

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

**January 14, 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. December 17, 2018 Board of Education
  - B. December 17, 2018 Closed Session
- V. Reports and Information Items
  - A. Student Representative Report
  - B. Early Graduates Update
  - C. Professional Development Update
  - D. Donges Bay Road Property Development Update
  - E. Pool, PAC, and Fieldhouse Update
- VI. Building Committee
  - A. Discussion and possible action regarding Village of Germantown Intergovernmental Agreement, and other Village-related matters.
  - B. Update on remaining items discussed at January 14, 2019 Building Committee meeting.
- VII. New Business
  - A. Discussion and action to approve donations
  - B. Discussion and action to approve speech pathologist staffing plan.
  - C. Discussion and action to approve 2019-2020 school calendar.
  - D. Discussion and action to approve Summer School 2019 program and courses.
  - E. Discussion and action to approve County Line Principal's contract through June 30, 2020.
- VIII. Closed Session: The Board will entertain a motion to convene in closed session pursuant to Section 19.85(1)(c), (f), and (g) to discuss employee related matters and the Village of Germantown Intergovernmental Agreement negotiations. 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  
December 17, 2018**

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, Loth – yes, Borden – yes, Spies – yes, Larson - yes. Board Member Barney was absent (excused).
2. Motion by Larson, second by Spies to approve the agenda. Motion carried.
3. Motion by Larson, second by Borden to approve the November 26, 2018 Board of Education and closed session minutes, and the November 28, 2018 Board of Education and Building Tour minutes. Motion carried.
4. Student Representative Avi Bhavsar reported on student activities in the district.
5. Captain Mike Snow of the Germantown Police Department updated the Board on the scheduling of an active-shooter training this spring, with local law enforcement and other emergency services, and school personnel in one of our elementary schools. The training will focus on reunification processes for parents and students. Parents will be informed prior to the event so that they and their children may prepare in advance.
6. School district principals Dr. Dana Croatt, Katie Kohel, Susan Climer, Dr. Steven Williams, Andy Eisenbach, and Joel Farren reported on examples of district initiative implementation in their respective schools.
7. Director of Business Ric Ericksen updated the Board on the progress of the sale of the district-owned property on Donges Bay Road adjacent to Kinderberg Park and the status of approval of map amendments and rezoning by the Village of Germantown.
8. Board President Soderberg requested Board members review WASB proposed resolutions and contact him with any questions or requests before the Delegate Assembly meets in January at the State Education Convention. Mr. Soderberg also informed the Board that he met with representatives from Westrock Corrugated Packaging in Germantown to discuss a partnership with the school district to encourage student interest in manufacturing.
9. Motion by Spies, second by Larson to approve Board Policy 7510.01 Community Use of School Facilities. Motion carried.
10. Recommendation from Policy Committee to approve the facility use fee schedule with an annual Board of Education review in June of each year. Motion carried.
11. Building Committee Chair Brian Medved informed the Board that approval of the Village of Germantown Intergovernmental Agreement was tabled until January and also updated the Board on additional items discussed in committee including construction projects, field house floor color corrections, completion dates for the Performing Arts Center, field house and pool, and informed the Board that the next buildings tour is scheduled for December 27, 2018 at 4:00 p.m.

12. Recommendation from Building Committee to approve the WeEnergies Distribution Easement Underground. Motion carried.
13. Positive recommendation from Finance Committee to approve the purchase of the Daktronics electronic message board for the high school in an amount not to exceed \$47,850 funded through the Board Contingency fund. Motion carried.
14. Finance Committee Chair Michael Loth updated the Board on remaining items discussed in committee including the American Deposit Management report, Other Post-Employment Benefits (OPEB), and line of credit activity, along with updates on Village of Germantown meetings regarding TID districts and the early maturing of TID #4. Michael Loth indicated he would like the credit payable to the school district to be used to replenish the General Fund.
15. Motion by Spies, second by Larson to approve the Measures of Academic Progress (MAP) renewal for 2019 in the amount of \$21,437.50. Motion carried.
16. Motion by Spies, second by Larson to approve the auto-renewal continuation of the Associated Benefits Consulting Agreement for 2019. Motion carried.
17. Accept the donation of yoga mats and mindfulness books valued at approximately \$1,000, to Jocelyn Ritger's Rockfield classroom via the Donors Choose program, the anonymous donation of shirts valued at \$918 to the high school boys basketball team, the donation of \$1,000 from Ayer Contractors Inc. to the high school boys cross country team, the donation of \$400 from Ram Builders to the high school girls basketball team, and the donation of \$1,000 from the Kennedy Middle School PTA to the 8<sup>th</sup> grade Junior Achievement/Bizz Town field trip. Motion carried.
18. Motion by Larson, second by Spies to adjourn. Motion carried.
19. Board President Soderberg declared the meeting adjourned at 8:20 p.m. The Board entered into closed session at 8:26 p.m. and did not return to open session, adjourning at 9:20 p.m.

Jayne Borst  
Recording Secretary

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Lester Spies  
School Board Clerk

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** Professional Development  
**FROM:** Michael Nowak                      **BOARD MEETING:** January 14, 2019  
**DATE:** December 6, 2018                      **AGENDA ITEM:** V.C.

Spence Rogers and Renee Brice spent the week of November 26 in our district. About 100 staff members participated in different sessions that were scheduled in all buildings.

100% of the staff members participating in the New Teacher training session indicated it was “very valuable.” A follow up email was sent to all staff members who participated in this training, and at least ten newly-learned ideas were implemented immediately.

Two new cohort groups of teachers are meeting to continue work that started during this week. One group will be meeting to plan math lessons that incorporate a daily three-part lesson plan that includes constant review of important concepts already introduced, current learning of new concepts, and short “previews” of concepts that will be learned in the near future. The other cohort group will be a K-5 writing team that will develop criteria for expectations of writing at each grade level. These expectations will be guiding documents for teachers as they engage students in a process to create rubrics for writing.

Another opportunity for professional learning for our kindergarten teachers was a day with Kristi Mraz, a national consultant, teacher, and author of several books. Kindergarten teachers are studying some of her books, including *A Mindset for Learning*, *Kids First From Day One* and *Purposeful Play*. 100% of the teachers who attended this day training indicated it was “very valuable.” The following is a list of “next steps” for implementation the teachers were asked to create.

- Create a chart/system for students choosing work areas
- Carve out time to have work/choice time be at least 45 minutes
- Scale back on the use of toys and focus on the materials
- Observe students through the lenses of content, language, and social goals
- Elicit from students their ideas for work themes
- Begin incorporating a reflective time after work time (and before clean up)
- Use student-created proposals to drive new work areas

**RECOMMENDATION:** For information only.

The following pages contain feedback from staff members who participated in sessions with Spence and Renee. The majority of the feedback was positive and reflected ideas that teachers continue to implement. One session some teachers indicated didn't feel as valuable was one on vocabulary instruction. Teachers indicated it was too much of a review of concepts they already knew. I did follow up with teachers who expressed this, and there are plans in place to meet with teachers who indicated they wanted to continue working with these ideas at a deeper level.

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[I will] work with vocabulary and the 3 part lesson plan. I have implemented both vocabulary strategies and the 3 part lesson plan already, the students have responded well. My meeting with Renee involved tweaking and improving what I have already tried to implement. She suggested a few things for the next level of integration, she also showed me a few more vocabulary lesson that can add to what I am trying to do. I hope to see better answers to my vocabulary questions and better use of statistics words.  
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[One idea that resonated with me was] asking students to share who they would work well with and who they would rather not work with to group students (I used this 6 and 7th hours after my 2nd hour meeting with Spence - worked well). Asking students to code/prioritize problems on a review to help them become self-aware of what they need to study and practice before assessment. See above [for an idea already implemented]. Students enjoyed working together and overwhelmingly were productive. I will use turn and talk more, I got out of practice and it was a good reminder.

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1. Vocabulary needs to be kept manageable. I like the idea of building one word a day to review. I have always felt like creating the 3-part lesson plan to go along with our Bridges math would be such a daunting task, but I walked away Wednesday, saying, "we can do this!" I have to remember that this can be a work in progress..

2. We have not implemented anything new since Wednesday's session, but we do have a "short" list to work on, and our goal is to make additional changes beginning with Unit 4 which we will be starting right after Christmas break.

3. As part of our 3-part lesson plan for Bridges math starting with Unit 4, we plan on creating a "toolbox" of activities to use for warm-up (old/review concepts). Activities that can be reused with different content makes the management of the activities easier. We want to keep this fresh and interesting along with easy to manage. There are several different vocabulary activities that we can do to do this: draw picture to go along with word, put words in different places around

the classroom - possible use window paint at time, integrate math and science vocabulary into our Daily 5 Word Work activities, introduce with tracing activity with words and pictures (we have already used for science with parts of a plant, but have also thought of now creating for math with shapes, coins, and time on analog clocks), search and rescue (again introduced as an activity for sight words, but we could see used for math concepts also - time, coins, shapes), dominoes (I have used for shapes before, but maybe there is even more ways to incorporate a game they already know). The important part to these activities is making sure the students are communicating about connections they are making. Starting with Unit 4, we will look at the mastery skills from Kindergarten and Units 1-3. These will be our concepts for warm-up (old). The Bridges unit will provide us with our "current" part of the lesson. The "new" or preview portion at this point will be upcoming vocabulary or possible review of concepts from Number Corner that will be coming up in a Bridges Unit.

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What I'm working on is increasing the contact opportunities with new concepts. For example: We're in the muscular system and typically we would focus a concept on a muscle (identify, origin, insertion, action, palpation, and exercise). Now I am mixing it up by focusing just on ID of several muscles, the next day origin/insertion of those muscle, the next day actions/exercise of those muscles. This way instead of talking the entire muscle 1 in 3 days the students are exposed to it all 3 days. I'm also working on including more point processing within lecture (note taking). I already do a ton of the PEAK strategies. I went to session not to learn something that I had never heard before. It was because I'm at a point in my teaching career where I'm just now ready (confident enough in what I do) to truly listen and apply the PEAK methods.

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I am slowly starting to implement some of the newly learned strategies. I just created a Math vocabulary power grid which is a starting point and will be changed throughout the remainder of the year. I have begun using many more turn and talks to help students summarize their own learning. This week I will begin to give the daily learning log to the students as an end of day (wrap up) activity.

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I've heard "never rest on your laurels" multiple times, which I wholeheartedly agree with. Which is way I attended multiple PEAK sessions throughout the week even though I've probably spent more contact hours with Spence and Renee than any other teacher in the district. Their knowledge and wisdom as it relates to student engagement and learning is vast and seemingly

endless, and something I can't help but want to tap into. Continuing to improve my instructional practice is addicting, but also humbling.

On Tuesday, I attended the MBS Profile session where I learned how best to work with others in a team based on mine and others' tendencies in communication and personalities. Then, I attended a session on Vocabulary Development, where I learned how best to develop in students the understanding of words needed to engage them deeper in learning experiences. Even though I've attended this particular session before, I still ended up with an entire page of notes; an homage to the endless insight Spence has to offer teachers of all levels and experience. Finally, I attended a session on Student Created Rubrics, one that in all my years of PEAK training never had a chance to do before. More on that later.

On Thursday, I attended the New Teacher training as a coach with my new teacher, Scott. We engaged in philosophical conversations on what could cause challenges in a classroom, while being immersed in strategies to help solve those. Again, while the content of the day wasn't "new" to my ears, I still ended the day with an entire page of notes of things to ponder regarding student and teacher behavior. Scott and I spent the day conversing about student engagement and talking through solutions to some challenges we both were experiencing.

On Friday, I invited both Spence and Renee in to offer feedback on a lesson on Student Created Rubrics from the Tuesday afternoon session. While I'm confident in my teaching skills and with my relationships with my students, I was openly shaky on how the lesson would go. The learning is deep, but specific to my actions and reactions to the students. I knew that I wanted (and needed) feedback because the stakes were high for further development with my students. Spence and Renee both sat in the back of the room as I admittedly fumbled through the lesson. The kids were amazing (as usual) and their reactions to what I was doing even gave Spence and Renee feedback to use with other teachers who would like to attempt Student Created Rubrics.

One of the overarching concepts within the PEAK platform is called 28/3, meaning it takes 28 interactions over the course of three weeks to master a particular concept. In education, and in teaching and learning, it should be called infinity/infinity. The learning never stops and the growth is endless. I appreciate the time outside of my classroom to continue my learning and growing as a teacher and as a leader.

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## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** Donges Bay Road Property  
Development Update

**FROM:** Ric Ericksen                      **BOARD MEETING:** January 14, 2019

**DATE:** January 10, 2019                      **AGENDA ITEM:** V.D.

**Recommendation to the Board of Education:**

No action required.

**Background:**

At the January 7, 2019 Village Board meeting the Board of Trustees voted to reconsider the Donges Bay property zoning as brought forth by the Plan Commission. The Plan Commission had recommended an R6 zoning change (*R6 is a smaller lot size than R5; R5 is smaller than R4*). The final action by the Board of Trustee sent this matter back to the Plan Commission for reconsideration. The next Plan Commission meeting will be scheduled for late February or early March. Veridian Homes representative Mr. Matt Cudney will be present at our January 28<sup>th</sup> school board meeting and provide the appropriate update. He will also, likely, ask for an extension on “due diligence” in the offer to purchase which is set to expire February 8<sup>th</sup>.

Board members Tom Barney and Brian Medved, as well as Mr. Cudney, were present at the Village Board meeting. I would ask for Tom & Brian’s assistance in updating the school board.

**Reported at December School Board Meeting**

I represented the Board of Education (owner) at the Village of Germantown Plan Commission meeting December 10, 2018.

The buyer Veridian Homes Mr. Matt Cudney and his associate were also in attendance.

Trustee Baum reported to the commission that he met with neighbors to address any concerns. Trustee Baum positively supported the district’s interests to the neighbors and the Commission.

The Commission unanimously approved the recommendations for Map amendment & rezoning as set forth by the Village Planner as presented in the attached document (see last page).

The Village Board of Trustees will be voting on the Commission’s recommendation at a later date.

I will explain a couple of maps (not attached due to file size) Monday evening.

**Attachment(s):**

None. Although, refer to December’s background.



## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** Intergovernmental Agreement  
(IGA) and other Village of  
Germantown related matters

**FROM:** Ric Ericksen                      **BOARD MEETING:** January 14, 2019

**DATE:** January 9, 2019                      **AGENDA ITEM:** VI.A.

### **BC Agenda Item: VI.C.**

#### **Recommendation to the Board of Education:**

Establish a fee structure, as negotiated and determined by the Board of Education.

#### **Background relative to Recent Discussions:**

- Jan. 3, 2019: Last Thursday (1/3/19) Mr. Holmes, Attorney Lacy, and I met with village officials Mr. Kreklow, Mr. Schroeder, and Attorney Sajdak to negotiate the IGA as directed by the Board of Education.
- Jan. 7, 2019: The Village Board met at its regular meeting and had two items on agenda related to the Germantown School District – a) Donges Bay Property zoning & b) the IGA.  
I and board members Barney & Medved were in attendance. *Please know that the agenda titles on the Village Agenda were very much a surprise to district officials.*
- Jan. 8, 2019: A communication was sent by Park & Recreation to its users.

#### **Park & Recreation Fee Analysis**

- After that meeting Board Member Barney asked that I do research on energy consumption relative to usage of facilities by Park & Rec. Mr. Don Erickson is working on that analysis.
- Park & Rec Director Mark Schroeder distributed a survey during the Jan. 7 meeting relative to surrounding school districts as to their charges for use of facilities by Park & Rec. The survey was sent to his counter-parks (as opposed to school officials). He emphasized Cedarburg. I will be contacting my counter-part at the Cedarburg school district for information. The weakness in the survey is that there are NOT any hours of usage to compare.
- **“BUT FOR”** – The information below has a practical use for school accounting inasmuch as the Department of Public Instruction (Finance Bureau) and our auditors generally apply it to the allowable transactions recorded in the Fund 80 Community Services fund of the general ledger.

#### **Application of “But For”**

Tax Incremental Financing statutory requirements point to the standard that the development would not have otherwise occurred “but for” the creation of a Tax Incremental District.

The same concept can be applied here. The costs identified in the attached would not have occurred “but for” the Board of Education’s willingness to adopt a policy that provides for facility use by outside groups, including the Village of Germantown Park & Recreation.

#### **Attachment(s):**

A Cost Accounting report, Park & Rec fee comparison survey, Draft IGA agreement. The energy analysis and Cedarburg information is forthcoming.

**Germantown School District**  
**Germantown, WI.**

To: Mr. Jeffrey Holmes, Superintendent  
Board of Education

From: Richard A. Ericksen, Director of Business & Auxiliary Services

Date: January 8, 2019

RE: Village of Germantown Parks & Recreation Fee Analysis

**A Cost Accounting Review**

The categories below provides for a practical approach to justify fees structures assessed to outside group with this review focusing on Park & Rec. As previously mentioned it also used to justify transactions recorded in the Fund 80 Community Services fund.

**Cost Accounting Categories Considered in the Development of Fee Structures**

*(Below is a Park & Rec focus, but costing concepts essentially apply to all facility users. These are partial lists)*

1. Direct Costs
  - a. Business Office Administrative Assistant response to Park & Rec on a Saturday
  - b. Business Office Administrative Assistant distribution of keys and fobs and all matters related to building security
  - c. Business Office Administrative Assistant and other district officials routinely provide A.L.I.C.E. training to Park & Rec staff
  - d. Custodial tasks involved in providing setup for programs – example, setting up chairs for Buckeeters
2. Indirect Costs
  - a. Business Office Administrative Assistant general schedule tasks with Park & Rec
  - b. Administrative time spent on a variety of matters directly associated with Park & Rec
  - c. Custodial coverage in general areas during program events – Monday thru Friday (most wages are attributable to school operations, but custodians must respond to Park & Rec staff if needed)
  - d. Custodial coverage is required on Saturday for the Buckeeter's program because D.I. is selling concessions and is appreciated by Buckeeter's because spectators, parents, and visitors are fed.
  - e. Consumable items such as garbage liners, hand soap, hand towel, toilet paper, etc.
3. Overhead Costs
  - a. WE Energy Heat, Air, & Light
  - b. Water & Sewer
  - c. Wear & Tear (depreciation) of flooring, tables and other areas relative to hours used
4. Recoverable Costs
  - a. Damage to district equipment – (fully reimbursed by Park & Rec) if known
5. Capital/Non-Capital Investments (aka known as Non-Lapsing Fund)
  - a. Purchase of a new/replacement item that is mostly used by Park & Rec

## SCHOOL DISTRICT FACILITY USE FEE SURVEY 1/7/2019

A total of 14 municipal park and recreation departments were asked the following questions.

Do you currently pay school facility use fees?

What is the annual financial impact to your department?

12 of the 14 departments responded at the time of the Village Board Meeting

**Grafton** - Yes, department pays \$8,500 per year for use of school facilities

**Cedarburg** - Yes, department pays approximately \$25,000 annually. Park/Rec same fee category as club sports

**West Bend** - Do not have a signed formal document. Pay no fees, city has reciprocal agreement with school district.

**Hartford** - PR pays no rental fees and SD is not paying a rental fee for city park facilities. Recreation Center has greatly reduced need to use school facilities. School custodial fees are paid in the rare instance that programs take place outside of normal hours.

**Sussex** - Only use schools on rare occasions. Programs can be held in Village Civic Center where they have a small 1/2 size gym/multi-purpose area for exercise/fitness classes. Don't have pool, and don't use school gyms for basketball. They do charge school district for use of diamonds and tennis courts.

**Muskego** - Yes, department pays approximately \$4,000 per year for use of school facilities. For years they paid up to \$18,000/year for use of both indoor and outdoor facilities, but after helping the SD with improvements to school tennis courts and ball diamonds the agreement changed.

**Slinger** - Have not responded.

**Brookfield** - Yes, department pays for school use namely gyms and pool. The annual costs total approximately \$18,000 (\$13,000 for youth basketball and approximately \$5,000 for pool use).

**Brown Deer** - Have not responded.

**Greenfield** - Both the Greenfield & Whitnall School Districts do not charge fees for park and recreation use. In turn Greenfield does not charge either school district for use of park ball diamonds, shelters, and community meeting rooms.

**Oak Creek** - No, the department is not paying school facility fees. Used to charge each other, but found it didn't make sense for either party.

**Oconomowoc** - The department does not pay facility use fees. In 2017, a shared use agreement was approved which outlines the services both parties provide. Charges now only occur for overtime.

**Port Washington** - No facility use fee is charged for schools. Park & Rec only pays custodial fees if programs take place outside of normal hours.

**Waukesha** - After several years of a handshake agreement, WPR and the School District are in the process of developing a Memorandum of Understanding. The MOU indicates that neither party will charge the other for facilities and services provided. The MOU includes such items as equipment sharing/use, shared mowing and snow removal operations.

**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 August 1
  - b. 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. 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 three (3) years through the conclusion of the Summer programs of the Summer of 2022.

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.
  - a. **Facilities Usage Fees:** The District shall base all usage fees assessed to the Village for use of the Facilities on the District's Facility Usage Fee Schedule for the Priority 4 Group, which current schedule is attached hereto as **Addendum A**. This schedule may be amended by the District pursuant to its authority and consistent with the requirements of Section 120.13(17), Wis. Stats. Additional facilities will be added to the fee schedule when those facilities become available for usage, to include the auditorium, high school swimming pool facility, and the fieldhouse. The Village shall be charged an hourly fee for usage of the Facilities based on the following schedule:

<i>Programs beginning on or after May 15, 2019 but before May 15, 2020</i>	At a rate of 25% of the applicable hourly rate under the Fee Schedule
<i>Programs beginning on or after May 15, 2020 but before May 15, 2021</i>	At a rate of 50% of the applicable hourly rate under the Fee Schedule

*Programs beginning on or after May  
15, 2021*

At a rate of 75% of the applicable  
hourly rate under the Fee Schedule

- b. **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.
  - c. **Excluded Facilities:** Any facility subject to state or federal grant-base 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.
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 as determined by Village records, is attached as **Addendum B**. 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.
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.**

15. **Assignment.**

16. **Relationship of Parties**

17. **Entire Agreement:**

18. **Notices:**

19. **Governing Law:**

20. **Waivers:**

21. **Construction:**

22. **Counterpart:**

23.

*Signature page Follows This Page*



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/Business Manager

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

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board Members

**TOPIC:** Donations

**FROM:** Jeff Holmes

**BOARD MEETING:** January 14, 2019

**DATE:** January 9, 2019

**AGENDA ITEM:** VII.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. Accept the donation of books valued at approximately \$1,300, received by Rockfield secretary Pam Kescenovitz from a neighbor who is a children's author, to early childhood and kindergarten students at Rockfield.
2. Accept the donation of shelving and dump carts valued at \$1,970 from Warehouse Equipment Co. Inc. to Germantown High School's tech ed department.
3. Accept the donation of a Hercules Tuff charging station and Luxor tablet charging station valued at a total of \$524, to MacArthur Elementary from the MacArthur PTA.
4. Accept the donation of two boxes of LCD screen cleaning wipes (value undetermined) from Christopher Luccas of Connected Technology Solutions to the school district.

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

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** Speech Pathologist Staffing  
**FROM:** Michael Nowak and Todd Lamb      **BOARD MEETING:** January 14, 2019  
**DATE:** January 10, 2019                      **AGENDA ITEM:** VII.B.

As you may recall, our most recent Board of Education meeting on December 17, 2018 included a request and subsequent approval of a .2 FTE addition in the area of Speech and Language Pathology. The basis for this request was increased needs in the area of Early Childhood Education. Administration has proceeded in recommending Jill Lehn as a highly qualified candidate for this position.

Simultaneously, Buffi Wargolet (Speech and Language Pathologist) has requested to reduce working hours from full-time to .8 FTE part-time status and Caitlyn Gunzel (.9 FTE Speech and Language Pathologist) has expressed interest in increasing hours to 1.0 FTE. We feel very fortunate to have three highly qualified individuals who are interested in roles in our district in this hard-to-fill area. We have a unique opportunity to adjust contracts to meet the needs of our students in an optimal manner.

As part of the process Buffi Wargolet and Caitlyn Gunzel have submitted letters of resignation from their current contracts effective January 24, 2019 with the understanding that they would be recommended for new contracts that would reflect their change in working status. The noted .2 FTE recently added position would increase to .3 FTE to balance the changes taking place.

The administration is recommending the approval of the following part-time and limited-term contracts for the 2018-19 school year.

Employee Assignment/Location	Rationale	FTE	Contract Type	Salary
Jill Lehn Speech/Language Pathology Rockfield and County Line Elementary Schools	Jill is filling the vacancy of this newly created position.	.3	Part-time (95 days)	\$10,800
Buffi Wargolet Speech/Language Pathologist Rockfield Elementary School	Buffi is reducing from 1.0 full-time to .8 part-time status	.8	Part-time (95 days)	\$28,889
Caitlyn Gunzel Speech/Language Pathologist Rockfield and MacArthur Elementary Schools	Caitlyn is increasing from .9 part-time to 1.0 full-time status	1.0	Limited-term (95 days)	\$26,944

**RECOMMENDATION:** Approve the resignations of Buffi Wargolet from her 1.0 FTE regular contract and Caitlyn Gunzel from her .9 FTE part-time contract effective January 24, 2019.

Approve the .3 FTE part-time contract for Jill Lehn at \$10,800, the .8 FTE part-time contract for Buffi Wargolet at \$28,889, and the 1.0 FTE limited term contract for Caitlyn Gunzel at \$26,944.

## **GERMANTOWN SCHOOL DISTRICT**

<b>TO:</b> Board of Education	<b>TOPIC:</b> 2019-2020 School Calendar
<b>FROM:</b> Michael Nowak	<b>BOARD MEETING:</b> January 14, 2019
<b>DATE:</b> January 10, 2019	<b>AGENDA ITEM:</b> VII.C.

**BACKGROUND:** Calendar Committee members gathered on several occasions to collaborate on the development of a possible calendar for the 2019-2020 school year. School Board Member Lester Spies, Lisa Stigler (KMS Representative), Anne Yarnot (GHS Representative), Susan Byshenk (Elementary Representative), Joel Farren, Dana Croatt, Mark Kaminski, Michael Nowak, Dr. Rick Grothaus and Brenda O'Brien all joined in efforts to develop a calendar that meets existing needs. The proposed calendar for 2019-2020 school year is attached with the following supporting information:

- The proposed 2019-2020 school year calendar includes a start date of September 3, 2019 for grades K-8, whereas grades 9-12 would begin in September 9, 2019. This four day delay will allow ample time for construction completion and occupancy.
- The proposed four day delayed start at Germantown High School will support differentiated professional development experiences for teachers district-wide. Teachers at the high school level would have four non-student days in early September, while teachers in grades K-8 would have four non-student days at various points during the school year.
- Through the strategic placement of professional development days, the last day of classes for all students would be June 11, 2020 which is consistent with other area school districts.
- Similar to the 2018-2019 school year calendar, the proposed 2019-2020 school year calendar includes a Spring Break during the last week in March. This is consistent with the vast majority of school districts in the area.
- The proposed 2019-2020 school year calendar includes days off on the Friday and Monday of Easter Weekend (April 10<sup>th</sup> – 13<sup>th</sup>), allowing ample time for travel needs.
- The proposed calendar 2019-2020 school year calendar includes parent/teacher conference dates that are aligned with grading periods.
- Based upon the placement of holidays during the week, the proposed 2019-2020 school year calendar includes a two week Winter Holiday Break with classes ending December 20, 2019 and resuming on January 6, 2020.

**RECOMMENDATION:** Adopt as presented the proposed 2019-2020 school year calendar

# Germantown School District | 2019-2020 STAFF CALENDAR

AUGUST '19						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

21-22 New Teacher Orientation  
26-29 In-service - All

T=4 S=0

FEBRUARY '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

17 In-service - Elem & KMS

T=20 S=19/20

SEPTEMBER '19						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Labor Day  
3 1<sup>st</sup> Day w/Students - Elem and KMS  
3-6 In-service - GHS  
9 1<sup>st</sup> Day w/Students - GHS

T=20 S=20/16

MARCH '20						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

5 Conferences - KMS  
18 Conferences - GHS  
19 Conferences - Elem (4:30-7:30)  
20 In-service - Elem & KMS  
20 Conferences - Elem  
23-27 Spring Break

T=17 S=16/17

OCTOBER '19						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

15 Conferences - KMS  
16 Conferences - Elem (4:30-7:30)  
17 In-service - Elem & KMS  
17 Conferences - Elem  
18 In-service - All

T=23 S=21/22

APRIL '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

3 End of Quarter 3 (43/45)  
10-13 Break

T=20 S=20

NOVEMBER '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

8 End of Quarter 1 (47/44)  
13 Conferences - KMS  
14 Conferences - GHS  
21 Conferences - KMS  
27 In-service - All  
28-29 Thanksgiving Break

T=19 S=18

MAY '20						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

8 In-service - Elem & KMS  
25 Memorial Day

T=20 S=19/20

DECEMBER '19						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

23-31 Winter Break

T=15 S=15

JUNE '20						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

7 GHS Graduation  
11 Last Day for Students - Half Day A.M.  
11 In-service - All P.M.  
11 End of Quarter 4 (44.5/45.5)  
12 In-service - All

T=10 S=8.5

JANUARY '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1-3 Winter Break  
23 End of Quarter 2 (41)  
24 In-service - All

T=20 S=19

	E/M	H
Student Days:	175.5	175.5
In-service Days:	12.5	12.5
Conferences:	3	3
<b>Total:</b>	<b>191</b>	<b>191</b>

- New Teacher Orientation (2)
- In-service - GHS (4)
- In-service - All (8.5)
- In-service - Elem & KMS (4)
- Staff Non-Work Days (18)
- End of Quarter

## GERMANTOWN SCHOOL DISTRICT

**TO:** All Board Members

**TOPIC:** Summer School 2019

**FROM:** Brenda O'Brien

**BOARD MEETING:** January 14, 2019

**DATE:** December 12, 2018

**AGENDA ITEM:** VII.D.

Ric Ericksen, Doris Berget, Billie Jo Mohn, and Brenda O'Brien met with Josh Rooker from CD Smith to discuss Summer School 2019.

### **Dates, Times, and Location for Summer School 2019**

- Run the week-long sessions from Monday, June 17 through Friday, June 21, 2019.
- Run the longer summer school courses from Monday, June 24 through Friday, July 26, 2019 (summer school would be Monday through Friday). There will be no classes the whole week of July 4 (except PE for credit).
- Physical Education for credit would run Monday, June 17 - July 26 with July 4th and 5th off.
- Continue to run 70 minute sessions beginning at 8:00am and ending at 11:40am.

Gardening will be at Rockfield. Jumping into Kindergarten and Learning in Motion PreK will be at Kennedy. The week long fishing course will also be at the high school, and the week-long Game Leaders training will be at MacArthur. The credit recovery courses and the Physical Education for credit courses will be at the high school. All other courses will be at Kennedy Middle School.

### **New Course Offerings**

### **Changes to the Course Offerings**

The following is a complete list of the courses being offered for the Summer, 2018:

Game Leaders Training (one week)  
Jumping into Kindergarten  
Math/Literacy Boosters  
High School Credit Recovery  
Healthcare Academy  
Scrapbooking

Transition to 1st Grade  
Learning in Motion - PreK/Kindergarten  
Engineering Adventures  
KMS/GHS Band  
Physical Education (for credit)  
Community-based Instruction

Radio News  
Algebra Skills  
PE Games  
Kids Yoga  
Wilderness Camping  
Games Galore  
Little Chefs (one week)  
Garden Adventures  
Run, Run, Run  
Digital Photography

Fishing (one week)  
Mandarin For Kids  
Knitting  
Gamers Unite  
Stirring Up a Story (two weeks)  
LEGO Robotics  
LEGO Builders  
Spanish  
Animal Adventures

Total budget for complete list of course offerings (not including new courses) = \$1,300

**RECOMMENDATION:** The IIC is bringing the new course proposals to the Board with a positive recommendation. Approve the dates, times, and locations of summer school as well as the new courses and complete course offerings list for Summer School 2019.

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education                      **TOPIC:** CL Elementary Principal Contract  
**FROM:** Jeff Holmes                              **BOARD MEETING:** January 14, 2019  
**DATE:** January 11, 2019                      **AGENDA ITEM:** VII.E.

In order to get Mr. Eisenbach, County Line Elementary Principal, on the same contract rotation as other administrators, we are looking to implement a one-year extension to his current contract. In doing so, all contractual language remains the same, including salary, until Board determinations are made regarding salary adjustments for administrators for the 2018-19 and 2019-20 school years. If the Board should approve this extension, Mr. Eisenbach's services would be retained through the 2020 school year.

**RECOMMENDATION:** Approve extending Mr. Andy Eisenbach's administrative contract with Germantown School District until June 30, 2020 with provisions consistent within the current contract and salary determinations to be made later for the 2018-19 and 2019-20 school years.