

**GERMANTOWN SCHOOL DISTRICT
NOTICE OF BOARD OF EDUCATION MEETING**

**KENNEDY MIDDLE SCHOOL – GOLD ACTIVITY CENTER
W160 N11836 CRUSADER COURT
Germantown, WI 53022**

**September 25, 2017
7:45 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. September 11, 2017 Board of Education
- V. Correspondence, Reports, and Information Items
 - A. Special Education Report
 - B. Dreambox Renewal Update
- VI. Insurance Committee
 - A. Discussion and action regarding employee health insurance.
 - B. Discussion and action regarding employee ancillary insurance.
 - C. Update on remaining items discussed at September 20, 2017 committee meeting.
- VII. Policy Committee
 - A. Update on remaining items discussed at September 20, 2017 committee meeting.
- VIII. Finance Committee
 - A. Discussion and action to approve purchases over \$15,000.
 - B. Update on remaining items discussed at September 25, 2017 committee meeting.
- IX. New Business
 - A. Discussion and possible action regarding lease agreement for property adjacent to high school.
 - B. Discussion and possible action to approve middle school literature circle books.
 - C. Discussion and possible action to approve out of state conference request.
- X. Closed Session: The Board will enter into closed session pursuant to Section 19.85(1)(f) and Section 19.85(1)(g).
 - A. Discussion regarding employee matters.
- XI. Adjourn

GERMANTOWN SCHOOL DISTRICT
GERMANTOWN, WISCONSIN 53022
MINUTES OF THE BOARD OF EDUCATION
September 11, 2017

1. The meeting of the Board of Education was called to order by Board President Bob Soderberg in the District Office Board Room at 7:05 p.m. Superintendent Jeff Holmes read the official meeting notification. Roll call: Soderberg – yes, Loth – yes, Borden – yes, Barney – yes, Spies – yes, Larson – yes. Board member Medved absent (excused).
2. Motion by Larson, second by Spies to approve the agenda with the addition of V.A. Student Representative Report. Motion carried.
3. Motion by Larson, second by Barney to approve the August 28, 2017 Board meeting minutes. Motion carried.
4. Katy Pavon, Student Executive Board President, gave an update on student activities in the district for Student Representative Shree Dudhat, who was unable to attend.
5. CD Smith Construction representatives presented an update on the status of construction projects in the district.
6. Jeff Holmes updated the Board on the groundbreaking ceremonies that took place on August 30th and thanked the Board and State Senator Alberta Darling, Village Trustees Dennis Meyers and Robert Warren, and Town of Jackson Chairman Raymond Heidtke, for attending.
7. High School Principal Joel Farren updated the Board on the 2017 ACT scores report.
8. Insurance Committee Chair Tom Barney updated the Board on discussion that took place at the September 5, 2017 committee meeting regarding insurance renewals.
9. Personnel Committee Chair Sarah Larson updated the Board on discussion that took place at the September 11, 2017 committee meeting regarding the status of district employee handbooks.
10. Building Committee Member Michael Loth, Director of Facilities Don Erickson, and Director of Business Ric Ericksen, updated the Board on discussion that took place at the September 11, 2017 committee meeting regarding roofing, easement changes, water retention ponds, refurbishment of the high school tennis courts and speed bumps. Lester Spies provided an update on Marching Band Madness scheduled for September 16, 2017.
11. Motion by Larson, second by Barney to accept the donation of a \$500 School Health Initiative Grant to Peter Schwantes for Kennedy Middle School from the American Cancer Society and the donation of a guitar and an electronic keyboard (value undetermined) from Sue Stieve to Lauren Schell's music class at Kennedy Middle School. Motion carried.
12. Motion by Spies, second by Borden to approve a .4 FTE contract for Jodi Viera at \$24,461 and a 1.0 FTE contract for Shawn Burns at \$64,978. Motion carried.
13. Motion by Larson, second by Spies to adjourn.
14. Board President Soderberg declared the meeting adjourned at 7:45 p.m.

Jayne Borst
Recording Secretary

Lester Spies
School Board Clerk

GERMANTOWN SCHOOL DISTRICT

TO: Personnel Committee **TOPIC:** Special Education Report -
Transition Coordinator

FROM: Director of Pupil Services **BOARD MEETING:** September 25, 2017

DATE: September 20, 2017 **AGENDA ITEM:** V.A.

The position of Transition Coordinator was approved by the Board during the spring of 2015. During a recent Board meeting, information pertaining to the role and responsibilities was requested. The following job description is being provided to assist with clarification:

JOB DESCRIPTION - TRANSITION COORDINATOR

Assess and facilitate data for the coordinated set of activities designed within a results oriented process. Facilitates the academic and functional achievement of students with disabilities within the process. Facilitates the students' movement from school to post school activities (post-secondary education, vocational skills development, adult services, independent living, and community participation). Initiates and supports ongoing student needs assessment, accounting for students' strengths, preferences and interests.

Major Duties and Responsibilities

Training-

- Provides staff training in the development of effective Summary of Performances (SOP's).
- Assist staff in writing and submitting SOP's
- Develop and give transition presentations on variety of related topics.
- Familiarize staff with the information on Wisconsin State Transition Initiative (WSTI) site.
- Maintain records and complete paperwork as required.
- Develop and Implement a comprehensive training program for students through community and school-based vocational placements, and academic programming.
- Complete other duties as assigned.

Liaison-

- Facilitate and coordinate referral process to off-site jobs and job programs.
- Monitor and provide assistance to students' performance at sites and communicate results to staff, students and parents and turn in time cards for students at on Job Training (OJT).
- Maintain communication between post-secondary institutions, employers, employment training, and agency providers (e.g. MATC, UW System, DVR, Project Search, and Washington County Adult Services) during transition process.
- Work in collaboration with school counselors to provide effective transition planning.
- Facilitate and coordinate visits to post-secondary institutions, visits to career fairs, student participation in transition-related events, attendance and participation in other conferences, and assist in job shadowing opportunities.
- Disseminate transition information to teachers/administrators (including district staff)

Resource-

- Attend regional transition meetings and distribute information from these meetings.
- Complete and turn in existing transition reports (Indicator 14)
- Submit weekly schedule or calendar to principal and supervisor bi-weekly
- Provide consultation services for transition IEP's
- Provide information regarding post-secondary institutions, agencies, and other community resources and services related to transition.
- Assist in accessing transition services as well as providing information on transition topics to families.
- Assist in updating and maintaining a school-based transition website with resources that are beneficial to parents, students and staff

Qualifications:

- A current 5 year or lifetime license in secondary special education issued by the Wisconsin Department of Public Instruction.
- A minimum of three years teaching experience as a fully certified special education teacher.
- A minimum of three years hands on experience working with special education students in vocational settings or equivalent.
- Experience with high school special education students preferred.

GERMANTOWN SCHOOL DISTRICT

TO: All Board Members

TOPIC: Dreambox Update

FROM: Brenda O'Brien

BOARD MEETING: September 25, 2017

DATE: September 20, 2017

AGENDA ITEM: V.B.

For the past few years, the Germantown School District subscribed to Dreambox Learning - an online math program that complemented our *Growing with Mathematics* elementary math curriculum. The newly-adopted *Bridges* math program incorporates many of the concepts reinforced in Dreambox. Students will see similar types of problems in their student books used in class as well as the Home Connections (homework) - assignments they work on at home.

Three years ago, the Germantown School District purchased four site licenses, one license for each of the elementary schools. The total for the invoice was \$24,000 (\$6,000 per site license). As with our math program, we continue to review on-line programs as well. The most recent district usage reports have shown a decrease in the frequency of use on Dreambox over the past year. In addition, *Bridges* recommends 20 more minutes of math instruction than *Growing with Mathematics*. Due to the decrease in usage and the increase in instructional minutes for math, we will not be renewing the Dreambox site licenses for the 2017-18 school year. Our current site licenses for Dreambox will expire on October 2. We are considering different licensing options for Dreambox and evaluating different on-line math programs.

RECOMMENDATION: For information only. No action required.

GERMANTOWN SCHOOL DISTRICT

TO:	Board Members	TOPIC:	Health Insurance Renewal
FROM:	Richard Ericksen	BOARD MEETING:	September 25, 2017
DATE:	September 21, 2017	AGENDA ITEM:	V.I.A.

IC Date: September 20, 2017

IC Agenda Item(s): VI. A.

Recommendation to the Board of Education from the Insurance Committee:

The insurance committee brings forward with a positive recommendation to provide a multi-offering health insurance benefit plan to eligible employees from United Health Care for the period effective January 1, 2018 thru December 31, 2018.

Note: The plan is identified as 3-Tier Funding – 2% Increase overall. The eligible employee chooses one plan for the year. See attached.

Background/Attachment(s):

The Insurance Committee has met in February, April, and Sept 9th and 20th on this topic. An ad-hoc insurance advisory group represented by each employee category also met between the September dates to discuss various options.

ABRC Benefit Consultants provided several in-depth analysis in this regards.

Germantown School District - 3 Tier Funding - 2% Increase overall

2018 renewal funding options - Effective January 1, 2018

With Wellness Participation

	OPTION 1 \$3,500/\$7,000 <small>**See H.S.A. recommendation below</small>				OPTION 2 \$2,500/\$5,000 Copay Plan				OPTION 3 \$500/\$1,000 Copay Plan				
	Employee Count	Total Premium	Employee Monthly Cost	Employer Cost	Employee Count	Total Premium	Employee Monthly Cost	Employer Cost	Employee Count	Total Premium	Employee Monthly Cost	Employer Cost	
Single Family	82	\$654.94	\$82.52	\$619.94	82	\$794.95	\$55.65	\$739.30	82	\$880.69	\$141.39	\$739.30	
Family	230	\$1,447.85	\$182.43	\$1,377.85	230	\$1,757.36	\$123.02	\$1,634.34	230	\$1,946.90	\$312.56	\$1,634.34	
Annual Medical Plan Total:	312	\$4,640,527	\$584,706	\$4,412,887	312	\$5,632,536	\$394,277.53	\$5,238,258.60	312	\$6,240,054	\$1,001,795	\$5,238,259	
ER Cost for premium + H.S.A. Single Family				\$724.11 \$1,586.18				\$102,702.60				\$102,702.60	
				4.91%				7.00%				16.05%	83.95%

Without Wellness Participation effective 7/1/2018

	\$3,500/\$7,000 100% HSA				\$2,500/\$5,000 Copay Plan				\$500/\$1,000 Copay Plan				
	Employee Count	Total Premium	Employee Monthly Cost	Employer Cost	Employee Count	Total Premium	Employee Monthly Cost	Employer Cost	Employee Count	Total Premium	Employee Monthly Cost	Employer Cost	
Single Family	82	\$654.94	\$82.52	\$572.42	82	\$794.95	\$100.16	\$694.79	82	\$880.69	\$110.97	\$669.72	
Family	230	\$1,447.85	\$182.43	\$1,265.42	230	\$1,757.36	\$221.43	\$1,535.93	230	\$1,946.90	\$245.31	\$1,501.59	
Annual Medical Plan Total:	312	\$4,640,527	\$584,706	\$4,055,820	312	\$5,632,536	\$709,700	\$4,826,297	312	\$6,240,054	\$786,247	\$4,826,297	
ER Cost for premium + H.S.A. Single Family				\$676.59 \$1,473.75				\$102,702.60				\$102,702.60	
				12.60%				85.69%				12.60%	77.34%

***HSA Funding for \$3500/\$7000 plan design		Max Exposure
Single	\$1,250	82
Family	\$2,500	230
		\$ 677,500.00

Surplus from Current to HSA	
Current Employer Spend	\$5,238,259
All Enrolled in HSA	\$4,412,887
	\$825,372

Germantown School District

HEALTH COVERAGE 2018 ALTERNATIVES

Carrier	OPTION 1	OPTION 2	OPTION 3
	\$3500 HSA-100%	Current-\$2,500 Traditional	\$500 Traditional
Provider Network	Choice HMO	Choice HMO	Choice HMO
Deductible			
<i>Embedded or Non-Embedded</i>	Embedded	Embedded	Embedded
In-Network (Single / Family)	\$3,500 / \$7,000	\$2,500 / \$5,000	\$500 / \$1,000
Out-of-Network (Single / Family)	N/A	N/A	N/A
Coinsurance			
In-Network	100%	80%	90%
Out-of-Network	N/A	N/A	N/A
Out-of-Pocket Max	<i>Includes Deductible</i>	<i>Includes Deductible</i>	<i>Includes Deductible</i>
In-Network (Single / Family)	\$6,350 / \$12,700	\$5,250 / \$10,500	\$6,350 / \$12,700
Out-of-Network (Single / Family)	N/A	N/A	N/A
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Office Visits			
In-Network	Ded, 100% Coins	\$30 Copay	\$30 Copay
Out-of-Network	N/A	N/A	N/A
Specialist			
In-Network	Ded, 100% Coins	\$60 Copay	\$60 Copay
Out-of-Network	N/A	N/A	N/A
Lab, X-Ray Benefit			
In-Network			
Out-of-Network			
Routine/Preventive Care			
In-Network	100% Coverage	100% Coverage	100% Coverage
Out-of-Network	N/A	N/A	N/A
Inpatient Hospital Services			
In-Network	Ded, 100% Coins	Ded, 80% Coins	Ded, 90% Coins
Out-of-Network	N/A	N/A	N/A
Outpatient Hospital Services			
In-Network	Ded, 100% Coins	Ded, 80% Coins	Ded, 90% Coins
Out-of-Network	N/A	N/A	N/A
Lab, X-Ray Benefit			
In-Network			
Out-of-Network			
Emergency Room			
In-Network	Ded, 100% Coins	\$250 Copay	\$250 Copay
Out-of-Network			
Lab, X-Ray Benefit			
In-Network			
Out-of-Network			
Prescription Drugs -	<i>After deductible is Met</i>		
Tier 1 / Tier 2 / Tier 3	\$10 / \$35 / \$60	\$10 / \$35 / \$60	\$10 / \$35 / \$60
Mail Order Prescription Drugs			
Tier 1 / Tier 2 / Tier 3	\$25 / \$87.50 / \$150	\$25 / \$87.50 / \$150	\$25 / \$87.50 / \$150

GERMANTOWN SCHOOL DISTRICT

TO: Board Members **TOPIC:** Ancillary Lines of Benefits Renewals
FROM: Richard Ericksen **BOARD MEETING:** September 25, 2017
DATE: September 21, 2017 **AGENDA ITEM:** VI.B.

IC Date: September 20, 2017

IC Agenda Item(s): VI. B.

Recommendation to the Board of Education from the Insurance Committee:

The insurance committee brings forward with a positive recommendation to renew the dental and vision insurances with Delta Dental the period effective January 1, 2018 thru December 31, 2018.

Note: Delta Dental agreed to extend the current policy period for both plans to December 31, 2017 so that the renewal period could be in-sync with our health plan. The dental plan will increase by 0.0% and the vision plan will increase by 15% for non-voluntary coverages and 0% for voluntary coverages. The rates will then be locked in for 4-years.

Background/Attachment(s):

The Insurance Committee has met in February, April, and Sept 9th and 20th on this topic. ABRC Benefit Consultants provided information relative to alternate providers and advised the committee to continue with the current plans and provider Delta Dental.

No attachments.



GWAVA Technologies Inc.
 1175 S. 800 East
 Orem, UT 84097

QUOTE

Quote To:

Germantown School District
 N104 W13840 Donges Bay Road
 Germantown, WI 53022
 U.S.A.

Ship To:

Germantown School District
 N104 W13840 Donges Bay Road
 Germantown, WI 53022
 U.S.A.

Quote # GWAQ47104
Date 07/24/17
Sales Rep. Brandon Engel
Terms

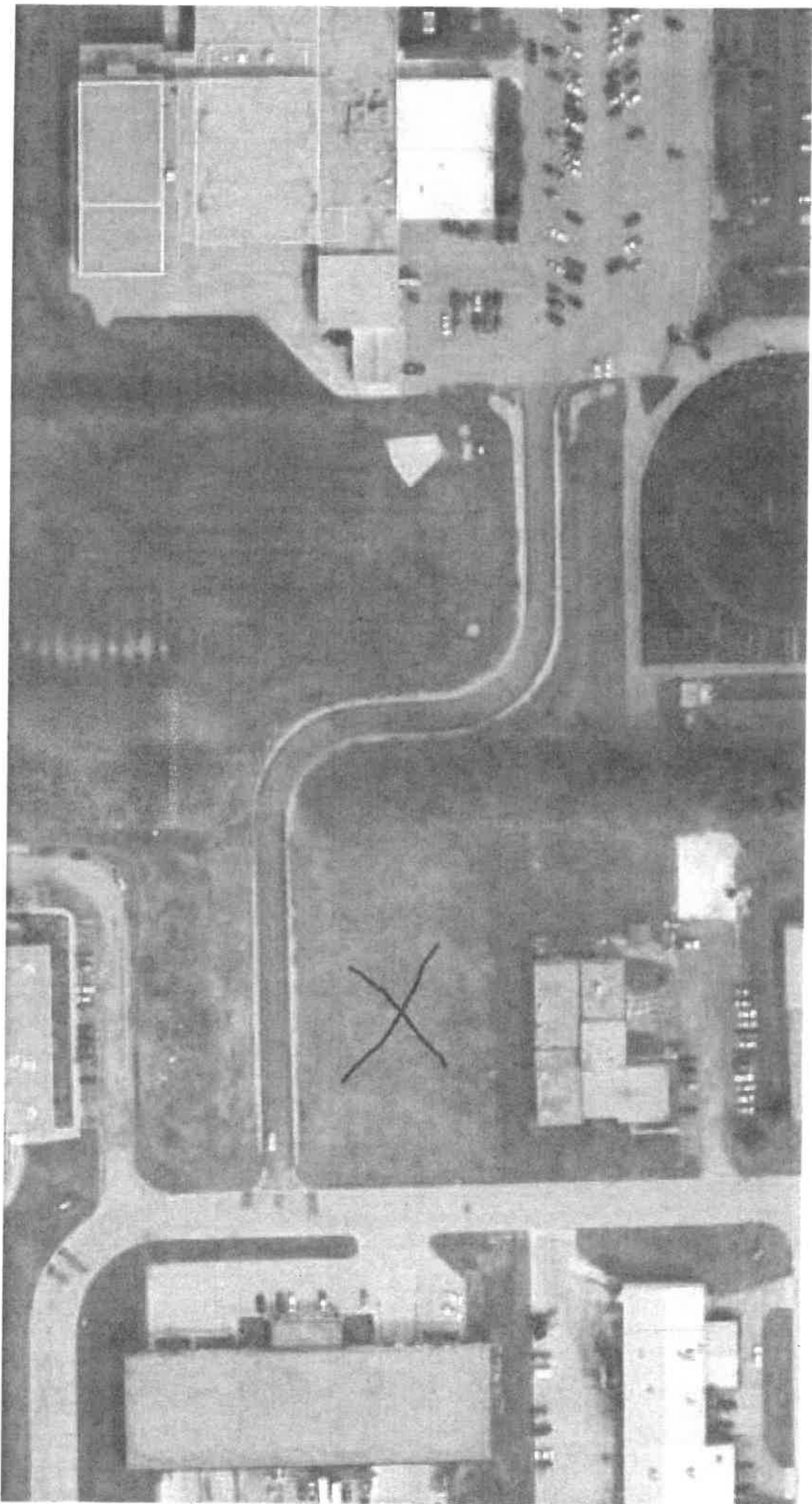
Marc Gabrysiak
 (262) 253-3962
 mgabrysiak@germantown.k12.wi.us

Marc Gabrysiak
 (262) 253-3962
 mgabrysiak@germantown.k12.wi.us

Qty	Part #	Description	Unit Price	Ext. Price
212	63030LE	Retain Server License (Min. 100 MailBoxes) Educational	\$13.20	\$2,798.40
		50.0% Micro Focus SLA Discount		-\$1,399.20
1,079	63040ME	RETAIN Server for Education per User Annual Maintenance (Min 500 users)	\$11.41	\$12,311.39
862	69040SE	Retain Gmail Module Annual Subscription (Min. 500 users) Educational Maintenance Term: August 15th, 2017 to October 19th, 2018	\$8.88	\$7,654.56
			SubTotal	\$21,365.15
			Tax	\$0.00
			Total	\$21,365.15

QUOTE IS VALID FOR 15 DAYS UNLESS OTHERWISE SPECIFIED. PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED.

Purchase Orders can be faxed to 646-304-6250



Washington County
Ascent Land Records Suite

Access Type: Public Real estate property & tax

Choose Category: Assessments ?

What do you want to do? Assessments ?

[Browser Setup Help](#)

[Return to search results](#)

[Property Summary](#)

Owner (s): EJE ENTERPRISES LLC		Location: Section, Sect. 21, T9N, R20E	
Mailing Address: EJE ENTERPRISES LLC W185N11474 WHITNEY DR GERMANTOWN, WI 53022		School District: 2058 - GERMANTOWN SCHOOL	
Tax Parcel ID Number: 213968	Tax District: GTNV-VILLAGE OF GERMANTOWN	Status: Active	Acres: 1.0000
Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.): LOT 2 - CSM 4222 PT OF NW SW DOC 1077268 SEC 21-9-20 1.00 AC			
Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.) WHITNEY DR			

Select Detail --> Assessments

Tax Year: 2017

Real Estate Assessments

Code	Description	Acres	Land Value	Improvement Value	Total Value
2	Commercial	1	\$65,300	\$0	\$65,300
Total:		1.00	\$65,300	\$0	\$65,300
Estimated Fair Market Value:		Average Assessment Ratio:		* MFL and PFC values are not included in the total.	

Special Assessments

Assessment	Amount

[Log in](#)

[View Disclaimer](#)

© 2016 Transcendent Technologies

Washington County
Ascent Land Records Suite

Access Type: Public Real estate property & tax

Choose Category: Tax Bills ?

What do you want to do? Help

[Browser Setup Help](#)

[Return to search results](#)

[Property Summary](#)

Owner (s): EJE ENTERPRISES LLC		Location: Section,Sect. 21, T9N, R20E	
Mailing Address: EJE ENTERPRISES LLC W185N11474 WHITNEY DR GERMANTOWN, WI 53022		School District: 2058 - GERMANTOWN SCHOOL	
Tax Parcel ID Number: 213968	Tax District: GTNV-VILLAGE OF GERMANTOWN	Status: Active	Acres: 1.0000
Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.): LOT 2 - CSM 4222 PT OF NW SW DOC 1077268 SEC 21-9-20 1.00 AC			
Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.) WHITNEY DR			

Select Detail -->

Taxes

[Make Default Detail](#)

[Printer Friendly Page](#)

[View Interactive Map](#)

0 Lottery credits claimed

Print tax bills: 2016 2015

[Prior to 2015](#)

Tax History

*Click on a Tax Year for detailed payment information.

Tax Year*	Total Due	Paid to Date	Current Due	Interest	Penalty	Total Payoff
2016	\$1,062.63	\$1,062.63	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$1,093.58	\$1,093.58	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$1,104.98	\$1,104.98	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$1,088.53	\$1,088.53	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$1,143.73	\$1,143.73	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$1,167.59	\$1,167.59	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$1,182.66	\$1,182.66	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$1,150.26	\$1,150.26	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

If your taxes are 3 years or more delinquent, please contact the Treasurer's Office for additional fees due. (262) 335-4324.

Interest and Penalty are computed for payments postmarked no later than September 30, 2017.

Payoff Month: Payoff Year:

[Log in](#)

[View Disclaimer](#)

© 2016 Transcendent Technologies

PARKING LOT LEASE

This Lease, made and entered into this 19th day of SEPTEMBER, 2017, by and between EJE Enterprises, LLC, a limited liability company ("Landlord") and Germantown School District ("Tenant").

WITNESSETH:

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, certain real estate described herein and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant hereby agree to the following terms and conditions:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real estate described as vacant land of approximately one (1) acre identified as tax parcel number 213968 in the Village of Germantown, Washington County, Lot 2 of Certified Survey Map No. 4222 ("premises").

2. Term.

A. This lease shall be for a term of two (2) years, commencing on the date this Lease is fully executed and terminating on August 31, 2019.

B. Early Termination. Either party may terminate this Lease by providing the other party with sixty (60) days' advance written notice of termination.

3. Rent. Tenant agrees to pay to Landlord, without demand, a monthly rental in the amount of One Thousand Dollars (\$1,000.00) per month. Such rentals shall be payable in advance on the first (1st) day of each month during the term hereof to Landlord at such place as the Landlord may from time to time designate in writing. Rental for the first and final month of the lease term hereunder shall be prorated based on the number of days Tenant leases the premises from Landlord.

4. Permitted Use and Restrictions on Use. The premises shall be used exclusively for parking lot, ingress and egress, and construction staging purposes and for no other purpose without Landlord's prior written consent. Tenant shall have exclusive use of the premises at all times. Tenant shall maintain the premises in a sanitary and clean condition and shall remove, or arrange for the removal of, all trash, waste and rubbish. Tenant shall also be responsible for mowing any grass or weeds, and snow and ice removal.

5. Alterations. Tenant may install gravel on the premises for the purpose of a parking lot, in a manner to be mutually agreed upon by the parties. Landlord shall not unreasonably withhold or delay approval of Tenant's request to install gravel on the premises for the parking lot. Tenant shall not make any other alterations, additions or improvements in, on, or to the premises or any part thereof without the prior written consent of Landlord, and any such

alterations, additions or improvements in, on, or to the premises shall at once become a part of the premises and belong to the Landlord.

6. Taxes. During the term of this lease, Tenant shall pay all real estate taxes attributable to the premises. Landlord shall provide Tenant with a copy of the invoice and request payment of Tenant's share to be paid directly to the taxing authority or to reimburse Landlord for payment of the real estate taxes.

7. Special Assessments. In the event any special assessments are made against the premises, the Landlord and Tenant shall determine the purpose of such special assessment. If the special assessment is made because of Tenant's use of the leased premises, then Tenant shall be responsible for and shall pay for the special assessment. If the special assessment is made because of general improvements made to the leased premises unrelated to Tenant's use, then Landlord shall pay said special assessment.

8. Liability Insurance. Tenant shall procure and maintain during the term of this lease, at Tenant's sole expense, general comprehensive commercial liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) annual aggregate and automobile liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000). Tenant shall cause Landlord to be named as an additional insured under such general comprehensive commercial liability policy and automobile policy and shall deliver certificates of insurance to Landlord at execution of this lease and upon each renewal of the policies evidencing the coverage required hereunder, and at such other times as may be requested in writing by Landlord. Such liability insurance shall protect both Landlord and Tenant against any liability, including liability under the Wisconsin Safe Place Statute, to any person whomsoever, incident to the use of or resulting from any act or omission of the Landlord, the Tenant or any other person whomsoever occurring in or about the premises.

9. Destruction. If all or part of the premises are destroyed by the elements or other cause, Landlord shall have the option to restore the premises to the condition in which they existed immediately before the destruction or damage or to terminate this lease effective as of the date of destruction or damage by giving written notice to Tenant within twenty (20) days after the destruction or damage. If Landlord terminates the lease, all rental will cease as of the date of destruction or damage. If Landlord elects to repair or restore the premises, Landlord shall thereupon proceed with due diligence, and the Tenant's rental obligations shall abate to the extent Tenant is unable to use the premises. Notwithstanding the foregoing, as part of repairing or restoring the premises, Landlord shall not be required to replace any gravel that Tenant previously placed on the premises.

10. Default. If Tenant fails to make timely payment of the rental or any additional obligation payable hereunder, and such failure shall continue for a period of fifteen (15) days after provision of written notice, or Tenant shall fail to comply with any of the other covenants or conditions contained herein and such failure shall continue for a period of fifteen (15) days after written notice thereof shall have been given to the Tenant, then Tenant shall be in default of this lease. Upon the occurrence of a default, Landlord shall have the right to pursue any remedies, in law or equity, including, but not limited to, termination of this lease or termination of Tenant's possession of the Premises.

11. Holding Over. In the event Tenant remains in possession of the premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying the premises as a Tenant for month-to-month, subject to all of the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenant, provided that the monthly rental shall be 150% of the monthly rental due at the time this lease expired.

12. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given upon delivery by hand or commercial delivery service, or deposit into the U.S. Mail, certified mail, postage prepaid; and each such notice shall be addressed as follows, unless and until such party notifies the other party in accordance with this paragraph of a change of address:

If to Tenant: Germantown School District
 Attn: Superintendent
 N104W13840 Donges Bay Road
 Germantown, WI 53022

If to Landlord: EJE Enterprises, LLC
 W185N11474 Whitney Drive
 Germantown, WI 53022

13. Surrender of Premises. Upon the termination of this lease, by expiration or otherwise, Tenant shall surrender the premises to Landlord in as good condition and repair as when delivered by Landlord, ordinary wear and tear and damage by fire and other casualty only excepted. Upon such termination, all alterations and improvements made to the premises by Tenant shall remain and become the property of the Landlord; provided, however, that Landlord may, at its discretion, by providing no less than six (6) weeks' advance notice, require Tenant at Tenant's expense to remove any gravel placed on the premises and to restore the premises to the condition as when delivered by Landlord. Landlord must provide this notice to remove gravel no later than the termination date of the Lease, otherwise this option shall be void.

14. Binding Effect of Lease. The covenants, agreements and obligations herein contained, except as otherwise herein specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder).

15. Waiver. No waiver by Landlord or any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. On or more waivers of any covenant, term or condition of this lease by Landlord shall not be construed as a waiver of subsequent breach of the same or any other covenant, term or condition.

16. Governing Law. This lease, and all disputes hereunder, shall be governed by the law of the State of Wisconsin.

17. Charitable Donation: Tenant agrees to accept the portion of the value of this Lease in excess of the rent and other payments as a charitable donation, and to sign IRS form(s) to acknowledge receipt of a donation in amount to be determined in accordance with the tax laws, and to cooperate and sign any other documents reasonably requested by Landlord. Tenant is not expressing an opinion regarding the value, if any, of this donation. Tenant warrants and represents that it is an organization eligible to receive tax-deductible charitable contributions.

18. Indemnification.

(a) Except to the extent of Landlord's negligence or willful misconduct, Tenant hereby agrees to defend and indemnify Landlord, its members, directors, officers, employees, and agents and hold Landlord, its members, directors, officers, employees, and agents, harmless from and against any and all claims, damages, judgments, expenses (including reasonable attorneys' fees), losses, or liabilities paid, suffered, or incurred by or asserted against Landlord, its members, directors, officers, employees, or agents, arising out of or resulting from (i) Tenant's use of or occupancy of the premises, or (ii) any failure by Tenant to perform or comply with any covenant, term, agreement, provision or obligation under this lease.

(b) Except to the extent of Tenant's negligence or willful misconduct, Landlord hereby agrees to defend and indemnify Tenant, its directors, officers, employees, and agents and hold Tenant, its directors, officers, employees, and agents, harmless from and against any and all claims, damages, judgments, expenses (including reasonable attorneys' fees), losses, or liabilities paid, suffered, or incurred by or asserted against Tenant, its directors, officers, employees, or agents, arising out of or resulting from any failure by Tenant to perform or comply with any covenant, term, agreement, provision or obligation under this lease.


19. Hazardous Materials. Tenant shall not keep on or around the premises for use, handling, transport, disposal, treatment, generation, storage, or sale any of the following: hazardous materials, toxic wastes, toxic substances, pollutants, petroleum products, underground tanks, oils, pollution, asbestos, PCB's, materials, or contaminants, as those terms are commonly used or as defined by federal, state, and/or local law or regulation related to protection of health or the environment, including, but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. § 9601, et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); the Clean Water Act (33 U.S.C. § 1251, et seq.); and the Clean Air Act (42 U.S.C. § 7401, et seq.); and as any of the same may be amended from time to time, and/or by any rules and regulations promulgated thereunder and/or is subject to regulation by any federal, state, or local law, regulation, statute, ordinance, or management plan.

20. Inspection. Tenant agrees that Landlord, its agents and employees and any other person authorized by Landlord may, upon at least 48 hours' advance written notice and without disruption of parking on the premises (except for emergencies), enter the premises for inspection purposes.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement as of the date first above written.

LANDLORD:
EJE ENTERPRISES, LLC

TENANT:
GERMANTOWN SCHOOL DISTRICT

By 
E. John Ersoy, MEMBER

By _____
Jeffrey Holmes, Superintendent

29253856_4.DOC

GERMANTOWN SCHOOL DISTRICT

TO: All Board Members **TOPIC:** KMS Literature Circle Books
FROM: Brenda O'Brien **BOARD MEETING:** September 25, 2017
DATE: September 18, 2017 **AGENDA ITEM:** IX.B.

Kary Cumming, 7th grade teacher at Kennedy Middle School, presented the following proposal to IIC members on September 13, 2017.

Seventh grade literacy teachers in the Cumming House are developing curricular connections between literacy and science. One of the goals in this house is to incorporate a realistic fiction unit that connects with the students' cancer research and projects in science. With the books on this list, cancer as illness isn't the focus but a backdrop to the effects it has on both the patients (more internal dialogue) and their families. Ultimately, the titles below will be used in literature circles, discussing the books in small, structured reading groups.

***The Honest Truth* by Dan Gemeinhart**

Mark has been battling cancer for years and it has returned, so Mark decides this is his last chance to make the climb. He leaves his parents and best friend, Jessie, for the adventure of a lifetime. A series of setbacks threaten Mark's journey but only add to the suspense. The theme of friendship, between Jessie and Mark and between Mark and Beau, guides the journey as well. The book is told in alternating chapters, with Mark's first-person narration juxtaposed against a third-person account of the people searching for him, which shows readers both sides of his journey.

- Think *Catcher in the Rye* as a main character but with cancer. He is dealing with the effects of cancer, but the focus is more on trying to live out his life compared to trying not to die. I like the adventure piece of the book and the idea of getting multiple viewpoints with the switching of chapters.

***Drums Girls and Dangerous Pie* by Jordan Sonnenblick**

The narrative centers around an eighth grader named Steven who is faced with dealing with his younger brother's sickness and the devastation this sickness renders on his family life. Through the course of the novel, Steven must reevaluate what he finds important in his life. In doing so, he attempts to make the connections in his life more meaningful and personal despite the pain around him.

- *The book would students to look at what it would be like to deal with cancer in one's family. Cancer itself isn't the focus, the effects of it on a family is. It also puts a focus on the me-first mentality that so many kids have an issue with. The main character knows that he should be doing all that he can to help, and understand all that is going with his*

family, but is struggles throughout the book with it. In addition, the book is able to keep a light heartedness about it while dealing with a tough topic. It would be a good fit for mid to low level readers, and has enough focus on common middle school issues to draw in many reluctant, often boy, readers.

***After Ever After* by Jordan Sonnenblick**

Jeffrey isn't a little boy with cancer anymore. He's a teen who's in remission, but life still feels fragile. The aftereffects of treatment have left Jeffrey with an inability to be a great student or to walk without limping. His parents still worry about him. His older brother, Steven, lost it and took off to Africa to be in a drumming circle and "find himself." Jeffrey has a little soul searching to do, too, which begins with his escalating anger at Steven, an old friend who is keeping something secret, and a girl who is way out of his league but who thinks he's cute.

- *Jeffery is the same younger brother from Drums, Girls, and Dangerous Pie, Sonnenblick is a great writer for this age and this genre, by providing, again, a soft edge to a what are difficult topics.*

***A Monster Calls* by Patrick Ness**

A darkly funny and deeply moving story of a boy, his seriously ill mother, and an unexpected monstrous visitor. At seven minutes past midnight, thirteen-year-old Conor wakes to find a monster outside his bedroom window. But it isn't the monster Conor's been expecting-- he's been expecting the one from his nightmare, the nightmare he's had nearly every night since his mother started her treatments. The monster in his backyard is different. It's ancient, wild, and it wants something from Conor- the truth.

- This one is a heavy book on a heavy topic. I believe it would be a book to give to our higher level readers, as it requires a lot of inferring to see through all that is happening. It is also one that remains serious throughout, with a lot of different pieces that affect the character. It also would allow us to have many high level discussions on the many different story lines within the story. His mother's cancer is, again a backdrop, with a character dealing with it's ramifications, giving both the effects on the patient and those who are family (and friends). It also paints situations as non-black and white, where many kids see them as being black and white, including the main character.

***Cancer Slam* Ansley Dauenhauer**

Hannah and Max Bennett's mother has just been diagnosed with breast cancer and suddenly the whole world feels like it has been put on hold. To her relief, Hannah discovers that having cancer

in the family doesn't keep birthdays, Halloween, and Christmas from coming, and even cancer can't keep four-year-old Max from occasionally being a pest. In this reassuring novel for middle-grade readers, Hannah learns a lot about breast cancer and a bit about herself.

This novel was written by a breast cancer survivor who wanted to provide literature for students in the middle grades.

***Six Months to Live* by Lurlene McDaniel**

When 13-year-old Dawn Rochelle is diagnosed with leukemia, she's scared. While in the hospital undergoing chemotherapy, Dawn meets Sandy, who also has cancer. Dawn and Sandy battle the disease together, and remain best friends even after they both go into remission and return home. But when Sandy gets sick again, Dawn wonders what the future holds both for Sandy and herself.

This novel is the first in a series about Dawn Rochelle. The author has written a number of novels about children living with illness.

Budget: *The Honest Truth* by Dan Gemeinhart \$6.29 x 30 = \$188.70
 Drums Girls and Dangerous Pie by Jordan Sonnenblick \$8.84 x 30 = \$265.20
 After Ever After by Jordan Sonnenblick \$9.99 x 30 = \$299.70
 A Monster Calls by Patrick Ness \$9.19x 30 = \$275.70
 Cancer Slam Ansley Dauenhauer \$9.95 x 30 = \$298.50
 Six Months to Live by Lurlene McDaniel \$4.99 x 30 = \$149.70

Total = \$1,477.50

Shipping = \$147.75

Grand total = \$1,625.25

RECOMMENDATION: The IIC is bringing this to the Board with a positive recommendation to approve the purchase of these materials.

