive maintenance on the air conditioning equipment and boiler maintenance. It will also provide faster response time for repairs on plumbing and electrical systems.

**RECOMMENDATION:** Approve 2.5 FTE additional custodial staff and 1 FTE additional maintenance technician.

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education      **TOPIC:** Intergovernmental Agreement (IGA)  
**FROM:** Jeff Holmes      **BOARD MEETING:** August 26, 2019  
**DATE:** August 22, 2019      **AGENDA ITEM:** VIII.D.

The IGA has been in public negotiations since January 2019, when the Village of Germantown made the determination at their December 2018 Board meeting to do so. The attached agreement is in its fifth version and is ready for the Board of Education's consideration in open session. Please see attached revised IGA; particularly, Paragraphs 5 and 13.

**RECOMMENDATION:** Board's will.

**FACILITY USAGE AGREEMENT  
BETWEEN THE VILLAGE OF GERMANTOWN  
AND THE  
GERMANTOWN SCHOOL DISTRICT**

The Village of Germantown ("the Village"), a Wisconsin Municipal Corporation represented by its Village Board of Trustees ("Village Board") and the Germantown School District ("the District"), a Wisconsin Public School District represented by the authority of the Germantown School District Board of Education ("School Board"), collectively referred to as "the Parties", hereby enter into an Intergovernmental Agreement to serve their common interests and that of the community pursuant to the authority provided for in Section 66.0301, Wis. Stats., as set forth below.

WHEREAS, the Village operates several community programs for its residents and the District school buildings and school grounds contain facilities (the "Facilities") suitable for use as sites for many of these Village programs; and

WHEREAS, the parties have previously been party to an Intergovernmental Agreement for the shared use of District facilities, the most recent of which expired on August 31, 2018 and the Parties wish to renew that relationship;

NOW, THEREFORE, in consideration of the mutual obligations and promises set forth in this Agreement, the Parties agree as follows:

1. **Purpose.** The Village may make reasonable use of the Facilities for its educational and recreational programming in such a manner and under such terms as described in this Agreement. All programming shall be lawful, consistent with the legal obligations and limitations applicable to either governmental entity, including but not limited to the maintenance of safety and security in school facilities, respect for constitutional obligations of each Party, and consistent with the District's established rules and regulations governing the use of its Facilities for, among other purposes, compliance with insurance requirements.
2. **Right of Usage.** The Village is permitted nonexclusive use of the Facilities for its programming needs. Given the nature of the programming, the volume of usage it involves, the recurring nature of said programs, and the Parties interest in avoiding conflicts with other Facilities usage requests, the Village shall communicate its Facilities needs to the District for each period of programming at the earliest possible time after such programming schedule is established and the Village has engaged in efforts to communicate programs to the public, but in no event later than the following dates:

For Programming that takes place during  
the school year (August 25 to June 15)

By June 30

**Intergovernmental Agreement  
Village of Germantown  
Facilities Usage**

For programming during the Summer

By April 1

The Village's schedule of activities and events presented to the District under this section shall include (a) start date/end date of the program/event; (b) a brief description of the program/event; (c) the Facilities required for the program/event; (d) the approximate number of hours the program/event will require Facilities during the duration period of the program/event identified by the Village. The District shall notify the Village within 5 business days of its receipt of a schedule of any known conflicts for Facilities usage requests and the Parties shall work in good faith together to identify suitable alternatives if appropriate.

3. **Compliance with Policies.** The Village acknowledges that the Facilities are governed by District policies enacted by the School Board and amended by the School Board from time to time. Such policies are available at the District's website or by request from District officials. To the extent that they are applicable to third-party users of the Facilities, the Village is responsible for compliance with those policies, except as provided herein to the extent the terms of this Agreement are in conflict with policy.
4. **Term of Agreement:** This Agreement shall commence with the beginning of Programs scheduled by the Village to begin on or after May 15, 2019, except as provided in Paragraph 5. This Agreement shall continue for a period of two (2) years through the conclusion of the summer programs of the Summer of 2021.

All programs currently operating or that will start prior to that date shall be governed by the terms of the Parties agreement which expired August 31, 2018, but which has continued to be and shall continue to be the Agreement governing the Parties relationship relative to the subject matter herein until such time as this Agreement takes effect.

5. **Fees Associated with Programming and Usage:** This Agreement shall govern the payment and assessment of facilities and program fees pertaining to the Village programming which will utilize the Facilities and shall first apply to programs that begin on or after August 31, 2019. All fee rates based on District policy fee schedule for Priority 4 users. The current fee schedule is attached hereto as Addendum A, which shall apply for the term of this Agreement.
  - a. **Standard Usage Fees:** The Village shall be permitted to use the Facilities as otherwise described in this agreement and District policy, at a rate of 75% of the applicable published rate for the particular room per hour.

Intergovernmental Agreement  
Village of Germantown  
Facilities Usage

- b. Facilities fee for Village Kids Klub programs, including the school year and summer programs. The Village shall be charged a fee based on the applicable board approved fee schedule, with the following discounts:

<i>Programs beginning on or after May 15, 2019 but before May 15, 2020</i>	At a rate of 50% of the applicable hourly rate under the Fee Schedule
<i>Programs beginning on or after May 15, 2020</i>	At a rate of 75% of the applicable hourly rate under the Fee Schedule

- c. Program Fees: The Village may set participant or user fees for its programs as it deems appropriate. Nothing in this Agreement shall restrict or otherwise govern the manner in which such fees are established, except that the Village agrees to permit all School District residents the right to participate in programs governed by this Agreement at the same rate as Village of Germantown residents.
- d. Excluded Facilities: Any facility subject to state or federal grant-based or other limitations regarding the District's authority to assess a user fee shall be subject to the fees described herein only to the extent permissible by such limitations. All other provisions of this Agreement shall apply. At the time of the execution of this Agreement, this provision applies to the District's tennis courts constructed with Federal Land & Water Conservation Fund grant monies.
- e. Fee Waivers: The Board may grant a fee waiver or fee reduction for programs directly related to school services.
- f. Assessed Fee Parity: If another organization uses District facilities for a program comparable to one offered by the Village, the District will not assess the Village a higher fee than that assessed to the other organization.
6. Capital Fund: The Village has maintained a non-lapsing facilities fund for use in funding capital improvements of the Facilities. All such funds shall be transferred to the District within 30 days of execution of this Agreement. The District shall utilize said funds to pay for planned and appropriate improvements or repairs to the Facilities. No further such fund shall be maintained by the Village and no additional contribution to any Facilities capital funds shall be required of the Village.



**Intergovernmental Agreement  
Village of Germantown  
Facilities Usage**

7. **Schedule of Payments:** The Village shall remit payment to the District no more than 30 days following the end of each program or activity that used the Facilities. For programs that are ongoing programs throughout the school year, payment shall be remitted within 30 days of the conclusion of each term (semester or summer) of the school calendar.
8. **Tracking of Hours of Usage:** The Village shall track the number of hours it uses the Facilities for each program and shall, as soon as practicable, inform the District of any discrepancy between the anticipated number of hours of usage in the initial schedule provided to the District as described in Section 2, above.
9. **Facilities Security Measures:** The Village shall comply with all security measures put in place by the District to control and monitor access to school Facilities as per Board policy. The District Administration shall coordinate with Village representatives to develop procedures for Village programming to assure compliance with such security and/or safety measures. Such measures may include access screening, background checks, limited building access points, mandatory check-in/check-out procedures, or other such measures implemented by the District.
10. **Insurance:** The Village shall maintain fire and extended liability insurance, and other risk insurance as required by Village policy or School Board policy and shall provide the District with a certificate of insurance showing the level of coverage and expressly providing the Village with coverage for occurrences in or at the Facilities during the Village's use for its programs/events.
11. **Maintenance, Repairs, Damage:** The District shall maintain the facilities consistent with its own standards of maintenance. The Village shall record the condition of the Facilities being used prior to each period of usage and report any damage or excessive wear and tear observed, whether prior to usage or in the course of its usage, as soon as practicable to do so. The Village shall return the Facilities in the same condition it found them, subject to normal wear and tear associated with the permissible activity, including without limitation the clean-up of any activity, the collection and disposal of all waste generated by or due to the activity, and the return of any equipment or furniture to its position prior to the Village's use. The Village shall notify the District immediately in the event the Village becomes aware of any equipment or furniture that needs repair/replacement or is unsafe.
12. **Damage, Destruction, Force Majeure:** In the event any of the Facilities shall be damaged, destroyed, or otherwise unusable, in whole or part, due to fire, natural disaster, or other force outside the control of the District, the District may either cancel the permitted usage of the program/event scheduled for the affected space; or may provide suitable alternative facilities. The District will promptly determine whether, and if so on

**Intergovernmental Agreement  
Village of Germantown  
Facilities Usage**

what schedule, any such damaged Facilities will be repaired and returned to service. The District shall not be responsible for any damages to the Village or to its users for the loss of suitable Facilities under this paragraph.

13. **Termination**: Either party may terminate this agreement upon the breach of the other provided that the non-breaching party provides a notice of the breach and at least 30 days to cure the breach. If the breach was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure. If after 30 days either the breach is not cured or the breaching party has not made good faith efforts to cure the breach, the non-breaching party may immediately terminate the Agreement. If the breaching party is making good faith efforts to remedy the breach, but has not done so after 30 days-notice, the non-breaching party may terminate this agreement on a date certain by providing a notice of termination no fewer than 30 days from the stated date of termination.

Unless either Party provides the other with 30 days-notice any time after the expiration of the current Term stating that Party's intent not to renew the Agreement, the Parties agree to act in good faith to timely extend the Agreement and shall, if no agreement extending the Term of this Agreement has been reached by its expiration, continue to operate under the Terms as exist at the time of expiration except that the then-current fee schedule adopted by the School District shall apply to all new programs/events scheduled.

14. **Indemnification**. The School District and the Village each agree to defend, indemnify, and hold harmless the other parties' employees, officers, directors, agents, and authorized representatives from and against any and all claims, demands, suits, losses, damages, expenses, obligations, judgments, or other forms of liability to third parties, actual or claimed arising out of (i) the indemnifying party's breach of its representations, warranties, and agreements herein; (ii) any injury to property or persons occurring or allegedly occurring in connection with the negligence or intentionally wrongful act or omission of the indemnifying party or its employees, officers, directors, contractors, and authorized representatives or guests, invitees of any kind with respect to the Facilities; or (iii) any damage or harm to the Facilities, the School District's land, buildings, parking lots, sidewalks or to third parties as a result of the indemnifying party.

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Village of Germantown  
Facilities Usage

15. **Assignment.** The School District shall have the right at any time during the Term to sell or convey the Facilities, or to assign its rights, title and interest under this Agreement in whole or in part. In the event of any such sale or assignment, the School District shall be relieved from and after the date of such transfer or assignment of any further obligations under this Agreement as to such Facilities, except as to those which have arisen prior to such assignment or transfer.
16. **Relationship of Parties.** This agreement does not create the relationship of principal and agent, or of partnership or joint venture, or of any association or relationship between the parties, including as to any program or event which uses the Facilities under the terms of this Agreement.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement shall be deemed to amend and restate any prior written agreements relating to the Facilities. This Agreement shall not be modified, amended, or supplemented in any manner, except by an instrument in writing executed by the Parties.
18. **Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given when sent via certified mail or hand delivered and addressed to and delivered to the following:

If to the Village:

Village of Germantown  
Attn: Village Administrator  
N112 W17001 Mequon Road  
Germantown, WI 53022-0337

If to the School District:

Germantown School District  
District Administrative Offices  
Attn: District Administrator  
N104 W13840 Donges Bay Road  
Germantown, WI 53022-4499

Other forms of communication may constitute notice provided that the designated recipient of such notice actually receives said notice, which shall be determined by

**Intergovernmental Agreement  
Village of Germantown  
Facilities Usage**

affirmative acknowledgement. Such notice may include by e-mail, fax, courier, or other such method.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Wisconsin, without giving effect to any choice or conflict of law provision or rule.
20. **Waivers.** No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
21. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
23. **Force Majeure.** If either party is prevented from carrying out its obligations under this Agreement by events beyond its reasonable control, including acts or omissions of the other party, acts of God or of government not a party to this Agreement, natural disasters or storms, fire, act of terrorism, explosion, riot, war, political strike, labor disputes, failure or delay of third party transportation, or the availability of raw materials, then such party's performance of its obligations hereunder shall be excused during the period of such event and the time for performance of such obligations shall be automatically extended by the same period.

IN WITNESS WHEREOF, the Village and School District have entered into this Agreement as of the date set forth above.

VILLAGE OF GERMANTOWN

GERMANTOWN SCHOOL DISTRICT

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Village President

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President

**Intergovernmental Agreement  
Village of Germantown  
Facilities Usage**

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Village Clerk (Attest)

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Clerk (Attest)

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Park & Recreation Director

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Superintendent

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Park & Recreation Commission Chair

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Village Attorney (As to Form)

**Intergovernmental Agreement  
Village of Germantown  
Facilities Usage**

**ADDENDUM A  
Current Fee Schedule**

# Germantown School District

## 2018-19 SCHOOL YEAR FACILITY USE FEE SCHEDULE (PER HOUR BASIS)

	<u><b>GROUP</b></u>	<u><b>GROUP</b></u>
<u><b>Outdoor Facilities</b></u>	<b>(Priority 4)</b>	<b>(Priority 5)</b>
Football/Track Stadium with lights*	\$105	\$210
Football/Track Stadium without lights*	\$85	\$170
Baseball/Softball Fields*	\$55	\$110
Varsity Soccer Field with lights*	\$85	\$170
Varsity Soccer Field without lights*	\$65	\$130
Practice Fields	\$25	\$50
Tennis Courts (Per Court)*	\$20	\$40
Outdoor Learning Spaces (Pavilions)	\$15	\$30
 <u><b>Indoor Athletic Facilities</b></u>		
Elementary Gym*	\$15	\$30
Fieldhouse** per court (4 courts/stations)*	\$30	\$55
Fieldhouse** per court w/locker rooms*	\$35	\$60
GHS Main Gym*	\$25	\$50
GHS Main Gym w/locker rooms*	\$30	\$55
Fieldhouse** Lobby	\$20	\$40
Performing Arts Center	Varies	Varies
Fitness Center	TBD	TBD
Swimming Pool & Locker Rooms*	\$85	\$170

**\*\$20 flat fee added for use of scoreboards**

**\*\*Fieldhouse may simultaneously have more than one user; for exclusive use, a determination of user cost will be made by the Office of Business and Auxiliary Services**

### **General Use Areas**

Cafeterias with Kitchen amenities***	Varies	Varies
GHS Commons	\$35	\$40
Elementary Cafetoriums	\$35	\$60
Classrooms	\$25	\$40
Computer Classrooms (Tech support quoted per use)	\$30	\$40
IMC/LMCs	\$30	\$45

**\*\*\*Dependent upon amount of staff required for and duration of event scheduled**

### **SCHEDULING PRIORITIES**

- 1) The Germantown School District scheduling calendar will run from August 1 through July 31. Due to rescheduling and unforeseen circumstances, Priority 1 activities will **always** have scheduling priorities throughout the year and can bump previously scheduled activities in all other Priority categories.
- 2) Activities of Priority 2 groups will be scheduled by June 30 of the preceding year.
- 3) Users in Priorities 3 will be allowed to begin scheduling for the upcoming year July 10.
- 4) Users in Priority 4 will be allowed to begin scheduling for the upcoming year after July 20.
- 5) Users in Priority 5 will be allowed to begin scheduling for the upcoming year after July 31.



## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education                      **TOPIC:** Pom and Dance Travel Request  
**FROM:** Sara Unertl, Activities Director      **BOARD MEETING:** August 26, 2019  
**DATE:** August 19, 2019                      **AGENDA ITEM:** VIII.E.

The Germantown High School Pom and Dance Team students and two advisors have submitted an overnight travel request for 19 team members and two advisors, Chelsea Lovell and Kelly Navin, to travel to Walt Disney World in Orlando, FL February 12-17, 2020 to perform in the Badgerette All Star Talent Tour, if they qualify for the trip after competing at the Badgerette Midwest Grand Championship this month.

All trip costs will be paid through team members and club funds as outlined in the attached trip request form.

**RECOMMENDATION:** Approve the overnight travel request 19 Pom and Dance Team members and two advisors to travel to Orlando, FL February 12-17, 2020 to perform in the Badgerette All Star Talent Tour with all costs paid through team members and club funds.

# GERMANTOWN HIGH SCHOOL

## OVERNIGHT FIELD TRIP REQUEST FORM

**Name of Person Completing this Form:**

Chelsea Lovell

**Explanation of Field Trip:**

Badgerette All Star Talent Tour-Orlando, FL

**Date Submitted to Building Principal:**

8/14/2019

**Date Submitted to Superintendent's Office:**

**Location of Field Trip (Be Specific):**

Orlando, FL

**Number of Students on Field Trip:** 19

**Date(s) of Field Trip:**

2/12/20-2/17/20

**Number of Advisors on Field Trip:** 2

### BREAKDOWN OF FIELD TRIP COSTS FOR STUDENT AND FOR ADVISOR

	FOR STUDENTS		FOR ADVISORS	
	Board Funding Portion	Club Funding Portion	Board Funding Portion	Club Funding Portion
Registration	\$ -	\$ -	\$ -	\$ -
Transportation	\$ -	\$ 7,600.00	\$ -	\$ 400.00
Lodging	\$ -	\$ 20,178.00	\$ -	\$ 500.00
Meals	\$ -	\$ -	\$ -	\$ -
Other (please list)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>	\$ -	\$ 27,778.00	\$ -	\$ 900.00
Total Students or Advisors from Above	19	19	2	2
Cost Per Student or Advisor	\$ -	\$ 1,462.00	\$ -	\$ 450.00
<b>Grand Total Cost</b>	\$ 28,678.00			

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education                      **TOPIC:** WASB Region 15 Representative  
**FROM:** Jeff Holmes                      **BOARD MEETING:** August 26, 2019  
**DATE:** August 20, 2019                      **AGENDA ITEM:** VIII.F.

Board Clerk Lester Spies was chosen to fill a one-year vacancy as the WASB Region 15 Representative due to a resignation last year. Board Member Spies has indicated an interest in continuing this position and is requesting formal Board endorsement to apply for the full three-year term.

**RECOMMENDATION:** Nominate Lester Spies as candidate for the WASB Region 15 Representative vacancy.

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education

**TOPIC:** Resignations

**FROM:** Michael Nowak

**BOARD MEETING:** August 26, 2019

**DATE:** August 22, 2019

**AGENDA ITEM:** VIII.G.

Sarah Thompson submitted her letter of resignation effective August 15, 2019. Sarah was hired in August of 2017 in the Germantown School District as a Special Education Teacher at Germantown High School. Additionally Christine Trainor submitted her letter of resignation effective August 19, 2019. Christine was recently hired to begin teaching English at Germantown High School in the 2019-2020 school year.

**RECOMMENDATION:** Approve the resignations of Sarah Thompson and Christine Trainor. Approve posting and filling the related vacancies.

**\*\*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:** Teacher Contracts

**FROM:** Michael Nowak

**BOARD MEETING:** August 26, 2019

**DATE:** August 22, 2019

**AGENDA ITEM:** VIII.H.

The administration is recommending the approval of the following part-time contract for the 2019-2020 school year.

Employee Assignment/Location	Rationale	FTE	Contract Type	Salary
<i>Sara Kureck</i> Special Education Teacher Germantown High School	Sara is filling the vacancy occurring due to increased student enrollment and needs	.5	part-time	\$22,250

**RECOMMENDATION:** Approve the .5 FTE limited-term contract for Sara Kureck at \$22,250.

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** Assistant Principal Contract  
**FROM:** Michael Nowak                      **BOARD MEETING:** August 26, 2019  
**DATE:** August 22, 2019                      **AGENDA ITEM:** VIII.I.

After interviews with two committees, we are pleased to bring forward a recommendation to hire a new Assistant Principal at Germantown High School. Jennifer Johannsen brings a wide range of experience as an administrator. She has served as an Assistant Principal at West Bend East High School for the last four years. Prior to moving to Wisconsin, she served as the Principal of Janesville Junior/Senior High School in Janesville, Iowa. Additionally, Jennifer served in the role of Assistant Principal at multiple schools including Janesville Junior/Senior High School in Janesville, Iowa, John Adams Middle School in Mason City, Iowa and Roosevelt Middle School in Mason City, Iowa. Prior to becoming an administrator, she taught Physical Education and Health at Brown Deer Middle/High School in Brown Deer, Wisconsin.

Through the interview process, it became evident that Jennifer will bring a student-centered mindset to the position. In all of her experiences she has played a significant role in fostering supportive school environments that support the academic, social and emotional growth of students. Likewise, it was very clear that she values the importance of building strong relationships with students, parents and staff members in an effort to help every student succeed.

**RECOMMENDATION:** Approve the two year contract for Jennifer Johannsen as the new Germantown High School Assistant Principal with a first year prorated salary of \$79,261. This is based on a yearly salary of \$93,250.