

**GERMANTOWN SCHOOL DISTRICT**  
**GERMANTOWN, WISCONSIN 53022**  
**MINUTES OF THE BOARD OF EDUCATION**  
**June 27, 2011**

1. The meeting of the Board of Education was called to order by Board President Michael Erdmann with the Pledge of Allegiance and a moment of silence in the District Office Board Room at 7:30 p.m. Assistant Superintendent and Human Resources Director Cynthia Coley read the official meeting notification. Roll Call: Erdmann – Yes, Fischer – Yes, Bowe – Yes, Soderberg – Yes, Kline – Yes. Spies – arrived 7:45 p.m., Warnimont – absent (excused).
2. District residents Curt LaSage, Laurie Poppy, Nancy Lietzau, Larry Owen, Barbara Watters, Sarah Larson, Thomas Jones, and Thomas Barney addressed the Board regarding their concerns with agenda item X.C. Resolution for WRS deduction, salary and fringe. District resident Lisa Laskowski urged the Board not to make decisions based on anger, hatred and fear, and to do what is best for children. District resident and insurance consultant Kim Hurtz addressed the Board regarding insurance bids. District resident Cathy Plank addressed the Board with comments and concerns resulting from the June 13, 2011 Board of Education meeting.
3. Motion by Spies, second by Fischer to approve the agenda revised to place item X.C. following item VI.C. Motion carried (Soderberg – no).
4. Motion by Spies, second by Fischer to approve the June 13, 2011 Board of Education meeting minutes. Motion carried (Fischer abstained).
5. Motion by Kline, second by Spies to approve the June 13, 2011 Board of Education closed session meeting minutes with the inclusion of the district office administration present. Motion carried (Fischer, Spies – abstain).
6. Motion by Spies, second by Bowe to approve consent agenda items as follows:

Accept the donation of used lab equipment valued at approximately \$1,000 from Donald Marks to the high school science department.

Accept the donation of chemistry supplies valued at approximately \$150 from Deb Dirreen to the high school science department.

Approve June 2011 vouchers.

Motion carried.
7. Assistant Superintendent and Human Resources Director Cynthia Coley provided a status update on Act 10 and Wisconsin Retirement Fund (WRS) employee deductions and indicated that the Resolution (agenda item X.C.) was included as a template and it would be necessary for the Board to choose which parts to include and which parts to eliminate. Mrs. Coley also provided updates on the status of the development of mandated employee handbooks and the Systems Priorities draft document indicating additional work will be done in August to fine-tune and secure the processes.
8. Motion by Kline, second by Soderberg to remove item X.C. from the agenda. Motion failed (Erdmann – no, Spies – no, Fischer – no, Bowe – no, Soderberg – yes, Kline – yes).

9. Motion by Bowe, second by Spies to table action on item X.C and revisit the issue of the Resolution for WRS deduction, salary and fringe in August as state mandates on employee concessions become more clear. Motion carried.
10. Recommendation from Personnel Committee to adopt the administrator contract template (Attachment I) for all new contracts issued changing "superintendent" to "district administrator." Motion carried.
11. Recommendation from Personnel Committee to adopt the Teacher Letter of Employment (Attachment II) with any modifications for the 2012-2013 letters to be finalized by April 1, 2012. Motion carried.
12. Recommendation from Policy Committee to adopt NEOLA Policy Series 9000 – Relations with delayed implementation until all NEOLA policies have been adopted. Motion carried.
13. Recommendation from Policy Committee to adopt NEOLA Policy Series 8000 – Operations with delayed implementation until all NEOLA policies have been adopted. Motion carried.
14. Policy Committee Chair Kim Fischer informed the Board that action was tabled on NEOLA Policy Series 5000 – Students, 7530.01 Vol. 2 – Staff Use of Wireless Communication Devices, and 2411 Guidance and Counseling for further discussion at the July 18 , 2011 Policy Committee meeting.
15. Finance Committee Chair Tom Bowe informed the Board that no recommendation would be made at this time regarding insurance bids. The administration was directed to consider alternatives to hiring a consultant and bring forward for discussion at the next Finance Committee meeting on July 25, 2011.
16. Recommendation from Finance Committee to approve the Resolution Authorizing the Adoption of the Wisconsin OPEB Trust. Motion carried.
17. Motion by Soderberg, second by Bowe to adopt the 2011-2012 preliminary budget as presented and include the \$923,000 bond issue. Motion carried.
18. Motion by Fischer, second by Spies to accept the resignation of Assistant Director of Building and Grounds Richard Fechter and thank him for his service in the district. Motion carried.
19. Motion by Fischer, second by Spies to approve teacher letters of employment for Megan Prange at \$37,785 and Karen Henricks at \$34,815. Motion carried.
20. Motion by Soderberg, second by Spies to adjourn. Motion carried.
21. Board President Erdmann declared the meeting adjourned at 9:45 p.m.

Jayne Borst  
Recording Secretary

  
\_\_\_\_\_  
Kim Fischer  
School Board Clerk

**Administrative Contract  
Germantown School District  
Germantown, Wisconsin**

IT IS HEREBY AGREED, by and between the School Board of the Germantown School District, (hereinafter "Board"), and \_\_\_\_\_, (hereinafter "Administrator"), that the Board does herewith employ the Administrator as \_\_\_\_\_.

1. TERM. The term of this contract shall be from July 1, 20\_\_, to June 30, 20\_\_, unless terminated sooner pursuant to the provisions contained herein. This contract shall automatically be extended by one additional contract year on each July 1 (e.g. July 1, 20\_\_) if the Board has not given written notice to the contrary to the Administrator on or before January 31 of the year prior to such July 1 date (e.g. January 30, 20\_\_). For example, unless the Board gives notice on or before January 31, 20\_\_, this contract will extend, to June 30, 20\_\_ effective July 1, 20\_\_. During the term of this contract, the Administrator shall be employed for 260 days per year as assigned by the District Administrator.

LEAVE TIME. Administrator shall receive twenty non-work days during each contract year, plus paid holidays on New Year's Day, Good Friday, Memorial Day, the fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

2. DUTIES, RESPONSIBILITIES, AND OBLIGATIONS. The Administrator agrees to perform at a professional level of competence the services, duties, and obligations required by the laws of the State of Wisconsin and the rules, regulations, and policies of the Board that are now existing or that may be hereinafter enacted. The Board agrees to furnish the Administrator with a written copy of all such rules, regulations, and policies now in effect or becoming effective during the term of this contract. In case of direct conflict between any rule, regulation, or policy of the Board and any specific provision of this contract, the contract shall control.

The Administrator agrees to devote full time to the duties, responsibilities, and obligations required herein, and shall not engage in any pursuit that interferes with the proper discharge of such duties, obligations, and responsibilities.

The Administrator also hereby certifies that, on the date of signing, the Administrator is not under contract with any other school board.

3. SALARY. In consideration for the services to be rendered for 20\_\_ - 20\_\_, the Administrator shall receive a salary of (\$\_\_\_\_\_ or to be determined). The Administrator's salary for the 20\_\_ - 20\_\_ contract year shall not be less than that for the first year of this contract.

4. LICENSE. This contract is conditioned upon the Administrator possessing a valid State of Wisconsin Administrator's license or certificate as required by the laws of the State of Wisconsin for the administrative position assigned.

5. TRANSFER. The District Administrator shall have the right to transfer the Administrator during the term of this contract from one administrative assignment or position to another administrative assignment or position whenever, in the judgment of the District Administrator, such transfer is in the best interest of the Board.



Letter of Employment

Germantown School District  
Germantown, Wisconsin

IT IS HEREBY AGREED by and between the Board of Education of the Germantown School District, Washington County, Wisconsin ("Board") \_\_\_\_\_ a legally qualified and certified Wisconsin public school teacher ("Teacher"), as follows:

The board agrees to employ the Teacher for the 2011-2012 school year in the Germantown School District, as a teacher, and for which period of services properly rendered the Teacher will receive a salary of no less than \$XX,XXX, less authorized payroll deductions.

This agreement is subject to (a) all applicable provisions of the United States and Wisconsin Statutes and Regulations; and (b) all Board rules, regulations and policies, now existing or subsequently adopted, not inconsistent with any applicable collective bargaining agreement or such Statutes and/or Regulations.

Teacher agrees to abide by and comply with all such statutes, rules, regulations and policies, to devote his or her best efforts to the work of the school, to direct such co-curricular activities as may be assigned to the best of his or her ability, to keep necessary records and make such reports as may be required by law, the School Board, the District Administrator, or his or her building principal, to use his or her best endeavors to preserve in good condition all school property committed to his or her care, and to obey and carry out to the best of his or her ability all suggestions and the directions of the School Board, the District Administrator and his or her building principal.

If the Teacher is legally dismissed from teaching in the School District, or has his or her certificate legally annulled by expiration or otherwise, then the Teacher shall not be entitled to compensation after such dismissal or annulment.

The final payment of salary for the employment year shall be withheld until the School Clerk has received specific evidence that all end of year duties, including the filing of necessary reports, have been completed.

This agreement constitutes a binding legal contract for the term set forth, the breach of which, by either party, will result in liability for damages to the other. It is further agreed that, in the event the Teacher breaches his or her agreement by termination of services during the term thereof, the sum of \$500.00 is determined to be the reasonable liquidated damages which the parties looking forward, reasonably anticipate will follow from such breach. The Board agrees to take such action only if the Teacher resigns after June 30<sup>th</sup>, or more than two weeks after the Teacher is given notice of his or her teaching assignment of the employment year, whichever occurs later.

This agreement is not valid unless signed and returned by the above named teacher to Human Resources on or before the 30<sup>th</sup> day of June 2011.

SCHOOL BOARD OF THE GERMANTOWN SCHOOL DISTRICT  
GERMANTOWN, WISCONSIN

\_\_\_\_\_ President

\_\_\_\_\_ Clerk

\_\_\_\_\_ Treasurer

I, THE UNDERSIGNED TEACHER, represent to the School Board that I am not now under a contract of employment with another school district for any period covered by this agreement. I hereby accept the provisions as set forth in this agreement.

\_\_\_\_\_ Teacher Signature

Dated:

Name  
Address  
City State Zip

Birthdate  
Social Security Number

