

**GERMANTOWN SCHOOL DISTRICT  
NOTICE OF BOARD OF EDUCATION MEETING  
MacArthur Elementary School Cafetorium  
W154 N11492 Fond du Lac Ave  
Germantown, WI 53022**

**March 18, 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. February 25, 2019 Board of Education
  - B. February 25, 2019 Closed Session
- V. Reports and Information Items
  - A. Student Representative Report
  - B. Interactive TV Presentation
  - C. PAC Update
- VI. Building Committee
  - A. Discussion and action to approve construction change orders exceeding \$25,000.
  - B. Update on items discussed at March 18, 2019 Building Committee meeting.
- VII. Finance Committee
  - A. Discussion and action to approve the three-year Financial, Enrollment, 220 Audit for fiscal year ending 2019, 2020, and 2021 with Baker Tilly Virchow Krause, LLP.
  - B. Discussion and action to approve purchases over \$15,000.
  - C. Update on items discussed at March 18, 2019 Finance Committee meeting.
- VIII. New Business
  - A. Discussion and action to approve swim club agreement.
  - B. Discussion and possible action to approve revised Village of Germantown Intergovernmental Agreement.
  - C. Discussion and action to approve facility use fee waiver requests.
  - D. Discussion and action to approve overnight travel requests.
  - E. Discussion and action to approve donation.
  - F. Discussion and possible action to approve teacher make-up days.
  - G. Discussion and action to approve new teacher contracts.
  - H. Discussion and action to approve the 2019 Summer School Budget.
- IX. Closed Session: The Board will entertain a motion to convene in closed session pursuant to Section 19.85(1) (e), (f), and (g) to discuss pending litigation, employee and student issues. The Board may 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  
February 25, 2019**

1. The meeting of the Board of Education was called to order by Board President Bob Soderberg in the District Offices Board Room at 7:03 p.m. Superintendent Jeff Holmes read the official meeting notification. Roll call: Soderberg – yes, Medved – yes, Borden – yes, Barney – yes, Spies – yes, Larson - yes. Loth – absent (excused).
2. Motion by Larson, second by Barney to approve the agenda. Motion carried.
3. Motion by Larson, second by Borden to approve the February 11, 2019 Board of Education and closed session minutes. Motion carried.
4. Director of Educational Systems Dr. Rick Grothaus gave a presentation on the recent student manufacturing field trip.
5. School Resource Officer Cathy Pierce updated the Board on the presentation that took place at Kennedy Middle School February 21, 2019 for Germantown parents regarding social media and vaping/dabbing.
6. Recommendation from Finance Committee to approve 2019-2020 finalized student fees. Motion carried.
7. Recommendation from Personnel Committee to approve allowing school district aides to use up to four sick days for inclement weather days occurring over the past several weeks in a one-time non-precedent setting manner. Motion carried.
8. Recommendation from Personnel Committee to approve posting for a Network Technician position, paying the prorated amount for this school year out of the technology budget, and direct the Director of Business to add the position to the regular staffing budget for 2019-2020. Motion carried.
9. Recommendation from Personnel Committee to increase Destination Imagination District Coordinator pay to \$1,392.60 beginning with the 2018-2019 school year. Motion Carried.
10. Motion by Barney, second by Spies to accept the grant in the amount of \$7,500 from Milwaukee Society of Plastics and the grant in the amount of \$6,850 from the Society of Plastics Engineers, Inc. to the Kennedy Middle School tech ed program and thank the donors for their generosity. Motion carried.
11. Motion by Spies, second by Borden to approve the 1.0 FTE limited term contract for Ashley Holtz at \$10,315.97. Motion carried.
12. Motion by Barney, second by Spies to approve the request for retirement for Mary Van Slett and thank her for her years of service in the district. Motion carried.
13. Motion by Larson, second by Spies to enter into closed session pursuant to Section 19.85(1)(e), (f), and (g) to discuss pending litigation, employee and student issues. Motion carried (roll call vote).
14. Board President Soderberg declared the meeting adjourned at 7:47 p.m. The Board entered into closed session at 7:53 p.m. and did not return to open session, adjourning at 9:17 p.m.

Jayne Borst  
Recording Secretary

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Lester Spies  
School Board Clerk

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education

**TOPIC:** Swim Club Agreement

**FROM:** Sara Unertl

**BOARD MEETING:** March 18, 2019

**DATE:** February 19, 2019

**AGENDA ITEM:** VIII.A.

The Director of Student Activities is requesting the attached agreement be approved between the Germantown School District and the Menomonee Falls Swim Club (name to be changed per agreement).

The partnership will be good for the District and surrounding community. Essentially, it is the same agreement the club has with the Menomonee Falls School District.

**RECOMMENDATION:** Approve the swim team agreement between the Germantown School District and the Menomonee Falls Swim Club.

## **Germantown School District and Menomonee Falls Swim Club Affiliate Agreement**

This agreement is made and entered into on the \_18th\_ day of \_March\_, \_2019\_, between the Germantown School District (GSD) and the Menomonee Falls Swim Club (MFSC).

***By signing this agreement, MFSC warrants the reading, acceptance, and agreement to comply with the following terms and conditions:***

- 1) GSD will not provide tax levy funding to MFSC.
- 2) MFSC is responsible for its own registration process.
- 3) Scheduling of facilities must be done through SchoolDude. Facility requests must be reviewed and approved by GSD prior to use. GSD has the authority to change schedules at its discretion.
- 4) MFSC is responsible for facility charges when utilizing school district facilities. Charges will be based on the current district facility use policy and the level of Germantown resident participants in the organization.
- 5) MFSC will be charged for custodial fees when utilizing the facilities beyond regularly scheduled custodian shifts.
- 6) Any bills incurred by MFSC will become due within 30 days or receipt, or a 15% finance fee may be charged.
- 7) It is the responsibility of MFSC to maintain the facility they use. Any labor charges incurred for damages to a facility by either a MFSC member, or guest of a MFSC member, is the responsibility of MFSC.
- 8) MFSC will abide by the GSD nondiscrimination policy.
- 9) MFSC will have a policy in place requiring a background check on any individual that may come in contact with youth, or may be handling money. Background checks must be completed in a timely and consistent manner.
- 10) A charge may be levied against MFSC for storage of their equipment on school property.
- 11) A link to the MFSC's website will be listed on the GSD website. As space permits, basic MFSC contact information will be included in the GSD seasonal activity guides.
- 12) The Director of Building and Grounds, with input from the Director of Activities, must approve any permanent improvements made to a facility. The Building Committee will then have the final decision. Then, the improvement will become part of the facility.

- 13)The operations and activities of the MFSC will be reviewed annually, as scheduled by the Director of Activities.
- 14)The use of tobacco and illegal drugs are strictly prohibited on school district property.
- 15)The use and sale of alcohol is prohibited on school district owned and leased property.
- 16)MFSC will comply with all requirements of the GSD Facility Use Policy and related School District Policies.

Additional terms of this agreement: MFSC will change their name within six months to include Germantown. The name will be reviewed by the Director of Activities. Additionally, proof of American Red Cross Lifeguard Certification for all coaches is required. Certifications will be stored in the Activity Director's office.

To be valid, the following information needs to be returned along with the Agreement.

- 1) A current membership roster, including addresses.
- 2) A current list of board members or officers, with addresses, phone numbers and email addresses.
- 3) A copy of organization by-laws.
- 4) A list of projected facility needs with an approximate schedule of usage.
- 5) A copy of fee schedule or registration flyer.
- 6) A copy of your organization's certificate of liability insurance, naming the Germantown School District as the certificate holder.

Representative \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Accepted By \_\_\_\_\_ Date \_\_\_\_\_

(MFSC Representative Signature)

Accepted By \_\_\_\_\_ Date \_\_\_\_\_

(Sara Unertl, GSD Director of Activities)

March 18, 2019

Dear Menomonee Falls Swim Club,

On December 17, 2018, the Board of Education approved new 2018-19 facility rental fees. See the enclosed fee schedule for additional information. Note that the Menomonee Falls Swim Club (MSFC) regular rate will be at a 25% discount of the Priority 4 rate.

In addition, the (MFSC) facility fee cap will be \$12,000 for the 2019-20 fiscal year (July 1, 2019 through June 30, 2020). A portion of this fee, not to exceed \$10,000, may be paid by way of Board approved donations of personal property items that the District would have otherwise purchased. For the 2018-19 school year, MFSC use will be assessed a prorated fee based on usage.

As a reminder, MFSC will not be eligible for the discounted rate for a facility reservation if either of the following occur:

- MFSC reserves a facility, but does not use it, and has not cancelled with a minimum of 3 day notice.
- MFSC uses a facility without properly reserving it in advance with District staff in accordance with the District's online facility use reservation system (SchoolDude).

MFSC will be assessed the full Priority 4 rate under these circumstances. This fee will not apply toward the facility fee cap, and Board approved donations of personal property items that the District would have otherwise purchased cannot be used to cover the additional fee. The Activities Department will review and modify the status of the MFSC groups "not following facility guidelines".

We remain committed to working with the MFSC in providing quality programs to the community, and thank you and your board for your efforts. If you have any questions, please do not hesitate to contact me at (262) 253-3415 or by email at: [sunertl@gsdwi.org](mailto:sunertl@gsdwi.org).

Sincerely,

**Sara K. Unertl**  
**Activities Director**  
Germantown High School  
W180 N11501 River Lane  
Germantown, WI 53022  
(262) 253-3415  
[SUnertl@gsdwi.org](mailto:SUnertl@gsdwi.org)

Book

Policy Manual

Section

7000 Property

Title

COMMUNITY USE OF SCHOOL FACILITIES

Code

po7510.01

Status

Active

Adopted

August 22, 2011

Last Revised

December 17, 2018

**7510.01 - COMMUNITY USE OF SCHOOL FACILITIES**

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 second priority (2) to the Municipalities of Germantown School District Parks and Recreation Department(s), and all other organizations or individuals per their designated priority group (3, 4, or 5). All requestors will be assigned a designated category by the District as listed below. If an organization or individual has not been assigned a category, the Director of Business and Auxiliary Services will assign a category at the time of application.

Presentations, programs, plays, or theatrical productions may be prohibited if the proposed event contains depictions of or glorification of violence, drug use, sexual activity, or depicts or encourages other similar

conduct inappropriate for a school facility. The District may require restricted attendance for any production that is rated for mature audiences only. This shall not be used to restrict any production or event on the basis of a particular viewpoint or message, rather, the Board believes that themes and depictions within any production should not detract from the educational and environmental interests of a school community. Determinations regarding content will be made in consultation among the Superintendent, District's Activities Director, and/or PAC Coordinator when applications for facility use are submitted; any disputes regarding determinations on content will be forwarded to the Board for final consideration.

## **PRIORITY USER GROUP CLASSIFICATIONS**

Users categorized in Priorities 3 through 5 wanting to use the Germantown School District facilities Monday through Friday and non-school days may and/or will be assessed a facility use charge, possible equipment charges, and/or staff charges. Priorities and fees associated with the use of the Germantown School District facilities are based upon a group's classification as determined by the Board and waivers for fees may be sought by users in Priority Groups 3, 4, or 5.

**PRIORITY 1:** Germantown School District Curricular, Co-Curricular, and Extra-Curricular programs

**PRIORITY 2:** Germantown School District's Municipalities Park and Recreation Department programs, which are assessed usage fees at seventy-five percent (75%) of the District's fee schedule for Priority 4 users

**PRIORITY 3:** Germantown School District affiliated groups and community groups (must have fifty-one percent (51%) of membership being Germantown School District residents and/or Germantown School District students), which are assessed usage fees at twenty-five percent (25%) of the District's fee schedule for Priority 4 users. The group must provide a certificate of insurance with minimum liability coverage of \$1,000,000. Examples include, but are not limited to:

- A. Parent Teacher Associations (PTA) or Parent/Teacher Organizations (PTO)
- B. Athletic/Co-curricular/Extra-curricular Booster Clubs
- C. Boy Scouts, Cub Scouts, Girl Scouts, Brownies, Daisies
- D. Youth Athletic Clubs
- E. GSD Municipalities Police and Fire
- F. GSD non-profit organizations (must include Section 501.c.3 proof of status)
- G. GSD community churches

**PRIORITY 4:** Non-Profit outside organizations (must include Section 501.c.3 proof of status) or organizations with less than fifty-one percent (51%) of membership being Germantown School District residents and/or Germantown School District Students. The group must provide a certificate of insurance with minimum liability coverage of \$1,000,000. Examples include, but are not limited to:



- A. Non-school related youth sports teams (student roster list is less than fifty-one percent (51%) GSD residents/students)
- B. American Cancer Society
- C. United Way
- D. US Army, Navy, Air Force, Marine groups

**PRIORITY 5:** All other individuals and groups. The group must provide a certificate of insurance with minimum liability coverage of \$1,000,000. Facilities available for use include the school property, buildings, and equipment, with the following exceptions:

- A. With the exception of Priority 1 Groups, food service and food preparation area shall not be available for community use. Other Priority Groups may request food service and food preparation use; however, it must be staffed by School District personnel and the users shall be charged at the rate established by the District for each food service staff member needed. Fees waivers for food service staff are not granted.
- B. Industrial arts or maintenance facilities, as well as school or District materials, shall not be made available for community use, including use by School District employees.
- C. The A-Wing of Germantown High School shall not be available for community use.
- D. No motorized equipment shall be available for use (i.e. lifts, lawn care equipment).
- E. All arrangements for use of School District facilities shall be coordinated by the Director of Business and Auxiliary Services, the Superintendent, GSD Activities Director, and/or PAC Coordinator.
- F. Any responsible resident of the District who is at least twenty-one (21) years old or any responsible organization which has named a responsible adult who is at least twenty-one (21) years old to be in charge of and present at the activity may be eligible to use school facilities.
- G. Fees shall be charged for the use of school facilities in accordance with State law and established procedures. Such fees shall be determined by the Board. All eligible organizations shall be charged a fee in accordance with the fee schedule approved by the Board.
- H. Any individual or group granted approval for use of school facilities under this policy and its implementing procedures shall be required to abide by all facility use requirements.

## **Procedures for Use of School Facilities**

### **Facility Use Requests**

- A. Facility use requests shall be made by the person or organization in writing in a timely manner. No use may occur without written confirmation of approval. The Director of Business and Auxiliary Operations and/or GSD Activities Director shall determine the most effective methodology for the format of Facility Use Requests.
- B. All arrangements for the use of school facilities by GSD Municipalities Parks and Recreation Department(s) shall be coordinated by the Facility Services Department in conjunction with school offices and the GSD Municipalities Parks and Recreation Department(s) in accordance with any intergovernmental agreement established with the District.
- C. Applicants must provide enough supervisors, chaperones, or crowd control personnel to ensure proper conduct of all patrons and participants. An adult must be present from the beginning time stated on an "Application and Agreement for Use of Facilities" form until all participants have left the premises. It is the group's responsibility to maintain control of the behavior of all participants and spectators involved in the activity and to ensure that they remain in the area authorized by an approved "Application and Agreement for Use of Facilities" form.

### **Conditions for Use of Facilities**

- A. Under no condition shall any individual, group or business be allowed access to school facilities unless they have provided a responsible adult who is in charge, present at all times of use, and permission for use of the facility has been granted as outlined above.
- B. Times of use of the school facilities shall be such that they do not interfere with the regular school program. All requests for use of facilities will be considered subject to the annual facility use schedules established by the Office of Business and Auxiliary Services, principals, the GSD Activities Director, and PAC Coordinator. School facilities shall not be available to any school or non-school groups on Sundays or holidays unless pre-approved by the Director of Business and Auxiliary Operations, GSD Activities Director, and/or PAC Coordinator. Groups or individuals using the school facilities are restricted to the activity hours listed on their "Application and Agreement for Use of Facilities" form. Allow ample time before and after your activity for set-up and clean-up. User fees will be based upon when the group members enter the building to when they depart. All activities will end by the times approved on the "Application and Agreement for Use of Facilities" form.
- C. School District facilities used during non-operational school hours will be limited to one (1) building access point (i.e. set of doors). This building access point should be located as close to the building usage area as possible. The individuals using the facility shall provide a responsible adult to attend the building access point at all times and monitor access to the activity during the event.
- D. Supervision of use of school facilities shall be the prime responsibility of the applicant. Lack of proper supervision shall result in the immediate loss of facilities privilege. A custodian, District employee, and/or Municipalities Park and Rec employee must always be present when a facility is in use. The custodian shall not serve as the supervisor of the activities. If a District employee is present, the District employee shall not serve as the supervisor of the activities unless so designated by prior arrangement. A school authority shall assist and acquaint the applicant in the proper use of the facilities, and shall exercise such necessary authority to protect and preserve school property from damage. A charge shall be made to the applicant for any damage done to any school property. The applicant may be required to reimburse the District for any cleaning required to maintain the original condition of the facility.

- E. Any organization and its supervisors utilizing GSD facilities shall be liable for any damage done to school property or loss of school property and, assume all responsibilities for any personal injury to a patron and participants in their activities and/or events. A certificate of insurance is required prior to granting use of facilities, as well as a security deposit.
- F. All groups are expected to leave the facilities in the same condition in which they were found. Any expenses incurred because of activities will be charged to the user.
- G. The use and possession of alcoholic beverages, tobacco, and/or controlled substances shall be prohibited in school buildings and on school premises.

### **Use of Playgrounds**

- A. Children shall have responsible adult supervisors present whenever they are in organized groups utilizing the school grounds or any other facility; for emphasis, NO organized group shall be allowed to use school playground facilities without supervision.
- B. While all students are expected to go home as soon as school is over, unless attending some school-sponsored activity, the informal use of the playgrounds after school hours, on holidays or weekends by the children of the community is not prohibited. It is understood that such informal use of the playgrounds is done at the risk of the user.
- C. The agreement for the use of school facilities for public recreation programs shall be reviewed periodically by the District Administrator, Office of Business and Auxiliary Services, and the GSD Municipalities Park and Recreation Departments, and shall be in conformance with Board policy and these procedures.

### **Events Involving Firearms**

No person may be in possession of a firearm on school grounds in violation of Wisconsin or Federal law. A firearm may be in a school or on school grounds only if it is (a) unloaded, and (b) in a locked container or case in which no part of the firearm is visible. Events that involve firearms (e.g. a raffle where a firearm is a prize) must be conducted in accordance with this policy, applicable State and Federal law governing firearms in or on school grounds, and any other applicable state or federal laws.

### **Facility Use Fees**

- A. Facility use fees shall be established by the Board of Education. "Donations in kind" cannot be substituted for fees.
- B. Fees which are collected for facility use shall be accounted as "revenue" in Community Services Fund 80 and shall only be used for facilities operations and improvements.
- C. When the facilities are being used by the public and an admission or participation fee is charged, the organization shall be charged for such use at a rate established in the fee schedule.

- D. The manner in which fees are collected shall be determined by the Director of Business and Auxiliary Services.

### **Fee Structure/Designation/Waivers**

Fee waivers may be granted based on the following table:

- A. Priority Group 1 - No fees for facility use
- B. Priority Group 2 - Germantown School District's Municipalities Park and Recreation Department programs, which are assessed usage fees at seventy-five percent (75%) of the District's fee schedule for Priority 4 users
- C. Priority Group 3 - Fees assessed based on Use of Facility Fee Structure, which are assessed usage fees at twenty-five percent (25%) of the District's fee schedule for Priority 4 users
- D. Priority Group 4 - Fees assessed based on Use of Facility Fee Structure
- E. Priority Group 5 - Fees assessed based on Use of Facility Fee Structure

Fee waivers for Priority Groups 3, 4, and 5 are obtained by completing the Application for Waivers of Rental Fees with the Director of Business and Auxiliary Services and must be approved by the Board. Applications should be accompanied by the applicant organization's IRS Letter of Determination stating their 501(c)(3) status or a non-501(c)(3) status organization's statement of purpose. The waiver of fees does not relieve the organization of insurance requirements or other requirements as stated in this policy. The completed application will be forwarded to the Office of the Director of Business and Auxiliary Services and forwarded to the Board for their consideration at the next available regular meeting.

The Office of Business and Auxiliary Services keeps the official copy of the fee schedule and is also accessible at the District's website on their webpage with a fillable PDF form available for download.

The fee schedule is annually reviewed and approved by the Board.

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

	<b>GROUP (Priority 4)</b>	<b>GROUP (Priority 5)</b>
<b>Outdoor Facilities</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

### **Indoor Athletic Facilities**

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 TBD	Varies TBD
Fitness Center	Varies TBD	Varies 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**

- A. 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.
- B. Activities of Priority 2 groups will be scheduled by June 30 of the preceding year.

- C. Users in Priorities 3 will be allowed to begin scheduling for the upcoming year July 10.
- D. Users in Priority 4 will be allowed to begin scheduling for the upcoming year after July 20.
- E. Users in Priority 5 will be allowed to begin scheduling for the upcoming year after July 31.

Revised 3/26/12

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education                      **TOPIC:** Intergovernmental Agreement  
**FROM:** Jeff Holmes                              **BOARD MEETING:** March 18, 2019  
**DATE:** March 15, 2019                      **AGENDA ITEM:** VIII.B.

On Monday, March 3rd, the Village of Germantown Board of Trustees voted to approve an Intergovernmental Agreement (IGA) between the Village of Germantown and Germantown School District, which was presented to the Village at the end of January. The Village approved it with the following proposed amendments: 1) Change Section 5 to reflect no changes to the Addendum B Fee Structure during the duration of the IGA and; 2) Remove Section 6 language regarding "Non-lapsing Fund" that the remaining fund dollars be utilized in offsetting the costs associated with the new fees.

**RECOMMENDATION:** Approve the revision of the IGA as requested by the Village of Germantown Trustees regarding the proposed amendments.

**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;

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 time 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:
  - a. For Programming that takes place during the school year (August 25 through June 15) By June 30
  - b. For programming during the Summer By April 1



Intergovernmental Agreement  
Village of Germantown  
Facilities Usage

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. The Village is responsible for compliance with those policies, except as provided herein to the extent the terms of the 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. 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 May 15, 2019. All fee rates based on District policy fee schedule for Priority 4 users. The current fee schedule is attached hereto as **Addendum B**, and **will be maintained for the duration 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.
- 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. The most recent accounting of the funds in that account will be utilized by the Village to offset user fees associated with this agreement.
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 the number of hours and the Facility used for the program or activity. 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 of Facilities usage by the Village 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 Facilities 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 the course of Village programs/events using the Facilities.
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 is in need of 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 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 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.

If no agreement extending the Term of this Agreement has been reached by its expiration, the Parties shall continue to operate under the Terms as exist at the time of expiration until such time as either, one Party gives notice to the other of its intent to cancel the Agreement, in which case, the District shall provide the Village with the fee schedule provisions of this Agreement for any programs/events that have already been scheduled and for which public communication or registration has already begun.

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 or of the Village's Users use of the Facilities.
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 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 warrant 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.

*Signature page Follows This Page*

**Intergovernmental Agreement  
Village of Germantown  
Facilities Usage**

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**

\_\_\_\_\_  
Village President

\_\_\_\_\_  
President

\_\_\_\_\_  
Village Clerk (Attest)

\_\_\_\_\_  
Clerk (Attest)

\_\_\_\_\_  
Park & Recreation Director

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Park & Recreation Commission Chair

**Addendum B  
Current Fee Schedule**

# Germantown School District

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

	<u>GROUP</u>	<u>GROUP</u>
<u>Outdoor Facilities</u>	(Priority 4)	(Priority 5)
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>Indoor Athletic Facilities</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 TBD	Varies TBD
Fitness Center	Varies TBD	Varies 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:** Fee Waiver Requests

**FROM:** Ric Ericksen

**BOARD MEETING:** March 18, 2019

**DATE:** March 15, 2019

**AGENDA ITEM:** VIII.C.

The following group(s) is/are requesting a fee waiver for facility use.

- Germantown Youth Futures - \$100
- MCCC (Milwaukee Chinese Community Center) - \$172.50

All groups have used the facilities in the past without fees charged\*

**Attachment(s):** Germantown School District Waiver request forms & Fee Sheets

**RECOMMENDATION:** Approve facility use fee waiver requests for Germantown Youth Futures and MCCC (Milwaukee Chinese Community Center).

# Germantown School District

## Facility Request-Fee Waiver Form for Remainder of 2018-19 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 second priority (2) to the Municipalities of Germantown School District Parks and Recreation Department(s), and all other organizations or individuals per their designated priority group (3, 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.

Individuals or groups requesting a fee waiver must complete the following information and submit 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, form must be saved on your personal device ahead of submitting and emailed to doorsecurity@gsdwi.org**

**Date Submitted:** February 21, 2019

### I. Contact Information:

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

Germantown Youth Futures

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

Becky Wittmann, KMS, bwittmann@gsdwi.org

Primary Cell/Phone Number: 262-502-7314

Secondary Cell/Phone Number: 262-250-4714 (Patti Heinen)

### II. Facility Request information:

Date(s) Requested: 3/5; 3/20; 4/3; 4/17; 5/17

Facility Requested: KMS

Time of Day Facility is needed (from when to when): 6:00 - 8:00 except for 5/17 3:00 - 11:00

General Questions:

1. Does this event directly benefit regular school programming? X Yes        No
2. Is this a fundraising civic or non-commercial event? 5/17 Yes        No
3. Are you recognized by the IRS as a Non-Profit? X Yes        No
4. What percentage of your organization's membership are GSD residents? 100%

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

Germantown Youth Futures provides the youth of Germantown - grades 5 - 12 with drug and alcohol free activities. The organization educates the students about the dangers of underage and illegal drug use. Our goal is to raise healthy drug-free youth. Germantown Youth Futures works closely with the GSD and supports many of its drug education activities including speakers at KMS and Every 15 minutes at GHS.

### FOR OFFICE USE ONLY

Fee Waiver Approved	Fee Waiver Denied	Special Conditions if Approved or Reason for Denial - See attached*
---------------------	-------------------	---------------------------------------------------------------------

Date Received: by 2.27.19 Confirmed by: \_\_\_\_\_ 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	\$	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	\$ 6.25	Per Hr.	X	0	hours	\$	100.00
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**

16 Total Hours of Classroom Use  
25% of \$25.00/hr. Charge  
Group #3

\$ -

Total Charges \$100.00

Group Name

Germantown Youth Futures

Person In Charge

Becky Wittemann

Building Principal

Susan Climer

NOTES:

2.27.19 bjm



# Confirmation

[Home](#) | [Security Profile](#) | [Logout](#)

Your Form 990-N(e-Postcard) has been submitted to the IRS

- **Organization Name:** GERMENTOWN YOUTH FUTURES INCORPORATED
- **EIN:** 470908722
- **Tax Year:** 2018
- **Tax Year Start Date:** 01-01-2018
- **Tax Year End Date:** 12-31-2018
- **Submission ID:** 10065520190322548673
- **Filing Status Date:** 02-01-2019
- **Filing Status:** Accepted

**MANAGE FORM 990-N SUBMISSIONS**

# Germantown School District

## Facility Request-Fee Waiver Form for Remainder of 2018-19 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 second priority (2) to the Municipalities of Germantown School District Parks and Recreation Department(s), and all other organizations or individuals per their designated priority group (3, 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.

Individuals or groups requesting a fee waiver must complete the following information and submit 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, form must be saved on your personal device ahead of submitting and emailed to [doorsecurity@gsdwi.org](mailto:doorsecurity@gsdwi.org)

Date Submitted: 2/25/19

### I. Contact Information:

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

MCCC (Milwaukee Chinese Community Center), PO Box 664, Brookfield, WI 53008, [lixiangw@ieee.org](mailto:lixiangw@ieee.org), Lixiang Wei, Principal

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

[melissa.parmenter@gmail.com](mailto:melissa.parmenter@gmail.com), Melissa Parmenter, Program Coordinator

Primary Cell/Phone Number: 262-347-8011 Melissa Secondary Cell/Phone Number: 414-388-2671 Lixiang

### II. Facility Request information:

Date(s) Requested: 23 Mondays: 10/1-12/10, 2/4-5/20 Facility Requested: CL Library (2 tables)

Time of Day Facility is needed (from when to when): 3:50 - 4:50 pm Mondays

#### 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%

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

MCCC is a non-profit school passionate about teaching Mandarin Chinese language and culture. In order to maintain small class sizes and keep tuition affordable, MCCC is requesting a fee waiver. This after-school program supplements the District's summer school program to create demand for future high school study. Mandarin is the most spoken language in the world and China continues to be an important global force. Students learning Chinese at a young age will have an advantage later in life.

#### FOR OFFICE USE ONLY

Fee Waiver Approved	Fee Waiver Denied	Special Conditions if Approved or Reason for Denial - See attached*
---------------------	-------------------	---------------------------------------------------------------------

Date Received: By 3.1.19 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	0	hours	\$	-
Regular/Auxillary Gym	\$	Per Hr.	X	0	hours	\$	-
IMC/Cafeteria	\$ 7.50	Per Hr.	X	23	hours	\$	172.50
Labs (*Computer Aide Required)	\$	Per Hr.	X	0	hours	\$	-
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

23 Mondays for 1 hr./Each

Use of Library

Group #3

\$ -

Total Charges \$ 172.50

Group Name

Milwaukee Chinese  
Community Center (MCCC)

Person In Charge

Melissa Parmenter

Building Principal

Andy Eisenbach

NOTES:

3.1.19 bjm

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

DEPARTMENT OF THE TREASURY

Date: DEC 30 2006

MILWAUKEE CHINESE COMMUNITY CENTER  
INC  
C/O ANICK & ASSOCIATES  
11933 W BURLEIGH ST STE 100  
WAUWATOSA, WI 53222-3100

Employer Identification Number:  
20-5575651  
DLN:  
17053317011016  
Contact Person:  
BENJAMIN L DAVIS ID# 31465  
Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
June 30, 2006  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
June 30, 2010

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. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the

Letter 1045 (DO/CG)





PO Box 664, Brookfield, WI 53008-0664

October 8, 2018

Board of Education  
Germantown School District  
N104 W13840 Donges Bay Road  
Germantown, WI 53022

Dear Mr. Holmes and the Germantown School Board,

The Milwaukee Chinese Community Center (MCCC) is a non-profit school that promotes Chinese language and culture to children. We have a small but dedicated group of Germantown students learning Mandarin Chinese in an after school program at County Line. Our goal is to offer a creative learning environment to as many students as possible. In order to keep the tuition affordable while maintaining small class sizes, we respectfully request a facilities use fee waiver for the 2018-2019 school year.

The class uses part of the library after school once per week and requires no additional custodial or staff services, equipment or needs. At least two adults are present at all times and we take the utmost care of the facility.

We remain a non-profit school because of our passion to share the Chinese language and culture in Germantown. As the most spoken language in the world, Chinese is becoming increasingly important in our global economy. We hope students will want to continue learning about China's language and culture.

We appreciate your continued support of our after school program and we thank you for offering Chinese in summer school!

Thank you for your consideration,

Wei Gao  
Secretary General of  
Milwaukee Chinese Community Center

## **GERMANTOWN SCHOOL DISTRICT**

<b>TO:</b>	Board of Education	<b>TOPIC:</b>	DECA Overnight Travel Request
<b>FROM:</b>	Joel Farren	<b>BOARD MEETING:</b>	March 18, 2019
<b>DATE:</b>	March 13, 2019	<b>AGENDA ITEM:</b>	VIII.D.

The Germantown High School DECA students and advisors are submitting an overnight travel request to compete at the National DECA Competition, April 26-May 1 in Orlando, FL. All expenses for the trip will be paid out of the GHS DECA student activity account. Due to the 1:8 adult to student ratio requirement, we will attempt to get a retired teacher to attend the competition so another teacher isn't missing classes.

**RECOMMENDATION:** Approve the overnight travel request for 23 DECA students and three advisors to attend the National DECA Competition April 26-May 1, 2019 in Orlando, FL.

# GERMANTOWN HIGH SCHOOL

## OVERNIGHT FIELD TRIP REQUEST FORM

**Name of Person Completing this Form:**

Vinny Daniels, GHS Deca

**Explanation of Field Trip:**

National DECA Competition

**Date Submitted to Building Principal:**

11-Mar-19

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

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

Orlando, FL, Rosen Plaza, 9700 International Dr. Orlando, FL

615-259-4343

**Number of Students on Field Trip:** 23

**Date(s) of Field Trip:** 4.26.19-5.1.19

**Number of Advisors on Field Trip:** 3

### 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	\$ -	\$ 2,875.00	\$ -	\$ 375.00
Transportation	\$ -	\$ 5,750.00	\$ -	\$ 750.00
Lodging	\$ -	\$ 7,820.00	\$ -	\$ 1,020.00
Meals	\$ -		\$ -	
Other (please list)	\$ -		\$ -	
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>	\$ -	\$ 16,445.00	\$ -	\$ 2,145.00
Total Students or Advisors from Above	5	23	3	3
Cost Per Student or Advisor	\$ -	\$ 715.00	\$ -	\$ 715.00
<b>Grand Total Cost</b>	\$ 18,590.00			

## **GERMANTOWN SCHOOL DISTRICT**

<b>TO:</b>	Board of Education	<b>TOPIC:</b>	FBLA Overnight Travel Request
<b>FROM:</b>	Joel Farren	<b>BOARD MEETING:</b>	March 18, 2019
<b>DATE:</b>	March 5, 2019	<b>AGENDA ITEM:</b>	VIII.D.

Fifty of the Germantown High School FBLA students and four advisors, Ms. Tasch, Mr. Meyer, Mrs. Mueller and parent Ms. Mazzone are submitting an overnight travel request to compete at the State FBLA Competition April 7-9 in Green Bay, WI. Student costs will be paid by student contribution and funds from the FBLA account.

**RECOMMENDATION:** Approve the overnight travel request for 50 FBLA students and four advisors to attend the State FBLA Competition April 7-9, 2019 in Green Bay, WI.

# GERMANTOWN HIGH SCHOOL

## OVERNIGHT FIELD TRIP REQUEST FORM

**Name of Person Completing this Form:**

Jennifer Tasch

**Date Submitted to Building Principal:**

3/5/2019

**Explanation of Field Trip:**

Students are competing at FBLA state in their respective categories for 2.5 days in Green Bay. Students will be rooming at a hotel in Green Bay of FBLA's choosing, competing each day, and participating in local tours. Each student will cover tour and food fees individually.

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

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

KI Center Green Bay, Hotel (to be determined by FBLA and not announced until mid March)

**Number of Students on Field Trip:** 50

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

April 7-April 9

**Number of Advisors on Field Trip:** 4

### 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	\$ -	\$ 3,280.00		\$ 65.00
Transportation	\$ -	\$ 1,376.00	\$ -	\$ -
Lodging	\$ -	\$ 3,360.00	\$ -	\$ 480.00
Meals	\$ -	\$ -	\$ -	\$ -
Other (please list)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>	\$ -	\$ 8,016.00	\$ -	\$ 545.00
Total Students or Advisors from Above	50	50	4	4
Cost Per Student or Advisor	\$ -	\$ 160.32	\$ -	\$ 136.25
<b>Grand Total Cost</b>	\$ 8,561.00			



Logan Meyer &lt;lmeyer@gsdwi.org&gt;

## Registration Payment Receipt

wi-fbla@registtermychapter.com <wi-fbla@registtermychapter.com>  
 To: lmeyer@gsdwi.org

Mon, Mar 4, 2019 at 3:38 PM

# Receipt

### CHAPTER INFORMATION

Germantown High School  
 Logan Meyer (updated 9/26/18)  
 W180 N11501 River Lane  
 Germantown, WI 53022  
 Phone: 262-502-7120  
 Cell: 920-918-1105  
 Email: lmeyer@gsdwi.org

<b>REMIT TO</b>
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State Leadership Conference invoices must be addressed and delivered to:

ATTN: WISCONSIN FBLA  
 125 SOUTH WEBSTER STREET  
 MADISON, WI 53703

A printed copy of the invoice should be sent with your payment by the first Wednesday in March.

Number	School #	Date	Chapter ID	P.O./Check #
10149266	149	2/21/2019	6007	

Quantity	Description	Each	Total
2	Adviser	\$65.00	\$130.00
2	Adviser Secondary-Chaperone	\$65.00	\$130.00
3	Legacy Academy (be sure to select the event for Legacy Academy)	\$65.00	\$195.00
1	Local Chapter Annual Business Report Representative	\$65.00	\$65.00
46	Student Competitive Event Participant	\$65.00	\$2,990.00
3	z LEGACY ACADEMY - MAX 4 PER CHAPTER	\$10.00	\$30.00
54	Participants	<b>TOTAL</b>	<b>\$3,540.00</b>
Check Payment (3/4/2019) - Chk# 235154			\$260.00
<b>Balance Due</b>			<b>\$3,280.00</b>

Any schools who would like to sign up for Automate Transfer of Funds Transactions (versus issuing a check) must contact the WI FBLA CTSO Financial Specialist at 608-266-1966 to request a pre-authorization in order to accommodate payment being received by the first Wednesday in March. Failure to submit payment prior to the event may result a DPI invoice being sent to the attention of school administration for any outstanding balance due.

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education

**TOPIC:** Donations

**FROM:** Jeff Holmes

**BOARD MEETING:** March 18, 2019

**DATE:** March 8, 2019

**AGENDA ITEM:** VIII.E.

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. Accept the donation of (6) 8.0L Gas Engines, valued at \$3,991, from General Power Systems to the Germantown High School autos program.

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

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education      **TOPIC:** Teacher Make-up Days  
**FROM:** Jeff Holmes/Mike Nowak      **BOARD MEETING:** March 18, 2019  
**DATE:** March 15, 2019      **AGENDA ITEM:** VIII.F.

Regarding the six school days lost to inclement weather for the 2018-19 school year, it was determined that the Board should consider the possible make-up of those days for teaching staff. After careful consideration and research of the circumstances and dynamics associated with this issue, district administration believes that substantial evidence exists to promote the idea that the current day and minutes added to our school calendar should suffice as make-up time for the 2018-19 school year; particularly, considering our compressed calendar, teacher reports of work done from home on those days, and pending construction timelines.

**RECOMMENDATION:** Allow for the current make-up day and minutes added to the 2018-19 school calendar count as the make-up time for teaching staff with the caveat that employee handbooks and Board policies be reviewed to make determinations and/or modifications that better address future inclement weather days that may arise.



## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education

**TOPIC:** Teacher Contracts

**FROM:** Michael Nowak

**BOARD MEETING:** March 18, 2019

**DATE:** March 14, 2019

**AGENDA ITEM:** VIII. G.

The administration is recommending the approval of the following limited-term contract for the 2018-19 school year.

<b>Employee Assignment/Location</b>	<b>Rationale</b>	<b>FTE</b>	<b>Contract Type</b>	<b>Salary</b>
Matthew Ritter Science Teacher Germantown High School	Matthew is filling a vacancy created by an FMLA leave.	1.0	Limited- Term (67 days)	\$17,539

**RECOMMENDATION:** Approve the 1.0 FTE limited-term contract for Matthew Ritter at \$17,539

## GERMANTOWN SCHOOL DISTRICT

**TO:** All Board Members                      **TOPIC:** Summer School 2019

**FROM:** Brenda O'Brien                      **BOARD MEETING:** March 18, 2019

**DATE:** February 22, 2019                      **AGENDA ITEM:** VIII.H.

The following is a proposed budget for Summer School, 2019. The budget includes the fees that would have previously been charged to families.

### Salaries

Game Leaders Training	20 hours x \$30 per hour x 2 teachers = \$1200
Transition to 1st Grade	92 hours x \$30 per hour = \$2760
Jumping into Kindergarten	92 hours x \$30 per hour x 2 teachers = \$5520
Learning in Motion - PreK	92 hours x \$30 per hour x 2 teachers = \$5520
Learning in Motion - Kindergarten	92 hours x \$30 per hour x 2 teachers = \$5520
Math Boosters/Algebra	92 hours x \$30 per hour x 8 teachers = \$22,080
Literacy Boosters	92 hours x \$30 per hour x 8 teachers = \$22,080
Engineering Adventures	92 hours x \$30 per hour x 3 teachers = \$8280
High School Credit Recovery	92 hours x \$30 per hour x 2 teachers = \$5520
KMS Band	102 hours x \$30 per hour = \$3060
	100 hours x \$30 per hour = \$3000
GHS Band	124 hours x \$30 per hour = \$3720
	81 hours x \$30 per hour = \$2430
Healthcare Academy	\$1500
Physical Education	Under consideration as 1.0 FTE
Knitting	46 hours x \$30 per hour = \$1380
Scrapbooking	92 hours x \$30 per hour = \$2760
Community-based Instruction	92 hours x \$30 per hour = \$2760
Garden Adventure	92 hours x \$30 per hour x 2 teachers = \$5520
Radio News	92 hours x \$30 per hour = \$2760
Fishing for Kids	23 hours x \$30 per hour x 2 teachers = \$1380
Games Galore	92 hours x \$30 per hour = \$2760
Summer Chefs	23 hours x \$30 per hour x 2 teachers = \$1380
Mandarin	92 hours x \$30 per hour = \$2760
Kids Yoga	92 hours x \$30 per hour = \$2760
Gamers Unite	92 hours x \$30 per hour = \$2760

PE Games	92 hours x \$30 per hour = \$2760
Juega en Espanol	46 hours x \$30 per hour = \$1380
Animal Adventures	92 hours x \$30 per hour x 2 teachers = \$5520
Digital Photography	92 hours x \$30 per hour = \$2760
Legos	46 hours x \$30 per hour = \$1380
Stirring Up a Story	30 hours x \$30 per hour = \$900
Run, Run, Run	46 hours x \$30 per hour x 2 teachers = \$2760
Paraprofessionals	77 hours x \$20 per hour (varies) x 8 = \$12,320
Wilderness Camping	36 hours x \$30 per hour x 3 teachers = \$3240
NASA Technology	92 hours x \$30 per hour = \$2760
Science Extravaganza	25 hours x \$30 per hour = \$690
What's the Biz...	25 hours x \$30 per hour x 2 teachers = \$1,500
Genius Hour	92 hours x \$30 per hour x 2 teachers = \$5,520
Food is Fun	92 hours x \$30 per hour = \$2,760
READ	92 hours x \$30 per hour = \$2,760
Intro to English 9	30 hours x \$30 per hour = \$900
Learn to Swim	30 hours x \$30 per hour x 5 instructors = \$4500

**Estimated Salary Total:                      \$219,475 (with 25% benefits added)**

**Purchase of Additional Materials**

Math Workbooks	\$15 per student x 80 = \$1200 for Math Boosters
Engineering Adventures Refill	\$300 for materials needing replacement from last year
Summer School Supplies	\$3,000
Consumables	\$8,000
Lego replacement costs	\$500
NASA start-up costs	\$1,700
Animal Adventures	\$300
Community-Based Instruction	\$1,500
Field Trip Expenses	\$450

**Estimated Grand Total:        \$236,425**

This Grand Total does not reflect the costs associated with Extended School Year (Special Education services).

**RECOMMENDATION:** Approve the Summer School budget for 2019 as presented.