

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

**March 26, 2018  
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. March 12, 2018 Board of Education
  - B. March 12, 2018 Closed Session
- V. Reports and Information Items
  - A. High School Rain Barrel Presentation
- VI. Finance Committee
  - A. Discussion and action to approve purchases over \$15,000.
  - B. Update on remaining items discussed at March 26, 2018 committee meeting.
- VII. New Business
  - A. Discussion and action to approve high school FBLA overnight travel request.
  - B. Discussion and action to approve high school DECA overnight travel request.
  - C. Discussion and action to approve Raptor Visitor Management system purchase.
  - D. Discussion and action to approve Literature Circle books.
  - E. Discussion and action to approve Early College Credit program.
  - F. Discussion and action to approve Occupational Therapy contract.
- VIII. 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 employee issues and land/school property negotiations. The Board may take action in closed session or 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**  
**March 12, 2018**

1. The meeting of the Board of Education was called to order by Board President Bob Soderberg in the District Office Board Room at 7:00 p.m. Superintendent Jeff Holmes read the official meeting notification. Roll call: Soderberg – yes, Medved – yes, Loth – yes, Borden – yes, Barney – yes, Spies – yes. Board Member Larson absent (excused).
2. Motion by Barney, second by Borden to approve the agenda. Motion carried.
3. District resident Erin Jex addressed the Board regarding the staff survey and requested that it be sent to district parents and residents as well. Superintendent Holmes indicated the survey is also being shared with the public in the summer of 2018.
4. Motion by Spies, second by Barney, to approve the February 26, 2018 Board of Education and closed session minutes and the March 7, 2018 Board of Education and closed session minutes. Motion carried.
5. Middle school teacher Tom Wilcox and four middle school students presented public service announcements they made regarding tolerance for disabilities.
6. Student Representative Shree Dudhat reported on student events in the district.
7. Director of Technology Marc Gabrysiak, with Technology Support Technician Justin Baumgartner and Personalized Learning Specialist Scott Oftedah, presented a preliminary proposal and funding for a Chromebook purchase for all students in the district.
8. Dr. Rick Grothaus presented a tech ed fundraising report.
9. Recommendation from Transportation Committee to set elementary attendance areas based on Option 2B beginning with the 2018-2019 school year which allows for grandfathering on an opt-in basis for students at Rockfield, MacArthur, and County Line only, back to the school they attended in the 2017-2018 school year. The grandfathering election must be made by April 12, 2018. The board reserves the right to lottery students out of the grandfathering program on a year-by-year basis if classroom sizes exceed the established board standards. Motion carried. Transportation Committee Chair Tom Barney and Jeff Holmes added that Amy Belle cannot be included in the grandfathering due to construction and overcrowding and that parents of students in the remaining schools will be notified within the next few days about how to opt in via BlackBoard Connect, Skyward email, the District website, and paper forms.
10. Recommendation from Building Committee to award roofing labor to Pioneer Roofing and roofing materials to Roofers Mart of WI for Germantown High School and MacArthur Elementary roofing projects in an amount not to exceed \$351,873, to be funded out of Fund 49 and Fund 41 Capital Projects. Motion carried.
11. Building Committee Chair Brian Medved updated the Board on remaining items discussed in committee including construction project photos, a proposed green house at Kennedy Middle School and an upcoming construction tour in April.
12. Motion by Spies, second by Barney to approve the overnight travel request for 13 students and three appropriate advisors/chaperones to travel to Madison, WI on April 24-25, 2018 to attend the Skills USA State Leadership and Skills Conference with all costs paid through club funds. Motion carried.
13. Motion by Spies, second by Barney to approve the summer school 2018 proposed budget. Motion carried.
14. Motion by Spies, second by Borden to approve the overnight travel request for 12 Destination Imagination teams to travel to Stevens Point, WI March 24, 2018 to participate in the DI Wisconsin Affiliate Tournament. Motion carried.

15. Motion by Barney, second by Spies to approve a 1.0 FTE limited term teaching contract for Ashley Rusch at \$13,193. Motion carried.
16. Motion by Spies, second by Loth to approve engaging School Perceptions to develop a staff survey that encompasses the following areas of Germantown School District operations: Superintendent's Office, Human Resources, Teaching and Learning, Business Office, Pupil Services, Technology, and Activities/Athletics with funding from the an appropriate source not to exceed \$4,000. Motion carried.
17. Motion by Spies, second by Borden to enter into closed session pursuant to Section 19.85(1)(e), (f) and (g) to discuss employee issues and land/school property negotiations. Motion carried.
18. The Board entered into closed session at 8:06 p.m. and did not return to open session, adjourning at 8:40 p.m.

Jayne Borst  
Recording Secretary

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Lester Spies  
School Board Clerk

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education    **TOPIC:** FBLA Overnight Travel Request  
**FROM:** Joel Farren   **BOARD MEETING:** March 26, 2018  
**DATE:** March 20, 2018   **AGENDA ITEM:** VII.A.

Germantown High School FBLA advisors Steve Martin and Jason Baumann are submitting an overnight travel request for 45 Future Business Leaders of America (FBLA) students, with two additional chaperones, to compete at the State FBLA Competition April 9-10, 2018 in LaCrosse, WI. The club is requesting that transportation and advisor costs be paid by the School District.

**RECOMMENDATION:**    Approve the overnight travel request for 45 FBLA students and four advisors/chaperones to attend the State FBLA Competition April 9-10, 2018 in LaCrosse, WI with student costs paid through club funds and participants, and transportation and advisor costs paid through appropriate district funds.

**GERMANTOWN HIGH SCHOOL**

**OVERNIGHT FIELD TRIP REQUEST FORM**

**Name of Person Completing this Form:**  
Steve Martin

**Explanation of Field Trip:**

**Date Submitted to Building Principal:** 3/19/2018

State FBLA Competition in LaCrosse, WI April 9-10, 2018

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

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

Competition is at the LaCrosse Center and the Radisson Hotel.  
Anticipated hotel to stay in is AmericInn

**Number of Students on Field Trip:** 45

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

April 9-10, 2018

**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	\$ -	\$ 2,925.00	\$ 195.00	\$ -
Transportation	\$ 1,640.00		\$ 209.99	\$ -
Lodging	\$ -	\$ 1,199.88	\$ 199.98	\$ -
Meals	\$ -	\$ 500.00	\$ 60.00	\$ -
Other (please list)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>	<b>\$ 1,640.00</b>	<b>\$ 4,624.88</b>	<b>\$ 664.97</b>	<b>\$ -</b>
Total Students or Advisors from Above	45	45	3	3
Cost Per Student or Advisor	\$ 36.44	\$ 102.78	\$ 221.66	\$ -
<b>Grand Total Cost</b>	<b>\$ 6,929.85</b>			

**GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education                      **TOPIC:** DECA Overnight Travel Request  
**FROM:** Joel Farren                              **BOARD MEETING:** March 26, 2018  
**DATE:** March 20, 2018                      **AGENDA ITEM:** VII.B.

Germantown High School DECA advisor Peter Hammen has submitted an overnight travel request for 23 students and two appropriate advisors to travel to Atlanta, GA April 21-25, 2018 to attend the DECA National Competition.

**RECOMMENDATION:** Approve the overnight travel request for 23 DECA students and two advisor/chaperones to travel to Atlanta, GA April 21-25, 2018 to attend the DECA National Competition with all costs paid through club funds.

## GERMANTOWN HIGH SCHOOL

### OVERNIGHT FIELD TRIP REQUEST FORM

**Name of Person Completing this Form:**

Peter Hammen, GHS

**Explanation of Field Trip:**

DECA National Competition

**Date Submitted to Building Principal:**

19-Mar-18

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

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

Omni Hotel, Atlanta, GA

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

**Date(s) of Field Trip:** Sat., April 21 - Wed., April

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

25

#### 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	\$ -	\$ 250.00
Transportation	\$ -	\$ 6,371.00	\$ -	\$ 554.00
Lodging	\$ -	\$ 7,820.00	\$ -	\$ 680.00
Meals	\$ -	\$ -	\$ -	\$ -
Other (please list)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>	<b>\$ -</b>	<b>\$ 17,066.00</b>	<b>\$ -</b>	<b>\$ 1,484.00</b>
Total Students or Advisors from Above	23	23	2	2
Cost Per Student or Advisor	\$ -	\$ 742.00	\$ -	\$ 742.00
<b>Grand Total Cost</b>	<b>\$ 18,550.00</b>			

**GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education **TOPIC:** Visitor Management  
**FROM:** Donald Erickson **BOARD MEETING:** March 26, 2018  
**DATE:** March 21, 2018 **AGENDA ITEM:** VII.C.

**Visitor Management System:** A visitor management system will enhance school safety. It eliminates the paper sign-in sheets. All visitors, volunteers and contractors will be required to log into the system by scanning a state-issued I.D. After a visitor is in the system, the I.D. will not need to be scanned for future visits.

Once logged in, all visitors will be screened against the sex offender databases in all 50 states. In addition any custom warnings set up by the District such as parental custody issues or restraining orders will appear. The warnings are shared with all buildings in the system. Texts and emails are sent to alert administrators if there are issues so they can assist with the check-in process.

When a person is cleared to enter the building, a custom self-expiring badge is printed. The badge includes date, time, name, picture and reason for the visit. Visitors are required to sign out when leaving the building.

RAPTOR and StopWare visitor management systems presented demonstrations to the Safety Committee. Both systems are easy to use and customizable to District needs. The Safety Committee recommends moving forward with the RAPTOR visitor management system.

StopWare costs \$32,000 to install the client software on eight stations including the first year of service. Each of the eight stations requires an annual subscription fee of \$650 or \$5,200 total to access the data bases.

RAPTOR costs \$13,959 for the installation of eight stations and the first year of service. RAPTOR is web based software with an annual cost of \$540 per site (7) or \$3,780 annually for access which includes the alert monitoring service and technical support.

Other Districts presently using RAPTOR include:

- East Troy School District
- Hortonville Area School District
- Kettle Moraine School District
- Muskego Norway School District
- Northland Pines School District
- Oconomowoc Area School District
- Oregon School District
- Pewaukee Schools
- Sparta Area Schools
- Stoughton Area School District
- Verona Area School District
- Wauwatosa School District
- Mequon Thiensville School District

If approved, RAPTOR visitor management system would be installed over spring break. This will introduce the system and start building the data base for the start of the 2018-19 school year.

**RECOMMENDATION:** Approve the purchase and installation of RAPTOR visitor management system for all buildings not to exceed \$13,959 to be funded through the Board contingency fund.



# RAPTOR

TECHNOLOGIES

Protect Every Child, Every School, Every Day  
Federal Tax ID #45-4914152

Opportunity Owner: Megan Butler  
Quote Number: 201803-18967  
Created Date: 3/20/2018  
Expiration Date: 3/30/2018

Account Name: Germantown School District

Billing Address: N104W13840 Donges Bay Rd  
Germantown, WI 53022  
United States

Product	Product Description	Sales Price	Quantity	Total Price
CR5400 ID Scanner	ID scanner for state issued identification cards -- 2 year limited warranty.	\$495.00	8.00	\$3,960.00
Database Activation Fee	One-time fee for provisioning and activating database storage (per location).	\$350.00	7.00	\$2,450.00
Dymo 450 Turbo Label Printer	Badge printer for visitors and/or student tardy passes -- 2 year limited warranty.	\$139.00	8.00	\$1,112.00
Raptor Self-Expiring Badges	Raptor self-expiring visitor badges (1,000 badges per case). Quality guaranteed for one (1) year after purchase date.	\$200.00	8.00	\$1,600.00
Remote Installation and Training Fee	Remote web- and phone-based installation and training (per location).	\$125.00	7.00	\$875.00
Shipping and Handling Fee	Required on all new orders.	\$26.00	7.00	\$182.00
Visitor Management Annual Access Fee	One (1) year Annual Software Access Fee (per location). Renewal fee is due on the anniversary month of purchase. Raptor Alert Monitoring service and technical support is included (Raptor 6.1)	\$540.00	7.00	\$3,780.00
<b>Grand Total</b>				<b>\$13,959.00</b>

**SUBMIT PURCHASE ORDERS:**

Email to [orders@raptortech.com](mailto:orders@raptortech.com) or fax to 713-880-2577 or mail to P.O. Box 7966 :: Houston, TX :: 77270-7966

REMIT CHECK PAYMENTS TO THE ADDRESS BELOW (always include an invoice number/detailed paperwork with your payment):

Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458

Order equipment and supplies or pay your renewal online with credit card at: [www.shop.raptortech.com](http://www.shop.raptortech.com)

Phone 713-880-8902 x 3 :: Fax 713-880-2577 :: [orders@raptortech.com](mailto:orders@raptortech.com)

**TERMS AND CONDITIONS.**

1. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.  
2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.  
3. All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement, which can be found at [www.raptortech.com/Agreement.htm](http://www.raptortech.com/Agreement.htm)

**GERMANTOWN SCHOOL DISTRICT**

**TO:** All Board Members                      **TOPIC:** Literature Circle books for KMS  
**FROM:** Brenda O'Brien                      **BOARD MEETING:** March 26, 2018  
**DATE:** March 15, 2018                      **AGENDA ITEM:** VII.D.

The following list of books is being forwarded to the Board with a positive recommendation from the Instructional Improvement Council (IIC). The 8th grade Science/English Language Arts teachers are requesting these titles to align with a space unit being taught in science. The students will have an introduction to space through the study of Sun, Moon, and Stars prior to a more in-depth study of Space. Students will be reading these books in between the introductory unit and the Space unit.

***Life as We Knew It* by Susan Beth Pfeffer (96 copies - 24 per teacher)**

[https://www.amazon.com/Life-Knew-Susan-Beth-Pfeffer/dp/0152061541/ref=sr\\_1\\_1?s=books&ie=UTF8&qid=1520905502&sr=1-1&keywords=Life+as+we+knew+it&dpID=51MPYC6pOiL&preST=\\_SY291\\_BO1\\_204\\_203\\_200\\_QL40\\_&dpSrc=srch](https://www.amazon.com/Life-Knew-Susan-Beth-Pfeffer/dp/0152061541/ref=sr_1_1?s=books&ie=UTF8&qid=1520905502&sr=1-1&keywords=Life+as+we+knew+it&dpID=51MPYC6pOiL&preST=_SY291_BO1_204_203_200_QL40_&dpSrc=srch)

High school sophomore Miranda's disbelief turns to fear in a split second when an asteroid knocks the moon closer to Earth, like "one marble hits another." The result is catastrophic. How can her family prepare for the future when worldwide tsunamis are wiping out the coasts, earthquakes are rocking the continents, and volcanic ash is blocking out the sun? As August turns dark and wintry in northeastern Pennsylvania, Miranda, her two brothers, and their mother retreat to the unexpected safe haven of their sunroom, where they subsist on stockpiled food and limited water in the warmth of a wood-burning stove.

Told in a year's worth of journal entries, this heart-pounding story chronicles Miranda's struggle to hold on to the most important resource of all—hope—in an increasingly desperate and unfamiliar world. An extraordinary series debut!

96 copies x \$6.50 = \$624

***Rocket Boys* by Homer Hickam (60 copies - 15 per teacher)**

[https://www.amazon.com/Rocket-Boys-Coalwood-Homer-Hickam/dp/0385333218/ref=sr\\_1\\_1?s=books&ie=UTF8&qid=1520905461&sr=1-1&keywords=rocket+boys](https://www.amazon.com/Rocket-Boys-Coalwood-Homer-Hickam/dp/0385333218/ref=sr_1_1?s=books&ie=UTF8&qid=1520905461&sr=1-1&keywords=rocket+boys)

The #1 *New York Times* bestselling memoir that inspired the film *October Sky*, **Rocket Boys** is a uniquely American memoir—a powerful, luminous story of coming of age at the dawn of the

1960s, of a mother's love and a father's fears, of a group of young men who dreamed of launching rockets into outer space . . . and who made those dreams come true.

With the grace of a natural storyteller, NASA engineer Homer Hickam paints a warm, vivid portrait of the harsh West Virginia mining town of his youth, evoking a time of innocence and promise, when anything was possible, even in a company town that swallowed its men alive. A story of romance and loss, of growing up and getting out, Homer Hickam's lush, lyrical memoir is a chronicle of triumph—at once exquisitely written and marvelously entertaining.

60 copies x \$8.20 = \$492

***Nemesis* by Brendan Reich ( 72 copies - 18 per teacher)**

[https://www.amazon.com/Nemesis-Project-Brendan-Reichs/dp/0399544941/ref=sr\\_1\\_2?ie=UTF8&qid=1520905390&sr=8-2&keywords=nemesis](https://www.amazon.com/Nemesis-Project-Brendan-Reichs/dp/0399544941/ref=sr_1_2?ie=UTF8&qid=1520905390&sr=8-2&keywords=nemesis)

It's been happening since Min was eight. Every two years, on her birthday, a strange man finds her and murders her in cold blood. But hours later, she wakes up in a clearing just outside her tiny Idaho hometown—alone, unhurt, and with all evidence of the horrifying crime erased. Across the valley, Noah just wants to be like everyone else. But he's not. Nightmares of murder and death plague him, though he does his best to hide the signs. But when the world around him begins to spiral toward panic and destruction, Noah discovers that people have been lying to him his whole life. Everything changes in an eye blink.

For the planet has a bigger problem. The Anvil, an enormous asteroid threatening all life on Earth, leaves little room for two troubled teens. Yet on her sixteenth birthday, as she cowers in her bedroom, hoping not to die for the fifth time, Min has had enough. She vows to discover what is happening in Fire Lake and uncovers a lifetime of lies: a vast conspiracy involving the sixty-four students of her sophomore class, one that may be even more sinister than the murders.

72 x \$13.00 = \$936

***Mars One* by Jonathan Maberry ( 84 copies - 21 per teacher)**

[https://www.amazon.com/Mars-One-Jonathan-Maberry/dp/1481461621/ref=sr\\_1\\_1?s=books&ie=UTF8&qid=1520905598&sr=1-1&keywords=Mars+One](https://www.amazon.com/Mars-One-Jonathan-Maberry/dp/1481461621/ref=sr_1_1?s=books&ie=UTF8&qid=1520905598&sr=1-1&keywords=Mars+One)

Tristan has known that he and his family were going to be on the first mission to colonize Mars since he was twelve years old, and he has been training ever since. However, knowing that he would be leaving for Mars with no plan to return didn't stop him from falling in love with Izzy.

But now, at sixteen, it's time to leave Earth, and he's forced to face what he must leave behind in exchange for an uncertain future. When the news hits that another ship is already headed to colonize Mars, and the NeoLuddite terrorist group begins threatening the Mars One project, the mission's purpose is called into question. Is this all worth it?

$$84 \times \$11.00 = \$924$$

***What Goes Up* by Katie Kennedy (60 copies - 15 per teacher)**

[https://www.amazon.com/What-Goes-Up-Katie-Kennedy/dp/1619639122/ref=sr\\_1\\_1?s=books&ie=UTF8&qid=1520905658&sr=1-1&keywords=what+goes+up&dpID=41TITcur38L&preST=\\_SY291\\_BO1,204,203,200\\_QL40\\_&dpSrc=srch](https://www.amazon.com/What-Goes-Up-Katie-Kennedy/dp/1619639122/ref=sr_1_1?s=books&ie=UTF8&qid=1520905658&sr=1-1&keywords=what+goes+up&dpID=41TITcur38L&preST=_SY291_BO1,204,203,200_QL40_&dpSrc=srch)

Rosa and Eddie are among hundreds of teens applying to NASA's mysterious Interworlds Agency. They're not exactly sure what the top-secret program entails, but they know they want in. Rosa has her brilliant parents' legacies to live up to, and Eddie has nowhere else to go--he's certainly not going to stick around and wait for his violent father to get out of jail. Even if they are selected, they have no idea what lies in store. But first they have to make it through round after round of crazy-competitive testing.

And then something happens that even NASA's scientists couldn't predict . . .

$$60 \times \$10.50 = \$630$$

$$\text{Grand Total} = \$3,606.00$$

**RECOMMENDATION:** Approve the books as presented.

**GERMANTOWN SCHOOL DISTRICT**

**TO:** All Board Members    **TOPIC:** Early College Credit Program  
**FROM:** Brenda O'Brien     **BOARD MEETING:** March 26, 2018  
**DATE:** March 12, 2018     **AGENDA ITEM:** VII.E.

The Early College Credit Program (ECCP) will be replacing the Youth Options program - an opportunity for students in grades 11 and 12 to take courses at Institutions of Higher Education (IHEs). We have one student who is applying to take a course at Concordia University through the Early College Credit Program (ECCP) for Fall, 2018. This application requires a "School District Approval Authority" signature, and the statute Wis. Stat. § 118.55(2)(a) specifically states, "the student must notify the School Board of the intent to enroll in an IHE." Past practice has been for the Director of Teaching and Learning to forward all Youth Options requests to the Board, and a member of the Board signed all paperwork. Unless the Board chooses to change this practice, all paperwork for the ECCP program will be handled through this process.

The state has not yet created paperwork for the new Part-Time Open Enrollment program. We have a few students from the School District of Menomonee Falls interested in taking a course in Fall, 2018 at Germantown High School. The two districts are working together to create documentation for these students to enroll at Germantown for one course. Past practice has been for the Director of Teaching and Learning to work with local districts to enroll students and handle all paperwork. Unless the Board chooses to change this practice, all paperwork for the Part-Time Open Enrollment program will be handled through this process.

The "Start College Now" application for students choosing to enroll in a technical college specifically states, "High School Board Approval" and requires a "High School Board Approval Authority Signature." There are nine students who applied to take the nursing assistant course through a technical college. Since this is a new program, there is not a process established for handling this paperwork. Unless the Board chooses to handle this paperwork through a different process, the Director of Teaching and Learning will follow the same process as the ECCP program. If the Board chooses to consider a different process, the following questions could guide decision-making.

- 1) Does the Board want all requests for "Start College Now" forwarded to them (similar to the ECCP process)?
- 2) Who should sign this paperwork - a Board member, the director, other personnel?

*This letter was sent to all current families who have students in grades 9, 10, and 11 explaining the changes to programs involving high school students taking courses in other high schools or at Institutions of Higher Education.*

Effective July 1, 2018, if students choose to enroll in courses at another Wisconsin public high school, technical college, or university for high school and/or college credit, they have three options.

- 1) Part-time Open Enrollment (replaces the current Course Options program)
- 2) Early College Credit Program (ECCP) - formally known as Youth Options
- 3) "Start College Now"

The Part-time Open Enrollment program allows a student already enrolled in high school to take up to two courses in another Wisconsin public school district. Currently, the Germantown School District does not have any students enrolled in another Wisconsin public school through Course Options; however, we do have a few students from the School District of Menomonee Falls attending Germantown High School for AP Chemistry.

The Early College Credit Program (ECCP) allows a currently enrolled high school student to attend an Institution of Higher Education (IHE) which includes the University of Wisconsin systems, Wisconsin tribal colleges, or Wisconsin private colleges and universities. We currently have a student who has applied to take filmmaking courses at UW Milwaukee.

Students in grade 11 or 12 can choose to enroll in courses at any Wisconsin technical college through the "Start College Now" program. Germantown High School has students who have applied for the Certified Nursing Assistant program and one student who has applied for audio production courses at local technical colleges.

The deadline for notifying the Germantown School District of the intent to enroll in either of the three programs for the upcoming fall semester is **March 1, 2018**. The deadline for applying for second semester courses in 2019 is **October 1, 2018**. Students choosing to enroll in a summer course at an IHE through the Early College Credit Program should apply by March 1, 2019 for the summer of 2019. There is no option to enroll in a summer course through an IHE for the summer of 2018.

If a student takes a course for postsecondary credit only and there is no comparable course offered at Germantown School District, the family/student will be responsible for 25% of the cost of the course. If students take a course required for graduation and the Germantown School District does not offer a comparable course, there is no cost to the family/student. Transportation for any of the programs is the responsibility of the parent/student. Students can take a maximum of 18 credits through any combination of the programs. However, a student is not able to enroll in more than one program per semester.

**RECOMMENDATION:** Approve the process of handling all paperwork for the Early College Credit Program (ECCP) and "Start College Now" by forwarding to the Board all requests and having a Board member sign all paperwork. Approve the process of handling all paperwork for the Part-Time Open Enrollment program through the Director of Teaching and Learning.

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** Contracted OT Services 2018-2021  
**FROM:** Todd Lamb, Dir of Pupil Services    **BOARD MEETING:** March 26, 2018  
**DATE:** March 22, 2018                      **AGENDA ITEM:** VII.F.

Our current contract for Occupational Therapy services with Dominiczak Therapy Associates, LLC expires at the end of August 2018. Prior to the current one-year contract, previous contracts were for a three-year term. Other service provider options were considered during the summer of 2018, with the current provider remaining as the most appropriate match for our service needs. Services used are based upon individual student needs as determined by their IEPs, which change from year to year and throughout each year. Dominiczak Therapy Associates, LLC remains a flexible staffing option for us to ensure that the amount of staffing aligns to our student needs.

Within recent months, feedback has been received from principals, special education teachers, regular education teachers, related service providers and parents, all expressing appreciation for the continuity of relationships established with Dominiczak Therapy Associates, LLC therapists, their level of professionalism, and the quality of services provided.

**RECOMMENDATION:** Continue contracting with Dominiczak Therapy Associates, LLC for the 2018-2021 school years at a beginning rate of \$59.50 per hour for services needed.

## SERVICE AGREEMENT

Dominiczak Therapy Associates, LLC (DTA), hereby enters into this Service Agreement (Agreement), dated and effective as of September 1, 2018, with Germantown School District (District). In consideration of the promises below, DTA and the District hereby agree as follows:

1. **ENGAGEMENT AND SERVICES.** The District engages DTA to provide occupational and physical therapists and assistants, as specified below, to perform the services set forth below for students of the District (Services) in accordance with the terms of this Agreement, on an as-needed basis, as requested by the District:
  - a. DTA will provide therapists to evaluate District students and prepare evaluation reports as requested by the District, and in accordance with applicable law, including without limitation the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act (Section 504), and Chapter 115 of the Wisconsin Statutes (Ch. 115).
  - b. DTA will provide therapists and/or assistants to:
    - ii. Provide related services of either occupational therapy or physical therapy to students pursuant to their Individual Education Programs (IEPs) and Section 504 Plans, and in accordance with applicable law, including without limitation the IDEA, Section 504, and Ch. 115.
    - iii. Prepare for and participate in IEP team meetings in accordance with applicable law, including without limitation the IDEA, Section 504, and Ch. 115.
    - iv. Participate in meetings with parents, staff development opportunities and inservices provided by the District, and any other meetings the District determines necessary for the therapist's and/or assistant's professional development or to ensure proper development and implementation of a student's IEP.
    - v. Travel between District schools or to offsite locations as the District determines necessary to implement each student's IEP.
    - vi. To the extent permitted by applicable law or order, cooperate with the District as the District deems necessary in defense of any claim against the District, including without limitation claims under the IDEA, Section 504, and Ch. 115.
    - vii. Perform any other duties the District determines necessary to properly implement a student's IEP or Section 504 Plan and/or comply with applicable law, including without limitation the IDEA, Section 504, and Ch. 115.



2. **QUALIFICATIONS.** At all times while performing Services, DTA therapists and assistants must meet the minimum requirements of Section 2.a. below.

a. **Therapist / Assistant Qualifications**

DTA will provide therapists and assistants licensed by the State of Wisconsin and the Wisconsin Department of Public Instruction who are qualified to perform Services in Section 1 above, in compliance with applicable local, state, and federal law, including without limitation to the IDEA, Section 504, and Ch. 115, and in accordance with the applicable professional standards of the American Physical Therapy Association or the American Occupational Therapy Association. DTA must conduct a criminal background check on each therapist and assistant, and each therapist and assistant must have no criminal record.

b. **Evidence of Qualifications / Right of Refusal**

Before any DTA therapist or assistant performs the Services in Section 1 above, DTA shall provide the District with evidence that the therapist meets the minimum requirements of Section 2.a. above. The District has the right to refuse any DTA therapist or assistant if, in the sole discretion of the District, the therapist or assistant fails to meet any of the minimum requirements of Section 2.a. above, or for any other reason.

The parties further agree that the District may require a DTA therapist or assistant to discontinue providing services under this Agreement and leave District property at any time and for any reason. Upon the District's request, DTA will make reasonable efforts to provide a qualified therapist or assistant who meets the minimum requirements of Section 2.a. within 10 school days of the District's request.

c. **Changes in Therapist / Assistant**

DTA will notify the District of any change in therapist or assistant assigned to perform the Services in Section 1 above and will provide evidence that the therapist or assistant meets the minimum requirements of this Section 2.a. above at least five (5) school days before the change is effective. In the event a regularly assigned therapist or assistant is unavailable to provide needed Services, DTA will make reasonable efforts to provide a qualified substitute who meets the minimum requirements of Section 2.a. above within five (5) school days.

**3. COST OF SERVICES AND PAYMENT**

a. Cost of Services

During the term of this Agreement, the District will pay DTA the following hourly rates for services provided hereunder:

School Year	Start Date	End Date	Physical Therapist	Occupational Therapist, Registered	Certified Occupational Therapist Assistant
2018-2019	9/1/2018	8/31/2019	\$67.50	\$59.50	\$44.00
2019-2020	9/1/2019	8/31/2020	\$69.00	\$61.00	\$45.00
2020-2021	9/1/2020	8/31/2021	\$70.70	\$62.50	\$46.00

b. Mileage Reimbursement

The District will reimburse mileage within the District and to offsite locations at the applicable federal rate upon receipt of DTA invoices for mileage, which shall include therapist's or assistant's name, Services provided and miles traveled.

c. Invoices and Payment

DTA will submit itemized monthly invoices to the District for services provided. Each invoice will set forth the total number of hours of Service (to the nearest quarter of an hour) provided by each therapist and assistant and the total number of reimbursable miles. A detailed report will accompany each invoice setting forth the exact number of hours spent in performing the Services listed in Section 1 above.

Payment shall be due no later than 30 days from date of invoice. Invoices not paid on or before their due date shall be assessed a late payment charge at the rate of one and one-half percent (1.5%) per month on the unpaid balance.

d. Other Contracts

This Agreement in no way prohibits DTA or any of DTA's therapists or assistants from contracting with any other entity during or after the term hereof, as long as such contracts do not interfere with DTA's or the therapists' or assistants' ability to perform the Services in this Agreement to the District's satisfaction.

**4. ADDITIONAL DTA RESPONSIBILITIES**

- a. DTA will provide professional liability insurance for each therapist and assistant in the following amounts: \$1,000,000 each claim; \$3,000,000 aggregate.

- b. DTA will provide therapist and assistant schedules to the District for its review upon the District's request.
- c. Within 5 school days of the District's submission to DTA of any written District policies, procedures, or staff development information the District deems relevant to performing the Services in paragraph one, above, DTA will disseminate such information to its therapists and assistants.

**5. ADDITIONAL DISTRICT RESPONSIBILITIES**

- a. The District will provide adequate space and equipment for the purpose of providing occupational and physical therapy for its students, in accordance with each student's IEP.
- b. The District will provide DTA therapists and assistants access to pupil records in which the therapist or assistant has a legitimate educational interest under District policy and applicable state and federal law.
- c. The District will provide liability insurance for its premises.
- d. The District, at its discretion, will allow therapists and assistants to attend professional continuing education courses and inservice programming.
- e. The District will perform all its duties hereunder in compliance with applicable local, state, and federal law and regulations.

**6. TERM AND TERMINATION**

a. Term

Unless earlier terminated consistent with Section 6.b. below, the term of this Agreement shall commence on September 1, 2018, and terminate on August 31, 2021.

b. Termination

- i. Without Cause. Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement at any time upon 60 days' written notice to the other.
- ii. For Cause. If either party commits a material breach of any of the terms or conditions of this Agreement, and the breaching party fails to correct such breach within 10 days after written notice thereof from the other party, the other party may, at its own option, terminate this Agreement for cause

immediately or at any designated future time provided that the breach still exists, by delivering to the breaching party a written notice of termination and the effective time thereof.

- iii. Mutual Agreement. This Agreement may be terminated at any time upon the mutual written agreement of the parties.

## 7. CONFIDENTIALITY OF PUPIL RECORDS

DTA understands that under state and federal law, pupil records and any oral communication regarding students are confidential. Disclosure of any such confidential information is a violation of law that may result in personal liability, and any such disclosure by DTA or DTA therapists or assistants will not be the responsibility of the District.

## 8. MISCELLANEOUS

### a. Independent Contractor

DTA acknowledges that it is at all times acting as an independent contractor under this Agreement and not as an agent, employee, or partner of the District. DTA has no authority to enter into any contract or to incur any other obligation on behalf of or in the name of the District. Except as specifically set forth in this Agreement, DTA shall be solely responsible for all of its own expenses.

DTA agrees to be solely responsible for all matters relating to payment of its agents and subcontractors and compensation of its employees, including, without limitation, compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state, and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment or provision of all salary, vacation, and other employee benefits.

### b. Indemnification

DTA will indemnify and hold the District harmless from and against any and all claims of whatever kind and nature that may be imposed on, incurred by, or asserted against the District relating to or arising out of (i) DTA's performance of, or failure to perform, duties under this Agreement; or (ii) DTA's infringement of any third party's or the District's rights, including without limitation any rights under the IDEA and Section 504.

c. Non-solicitation

The District will not employ or solicit the employment of any DTA therapist or assistant during the term of this Agreement and for a period of one (1) year after the termination of this Agreement unless DTA gives its prior written consent. Such consent may be granted or withheld at DTA's sole discretion. To the extent DTA may agree to grant any such consent, a flat fee of \$7,500 per therapist or assistant will be paid to DTA by the District prior to receipt of such written consent. In case of breach of this provision by the District, the District agrees to pay to DTA, as liquidated damages and not as a penalty, the amount of \$10,000 per therapist or assistant.

d. Waiver

A party's waiver of any breach or its failure to enforce any term of this Agreement will not be deemed a waiver of any prior or subsequent breach or of any right to enforce such term or any other term hereof. No waiver shall be valid against any party unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. This Agreement shall not be amended or modified except by written document executed by both parties.

e. Severability

If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

f. Notices

All notices and communications required or permitted to be given by either party under this Agreement shall be in writing and shall be delivered by (a) bonded or nationally recognized overnight courier; or (b) by United States first class registered or certified mail, return receipt requested, or priority or express mail, in any case addressed as follows:

If to the District, to:

Germantown School District  
N104 W13840 Donges Bay Road  
Germantown, WI 53022  
Attn: Mr. Todd Lamb

If to DTA, to:

Dominiczak Therapy Associates, LLC  
4002 W. Cherrywood Lane  
Brown Deer, WI 53209  
Attn: Ms. Lori H. Dominiczak

The information above may be changed by submitting a notice in accordance with this notice provision. Notices shall be deemed delivered when deposited with such courier or company, or with the United States Post Office, as applicable.

g. Governing Law

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

h. Binding Effect; Assignability

The parties may not assign this Agreement or any right or obligation under it without the prior written consent of the other party; provided, however, that DTA may assign the Agreement to its successor in interest or any entity acquiring all or substantially all of the assets of DTA.

i. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and shall supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the relationship between the parties.

j. Use of Names

DTA may divulge to existing and prospective clients that the District has engaged it to provide the Services specified in this Agreement. All other terms of this Agreement shall remain confidential.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

**DOMINICZAK THERAPY ASSOCIATES, LLC**

Signed by:

  
Lori H. Dominiczak  
Manager

**GERMANTOWN SCHOOL DISTRICT**

Signed by:

\_\_\_\_\_  
School District Representative