

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

**Germantown High School
Performing Arts Center
W180 N11501 River Lane
Germantown, WI 53022**

**June 27, 2022
7:00 p.m.**

AGENDA

The Germantown School District Board of Education will hold its Board Meeting at the District PAC. As with past Board Meetings it will be recorded and provided for public viewing as soon as possible following the meeting. A link to the webcast will be available just prior to the scheduled meeting and can be located at <https://www.gsdwi.org>

- I. Meeting Called to Order and Pledge of Allegiance
 - A. Official Meeting Notification
 - B. Roll Call

- II. Approval of Agenda

- III. Reports
 - A. Graduation Ceremony – Board of Education
 - B. GHS Graduate 2022/Academic Career Planning – David Smith
 - C. School Security Update

- IV. Citizen Comments: **Community members/residents of the Germantown School District** are invited to share their questions, comments, or concerns with the School Board. When speaking, citizens should state their name and address 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. Speakers should keep comments to **three minutes or less** to allow for others to speak. Wisconsin law authorizes the school board to receive information from members of the public. Where possible, the Board may 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 that may be injurious to school district personnel or other individuals will not be allowed.

- V. Approval of Minutes
 - A. May 9, 2022 Closed Session
 - B. May 23, 2022 Board of Education
 - C. May 23, 2022 Closed Session
 - D. May 26, 2022 Closed Session
 - E. May 31, 2022 Closed Session
 - F. June 13, 2022 Closed Session
 - G. June 13, 2022 Closed Session

- VI. Personnel Committee
 - A. Update from June 13, 2022 meeting
 - B. Discussion and action to approve modification offering of health and dental insurance.

- C. Discussion and action to eliminate mentee hourly pay.
- D. Discussion and action to reduce cash-in-lieu.
- E. Discussion and action to approve Supplemental contracts.

VII. Finance Committee

- A. Update from June 13, 2022 meeting.
- B. Resolution authorizing a taxable tax and revenue anticipation promissory note for cash flow purpose in an amount not to exceed \$4,100,000.
- C. Discussion and action to approve ESSER III Part A allocation.
- D. Discussion and action to approve amended CESA # 2021-2022 agreement.

VIII. Teaching & Learning Committee

- A. Update from June 13, 2022 meeting.

IX. Insurance Committee

- A. Insurance self-funded update

X. New Business

- A. Discussion and action to approve teacher contracts.
- B. Discussion and action to approve Administrator contract for Director of Teaching and Learning.
- C. Discussion and action to approve Administrator contract for Assistant Principal at Germantown High School.
- D. Discussion and action to approve wage increases for support staff, professional technical staff, and administrators.
- E. Resolution authorizing and approving equipment schedule E to the master lease agreement No. 2016199117 with American Capital Financial Services, Inc. and ratifying all prior school district action relating to the authorization of the master lease agreement and equipment schedule.
- F. Discussion and action to approve Pupil Services & Special Education Coordinator positions.
- G. Discussion and action to approve Summer IEP/Diagnostic Contracts.
- H. Discussion and action to approve Extended School Year Contracts.
- I. Discussion and action to approve donations.

XI. Adjourn

**GERMANTOWN SCHOOL DISTRICT
GERMANTOWN, WISCONSIN 53022
MINUTES OF THE BOARD OF EDUCATION
May 23, 2022**

1. The meeting of the Board of Education was called to order by Board President Brian Medved in the High School Performing Arts Center at 7:00 p.m. with the Pledge of Allegiance. Roll call: Medved – yes, Barney – yes, Reinemann – yes, Soderberg – yes, Loth – yes, Ewert – yes, Pawlak – yes.
2. Superintendent Brett Stousland read the official meeting notification.
3. Motion by Reinemann, second by Pawlak to approve the agenda. Motion carried.
4. Student representative Hanna DeGrace came forward and introduce the Board to the 2022-2023 student representative Abby Bruss before providing the Board with an update of activities taking place at each school building in the last month and finishing out the school year.
5. Superintendent Stousland led discussions by introducing County Line Principal, Andy Eisenbach. Eisenbach described the presentation by 5th grade students. Eisenbach handed it over to County Line Music Teacher, Amie Beeman. Students Kinsleigh Wilke, Izzy Pyka, McKenzie Feely, Quinn Borchard, and Chloe Lessila showed the Board and community how a ball and bucket can be used as a musical instrument with their presentation.
6. Superintendent Stousland led discussions by introducing Rockfield Principal, Dana Croatt. Croatt described to the Board how the recycling program was started. Students Krue Burkette, Morgan Ohman, and Brynn McKenna described to the Board how the recycling program worked, how they've communicated to the grade levels, and going into the classrooms to promote the program.
7. Superintendent Stousland led discussions by describing some of the data that was collected and provided to the Board in the packet. Stousland showed the steps used to get the app on a smart phone. Brief Board discussion.
8. Director of Student Activities & Athletics, Sara Unertl led discussions providing the Board with an update on all fall, winter and spring sports, mentioning the newsletter that is put out and where it could be found. Unertl mentioned alumni that were honored throughout the year, students that had signed their commitment letters, and WIAA honors for two students. Soderberg thanked Unertl for all that she has done for the program.
9. Medved led discussion on the tentative calendar as presented. Soderberg and Medved both mentioned returning to the school buildings on a rotation schedule for the meetings.

10. Medved led discussion on the Committee assignments as presented. Reinemann said that if Human Growth & Development was still open, she would take that.
11. The following citizens addressed the Board regarding, WIAA game, policies, joint Board meeting with the Village, the Richfield Village, and the Community Survey, GEA representative Amie Beeman, and Scott Hefle,
12. Motion by Barney, second by Ewert to approve the April 25, 2022 Board of Education minutes, and the April 25, 2022 Closed Session minutes. Motion carried.
13. Ewert led discussions on leading the Teaching & Learning Committee meeting, the why's and how things are done, with Director of Teaching & Learning Chris Reuter mentioning that process, the internal team, providing transparency to stakeholders, with Ewert providing information on the 4K program and an informational night that was scheduled for parents at each elementary building. Brief discussion on courses.
14. Loth led discussions on the May 9, 2022 Finance Committee meeting mentioning the approval of vouchers and variance report.
15. Motion by Loth second by Soderberg to approve the RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS, THE ESTABLISHMENT OF AN ESCROW ACCOUNT WITH RESPECT TO AND THE DEFEASSANCE OF CERTAIN OF THE GENERAL OBLIGATION SCHOOL BUILDING AND IMPROVEMENT BONDS, SERIES 2017A, DATED APRIL 12, 2017. Soderberg asked Altendorf to describe the purpose. Motion carried.
16. Loth stated a motion to approve with a positive recommendation from the Finance Committee to approve the 2022-2023 Meal and Milk prices. It does not require a second. Motion carried.
17. Loth stated a motion to approve with a positive recommendation from the Finance Committee to approve the 2022-2023 Facility Use Fee Schedule. It does not require a second. Motion carried.
18. Loth stated a motion to approve with a positive recommendation from the Finance Committee to contract Convergent Solutions to replace the Germantown School District Phone System in an amount not to exceed \$150,000.00 purchased from the appropriate accounts in the general fund. It does not require a second. Motion carried.
19. Loth stated a motion to approve with a positive recommendation from the Finance Committee to lease purchase HP Laptops with warranty from Vanguard Computers and finance the lease-purchase through a 4-year lease arrangement with Corporate Leasing Associates in an amount not to exceed \$23,661.00 with an annual P & I payment of \$6,369.54, as presented, and charge to the appropriate capitalization & lease accounts in the general fund. It does not require a second. Motion carried.
20. Loth stated a motion to approve with a positive recommendation from the Finance Committee to purchase security cameras in an amount not to exceed \$53,960.00 as funds

allow from the appropriate accounts in the general fund. It does not require a second. Medved asked Altendorf about using ESSER funds could be rolled into this because of security. It does not require a second. Motion carried.

21. Loth stated a motion to approve with a positive recommendation from the Finance Committee to award Audio Engineering not to exceed \$20,340.00 to complete zones 2 & 3 funded from the Building and Grounds Fund 10 if funding is available. It does not require a second. Brief discussion. Motion carried.
22. Loth stated a motion to approve with a positive recommendation from the Finance Committee to award Mid-State Equipment not to exceed \$57,463.58 to purchase a John Deere 3046R tractor with attachments funded from the Building and Grounds Fund 10 if funding is available. It does not require a second. Brief discussion. Motion carried.
23. Loth stated a motion to approve with a positive recommendation from the Finance Committee, to award the Cooperative Education Service Agency No. 6 (CESA 6) a contract not to exceed \$31,000 for writing professional development for the 2022-2023 school year. It does not require a second. Motion carried.
24. Loth stated a motion to approve with a positive recommendation from the Finance Committee, for Filtration Concepts not to exceed \$46,234.00 to install UV lighting on the air handling units at Germantown High School and Amy Belle funded from the ESSER Funds. It does not require a second. Motion carried.
25. Barney led discussions on an update from the May 23, 2022 Insurance Committee meeting stating that USI had given an update at the meeting and that the plan is to move forward with self funded and more information would be coming to the Board.
26. Director of Human Resources, Mike Nowak led discussions on the resignations of Marc Lehnerer and Brett Stousland, Motion by Soderberg, second by Reinemann to approve the resignations of Marc Lehnerer and Brett Stousland and thank them for their years of service to the students, their families and to the Germantown School District, approve posting and filling the vacancy. Motion carried.
27. Director of Teaching and Learning, Chris Reuter led discussions on the Summer School contracts. Motion by Reinemann, second by Pawlak to approve the contracts as presented. Motion carried.
28. Director of Pupil Services, Todd Lamb led discussions on Extended School Year contracts. Motion by Reinemann, second by Barney to approve the contracts as presented. Motion carried.
29. Director of Pupil Services, Todd Lamb led discussions on the IEP Diagnostic contracts. Motion by Reinemann, second by Pawlak to approve the contracts as presented. Motion carried.
30. Superintendent Stousland led discussions on the overnight travel request for HOSA. Motion by Loth, second by Reinemann to approve the overnight travel request for the

Germantown High School HOSA students and chaperone to travel to Nashville, TN from June 21, 2022 to June 26, 2022 as presented. Motion carried.

31. Superintendent Stousland led discussions on the overnight travel request for SkillsUSA. Motion by Barney, second by Loth to approve the overnight travel request for the Germantown High School SkillsUSA program to travel to Atlanta, GA from June 20, 2022 to June 24, 2022 as presented. Loth wished them all the best. Motion carried.
32. Superintendent Stousland led discussions by mentioning that there are 17 donations this month, stating the donations. Motion by Reinemann, second by Barney to thank the donors for their generosity and approve the donations as listed. Medved thanked the donors for the continued donations that keep coming in. Motion carried.
33. Motion by Reinemann, second by Pawlak to move into closed session. Roll Call. Motion carried.
34. The Board entered into Closed Session at 8:19 p.m.

Billie Jo Mohn
Recording Secretary

Thomas Barney
School Board Clerk

TO: Board of Education **TOPIC:** Insurance / Part-time Teachers
FROM: Michael Nowak **BOARD MEETING:** June 27, 2022
DATE: June 21, 2022 **AGENDA ITEM:** VI. B.

The Personnel Committee recently discussed insurance eligibility for part-time teachers. Currently in the Germantown School District part-time teachers with at least .5 FTE qualify for health and dental insurance on a pro-rated basis. For example, a part-time teacher at .5 FTE would be responsible for paying 50% of the premium cost for insurance. Throughout the area, the point at which districts begin to offer insurance to part-time teachers spans from .5 FTE to .75 FTE. In addition, part-time teachers in the Germantown School District receive a pro-rated cash-in lieu amount when they waive insurance. Modifying insurance eligibility in the Germantown School District from .5 FTE to .75 FTE would result in an estimated savings of over \$35,000 for the 2022-23 school year.

Recommendation: Modify the insurance eligibility for part-time teachers from .5 FTE to .75 FTE beginning in the 2022-23 school year.

TO: School Board Members

TOPIC: Mentee Pay

FROM: Michael Nowak

BOARD MEETING: June 27, 2022

DATE: June 21, 2022

AGENDA ITEM: VI. C.

The Personnel Committee discussed modification to pay as part of the Germantown School District's Mentor Program for new teachers. The program currently provides an hourly rate of \$20.50 per hour for mentees for time spent with mentors outside of the normal school day. In a typical year, a new teacher meets with their mentor for 10- 15 hours throughout the year. We are proposing the elimination of pay being provided to those individuals being mentored with the understanding that being mentored is a professional responsibility of being new to the district. The cost savings to the district is dependent upon the number of new teachers in a given school year.

Recommendation: Elimination of hourly pay for mentees for their involvement in the Mentor Program for new teachers.

TO: Board of Education

TOPIC: Cash-in-Lieu Benefits

FROM: Michael Nowak

BOARD MEETING: June 27, 2022

DATE: June 21, 2022

AGENDA ITEM: VI. D.

The Personnel Committee discussed modification to district cash-in-lieu benefits. In May of 2021 the Germantown School District made a modification to the cash-in-lieu amount provided to employees who qualify for health insurance but elect to waive the benefit. The decision was made to reduce the cash-in-lieu amount of \$4,500 per year to \$4,100 per year beginning in August of 2021.

A survey of 21 area school districts revealed ten school districts offering cash-in-lieu for teachers and administrators and ten school districts not offering a cash-in-lieu benefit. Of the ten district's offering cash-in-lieu, there is a range of \$2,700/year to \$8,712/year. Assuming that the same number of individuals access cash-in-lieu for the upcoming 2022-23 school year, a reduction of the cash-in-lieu amount from \$4,100/year to \$3,700/year would result in a savings of nearly \$50,000. This is the recommendation of the administration at this point in time.

Recommendation: Reduce the cash in lieu amount for eligible employees from \$4,100 to \$3,700 beginning in August of 2022

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: Supplemental Contracts

FROM: Michael Nowak

BOARD MEETING: June 27, 2022

DATE: June 23, 2022

AGENDA ITEM: VI. E.

The administration is recommending the approval of the following supplemental teacher contracts for the 2022-2023 school year.

Employee Assignment	Hours	Hourly Rate	Prorated Amount
Stephanie Kaebisch School Social Worker	No More than 80 Additional Hours	\$47.38	No More than \$3,790.40
Kelsey Bayless School Psychologist	No More than 80 Additional Hours	\$41.56	No More than \$3,324.80
Jamie Ghere School Psychologist	No More than 80 Additional Hours	\$48.68	No More than \$3,894.40
Jodi Viera School Psychologist	No More than 64 Additional Hours	\$49.93	No More than \$3,195.52
Sara Wong School Social Worker	No More than 80 Additional Hours	\$53.19	No More than \$4,255.20
Elizabeth Mueller School Counselor	No More than 80 Additional Hours	\$38.44	No More than \$3,075.20
Perry Benz School Counselor	No More than 80 Additional Hours	\$60.52	No More than \$4,841.60
Susan Bast Master Scheduler	No More than 120 Additional Hours	\$50.84	No More than \$6,100.80
Susan Bast School Counselor	No More than 80 Additional Hours	\$50.84	No More than \$4,067.20
Caryn Hernandez School Counselor	No More than 80 Additional Hours	\$42.41	No More than \$3,392.80
Deni Topitzes School Counselor	No More than 80 Additional Hours	\$47.89	No More than \$3,831.20
Becky Wittemann School Counselor	No More than 80 Additional Hours	\$55.33	No More than \$4,426.60
RECOMMENDATION: Approve the 2022-2023 Supplemental Teacher Contracts			

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: Taxable Revolving Line of Credit Resolution (LOC)

FROM: Brittany Altendorf

BOARD MEETING: June 27, 2022

AGENDA ITEM: VII. B.

Recommendation:

Adopt the line-of-credit resolution as presented in order to meet our cash flow needs.

A board member should read the resolution directly as written on the board agenda or directly below:

Board Motion

“Motion to approve the RESOLUTION AUTHORIZING A TAXABLE TAX AND REVENUE ANTICIPATION PROMISSORY NOTE FOR CASH FLOW PURPOSES IN AN AMOUNT NOT TO EXCEED \$4,100,000”.

Background:

Financial Analysis:

The short fall for cash purposes will begin as demonstrated on the attached document (Beginning of July 2022. In part it is related; 1) the lower fund balance when compared to previous years, and 2) the timing of large payments.

The district has obtained short term cash flow borrows throughout the years. Over the past three lines the amount requested has decreased each time. This shows the districts strive to be more fiscally responsible.

Oct 2020 - \$10,000,000

June 2021 - \$5,000,000

June 2022 - \$4,100,000

The interest rate is adjusted SOF Rate +.095% (Bank legal fees included in spread). Depending on the withdrawals and the repayment date the estimated interest and fee amount ranges from \$10,000 - \$14,000.

Attachments

Commitment Letter from JP Morgan Chase Bank.

Legal documents will be brought to the meeting for board signatures

J.P.Morgan

CREDIT COMMITMENT FOR GERMANTOWN SCHOOL DISTRICT

JPMorgan Chase Bank, N.A. (the "Bank") is pleased to provide the Germantown School District (the "Borrower") with a financing commitment for a Taxable Revolving Line of Credit in an amount not exceed \$4,100,000 (the "Commitment"). This Commitment has been duly authorized by the Bank and is subject to the acceptance by the Borrower of the following terms and conditions.

Taxable Revolving Line of Credit

- Borrower:** Germantown School District (the "Borrower" or the "Obligor").
- Type of Credit:** Taxable Revolving Line of Credit (the "Taxable Revolving Line of Credit").
- Loan Amount:** \$4,100,000 (the "Commitment").
- Purpose:** Working Capital: Immediate expenses of operating and maintaining the public instruction during the Borrower's fiscal year.
- Interest Rate:** Option 2: Adjusted SOF Rate + 0.95% (Bank legal fees included in rate spread
- Notwithstanding the foregoing, at no time during the loan term shall the interest rate exceed the lesser of (i) 8.00% and (ii) the maximum rate permitted by any applicable law. Interest shall be payable from the day any amount is drawn on the Taxable Revolving Line of Credit. Interest shall be payable at the time any disbursement or draw is repaid.
- Disbursements/Draws:** The Taxable Revolving Line of Credit is revolving so principal can be drawn and repaid in any amount(s) and/or at any time(s) during the term of the Taxable Revolving Line of Credit provided that no draw on the Taxable Revolving Line of Credit may be made after the Maturity Date.
- Bank Legal Fees:** Legal fees are capped at \$3,500. David Field of Chapman and Cutler LLP shall be engaged to represent the Bank.
- Loan Fees:** Unused/Commitment fee of 25 bps on the unutilized portion of the Commitment which shall be payable on the Maturity Date.
- Collateral:** The Borrower shall pledge taxes for operation and maintenance of the Borrower heretofore levied and other available current fiscal year revenues, including state aids (the "Revenues"), sufficient to pay the loans and all other payment obligations under the Taxable Revolving Line of Credit, together with the interest thereon, when due. The Revenues shall be deposited in a special fund which shall be used solely to pay the loans and the other payment obligations under the Facility.
- Maturity/Term:** August 26, 2022 (the "Maturity Date"). The entire principal balance of loans outstanding under the Taxable Revolving Line of Credit outstanding plus all accrued and unpaid interest is due on the Maturity Date.

J.P.Morgan

Amortization:

N/A.

Prepayment:

The loans under the Taxable Revolving Line of Credit may be repaid in whole or in part at any time without penalty.

Conditions:

The effectiveness of the Taxable Revolving Line of Credit shall be subject to the following requirements:

- (1) The School Board of the Borrower approves a resolution (the "Resolution") authorizing temporary borrowing pursuant to Section 67.12(8)(a)1., Wisconsin Statutes and the Commitment at a lawfully called and conducted meeting.
- (2) Quarles & Brady LLP, Bond Counsel to the Borrower, gives an approving legal opinion stating that the Taxable Revolving Line of Credit and the other transaction documents has been lawfully authorized and is a valid and enforceable obligation of the Borrower in accordance with its terms (subject to reasonable exceptions relating to the rights of creditors).
- (3) A transcript of proceedings (including certifications from the Borrower as to its budget for the current fiscal year, including its tax levy and anticipated state aids, a no-litigation certification and certifications confirming the name and titles of the officers of the borrowing and confirming that all of the transaction documents were duly and properly authorized and executed on behalf of the Borrower by such officers) is delivered at the time the Borrower receives its first disbursement or draw on the Taxable Line of Credit.
- (4) The Taxable Revolving Line of Credit is evidenced by a tax and revenue anticipation promissory note (the "Master Note") duly authorized, issued and executed by the Borrower under Section 67.12(8)(a)1., Wisconsin Statutes. Any disbursements or draws on the Taxable Revolving Line of Credit shall be evidenced by a "Disbursement Request".
- (5) The Borrower provides its most recent audited financial statements.

All of the aforesaid shall be provided by the Borrower at the Borrower's expense.

J.P.Morgan

**Expiration of
Commitment:**

This Commitment shall be accepted by official action of the School Board of the Borrower at a meeting duly called noticed, held and conducted in a manner established by the School Board and required by the pertinent Wisconsin Statutes. Unless accepted or terminated, this Commitment shall expire on June 28, 2022. If the loan documentation required by the Bank hereunder is not completed and the Taxable Revolving Line of Credit has not been extended by the Bank to the Borrower for any reason by June 28, 2022, then this Commitment shall expire on said date.

Very truly yours,



Name:

Title: Aaron Strom, Vice President

ACCEPTANCE

This Commitment as outlined above was accepted by action of the School Board on June 28, 2022 and, by countersigning this Commitment Letter hereby agrees to pay the payment obligations hereunder.

District President

District Clerk

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: ESSER III Part A Spending

FROM: Brittany Altendorf

FINANCE MEETING: June 27, 2022

DATE: June 21, 2022

AGENDA ITEM: VII. C.

BACKGROUND:

At the April 25, 2022 board meeting, the Board of Education approved the use of a portion of ESSER III Part A funds to be used on compensating staff with a \$750/\$1,000 stipend for support/certified staff. The estimated allocation was projected to be \$476,500 with the actual expense being \$474,491.63. As stated in previous committee and board meetings, per ESSER III guidelines 20% of the funds have to be allocated to loss of learning. The current allocation for ESSER III Part A is \$664,574 in which a minimum of \$132,914.80 has to be used for loss of learning and the balance of \$531,659.20 is used based on stakeholder feedback. After the compensation and loss of learning allocations the ESSER III Part A funds that remain are \$57,167.57

The remaining ESSER III Part A funds will be used in the summer of 2022. Mitigation funds would be used to complete the UV lighting projects presented to the board in April and May. There is one final category that was listed in the stakeholder survey that has not been addressed, mental health. Mental Health options would be brought to the board for approval in July or Aug using ESSER III Part B funds.

Funding 6/06/2022:

ESSER I -	\$75,218 No change
ESSER II -	\$989,382 No change
ESSER III Part A -	\$664,574 No change
ESSER III Part B -	\$931,806 NEW
EBIS -	\$1,498,187 NEW
LETRS -	\$4,000 NEW

The deadline for all expense reimbursement is September 2024. The Federal Government and DPI continue to send updates as guidelines change. A preliminary recommendation for ESSER III B, EBIS (Evidence Based Intervention Strategies), and LETRS (Language Essentials for Teachers of Reading and Spelling) will be brought to the board for discussion in 2022/2023.

ATTACHMENTS: None

RECOMMENDATION: Motion, with a positive recommendation from the Finance Committee, to use up to \$57,167.57 of the ESSER III Part A allocation for UV lighting.

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: CESA#1 2021-2022 Agreement
Amendments

FROM: Todd Lamb,
Director of Special Education and Pupil Services

FINANCE COMMITTEE: June 27, 2022

DATE: June 22, 2022

AGENDA ITEM: VII. D.

BACKGROUND:

This was presented to the Finance Committee on June 13, 2022 which resulted in a positive recommendation to the full board this evening Two amendments to the agreement with CESA#1 for the 2021-2022 school year are attached for your review. The annual agreements which go to the Board for approval during summer are estimates of services that may be needed for the following year, and are based upon services provided at the time of the estimate. Nevertheless, actual individual student needs change throughout each year. As presented along with other amendments during a previous Finance Committee meeting on February 7, 2022, there were unexpected and significant behavioral needs earlier this year that had resulted in an increase to alternative placement enrollments in order to more appropriately meet student emotional-behavioral regulation needs and to maintain the safety of the learning environments for other students. Two formal amendments were received by the District after the February 7th meeting and are being brought to the Finance Committee at this time. Differences in the amounts are due to credit from a previously approved seat as well as differences in duration.

Seat 1 \$24, 100 (seat adjustment from original contract)

Seat 2 \$19, 650 (additional seat)

Seat 3 \$19, 650 (additional seat)

RECOMMENDATION:

Motion, with a positive recommendation from the Finance Committee, to approve the CESA#1 contract amendments for the 2021-2022 school year.

**AMENDMENT TO CONTRACT
for Cooperative Educational Service Agency #1
2021-2022**

GERMANTOWN SCHOOL DISTRICT

To be added to the 2021-2022 contract:

3101	Turning Point – addition of one (1) seat at Turning Point (Middle School) for the second semester of the 2021-22 school year as requested by Todd Lamb.	\$ 19,650.00
------	---	--------------

TOTAL \$ 19,650.00

Amendment approved:

(Date) 2/23/22

(Date) 2/15/2022

by:

 Mary J. Kuegan
Secretary, Board of Control
for CESA #1

 B. H. S. Y.
Superintendent,
Germantown School District

**AMENDMENT TO CONTRACT
for Cooperative Educational Service Agency #1
2021-2022**

GERMANTOWN SCHOOL DISTRICT

To be added to the 2021-2022 contract:

3101	Turning Point – addition of one (1) seat at Turning Point for the second semester of the 2021-22 school year as requested by Todd Lamb.	\$ 19,650.00
------	---	--------------

TOTAL \$ 19,650.00

Amendment approved:

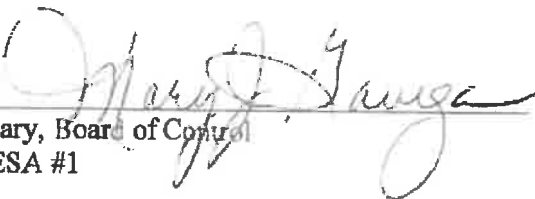
4/12/22

(Date)

April 4, 2022

(Date)

by:



Secretary, Board of Control
for CESA #1



Superintendent,
Germantown School District

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: Teacher Contracts

FROM: Michael Nowak

BOARD MEETING: June 27, 2022

DATE: June 21, 2022

AGENDA ITEM: X. A.

The administration is recommending the approval of the following regular and part-time contracts for the 2022-23 school year.

Employee Assignment/Location	Rationale	FTE	Contract Type	Salary
Chris Timm Business Education Teacher Germantown High School	Chris is being recommended for this position as a result of a teacher resignation	1.0	Regular	\$62,500
Susan Otto German Teacher Germantown High School	Susan is being recommended for this position as the result of staffing needs	.4	Part-Time	\$26,800

RECOMMENDATION:

Approve the 1.0 FTE regular contract for Chris Timm at \$62,500 and the part-time contract for Susan Otto at \$26,800

TO: Board of Education

TOPIC: Director of Teaching and Learning

FROM: Michael Nowak

BOARD MEETING: June 27, 2022

DATE: June 21, 2022

AGENDA ITEM: X. B.

As the result of a search process that included 27 applicants during a two-week posting, 5 screening interviews with all candidates being acting principals and finalist interview process with 3 candidates that included two interviews with teachers, administrators, board members, and parents, we are pleased to bring forward a recommendation to hire Jake Misiak as the new Director of Teaching and Learning for the Germantown School District. Having served as the Principal at Forest Park Middle School in Franklin, Jake brings valuable experience in the role of Director of Teaching and Learning. He possesses the skill sets, attributes and qualities that are a desired match for our district. Additionally, reference checks provided significant insight into previous work experiences that support our belief that he will be highly successful in the Germantown School District.

RECOMMENDATION: Approve the hire Jake Misiak as the Director of Teaching and Learning for the Germantown School District and provide him with a two-year contract for the 2022-23 and 2023-24 school years. The salary for the 2022-23 school year will be \$128,000.

TO: Board of Education

TOPIC: Assistant Principal GHS

FROM: Michael Nowak

BOARD MEETING: June 27, 2022

DATE: June 21, 2022

AGENDA ITEM: X. C.

As the result of a search process that included 66 candidates, 9 screening interviews, and a finalist interview that consisted of teachers, administration and support staff, we are please to bring forward a recommendation to hire David Smith as the new Assistant Principal at Germantown High School. David was hired in March of 2022 to serve as the Dean of Students at Germantown High School. In his brief time in this role, David demonstrated a strength in being able to work effectively with students, staff, parents and community members. He also provided significant leadership in advancing the work of academic and career planning.

Prior to working in Germantown, David served as an English and Leadership teacher in the Elmbrook School District. He also taught Engineering, IT and Media Strands in the Launch Program, which provides students with a project-based learning experience that is centered on working collaboratively with business and community partners. David completed his Master's in Educational Leadership from Concordia University in June of 2017.

RECOMMENDATIONS: Approve the hire of David Smith as Assistant Principal at Germantown High School and provide him with a two-year contract for the 2022-23 and 2023-24 school years. The salary for the 2022-23 school year will be \$88,000.

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: Final 2022-2023 Professional &
Technical, Support Staff, and
Administration wage adjustments

FROM: Brittany Altendorf
Michael Nowak

BOARD MEETING: June 27, 2022

Date: June 21, 2022

AGENDA ITEM: X. D

The Administration supports a pay rate increase for the Professional & Technical, Support Staff, and Administrator groups in an amount equal to 3% over the individual's 2021-22 wage. This would be effective July 1, 2022 (*applied to the 2022/2023 fiscal year*).

RECOMMENDATION: Motion to approve a 3% pay rate increase as presented for the 2022/2023-year effective July 1, 2022.

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: Resolution

FROM: Justin Baumgartner

BOARD MEETING: June 27th, 2022

DATE: June 27th, 2022

AGENDA ITEM: X. E.

RESOLUTION AUTHORIZING AND APPROVING EQUIPMENT SCHEDULE E TO THE MASTER LEASE AGREEMENT NO. 2016199117 WITH AMERICAN CAPITAL FINANCIAL SERVICES, INC.; AND RATIFYING ALL PRIOR SCHOOL DISTRICT ACTION RELATING TO THE AUTHORIZATION OF THE MASTER LEASE AGREEMENT AND EQUIPMENT SCHEDULE

Recommendation(s) to the Board of Education:

Authorize and approve equipment schedule E to the Master Lease Agreement No. 2016199117 with American Capital Financial Services, Inc, and ratify all prior school district action relating to the authorization of the master lease agreement and equipment schedule.

From Director of Technology Services, Justin Baumgartner

Background:

In April the Board approved the lease award to American Capital for our Chromebook purchase. In the course of finalizing the lease documentation, a Letter of Opinion is required. Due to the reference to the original Master Lease Agreement, this resolution is necessary to complete the Letter of Opinion.

Please see attached documents/quote(s).

CERTIFICATE OF DISTRICT CLERK

I, Thomas Barney, District Clerk of Germantown School District, Wisconsin (the "District"), hereby certify the following:

1. Corporate Organization; Officers.

1.1 I am the duly elected, qualified and acting District Clerk of the District, and I was such at all times mentioned in this Certificate.

1.2 Now and at all times mentioned in this Certificate, the District was duly organized, validly existing and operating under and by virtue of the laws of the State of Wisconsin offering grades pre-K to 12. No petition for reorganization nor any other action which would affect the District's boundaries has been undertaken during the past sixty (60) days. No proceedings are now pending with respect to a change in the form of government of the District.

1.3 The District is a common school district administered by a School Board composed of seven members. The duly qualified and acting officers and administrators of the District pertinent to this transaction are as follows:

Brian Medved, District President
Thomas Barney, District Clerk
Brett Stousland, District Administrator
Brittany Altendorf, Director of Business Services
Justin Baumgartner, Director of Technology System

Said officers and administrators were each duly qualified and acting at all times during their respective terms material to the authorization, execution and delivery of the Master Lease Agreement No. 2016199117, dated April 27, 2016 (the "Master Lease") between the District and American Capital Financial Services, Inc. and Equipment Schedule E, dated as of July 14, 2022 (the "Schedule" and collectively with the Master Lease, the "Agreement"), except that at the time the Master Lease was approved, Richard A. Ericksen was the Director of Business Services, Robert Soderberg was the District President, Lester Spies was the District Clerk and Jeff Holmes was the District Administrator.

1.4 No litigation is now pending or threatened with respect to the corporate existence, organization, or boundaries of the District, or the right or title of any officer of the District to his or her respective office.

2. Authorization; Open Meeting Law Compliance.

2.1 At an open, lawful public meeting of the School Board held on June 27, 2022, at which a quorum of the members of the School Board was present in person, a resolution entitled: "Resolution Authorizing and Approving Equipment Schedule E to the Master Lease Agreement No. 2016199117 with American Capital Financial Services, Inc.; and Ratifying all Prior School District Action Relating to the Authorization of the Master Lease Agreement and Equipment Schedule" (the "Resolution") was duly adopted. Said meeting was a regular meeting of the

School Board called, noticed, held and conducted in the manner established by the School Board and required by pertinent Wisconsin Statutes.

2.2 The resolution listed above and included in the Transcript was on the agenda for said meeting and public notice thereof was given not less than twentyfour (24) hours prior to the commencement of said meeting by (i) posting notice of the meeting; (ii) providing notice to those news media which have filed a written request for notice of meetings; and (iii) providing notice to the official newspaper of the District or, if none exists, a news medium likely to give notice in the area.

2.3 The Resolution has been duly recorded in the minutes of the proceedings of said meeting, has not been amended or revoked, and in all other respects is in full force and effect on the date of this Certificate. A true copy of the Resolution is attached hereto as a part of the transcript of these proceedings.

3. NoLitigation; Appropriation.

3.1 There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of the District; the authority of the District or its officers or employees to enter into the Agreement; the proper authorization, approval and/or execution of the Agreement and other documents contemplated thereby; the appropriation of moneys to pay rentals under the Agreement for the current fiscal year of the District; or the ability of the District otherwise to perform its obligations under the Agreement and the transactions contemplated thereby.

3.2 The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the District, or result in any breach of or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the District, or on the Equipment (as defined in the Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the District is a party, or by which it or its assets may be bound.

3.3 There are no actions, suits or proceedings pending or to the knowledge of the District, threatened against or affecting the District in any court or before any governmental commission, board, tribunal or authority which, if adversely determined, would have a materially adverse effect on the ability of the District to perform its obligations under the Agreement or the security interest of the Lessor (as defined in the Agreement) under the Agreement.

3.4 No authority or proceedings for the execution and delivery of the Agreement has been repealed, revoked or rescinded.

3.5 No approval, consent or withholding of objection is required from any governmental body in authority or any other person, firm or corporation with respect to the entering into or performance by the District of the terms of the Agreement and the transactions contemplated thereby, or if such approval is required, it has been obtained.

3.6 The District has allotted sufficient funds for the payment of all rentals due under the Agreement during the current fiscal year, such funds are within the District's budget for the current fiscal year and are within an available, unexhausted and unencumbered appropriation of the District for the current fiscal year. The District complies with and covenants to remain in compliance with the revenue limits imposed by Section 121.91 of the Wisconsin Statutes.

4. Certification of Documents.

4.1 Attached hereto as part of the transcript of these proceedings is a true copy of the Agreement. The Director of Technology Systems has executed the Schedule and related documents as authorized by the Resolution, and the prior Director of Business Services executed the Lease as of the April 27, 2016 dated date.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity effective this 14th day of July, 2022.

Thomas Barney
District Clerk

CERTIFICATE OF DISTRICT PRESIDENT

I hereby certify that I have reviewed the foregoing certifications of the District Clerk and to the best of my knowledge, information and belief, they are true and correct. I further certify that I have examined the signature appearing on the foregoing Certificate of District Clerk and know it to be true and genuine and to have been subscribed thereto by the duly qualified and acting District Clerk of the District.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity effective as of the abovespecified date.

Brian Medved
District President

(SEAL)

Excerpts of Minutes of Meeting
of the
School Board of the
Germantown School District

A meeting of the School Board of the Germantown School District, Washington County, Wisconsin, was duly called, noticed, held and conducted in the manner required by the School Board and the pertinent Wisconsin Statutes on June 27, 2022. The District President called the meeting to order at _____ .m.

The following members were present:

The following members were absent:

(Here occurred other business.)

The following resolution was then moved by _____ and seconded by _____:

RESOLUTION AUTHORIZING A TAXABLE TAX AND
REVENUE ANTICIPATION PROMISSORY NOTE FOR CASH
FLOW PURPOSES IN AN AMOUNT NOT TO EXCEED
\$4,100,000

(A true copy of the resolution as adopted is attached hereto and incorporated herein by reference.)

Upon the vote being taken, the following voted

Aye:

Nay:

Abstaining:

and the resolution was declared adopted.

The following resolution was then moved by _____ and seconded by _____:

RESOLUTION AUTHORIZING AND APPROVING
EQUIPMENT SCHEDULE E TO THE MASTER LEASE
AGREEMENT NO. 2016199117 WITH AMERICAN CAPITAL
FINANCIAL SERVICES, INC.; AND RATIFYING ALL PRIOR
SCHOOL DISTRICT ACTION RELATING TO THE
AUTHORIZATION OF THE MASTER LEASE AGREEMENT
AND EQUIPMENT SCHEDULE

(A true copy of the resolution as adopted is attached hereto and incorporated herein by reference.)

Upon the vote being taken, the following voted

Aye:

Nay:

Abstaining:

and the resolution was declared adopted.

(Here occurred other business.)

Upon motion made and seconded, the School Board adjourned.

Certification of Minutes Excerpt

I, Thomas Barney, am the duly qualified and acting District Clerk of the Germantown School District, Wisconsin. I hereby certify that the foregoing is a true and correct excerpt of the official minutes of the School Board meeting of June 27, 2022.

I further certify that the attached is a true and correct copy of the resolution adopted by the School Board at such meeting.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on June 27, 2022.

(SEAL)

Thomas Barney
District Clerk



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Naples
Phoenix
Tampa
Tucson
Washington, D.C.

June 21, 2022

VIA EMAIL

Mr. Justin Baumgartner
Director of Technology Systems
Germantown School District
N104 W13840 Donges Bay Road
Germantown, WI 53022

RE: Germantown School District - Lease with American Capital Financial Services, Inc.
("American Capital")

Dear Justin:

Attached for consideration by the School Board at its meeting on **June 27** is a **Resolution** authorizing Equipment Schedule E with American Capital and ratifying all District action with respect to the equipment schedule and the master lease. We have attached the equipment schedule as Exhibit A and the master lease as Exhibit B to the Resolution. Attached please also find a form of **Excerpts of Minutes** which can be used to record the vote on the Resolution.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the District (or if the District has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The Certificate of Compliance with Open Meeting Law sent with the Line of Credit documents must be completed in connection with the meeting at which the Resolution is adopted.

We will plan to email an executed copy of our opinion to American Capital on the closing/funding date, after receiving executed copies of all documents.

We have also attached a **Certificate of District Clerk** for the District President and District Clerk to sign at the meeting and to be sealed and a **Form 8038-G** for the District Clerk to sign at the meeting.

Following the meeting, please return one original executed copy of the **Resolution**, the **Excerpts of Minutes**, the **Certificate of Compliance with Open Meeting Law**, the **Certificate of District Clerk** and the **Form 8038-G**. Please also email a PDF of the fully executed lease documentation to me and return the executed original set to American Capital.

If you have any questions regarding the attached documents or any other matter, please call me at 414-277-5641 or David Goose at 414-277-5885.

Very truly yours,

QUARLES & BRADY LLP

Allison M. Buchanan

Attachments

cc: Mr. Brett Stousland (w/enc. via email)
Ms. Tessa Krentz (w/enc. via email)
Ms. Billie Jo Mohn (w/enc. via email)
Ms. Brittany Altendorf (w/enc. via email)
Mr. David Goose (w/enc. via email)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Germantown School District		2 Issuer's employer identification number (EIN) 39-1039316	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
N104 W13840 Donges Bay Road		3	
6 City, town, or post office, state, and ZIP code Germantown, WI 53022		7 Date of issue 07/14/2022	
8 Name of issue Equipment Schedule E to Master Lease Agreement No. 2016199117		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Brittany Altendorf, Director of Business Services		10b Telephone number of officer or other employee shown on 10a 262-253-3900	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/01/2025	\$	\$ N/A	2.964 years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) **N/A**

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. **N/A**

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c Enter the EIN of the issuer of the master pool bond ▶ _____		
d Enter the name of the issuer of the master pool bond ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input checked="" type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input checked="" type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative _____ ▶	Date 07/14/2022	▶ Thomas Barney, District Clerk Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Allison M. Buchanan		07/14/2022		P01388816
	Firm's name ▶ Quarles & Brady LLP	Firm's EIN ▶		39-0432630	
Firm's address ▶ 411 East Wisconsin Avenue, Milwaukee, WI 53202	Phone no.		(414) 277-5000		

RESOLUTION AUTHORIZING AND APPROVING EQUIPMENT SCHEDULE E TO THE
MASTER LEASE AGREEMENT NO. 2016199117 WITH AMERICAN CAPITAL
FINANCIAL SERVICES, INC.; AND RATIFYING ALL PRIOR SCHOOL DISTRICT
ACTION RELATING TO THE AUTHORIZATION OF THE MASTER LEASE
AGREEMENT AND EQUIPMENT SCHEDULE

WHEREAS, the School Board (the "Board") of the Germantown School District, Washington County, Wisconsin (the "District") hereby determines that the District is in need of certain equipment to meet the essential educational and operational needs of the District consisting of computer equipment;

WHEREAS, pursuant to the provisions of Section 120.13(5) of the Wisconsin Statutes, the Board has the power to purchase or otherwise acquire equipment and school apparatus for the use of the schools of the District; and

WHEREAS, the Board hereby determines that it is necessary, desirable and in the best interest of the District to approve the authorization and execution of Equipment Schedule E, dated July 14, 2022 (the "Schedule") attached hereto as Exhibit A and incorporated herein by reference, and to ratify all prior District action related to the authorization and approval of Master Lease Agreement No. 2016199117 with American Capital Financial Services, Inc., dated April 27, 2016 attached hereto as Exhibit B and incorporated by reference (the "Lease") in substantially the forms presented at this meeting of the Board to provide for the leasing by the District of equipment and software (the "Computer Equipment") described above and more particularly identified in the Schedule in the forms and with the terms and provisions as presented at this meeting of the Board.

NOW, THEREFORE, BE IT RESOLVED by the School Board of the District that:

Section 1. Approval of the Acquisition of the Computer Equipment. The Board hereby finds and determines, pursuant to the Constitution and laws of the State of Wisconsin, that the leasing of the Computer Equipment from American Capital Financial Services, Inc. under the terms and provisions set forth in the Lease and the Schedule is essential, necessary, convenient and in furtherance of the District's purposes and in the best interest of the inhabitants of the District; and the Board hereby authorizes and approves the leasing of the Computer Equipment, all under the terms and provisions of the Lease and the Schedule.

Section 2. School Board Ratification of the Lease; Approval and Execution of the Schedule. All District action related to the authorization and approval of the Lease is hereby ratified and the Schedule and the Lease, in substantially the forms presented to this meeting of the Board, are in all respects approved, authorized and confirmed. The Director of Business Services, the Comptroller, the Director of Technology Systems or any of the Board officers are authorized and directed to execute and deliver the Schedule in substantially the form and with substantially the same content as presented to this meeting of the Board, for and on behalf of the District.

Section 3. Execution of Documents. The District President, the District Clerk and other appropriate officers or agents of the Board and the District, including the Director of Business Services, the Comptroller and the Director of Technology Systems, are hereby authorized to execute and deliver for and on behalf of the District any and all additional certificates, documents, instruments and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Resolution, the Lease and the Schedule.

Section 4. Annual Appropriation. The District's obligations under the Lease and the Schedule shall be subject to annual appropriation or renewal by the Board as set forth in the Lease and the Schedule and the District's obligations under the Lease and the Schedule shall not constitute a general obligation of the District or indebtedness under the Constitution or laws of the State.

Section 5. Designation as Qualified Tax-Exempt Obligations. The Schedule is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 6. Conflicting Resolutions. All prior rules, orders and resolutions, or parts thereof, inconsistent with this Resolution or with any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency.

Section 7. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption in the manner provided by law.

Adopted and recorded this 27th day of June, 2022.

Brian Medved
District President

(SEAL)

Thomas Barney
District Clerk

EXHIBIT A

EQUIPMENT SCHEDULE E

(See Attached)

American Capital Financial Services, Inc.

*Schedule E Ref. No. 2022176117 pursuant to Master Lease Agreement No. 2016199117 between
American Capital Financial Services, Inc. ("Lessor") and
Germantown School District ("Lessee")
Dated April 27, 2016 ("Master Lease")*

This is Counterpart #1 of 2 serially numbered, manually executed counterparts. To the extent that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in this document may be created through the transfer and possession of any counterpart other than Counterpart # 1.

THIS SCHEDULE IS EXECUTED PURSUANT TO THE TERMS OF THE ABOVE REFERENCED MASTER LEASE, THE TERMS AND CONDITIONS OF WHICH ARE DEEMED INCORPORATED HEREIN BY REFERENCE. LESSEE HEREBY AGREES TO LEASE THE BELOW-DESCRIBED EQUIPMENT (HEREINAFTER CALLED THE "EQUIPMENT") FROM LESSOR, ITS SUCCESSORS OR ASSIGNEES. LESSOR, UPON ACCEPTING THIS LEASE, AGREES TO LEASE THE EQUIPMENT TO LESSEE ON THE TERMS SET FORTH IN THIS SCHEDULE.

THIS EQUIPMENT SCHEDULE, INCLUDING THE TERMS AND CONDITIONS OF THE MASTER LEASE INCORPORATED HEREIN BY REFERENCE, SHALL BE DEEMED A SEPARATE INSTRUMENT OF LEASE.

EXECUTION OF THIS SCHEDULE BY LESSEE CONSTITUTES A WARRANTY BY LESSEE AS TO THE ACCURACY OF THE EQUIPMENT DESCRIPTION BELOW INCLUDING QUANTITY, MANUFACTURER, MACHINE, MODEL/FEATURE, SERIAL NUMBERS (IF EXISTENT) AND DESCRIPTION.

1. Equipment:

<u>Qty</u>	<u>Manufacturer</u>	<u>Model/ Feature</u>	<u>Serial Number</u>	<u>Description</u>	<u>Base Periodic Rent per item</u>	<u>Total Base Periodic Rent</u>
1520	Asus			Asus C204 Rugged 11.6" Celeron N4020 4GB, 32GB Chromebook, 2 Charging Ports, one on Mother and One on Daughter Board Google Chrome Education License	\$60.56	\$92,054.40
TOTAL BASE PERIOD RENT						\$92,054.40

2. Equipment Location: N104 W13840 Donges Bay Road
Germantown, WI 53022

3. Rental Payment Period: annual *Due commencement, 7/1/23, 7/1/24, 7/1/25*

4. Base Term: 4 – annual **Rental Payment Periods (total of 48 months)**

5. **Payments:** All payment required hereunder must be received on or before the payment due date by the party and at the address designed below in immediately available funds or to such other party and address as directed by Lessor or its assignee in writing (which writing Lessee may absolutely rely upon):

American Capital Financial Services, Inc.
2015 Ogden Avenue, Suite #400
Lisle, IL 60532

6. **Organizational Information of Lessee:**

Type of entity:	School District
State of Organization:	Wisconsin
Federal Tax ID Number:	39-1039316

7 **Additional Provisions:** If there are no Additional Provisions to the Lease please check here:
If there are Additional Provisions including amendments to the Master Lease Agreement as related to this Schedule, please attach and/or describe here:

- (a) Lessee will provide an Opinion of Counsel letter satisfactory to Lessor.
- (b) Notwithstanding any provisions of the Master Lease Agreement dated April 27, 2016 to the contrary and provided Lessee has not been in default on any of the terms and conditions of this lease, Lessee may exercise the option to purchase all of the equipment in this Schedule E Ref No. 2022176117 for \$1.00 per item by giving written notice of such election not less than 60 days prior to the lease termination date. Upon exercising this option, Lessee shall be relieved of its obligation under Sec, 6(d) of the Lease to return the equipment.
- (c) Notwithstanding the terms and conditions in the Master Lease Agreement dated April 27, 2016, rental payments will be made annually beginning with the first annual payment due upon Commencement, the second annual payment due on or before July 1, 2023 and continues each July 1st thereafter for the term of this Schedule E Ref. No. 2022176117.

THIS SCHEDULE TOGETHER WITH THE MASTER LEASE AND ANY ADDITIONAL PROVISION (S) REFERRED TO IN SECTION 7 HEREIN ABOVE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AS TO THE LEASE AND EQUIPMENT. THIS LEASE CONSTITUTES AN OFFER BY LESSEE TO LEASE FROM LESSOR AND SUCH OFFER MAY NOT BE REVOKED EXCEPT BY THE WRITTEN CONSENT OF LESSOR. THIS LEASE SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY LESSOR ONLY UPON ITS EXECUTION HEREOF IN ITS OFFICE IN ILLINOIS.

LESSOR:
American Capital Financial Services, Inc.

LESSEE:
Germantown School District

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT B

LEASE

(See Attached)

American Capital Financial Services, Inc.

Agreement No. 2016199117

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT is entered into and effective this 27th day of April, 2016, between American Capital Financial Services, Inc., an Illinois corporation having an address at 2015 Ogden Avenue, #400, Lisle, Illinois 60532 ("Lessor") and Germantown School District, a(n) Wisconsin school district having its chief executive offices at N104 W13840 Donges Bay Road, Germantown, WI 53022 ("Lessee").

1. LEASE

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment described in one or more Schedules entered into by Lessee and accepted by Lessor concurrently with the execution of this Master Lease Agreement by the parties or subsequent thereto. Each Schedule shall constitute a separate lease on the terms herein and therein set forth, and shall be deemed to incorporate this Master Lease Agreement by reference. The term "Lease" as used herein shall refer to an individual Schedule entered into pursuant to this Master Lease Agreement. To the fullest extent possible each Schedule entered into under this Master Lease Agreement shall be construed to be consistent with the terms and conditions of this Master Lease Agreement. However, in the event that the terms or conditions of any Schedule is stated to supersede the terms and conditions of this Master Lease Agreement or can not be interpreted consistently with the terms and conditions of this Master Lease Agreement, the superseding terms or conditions or inconsistent terms or conditions of such Schedule shall govern but all other terms and conditions of this Master Lease Agreement shall be deemed to remain in full force and effect. Each Schedule shall constitute a separate, distinct, and independent lease and contractual obligation of Lessee. All of the items of equipment on a Schedule shall be referred to collectively as the "Equipment" and separately as a "Unit" or "Item." The mere execution of this Master Lease Agreement shall not obligate Lessee to lease any item of Equipment from Lessor or Lessor to lease any item of Equipment to Lessee. Such obligation shall only be evidenced by a Schedule duly executed by Lessor and Lessee. A Schedule signed by Lessee constitutes an irrevocable offer by Lessee to lease from Lessor the Equipment set forth on such Schedule on the terms and conditions set forth in the Master Lease Agreement and such Schedule and such offer shall be deemed irrevocable until and unless rejected by Lessor but shall not be binding upon Lessor until and unless such Schedule is accepted by an officer of Lessor as evidenced by such officer's signature on such Schedule.

2. TERM

(a) Each Lease shall include an "Installation Term" and a "Base Term." The Installation Term for each Item shall commence on its "Installation Date" and end on the last day of the month immediately preceding the "Base Term Commencement Date." If the Item is to be self-installed by Lessee, its "Installation Date" shall be the date of its delivery to Lessee. If the Item is to be installed by a third party, its Installation Date shall be the date on which the third party responsible for installing the Item certifies that the Item has been installed and placed in good working order. The "Base Term Commencement Date" shall be the first day of the calendar month following the Installation Date of the last Item to be installed. As specified in the applicable Schedule, The "Rental Payment Period" may be: i) "Monthly" consisting of full calendar months; ii) "Quarterly" consisting of three (3) full calendar months; iii) Semi-Annual consisting of six (6) full calendar months or iv) "Annual" consisting of twelve (12) full calendar months. The rent for a Rental Payment Period shall be referred to as the "Base Periodic Rent." The Rental Payment Period shall always commence of the first day of a calendar month. The Base Term shall commence on the Base Term Commencement Date and continue thereafter for the

number of Rental Payment Periods set forth in the applicable Schedule. Unless otherwise specified in the applicable Schedule, the Lease term shall continue after the expiration of the Base Term until and unless terminated as provided herein. As to any Item to be installed by a third party, notwithstanding the fact that its Installation Term may begin after delivery of the Item to Lessee, all obligations of Lessee under the Lease, other than the obligation to pay rent, shall commence upon the delivery of the Item to Lessee.

(b) A Lease may be terminated as of the last day of the last month of the Base Term or the last day of any Rental Payment Period thereafter, by written notice given by either party to the other not more than nine months nor less than six months prior to the date of termination designated in such notice which date must be the last day of a calendar month. If the Lease is not so terminated at the end of the Base Term and other rental amounts are not specified in the applicable Schedule or mutually agreed upon by the parties in writing, the Base Periodic Rent specified in the applicable Schedule shall continue to be due and payable by Lessee until the Lease is terminated in accordance with the terms hereof and the applicable Schedule. Any notice of termination given may not be revoked without the written consent of the other party. Lessee hereby grants Lessor a right of first refusal for the financing of the equipment, which Lessee is obtaining to replace the Equipment to be terminated.

3. RENTAL PAYMENTS

(a) As rent for each Item of Equipment, Lessee shall pay Lessor the sum of (i) Base Periodic Rent as set forth in the applicable Schedule per Rental Payment Period in immediately available funds in advance on the Base Term Commencement Date and on the first day of each Rental Payment Period thereafter so long as the Lease has not been terminated in accordance with its terms, and (ii) on the Base Term Commencement Date, an amount equal to the "Daily Rental Rate for each Item times the number of days occurring in the Installation Term. For purposes of this Lease, the Daily Rental Rate for an item of Equipment shall be determined by dividing the Base Periodic Rent by: i) thirty (30) if the Rental Payment Period is Monthly; ii) ninety (90) if the Rental Payment Period is Quarterly; (iii) one hundred and eighty (180) if the Rental Payment Period is semi-annual and iv) three hundred and sixty (360) if the Rental Payment Period is Annual.

(b) Any payment due under the Lease which is past due for more than five (5) days shall be subject to a late charge of the lesser of one and a half percent (1.5%) a month compounded monthly or the highest rate permitted by law for the date such payment was due to the date it is received in immediately available funds by Lessor. The provisions of this Section 3(b) shall not diminish or impair the rights of Lessor set forth in Section 16 below but shall be in addition thereto, and the acceptance by Lessor of any sums called for by this Section 3(b) shall not constitute a waiver by Lessor of any event of default.

4. TAXES

During the term of each Lease, Lessee shall be responsible for and promptly report, file, pay and indemnify, and hold Lessor harmless with respect to any and all Taxes, as hereinafter defined. The term "Taxes" as used herein shall mean all taxes, fees and assessments, of any nature whatsoever, assessed or levied by any foreign, federal, state

WV

or local government or taxing authority, and/or any penalties, fines or interest thereon, which are imposed during the term of the Lease against or upon the Equipment, its use, operation, or ownership, the Lease or the rentals or receipts due under the Lease, or penalties arising from the failure to file a return with respect to the Equipment or Lease, but shall not include any federal or state taxes based upon or measured by the net income of the Lessor. Lessee will, upon request by Lessor, submit to Lessor written evidence of Lessee's payment of all Taxes due hereunder. To the extent permitted by law, Lessee shall be agent for Lessor in the filing and payment of Taxes; if such agency is not permitted under law, and Lessee so notifies Lessor thereof in writing, Lessor shall file such tax returns relating to such Taxes and Lessor shall remit the amount thereof, and Lessee shall simultaneously reimburse Lessor promptly upon demand for the amount of such Taxes.

5. NET LEASE

Each Lease is a net lease, it being the intention of the parties that all costs, expenses and liability associated with the Equipment, its leasing purchase, the Lease, and the titling, financing, and documentation of the foregoing shall be borne by Lessee unless expressly agreed to the contrary in the Lease. Lessee's duty to pay all obligations hereunder, including but not limited to rent, shall be absolute and unconditional and shall not be subject to any abatement, deferment, reduction, setoff, defense, counterclaim or recoupment for any reason whatsoever and such agreement is for the benefit of Lessor and its assignees. Except as may be otherwise expressly provided herein, the Lease shall not terminate, nor shall such obligations of Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, or obsolescence of, the Equipment or any Unit thereof from any cause whatsoever, or the interference with the use thereof by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of Lessor and Lessee that all rent and other sums payable by Lessee hereunder shall be, and continue to be, payable in all events throughout the term hereof. The Lease shall be binding upon the Lessee, its successors and assignees and shall inure to the benefit of Lessor and its successors and assignees, and all references to Lessor shall include such successors and assignees.

6. INSTALLATION, RETURN, AND USE OF EQUIPMENT

- (a) Upon delivery of the Equipment to Lessee, Lessee shall pay all transportation, installation, rigging, packing, insurance and any other charges relating to the Equipment including, but not limited to all charges relating to the procurement, delivery, installation and documenting of the Equipment and the Lease. In the case of a sale and leaseback transaction, Lessee shall, upon the request of Lessor, certify the date the Equipment was first put into use. Lessee will provide the required electric current and other environmental requirements specified by the manufacturer of the Equipment and use and maintain the Equipment in a manner that will not void the manufacturer's warranties or any applicable maintenance agreements. No accessories or attachments may be used by Lessee to operate any Unit unless the same meets the specifications of the manufacturer. Lessee agrees that it will not use or install, or permit the use or installation of the Equipment until it has executed and delivered all documents required to be executed and delivered pertaining to the Equipment, taken all other actions required by the Lease and the Lessor to commence using the Equipment and obtained all required consents of the Lessor.
- (b) Subject to Lessee's compliance with the terms of the lease Lessee shall, at all times during the term of the Lease, be entitled to unlimited use of the Equipment. Lessee will at all times keep the Equipment in its sole possession and control. The

Equipment shall not be moved from the location stated in the Lease without the prior written consent of Lessor and in no event shall the Equipment be moved outside the continental United States. Any time during the term of the Lease and upon the written request of Lessor, Lessee shall at Lessee's sole expense certify to Lessor (i) the location of the Equipment, (ii) the serial numbers, features, additions to or other characteristics of the Equipment and (iii) eligibility of the Equipment for standard maintenance. Lessee will comply with all laws, regulations, and ordinances, and all applicable requirements of the manufacturer of the Equipment, which apply to the physical possession, use, operation, condition, and maintenance of the Equipment. Lessee agrees to obtain all permits and licenses necessary for the operation of the Equipment.

- (c) Provided Lessee shall have first obtained the prior written consent of Lessor, Lessee may, at its own expense, make alterations in or add attachments including upgrades to the Equipment, provided such alterations, attachments or upgrades do not decrease the value of the Equipment or interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance contract required by Section 7 hereof. During the term of the Lease and provided Lessee is not in default, all such alterations, attachments, or upgrades shall be the property of Lessee. No liens, encumbrances or interest may be granted by Lessee in such attachments, alterations or upgrades which would impair Lessor's rights, title and interest in the Equipment. Provided the attachment, alteration or upgrade is easily removable, then at the option of Lessee (provided Lessee is not in default and upon Lessor's consent), Lessee shall, prior to the termination of the Lease and at its sole expense, remove such alterations, attachments or upgrades and restore the Equipment to its original condition and, if it fails to do so, such alteration, attachment or upgrade shall become the property of the Lessor.
- (d) Lessee shall, at the termination of the Lease, at its sole expense, de-install, pack and return the Equipment to Lessor at such location within the continental United States as shall be designated by Lessor, subject to the requirements of Sections 6 (c) and 7, in the same operating order, repair, condition and appearance as of the Installation Date, reasonable wear and tear excepted, with all current engineering changes prescribed by the manufacturer or a maintenance contractor approved by Lessor ("Maintenance Organization") incorporated therein. Lessee shall execute a certificate with respect to the de-installation of any Equipment or Items thereof, which shall describe the de-installed Equipment or Items thereof according to quantity, machine description and serial number and shall certify that Lessee has performed all of its obligations as provided herein. Until the return of the Equipment to Lessor in the condition required by the Lease, Lessee shall be obligated to pay the Base Periodic Rent and all other sums due hereunder. Upon redelivery to Lessor, Lessee shall arrange and pay for such repairs (if any) as are necessary for the manufacturer or Maintenance Organization to accept the Equipment under a maintenance contract as its then standard rates.

7. MAINTENANCE AND REPAIRS

During the term of the Lease, Lessee shall, at its sole expense, keep the Equipment in good working order, repair, appearance and condition and make all necessary additions, adjustments and repairs thereto and replacements thereof necessary to keep the Equipment in good working order, within manufacturer warranty specifications and acceptable for applicable maintenance programs, all of which additions, adjustments, repairs and replacements shall become the property of Lessor. Lessee

shall not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer or Maintenance Organization, the Equipment is not designed or intended or which would void the manufacturer's warranties or applicable maintenance agreements. Without limiting the generality of the foregoing, and except as the same may be covered by warranties, if any, issued by the manufacturer of the Equipment, Lessee shall, during the term of this Lease, maintain in full force and effect a maintenance contract with the manufacturer or Maintenance Organization covering the Equipment. Lessee shall furnish Lessor with a copy of such maintenance contract (or warranty) or supplements thereto upon request.

8. OWNERSHIP, LIENS AND INSPECTIONS

- (a) Lessee shall affix and maintain tags, decals or plates to the Equipment indicating ownership and title to the Equipment in Lessor (or its assignees) and Lessee shall not permit the removal or concealment of such tags. Lessee shall keep the Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or its assignees. Upon reasonable notice to Lessee, Lessor, its agents and assignees shall have free access to the Equipment at reasonable times for the purpose of inspection and for any other purposes contemplated by the Lease, subject to the reasonable security requirements of Lessee.
- (b) Lessee shall execute and immediately deliver such instruments, including Uniform Commercial Code financing statements, as are required by Lessor to be filed to evidence Lessor's interest in the Equipment or the Lease. Lessor may by written notice to Lessee indicate that the ownership interest in the Equipment is held by a party other than Lessor. Lessor and Lessee hereby agree, and Lessee hereby represents for the benefit of Lessor and its assignees, that the Lease is intended to be a "true lease" as the term is commonly used in the applicable Uniform Commercial Code and the Internal Revenue Code, as amended. Lessee agrees that it will not directly or indirectly take any action or file any returns or other documents inconsistent with the foregoing. Lessee has no interest in the Equipment except as expressly set forth in the Lease, and that interest is a leasehold interest. Lessee represents and warrants that the description of the Equipment as set forth on each document executed by Lessee in connection with each Schedule is true, complete and accurate including features, models and serial numbers.
- (c) Lessee shall keep the Lease and the Equipment free and clear of all liens, levies, charges, encumbrances and claims (collectively "Liens"), including, without limitation, any Liens of the holders of any interest in the real estate on which the Equipment is located or of any personal property to which it is connected, and will, prior to installation of the Equipment or at any time upon Lessor's request, obtain and deliver to Lessor a waiver of any such Liens as to the Equipment in recordable form. It is expressly understood that all of the Equipment shall be and remain personal property, notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to assure Lessor that the Equipment remains personal property and that the respective interests of Lessor and its assignees are protected and preserved. Lessee shall not permit any Equipment to be installed in or with, or used, stored or maintained with, any personal property in such manner or under such circumstances that any Equipment might be or become an accession to or confused with such other personal property. Lessee shall not permit any Equipment to be installed in or on, or used, stored or maintained with, any real property in such a manner or under such circumstances that any person might acquire any rights in any Equipment by reason of such Equipment being deemed to be real property or a fixture thereon.

- (d) Lessee shall not assign the Lease or any of its rights hereunder or sublease any of the Equipment or grant any rights to the Equipment without the prior written consent of Lessor. No permitted assignment or sublease shall relieve Lessee of any of its obligations hereunder and Lessee agrees to pay all costs and expenses Lessor may incur in connection with such sublease or assignment. Lessee hereby grants to Lessor the right of first refusal on any sublease or grant of Lessee's rights to the Equipment except as expressly set forth herein, Lessee may not assign, transfer, sublease, hypothecate or otherwise convey any of its rights or obligations in and under any Lease.

9. DISCLAIMER OF WARRANTIES

- (a) LESSEE IS SOLELY RESPONSIBLE FOR THE SELECTION OF VENDORS AND EQUIPMENT AND DETERMINING THEIR SUITABILITY. BY PROVIDING A DELIVERY CERTIFICATE, LESSEE WARRANTS THAT AS OF THE DATE OF THE DELIVERY CERTIFICATE IT HAS INSPECTED AND ACCEPTED THE EQUIPMENT AND THAT LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT INFRINGEMENTS OR THE LIKE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE EQUIPMENT IS LEASED "AS IS," AND LESSOR SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE OR STRICT LIABILITY OF LESSOR, NOR SHALL THERE BE ANY ABATEMENT OF RENTAL FOR ANY REASON INCLUDING CLAIMS ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT, (iii) THE USE OR PERFORMANCE OF THE EQUIPMENT, OR (iv) ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS OR DAMAGE, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING. LESSEE ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE EQUIPMENT IN ITS SOLE DISCRETION, AND THAT PRIOR TO THE EXECUTION OF ANY SCHEDULE, IT SHALL HAVE EITHER HAVE ENTERED INTO AND ASSIGNED TO LESSOR THE CONTRACT(S) PURSUANT TO WHICH THE EQUIPMENT SUBJECT TO SUCH SCHEDULE IS BEING ACQUIRED OR SHALL HAVE RECEIVED A COPY OF EACH SUCH CONTRACT. IT IS THE AGREEMENT AND INTENTION OF THE PARTIES THAT THIS LEASE IS A FINANCE LEASE WITHIN THE MEANING OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
- (b) For the term hereof, Lessor assigns to Lessee (to the extent possible), and Lessee may have the benefit of, any and all manufacturer's warranties, service agreements and patent indemnities, if any, with respect to the Equipment; provided, however, that Lessee's sole remedy for the breach of any such warranty, indemnification or service agreement shall be against the manufacturer and not against Lessor, nor shall any such breach have any effect whatsoever on the rights and obligations of either party with respect to the Lease.

10. ASSIGNMENT

- (a) Lessor may assign to a successor lessor, lender or purchaser, and Lessee hereby consents to the assignment of, all or any part of the Lessor's right, title and interest in and to the Lease and the Equipment. In the event that Lessor transfers or assigns, or retransfers or reassigns, to a third party (the "Assignee") all or part of Lessor's interest in the Lease, the Equipment and/or any or sums payable hereunder, whether as collateral security for any loans or advances made or to be made to Lessor by such Assignee or otherwise. Lessee, upon receipt of notice of any such transfer or assignment and instructions from Lessor, shall, if so instructed pay and perform its obligations hereunder to Assignee (or to any other party designated by Assignee). Lessee's obligations hereunder with respect to Assignee shall be absolute and unconditional and not be subject to any abatement, reduction, recoupment, defense, offset or counterclaim for any reason, alleged or proven, including, but not limited to, defect in the Equipment, the condition, design, operation or fitness for use thereof or any loss or destruction or obsolescence of the Equipment or any part thereof, the prohibition of or other restrictions against Lessee's use of the Equipment, the interference with such use by any person or entity, any failure by Lessor to perform any of its obligations herein contained, any insolvency or bankruptcy of Lessor, or for any other cause, whether similar or dissimilar to the foregoing. Upon transfer or assignment, Lessee shall, promptly upon request of Lessor, submit to Lessor such documents and certificates as may be reasonably required by Assignee to secure and/or complete such transfer or assignment, including but not limited to the documents set forth in Section 15(c).
- (b) In the event of any such assignment or transfer, Lessee shall:
- (1) send to Assignee as well as Lessor copies of any notices which are required hereunder to be sent to Lessor;
 - (2) not permit the Lease to be amended, modified or terminated without the prior written consent of the Assignee;
 - (3) not look to Assignee to perform any of Lessor's obligations hereunder; and
 - (4) acknowledge the reliance of Assignee upon Lessee's covenants, warranties and representations herein, and shall, if requested, restate directly to Assignee such representations, warranties and covenants and shall make such other representations, warranties and covenants to Assignee as may be reasonably required to give effect to the assignment.
- (c) Anything herein to the contrary notwithstanding, Lessor shall not make an assignment or transfer to any Assignee who shall not agree that, so long as Lessee is not in default hereunder, including but not limited to, a default in the payment of rent to Assignee pursuant to a notice of assignment, such Assignee shall take no action to interfere with Lessee's quiet enjoyment and use of the Equipment in accordance with the terms of the Lease.
- (d) Lessee shall not assign or sublease its rights under any Lease without the express written consent of Lessor, which consent may be withheld at Lessor's sole discretion. Any attempt by Lessee to assign or sublease its rights or any Equipment subject to any Lease without Lessor's prior written consent shall be void and of no force or effect.

11. QUIET ENJOYMENT

Lessor covenants that so long as Lessee is in compliance with all of the terms and conditions of all of its Leases, Lessee will quietly possess the Equipment subject to and in accordance with the provisions of each applicable Lease.

12. INDEMNIFICATION

- (a) Lessee hereby agrees to assume liability for, and does hereby

agree to indemnify, protect, save and keep harmless Lessor and its respective agents, successors and assignees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, or expenses (including legal fees and expenses) of any kind and nature whatsoever which may be imposed upon, incurred by or asserted against Lessor or its respective agents, successors, or assignees, in any way relating to or arising out of (i) the Lease or any document contemplated hereby, (ii) the performance or enforcement of any of the terms hereof, (iii) the manufacture, purchase, acceptance, rejection, return, ownership, lease, disposition, installation, delivery, possession, use, condition or operation of the Equipment, or any accident in connection therewith (including, without limitation, those claims based on latent and other defects, whether or not discoverable, or claims based on strict liability in tort, or any claim for patent, trademark or copyright infringement). At the request of Lessor, Lessee shall undertake to defend, at Lessee's expense, Lessor and its assignees, in any claim, action or suit covered by this indemnification.

- (b) All of Lessor's rights and benefits arising from the indemnities contained in Section 12(a) shall survive the expiration or other termination of the Lease and such indemnities are expressly made for the benefit of, and shall be enforceable by Lessor, its agents, successors and assignees.

13. INSURANCE

During the term of the Lease and thereafter until the Equipment is returned to Lessor or otherwise disposed of by Lessor, Lessee, at its own expense, shall insure the Equipment against all risks for not less than the "Stipulated Loss Value" as defined below. For purposes of this Lease the term "Stipulated Loss Value" shall mean, as to each item of Equipment, the sum of the remaining payments to be made for such item of Equipment during the balance of the then current term of the applicable Lease Schedule multiplied by one-hundred-and-twenty-five percent (125%), but in no event less than the then current fair market value of the item of Equipment. Such insurance shall be with insurers acceptable to Lessor, and shall maintain a loss payable endorsement in favor of Lessor and its assignees affording to Lessor such additional protection as Lessor shall reasonably require. Lessee shall also maintain comprehensive public liability insurance in an amount, on terms and with an insurer satisfactory to Lessor, naming Lessor and its assignees as additional insured. All such insurance shall provide that it may not be terminated, canceled or altered without at least 30 days' prior written notice to Lessor and its assignees. Coverage afforded to Lessor shall not be rescinded, impaired, or invalidated by any act or neglect of Lessee. Lessee hereby waives, on Lessee's behalf and on behalf of any insurance carriers of Lessee, any claim, which Lessee might otherwise have against Lessor from any risk required to be insured against by Lessee hereunder. Lessee hereby irrevocably appoints Lessor as its attorney in fact with full power to negotiate, prosecute, settle and/or compromise all claims or actions under or pursuant to said insurance policies, and to execute in the name of Lessee any proofs of claim or loss, and to endorse the name of Lessee on any settlement, draft or check. Lessee agrees to supply to Lessor, upon its request evidence of insurance as required herein. THE PROCEEDS OF ANY FIRE, EXTENDED COVERAGE, THEFT OR OTHER INSURANCE PROVIDING COVERAGE OF RISK OF LOSS OR DAMAGE TO THE EQUIPMENT SHALL BE PAYABLE SOLELY TO LESSOR, AND SHALL BE CREDITED BY LESSOR TO THE PAYMENT OF THE OBLIGATIONS OF LESSEE HEREUNDER. If Lessee shall have made payment to Lessor of the Stipulated Loss Value consequent to the destruction of an item, Lessor

shall remit to Lessee any such insurance proceeds relating to such Item up to an amount equal to the Stipulated Loss Value for such Item.

14. RISK OF LOSS, IRREPARABLE DAMAGE

- (a) Lessee hereby assumes and shall bear the entire risk or loss and damage, whether or not insured against, of the Equipment from any and every cause whatsoever as of the date the Equipment is delivered to Lessee. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under the Lease, which shall continue in full force and effect.
- (b) In the event of loss or damage of any kind to any Item, Lessee shall use all reasonable efforts to place the Item in good repair, condition and working order to the satisfaction of Lessor within 90 days of such loss or damage, unless the manufacturer determines that such Item has been irreparably damaged, in which case Lessee shall, within 10 days of the manufacturer's determination of irreparable loss, make its election to either pay Lessor the Stipulated Loss Value for the irreparably damaged Item or replace the irreparably damaged Item, all as hereinafter provided. To the extent that the Item is damaged but not irreparably damaged and Lessee is entitled, pursuant to the insurance coverage, to obtain proceeds from such insurance for the repair of the Item, Lessee may arrange for the disbursement of such proceeds to pay the cost of repair, provided, however, no disbursement shall occur until Lessee has the written consent of Lessor therefore.
- (c) In the event that Lessee elects to pay Lessor the Stipulated Loss Value for the irreparably damaged Item, Lessee shall (i) pay such amount (computed as of the first day of the Periodic Payment Period following the determination of the irreparable damage by the manufacturer) to Lessor on the first day of the Periodic Payment Period following the election by Lessee as provided in (b) above, (ii) pay all Base Periodic Rent for the Equipment up to the date that the Stipulated Loss Value is paid to Lessor; and (iii) arrange, with the consent of Lessor, for the disposition of the irreparably damaged Item with the insurance company paying the proceeds relating to the irreparably damaged Item.
- (d) In the event Lessee elects to replace the irreparably damaged Item, Lessee shall continue all payments under the Lease without interruption, as if no such damage, loss or destruction had occurred, and shall replace such irreparably damaged Item, as provided herein, paying all such costs associated therewith. Lessee shall within 20 days following the date of determination of irreparable damage by the manufacturer, effect the replacement by replacing the irreparably damaged Item with replacement equipment (as hereinafter defined), so that Lessor has good and valid title thereto. The "Replacement Item" or "Replacement Equipment" shall have a fair market value at the time of such replacement equal to the then fair market value of the Equipment or Items thereof for which replacement is made, and anticipated to have fair market value at the expiration of the Base Term equal to the fair market value which the Equipment or Items thereof for which replacement is made would have had at the end of the Base Term, and be the same type and of at least equal capacity to the Equipment for which the replacement is being made. Upon delivery, such Replacement Equipment shall become subject to all of terms and conditions of the Lease. Lessee shall execute all such documents necessary to effect the foregoing.
- (e) Lessee shall reimburse Lessor for any net loss, recapture or unavailability of any depreciation or accelerated cost recovery deductions plus taxes due as a result of such recapture, loss or unavailability arising out of or related to the destruction and replacement of the Equipment ("Indemnification Amount"). The

Indemnification Amount shall be payable no later than the date of installation of and payment for the Replacement Equipment. Provided that if Lessee has paid the Stipulated Loss Value for the irreparably damaged Item, no payment of an Indemnification Amount will be required.

- (f) For the purpose of the Lease, the term "fair market value" shall mean the price that would be obtained in an arm's-length transaction between an informed and willing buyer-user under no compulsion to buy or lease and an informed and willing seller-lessor under no compulsion to sell or lease. If Lessor and Lessee are unable to agree upon fair market value, such value shall be determined, as Lessee's expense, in accordance with the foregoing definition, by three independent appraisers, one to be appointed by Lessee, one to be appointed by Lessor and the third to be appointed by the first two appraisers.

15. REPRESENTATIONS AND WARRANTIES OF LESSEE, FINANCIAL STATEMENTS

- (a) Lessee represents and warrants to Lessor and its assignees (i) that the execution and performance of the Lease was duly authorized and that upon execution hereof by Lessee and Lessor, the Lease will be in full force and effect and constitute a valid obligation binding upon and enforceable against Lessee in accordance with its terms; (ii) the Equipment covered by the Lease is accurately described in the Lease and all documents relating thereto; (iii) that Lessee is in good standing in its jurisdiction of incorporation and in any jurisdiction(s) in which any of the Equipment is to be located; (iv) that no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any state, federal or other government authority or agency is required with respect to the execution, delivery and performance by the Lessee of the Lease or, if any such approval, notice, registration or action is required, it has been obtained; (v) that the entering into and performance of the Lease will not violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's Articles of Incorporation or By-Laws or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or upon the Equipment pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound; (vi) there are no actions, suits or proceedings pending, or to the knowledge of Lessee, threatened, before any court or administrative agency, arbitrator or governmental body which will, if determined adversely to Lessee, materially adversely affect its ability to perform its obligations under the Lease or any related agreement to which it is a party; (vii) that aside from the Lease there are no additional agreements between Lessee and Lessor relating to the Equipment; (viii) that any and all financial statements and other information with respect to Lessee supplied to Lessor at the time of execution of the Lease and any amendments hereto, are true and complete. The foregoing representations and warranties shall survive the execution and delivery of the Lease and any amendments hereto and shall upon the written request of Lessor, be made to Lessor's assignees; and (ix) Lessee is an organization of the type set forth in the Schedule, is organized in the state identified in the Schedule and such state has assigned Lessee the corporate file or other identification number set forth in the Schedule.
- (b) Prior to and during the term of the Lease, Lessee will furnish Lessor, when reasonably available, with Lessee's audited financial statements. If Lessee is a subsidiary of another company, Lessee shall supply such parent's financials and

WTP

guarantees as are acceptable to Lessor. Lessee shall also provide Lessor with such other statements concerning the Lease and the condition of the Equipment as Lessor may from time to time reasonably request.

- (c) Upon Lessor's request, Lessee shall, with respect to each Lease, deliver to Lessor (i) a certificate of the secretary or assistant secretary of Lessee referring to the resolutions (specific or general) authorizing the transactions contemplated herein; (ii) an incumbency certificate certifying that the person signing the Lease holds the office he purports to hold and has authority to sign on behalf of Lessee; (iii) an opinion of Lessee's counsel with respect to the representations in Section 15(a) (i) through (vii) above; (iv) an agreement with Lessor's assignee with regard to any assignment as referred to in Section 10; (v) the purchase documents if Lessee has sold or assigned its interest in the Equipment to Lessor; (vi) an insurance certificate pursuant to Section 14 hereof; and (vii) a delivery certificate in a form acceptable to Lessor and duly executed by Lessee. Failure by Lessee to deliver any of these documents when due shall operate at Lessor's option, to continue the Installation Term for the Lease, thereby delaying the Base Term Commencement Date thereof, to increase the Base Periodic Rent to recover costs incurred by Lessor consequent to the delay, or to terminate the Lease as provided in Section 16.

16. DEFAULT, REMEDIES

- (a) Time is of the essence in all Leases entered into under this Master Lease Agreement.
- (b) The following shall be deemed events of default under the Lease:
- (1) Lessee fails to pay any installments of rent or other charge within five (5) days of the written notice thereof from Lessor; or
 - (2) Except as expressly permitted herein, Lessee attempts to remove, sell, encumber, or sublease or fails to insure (pursuant to Section 14 hereof) any of the Equipment, or fails to deliver documents required of Lessee under the Lease; or
 - (3) Any representation or warranty made by Lessee (or on its behalf) in the Lease or any document supplied in connection therewith is misleading or inaccurate in any material respect; or
 - (4) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder within 30 days of Lessee's first knowledge thereof; or
 - (5) Lessee (or for purposes of this subsection, any guarantor of any of Lessee's obligations hereunder) ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting or fails to deny the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or liquidator for it or of all or any substantial part of its assets or properties, or if it or its trustee, receiver, liquidator or shareholders shall take any action to effect its dissolution or liquidation; or
 - (6) If within 30 days after commencement of any proceedings against Lessee seeking reorganization, arrangement,

composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 30 days after the appointment (with or without Lessee's consent) of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

- (c) Upon the happening of any event of default, Lessor may declare the Lessee in default and such declaration shall apply to all Leases between Lessor and Lessee except as specifically excepted therefrom by Lessor in such declaration. Lessee hereby authorizes Lessor at any time thereafter to enter any premises where the Equipment may be and take possession thereof. Lessee shall, without further demand, forthwith pay Lessor an amount which is equal to any unpaid amount due on or before Lessor declared the Lease to be in default, plus as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the Stipulated Loss Value for the Equipment computed as of the date Lessor declares the Lease in default, together with interest, as provided herein, plus all attorney and court costs incurred by Lessor relating to the enforcement of its rights under the Lease. In the event of default, at the request of Lessor and to the extent requested by Lessor, Lessee shall immediately comply with the provisions of Section 6(d) of this Master Lease Agreement. Lessor may sell the Equipment at private or public sale, in bulk or in parcels, with or without notice, without having the Equipment present at the place of sale; or Lessor may lease, otherwise dispose of or keep idle all or part of the Equipment, subject however, to any obligation to mitigate damages imposed by law; and Lessor may use Lessee's premises for any or all of the foregoing. The proceeds of sale, lease or other disposition, if any, of the Equipment shall be applied (1) to all Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of the Equipment including attorney fees; then (2) to the extent not previously paid by Lessee, to pay Lessor the Stipulated Loss Value for the Equipment and all other sums owed by Lessee under the Lease, including any unpaid rent and indemnities then remaining unpaid hereunder; then (3) to reimburse to Lessee any such sums previously paid by Lessee as liquidated damages; (4) any surplus shall be retained by Lessor, Lessee shall pay deficiency in (1) and (2) forthwith. The exercise of any of the foregoing remedies by Lessor shall not constitute a termination of the Lease unless Lessor so notifies Lessee in writing. Lessor may also proceed by appropriate court action, either at law or in equity to enforce performance by Lessee of the applicable covenants of the Lease or to recover damages for the breach hereof.
- (d) The waiver by Lessor of any breach of any obligation of Lessee shall not be deemed a waiver of any future breach of the same or any other obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any such prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under Section 16 shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for herein or now or hereafter existing in law (including all the rights of a secured party under the Uniform Commercial Code) or in equity and Lessor's exercise or attempted exercise of such rights or remedies shall not preclude the simultaneous or later exercise of any or all other rights or remedies. Lessee shall reimburse Lessor and its assignees for all costs and expenses (including reasonable attorney fees) incurred by Lessor and its assignees in enforcing any such rights.

(e) In the event Lessee shall fail to perform any of its obligations hereunder, then Lessor, in addition to all of its rights and remedies hereunder, may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor.

17. GENERAL

- (a) Each Lease (including this Master Lease Agreement as incorporated therein, the applicable Schedule and all documents executed pursuant thereto) shall be deemed to have been made and delivered in the State of Illinois and shall be governed in all respects by the laws of such state, exclusive of its choice of law rules. Any and all court proceedings arising from or relating in any manner to any Lease shall be brought in, and only in, a United States Federal Court having jurisdiction in DuPage County, Illinois or an Illinois state court sitting in DuPage County, Illinois. Each party hereby consents to the exercise of jurisdiction by such courts and irrevocably waives any objection that such party may now or later have based on venue or forum non conveniencce with respect to any action initiated in such courts. In the event that Lessor commences any proceedings for nonpayment of rent or other charges due hereunder, Lessee will not interpose any counterclaim of any nature or description in any such proceedings. This shall not, however, be construed as a waiver of Lessee's rights to assert such claims in any separate action brought by Lessee.
- (b) Each Schedule (including this Master Lease Agreement) constitutes the entire and only agreement between Lessee and Lessor with respect to the Equipment subject thereto and other subject matter thereof. The covenants, conditions, terms and provisions thereof may not be waived or modified orally and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings or agreements or any other communication between the parties. A Lease may not be amended or discharged except by a subsequent written agreement entered into by duly authorized representatives of Lessor and Lessee.
- (c) All notices, covenants or requests desired or required to be given hereunder shall be in writing and shall be delivered in person or sent by registered or certified prepaid mail, return receipt requested, or by courier service to the address of the other party

- set forth on the first page hereof or to such other address as such party shall have designated by proper notice.
- (d) Each Lease may be executed in one or more counterparts, each of which shall be deemed an original, but there shall be a single executed original of each Lease which shall be marked "Original" (and for the purposes hereof shall be referred to as the "Original"); all other counterparts shall be marked "Duplicate." To the extent, if any, that a Lease constitutes chattel paper (as such term as defined in the Uniform Commercial Code) no security interest in the Lease may be created through the transfer or possession of any counterpart other than the Original.
- (e) Section headings are for convenience only and shall not be construed as part of the Lease. All consents required to be obtained in the Lease shall be submitted in writing, setting forth such facts as Lessor may require.
- (f) The prevailing party in a lawsuit shall be entitled also to recover all attorney, court and related legal expenses.
- (g) If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not effect the other terms or provisions hereof or the whole of this Master Lease Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- (h) Lessee shall comply with all laws, regulations and orders of any governmental agency, which relate to the installation, use, possession or operation of the Equipment.
- (i) Lessor may upon written notice to Lessee inform Lessee that certain items supplied to Lessee are leased to Lessor and are supplied to Lessee hereunder as a sublease. Lessee agrees to execute and deliver such acknowledgements and assignments in connection therewith as are reasonably required.
- (j) The obligations of Lessor hereunder shall be suspended to the extent that is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, Acts of God, fires, storms, accident, failure to deliver any Unit of Equipment, governmental regulations or interference or any cause whatsoever not within the sole control of Lessor,

IN WITNESS WHEREOF, the parties have executed this Master Lease Agreement on the date first above written.

LESSOR:
American Capital Financial Services, Inc.

BY: Wayne Rarray
PRINT NAME: WAYNE RARRAY
TITLE: CEO

LESSEE:
Germantown School District

BY: Richard A. Erickson
PRINT NAME: RICHARD A. ERICKSON
TITLE: BUSINESS MANAGER

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: Coordinator Positions:
Pupil Services & Special Education

FROM: Mike Nowak / Todd Lamb

BOARD MEETING: June 27, 2022

DATE: June 23, 2022

AGENDA ITEM: X. F.

ESSER funding is allowing the District a unique opportunity at this time to be creative in order to more effectively meet student needs while temporarily reducing local financial obligations beginning with the 2022-2023 school year. Given the ongoing need for a Special Education support position combined with the opportunity to restructure a recently vacated School Psychologist position, Administration is recommending the creation of two new positions: Pupil Services Program Coordinator 1.0 FTE and Special Education Program Coordinator 1.0 FTE. In different capacities, these two positions will each support our responsiveness to increasing mental health needs as well as our efforts to close achievement gaps, which are consistent with the intended purposes of ESSER funds. Both positions will be funded through ESSER III Part B for a limited term of two years. Over the next two years, a review of Pupil Service programming and support will occur to determine how to incorporate these positions and, if needed, how they can be supported by the special education or general fund.

Pupil Services Program Coordinator

This restructured Pupil Services position will continue with some of the previous responsibilities of a School Psychologist while also incorporating expanded responsibilities in the development of a more robust universal system of academic and behavioral supports for any students who need to access them.

Special Education Program Coordinator

The additional Special Education position will further the development of comprehensive Special Education service delivery, including resources and professional development to support inclusive practices and behavior needs, for students with disabilities.

RECOMMENDATION:

Approve the posting and filling of a 1.0 FTE Pupil Services Coordinator position and a 1.0 FTE Special Education Coordinator Position beginning with the 2022-2023 school year.

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education **TOPIC:** Summer IEP / Diagnostic Contracts
FROM: Todd Lamb **BOARD MEETING:** June 27, 2022
DATE: June 23, 2022 **AGENDA ITEM:** X.G.

The following contracts are being recommended for approval in order to comply with Wisconsin Department of Public Instruction IDEA compliance timelines for Special Education diagnostic evaluations and IEP Development. Additional contracts may be forthcoming.

First and Last Name	Hours Not to Exceed
Kelsey Bayless	8 hours per assigned case
Eddie Campbell	8 hours per assigned case
Cullin Mohn	4 hours per assigned case
John Plaski	4 hours per assigned case
Sara Lundbohm	6 hours per assigned case
Kristine Sapinski	4 hours per assigned case
Carissa Guagliardo	4 hours per assigned case
Tammy Mamayek	6 hours per assigned case
Sara Cincotta	6 hours per assigned case
Joy Conway	6 hours per assigned case
Kathryn McConnell	4 hours per assigned case
Beth Lassiter	4 hours per assigned case
Caryn Hernandez	4 hours per assigned case
Jake Davis	6 hours per assigned case
Susan Bast	4 hours per assigned case
Rebecca Chandler	4 hours per assigned case
Jennifer Lamb	6 hours per assigned case
Amanda Flood	4 hours per assigned case
Korinna McGowan	4 hours per assigned case
Ashley Rusch	6 hours per assigned case
Vicki Umhoefer	6 hours per assigned case
Kayla Sobczak	4 hours per assigned case
Erika Freiburger	4 hours per assigned case

RECOMMENDATION: Approve the contracts as presented.

GERMANTOWN SCHOOL DISTRICT

TO: Board Members **TOPIC:** Extended School Year Contracts
FROM: Todd Lamb **BOARD MEETING:** June 27, 2022
DATE: June 22, 2022 **AGENDA ITEM: X. H.**

The following contracts are being recommended for approval based in accordance with Wisconsin Department of Public Instruction IDEA Compliance for Extended School Year Services.

First and Last Name	Hours Not to Exceed
Julie Bucher	5 hours, unless per IEP
Lindsey Bauer	16 hours, unless per IEP

RECOMMENDATION: Approve the above contract

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: Donations

FROM: Brett Stousland

BOARD MEETING: June 27, 2022

DATE: June 2, 2022

AGENDA ITEM: X. I.

Please act on the donation request described below.

The Board of Education should consider acceptance of the donation in accordance with Board Policy 7230 – Gifts, Grants, and Bequests.

Approve the following donations:

Germantown High School PTA donated \$1500.00 toward the Greenhouse/Green space project.

Germantown Kiwanis Club donated \$350 to the Germantown High School Yearbook club

Gathering on the Green, Inc. donated \$350 to the Germantown High School Choir program.

Legacy Subs, LLC donated \$400 to the Germantown High School DECA program.

Dameian & Christine Shepard donated \$1000 to the Germantown High School Girls Swim & Dive program.

Shepard Arms donated \$1000 to the Germantown High School Girls Swim & Dive program.

Just Kiln' Time donated \$1000 to the Germantown High School Girls Swim & Dive program.

Shepard Trucking donated \$1000 to the Germantown High School Girls Swim & Dive program.

Germantown Ace Hardware donated \$250 to the Germantown High School Skills USA program.

Hammer Design Group, LLC donated \$300 to the Germantown High School Skills USA program.

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