



**Monday, April 9, 2018**  
**BOARD OF EDUCATION MEETING AGENDA**

**SCHOOL DISTRICT OF MILTON**  
**District Office Professional Development Center**  
**448 E. High Street, Milton, WI 53563**  
**6:30 p.m.**

**1. MEETING OPENING**

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- A. Call to Order
- B. Pledge of Allegiance
- C. Action on Agenda
- D. Action on Minutes
- E. Action on Vouchers
- F. Building/Department Announcements
- G. Public Comment
- H. Student Council Report

**2. PRESENTATIONS**

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- A. Hearing Impaired Team
- B. Milton High School Trades Fair

**3. UPDATES**

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- A. MRec - Lance Knudsen

**4. STRATEGIC PLANNING COMMITTEE REPORT - BETSY LUBKE**

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- A. Discussion and Possible Action on Parameters for Facilities Improvement Solution
- B. Review Revised List of Facility Needs
- C. Discussion on Prioritization Method/Process
- D. Discussion on Use of Consultant/Owner's Representative
- E. Discussion on Next Steps

**5. HUMAN RESOURCES COMMITTEE REPORT - BETSY LUBKE**

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- A. Update on Teacher Compensation Language
- B. Update on 2018-19 Insurance Rates

**6. NEW BUSINESS**

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A. Discussion and Possible Action on Parking Lot Easement and Joint Use Agreement With the City of Milton Regarding Parking and Traffic Flow Improvements at Milton West Elementary School

B. Update on Milton High School Pool Hazard Assessment and Engineering Evaluation

## **7. MISCELLANEOUS**

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A. Staffing Report-Professional and Support Staff Hires, Resignations and Retirements

B. Gifts and Donations

C. Meeting Dates-Upcoming Board and Committee Meetings

## **8. EXECUTIVE SESSION**

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A. Motion to go Into Executive Session §19.85 (1)(c)(e), §19.82 (1), §111.70, §118.22, §118.24 Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. [Preliminary Notices of Non-Renewal (6), Administrative Contracts (3), Discussion Regarding Strategy for Negotiations with MEA]

B. Action on Executive Session Minutes

## **9. OPEN SESSION**

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A. Motion to Reconvene in Open Session

B. Possible Action on Administrative Contracts (3) as Discussed in Executive Session

## **10. ADJOURNMENT**

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A. Adjourn Meeting

**SCHOOL DISTRICT OF MILTON**  
**Milton, Wisconsin**

BOARD OF EDUCATION MEETING MINUTES  
Monday, March 12, 2018  
District Office

Board Vice President, Tom Westrick, called the meeting to order at 7:30 p.m. Board members present: Tom Westrick, Betsy Lubke, Shelly Crull-Hanke, Don Vruwink, Brian Kvapil and Karen Hall. Absent: Bob Cullen. Student representatives present: Sean Harvatine and Anna Quade.

I. Approval of Agenda

A motion was made by Betsy Lubke and seconded by Karen Hall to approve the agenda with the deletion of item VII. Motion carried.

II. Pledge of Allegiance

III. Approval of Minutes

A motion was made by Don Vruwink and seconded by Shelly Crull-Hanke to approve the minutes for the regular meeting held on February 26, 2018, and the special meetings held on March 5, 2018 and March 7, 2018 as presented. Motion carried.

IV. Approval of Vouchers

A motion was made by Betsy Lubke and seconded by Karen Hall to approve Bank of Milton vouchers totaling \$765,317.82 representing Funds 10, 20, 50, 80, and 90. Motion carried.

V. Public Comment

VI. Student Council Report

~~VII. Discussion and Possible Action on Exercise of Option to Purchase Property Situated at 450 S. John Paul Road in Milton, Wisconsin—Deleted~~

VIII. Human Resources Committee Report – Betsy Lubke

A. Update on Teacher Compensation and Communication Schedule

IX. Strategic Planning Committee Report – Betsy Lubke

A. Review of Revised School District of Milton Strategic Plan  
B. Discussion on Next Steps in Facilities Assessment Process

X. Early College Credit Program/ECCP and “Start College Now” Requests (Formerly Youth Options) – Jeremy Bilhorn

XI. Discussion and Possible Action on Athletic Co-op Programs

A. Gymnastics with Edgerton

A motion was made by Shelly Crull-Hanke and seconded by Betsy Lubke to approve the gymnastics co-op program with Edgerton for one year. Roll call vote: Don Vruwink (yes), Karen Hall (yes), Betsy Lubke (yes), Brian Kvapil (no), Shelly Crull-Hanke (yes), and Tom Westrick (yes). Motion carried 5-1.

BOARD OF EDUCATION MEETING MINUTES

Monday, March 12, 2018

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B. Girls' Hockey with Beloit Memorial

A motion was made by Betsy Lubke and seconded by Shelly Crull-Hanke to approve the renewal of the girls' hockey co-op program with Beloit Memorial. Roll call vote: Don Vruwink (yes), Karen Hall (yes), Betsy Lubke (yes), Brian Kvapil (yes), Shelly Crull-Hanke (yes), and Tom Westrick (yes). Motion carried 6-0.

C. Boys' Hockey with Fort Atkinson

A motion was made by Betsy Lubke and seconded by Don Vruwink to approve the renewal of the boys' hockey co-op program with Fort Atkinson. Roll call vote: Don Vruwink (yes), Karen Hall (yes), Betsy Lubke (yes), Brian Kvapil (yes), Shelly Crull-Hanke (yes), and Tom Westrick (yes). Motion carried 6-0.

XII. Miscellaneous

A. Staffing – Professional and Support Staff Hires, Resignations and Retirements

A motion was made by Betsy Lubke and seconded by Karen Hall to approve the staffing report as presented, including a contract/letter of employment for Mallory Lilly; and the resignation of Kristal Kesselring. Motion carried.

B. Gifts and Donations

A motion was made by Don Vruwink and seconded by Karen Hall to accept the following gifts and donations with gratitude:

Consolidated School P.I.E.	\$191.50	Author Visit – Bus
Milton East Parents' Group	\$444.00	2 <sup>nd</sup> Grade Field Trip
Milton East Parents' Group	<u>\$520.00</u>	1 <sup>st</sup> Grade Field Trip
	<b>TOTAL</b>	<b>\$1,155.50</b>

Motion carried.

C. Meeting Dates – Upcoming Board and Committee Meetings

March 22, 2018	Candidate Forum	6:00 p.m.	Milton City Hall
April 3, 2018	Spring Election	7a.m.-8p.m.	Polling Places
April 4, 2018	Strategic Planning Committee Meeting	4:30 p.m.	District Office
April 9, 2018	School Board Meeting	6:30 p.m.	District Office-PDC

A motion was made by Karen Hall and seconded Brian Kvapil to adjourn the meeting at 8:25 p.m. Motion carried. Meeting adjourned.

Minutes approved April 9, 2018

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Bob Cullen  
President



## **MRec School Board Spring Update**

### **Baseball/Softball**

#### **3rd/8th Grade**

- Registration will go on until April 6th
- Practice will start the week of April 23rd if not sooner
- Games will start May 19th for boys and May 22nd for girls
- Season will run until middle of July

#### **4K/2nd Grade**

- Registration will go until April 30th
- Practice will start the week of May 21st
- Games will start the week of June 4th
- Games will run until the middle of July

### **Summer Marlins rec program**

- Season will start June 11th
- Season will end by August 3rd
- Practice is held Monday - Thursday 11-12 and 12-1 (swimmers pick which practice they go to)
- We have 7 to 8 swim meets planned for the season

### **MRec Lap Swim**

- Lap swim in the mornings Monday - Friday from 5:30 a.m.-7 a.m.
- We also offer evening lap swim Monday and Wednesday nights (time varies with what we have going on in the pool during the evening)

## **Swim Lessons**

- Summer swim lessons will have 4 sessions  
June 18th-28th  
July 9th-19th  
July 23rd-August 2nd  
August 6th-16th
- 5 sessions a day, 2 in the morning and 3 in the afternoon for the first 3 class sessions, only 3 mid-morning class sessions during the August 6th-16th lessons

## **Open Swim Summer**

- We will run open swim's Monday - Friday 1 p.m.-3 p.m.  
June 11th- mid August

## **3rd Grade swim program**

- 3rd grade swim is held in May
- Consolidated comes May 4th, 11th and 18th
- Harmony, West and East comes May 29th, 30th, 31st and June 1st

## **Northside Minecraft Club**

- We ran this program in the fall and had 28 students

## **Northside STEM Club**

- This program ran in fall early winter and had 24 students

## **Middle School STEM Club**

- This program ran in the winter and had 8 students

## **Partnership with Integrity Martial Arts**

- We had one session - this was held in the winter with 31 participants

**School District of Milton**  
**Board Strategic Planning Committee**

April 4, 2018

**Parameters for Facilities Improvement Solution:**

1. Any facilities improvement solution must be aligned with the District's Strategic Plan.
2. We have significant space needs due to student population and community growth, along with dynamic programming needs.
3. We have significant facilities improvement needs that can't be met through our annual operations budget and therefore will likely mean another referendum.
4. The definition of "needs" and the prioritization of those needs must be an integral part of the process of creating an effective solution.
5. Improvements to facilities related to the safety and security of our students, staff and visitors must be a top priority.
6. Accessibility issues (ADA) should also be a top priority.
7. Any solution must encompass 4K – 12 needs.
8. Any solution must be cost-effective, within a dollar range of \$40 - \$50 million.
9. It is imperative that the entire Board support whatever solution is ultimately proposed.
10. We must work to ensure the community understands and supports the needs and solution by moving forward in a positive, collaborative process.



## School District of Milton

*Opportunity · Achievement  
Community*

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**Dr. Timothy J. Schigur**  
District Administrator

**Mary Ellen Van Valin**  
Director of Business Services

**Susan L. Probst**  
Director of Student Services

**Heather N. Slosarek**  
Director of Curriculum & Instruction

### MEMORANDUM

TO: Tim Schigur, District Administrator  
Mary Ellen Van Valin, Director of Business Services  
Finance Committee  
Board of Education

FROM: Stephen Schantz, Buildings and Grounds Supervisor

DATE: April 9, 2018

RE: Recommendation on Parking Lot Easement and Shared Use Agreement With the City of Milton for the Parking and Traffic Flow Improvements at Milton West Elementary School

A parking lot easement and shared use agreement will be required for the parking and traffic flow project at Milton West Elementary, due to the project being constructed on City of Milton property. This parking lot easement and shared use agreement is very similar to the agreement for the Milton East parking lot project that was completed last summer.

The attached parking lot easement and shared use agreement addresses the roles and responsibilities between the School District of Milton and the City of Milton. A summary of the agreement is that the District will pay for and maintain the lot and the City will be allowed to use the lot during non-peak school times.

This agreement was approved by the Milton City Council on March 6, 2018.

A recommended motion would be **“to approve the parking lot easement and shared use agreement between the School District of Milton and the City of Milton regarding the parking and traffic flow improvements at Milton West Elementary School as presented.”**



**PARKING LOT EASEMENT  
and  
JOINT USE AGREEMENT**

This Agreement entered into as of the 6 day of March, 2018, by and between the School District of Milton (the "School District") and the City of Milton (the "City"), the School District and the City hereinafter collectively referred to as the "Parties".

*RECITALS*

A. The City is the owner of certain real estate located in the City of Milton, Rock County, Wisconsin, as described on the attached Exhibit A and referred to on the Exhibit and this Agreement as "Parcel A".

B. The School District is the owner of certain real estate also located in the City of Milton, Rock County, Wisconsin, as described on the attached Exhibit B and referred to on the Exhibit and this Agreement as "Parcel B".

C. Parcel A is used by the City as a public park known and referred to as La Mar Park. Parcel A is bordered on its west side by Crescent Drive and on its east side by Parcel B.

D. Parcel B is used by the School District as the site of the Milton West Elementary School.

E. The Parties wish to provide for the construction, maintenance and joint use of a sidewalk, driveway and parking area, to be situated within Parcel A, providing access and parking for use in connection with activities and operations at La Mar Park and Milton West Elementary School.

*AGREEMENT*

THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Establishment of Parking Lot Easement. Attached to this Agreement as Exhibit C is a site plan (the "Site Plan"), depicting the location and configuration of a parking lot, driveway aisles, a six-foot wide sidewalk extending from and between the Crescent Drive right-of-way to Parcel B, and related improvements (the "Parking Lot Improvements") to be constructed within Parcel A. The land upon which the Parking Lot Improvements are to be located within Parcel A, as shown on the Site Plan, is hereinafter referred to as the "Parking Lot Easement Area". The City hereby grants, declares, provides and establishes a perpetual easement and right of way over and across the Parking Lot

Name and Return Address

Attorney William L. Fahey

Boardman & Clark LLP

P.O. Box 927

Madison, Wisconsin 53701-0927

Parcel Numbers: 257 133008; 257 051003

Easement Area for the purpose of providing ingress and egress, including pedestrian and vehicular traffic, from and between Crescent Drive and Parcel B, and for the parking of vehicles within parking spaces included within the Parking Lot Easement Area, as shown on the Site Plan. Such easement and right of way shall extend for the use and benefit of the School District and its agents, employees, students, contractors, invitees, licensees, guests and permittees (collectively, the "School District's Users", or its "Users"). The easement rights granted to the School District's Users hereunder shall be non-exclusive, and the City reserves full right to use of the Parking Lot Improvements for ingress and egress, including pedestrian and vehicular traffic, to Parcel A, and for the parking of vehicles within parking spaces included within the Parking Lot Easement Area, as shown on the Site Plan, by the City and its agents, employees, contractors, invitees, licensees, guests, and permittees (collectively, the "City's Users", or its "Users").

In the event and to the extent that ownership of any portion of the Parking Lot Easement Area shall be owned by the School District (e.g., land within the area appearing as the Dairyland Drive right of way on the map of the plat of La Mar Manor First Addition), the School District grants to the City a reciprocal perpetual, non-exclusive easement over such portion of the Parking Lot Easement Area for the parking of vehicles by the City's Users.

The mutual right to use of the Parking Lot Improvements by the School District Users and the City's Users shall be subject to all of the terms, conditions and limitations hereinafter set forth.

2. Temporary Construction Easement. The City does further hereby grant, convey, transfer and assign unto the School District a temporary construction easement (the "Temporary Construction Easement" over and across the portion of Parcel A (hereinafter referred to as the "Temporary Easement Area") consisting of the Parking Lot Easement Area together with the width of an additional 30 feet on each side of the Parking Lot Easement Area to facilitate the construction and installation of the Parking Lot Improvements within and through the Parking Lot Easement Area. The Temporary Construction Easement established under this Section 2 shall terminate upon completion of the construction of the Parking Lot Improvements.

3. Construction and Maintenance of Parking Lot Improvements. The Parking Lot Easement Area shall be improved and maintained as a driveway and parking lot for the joint use of the parties as follows:

(a) The School District shall be responsible for construction of the Parking Lot Improvements within the Parking Lot Easement Area, at its expense, in accordance with plans and specifications prepared by a licensed civil engineer retained by the School District, and in accordance with customary standards for the construction of such improvements. The plans and specifications shall be subject to approval by the City, which shall not be unreasonably withheld, delayed or conditioned. The School District shall comply with applicable laws, ordinances and regulations in connection with the design and construction of the Parking Lot Improvements.

(b) Following construction of the Parking Lot Improvements as provided at Paragraph (a) above, all maintenance, replacement or repairs of the Parking Lot Improvements shall be the responsibility and obligation of the School District. The obligation for maintenance, replacement and repairs of the Parking Lot Improvements shall include, without limitation:

(i) Maintaining the Parking Lot Improvements in good order, repair and condition, with the type of surfacing materials originally installed or with a substitute surfacing material that shall in all respects be equal in quality, use or durability.

(ii) Removing and controlling, including plowing, sanding and salting of snow and ice where necessary consistent with customary standards, all litter, ice and snow, mud and sand, debris and refuse, and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in reasonably clean condition.

(iii) In addition to the foregoing, the School District shall pay all utility costs for lighting serving the Parking Lot Improvements and all stormwater utility fees imposed in connection with the Parking Lot Improvements.

4. Limitations and Conditions on Use of the Parking Lot Improvements.

(a) The right to primary use of the Parking Lot Improvements shall be allocated between the Parties as follows:

(i) The School District's Users shall have primary right of use of the Parking Lot Improvements during the School District's regular school hours and in connection with after-hour activities at the Milton West Elementary School (the "School District's Primary Use Periods"). The School District shall have the right to promulgate reasonable rules, restrictions and regulations governing the use, maintenance, operation and enjoyment of the Parking Lot Improvements during the School District's Primary Use Periods so long as the rules, restrictions and regulations are of general applicability and are not designed or implemented in such a manner as to discriminate against use of the Parking Lot Improvements outside of the School District's Primary Use Periods.

(ii) The City's Users shall have primary right of use of the Parking Lot Improvements at all times other than the School District's Primary Use Periods.

(iii) The Parties may, by agreement, otherwise establish regulations or restrictions on usage of the Parking Lot Improvements by the School District Users and the City's Users. The Parties may also, by agreement, determine the location, type and appearance of signage providing notice of restrictions or regulations in accordance with the usage rights of this Agreement.

(b) The Parking Lot Improvements shall not be used by either party for any purpose inconsistent with the purposes specified herein. Neither Party shall do anything to interfere with the permitted use of the Parking Lot Improvements by the other Party or its Users. It is intended that the Parking Lot Improvements shall at all times be open for pedestrian, driveway and parking purposes serving La Mar Park and Milton West Elementary School under the terms of this Agreement.

(c) Notwithstanding other provisions in this Agreement, if any damage is done to the Parking Lot Improvements by reason of the act or the failure to act of the City's Users, the damage shall be repaired at the expense of the City.

5. Allocation of Liability. Each Party shall be reasonable for its own acts, errors or omissions and for the acts, errors or omissions of its Users, and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions, including providing its own defense, arising out of this Agreement. In situations involving joint liability, each Party shall only be responsible for such losses, claims and liabilities that are attributable to its own acts, errors or omissions and the acts, errors or omissions of its Users. Nothing herein shall be deemed to waive, limit or otherwise modify the protections and limitations of liability found in Wisconsin Statute §893.80 or any other protections available to the Parties by law.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. All of the terms and provisions of this instrument are intended to be and shall be construed as easements and covenants running with the land, and shall be binding upon and for the benefit of, and shall be enforceable by, the School District and the City, and all subsequent owners of Parcel A and Parcel B.

7. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

8. Term; Amendment. The easements, rights of way, agreements and covenants created herein are intended to be perpetual, and shall be and remain in effect until amended or terminated by agreement of the Parties hereto, or their successors in interest. This Agreement may be amended by written agreement of the Parties.

9. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address.

10. Miscellaneous.

(a) Nothing contained in this instrument shall be construed to make the City or the School District, or their successors and assigns, partners or joint venturers of each other or to render either party liable for the debts or obligations of the other Party, except as expressly provided herein.

(b) No delay or omission by either Party, or its successors or assigns, in exercising any right or power arising out of any default under any of the terms or conditions of this instrument shall be construed to be a waiver of the right or power. A waiver by any Party, or its successors or assigns, of any of the provisions of this instrument to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or any other term or condition contained herein.

(c) If any provision or portion of this instrument or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable by virtue of any final judgment of any court of competent jurisdiction, the remainder of this instrument or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

(d) No breach of this instrument shall entitle any party to cancel, rescind or otherwise terminate this instrument, but this limitation shall not affect, in any manner, all other rights and remedies which the party shall have by reason of any breach of this instrument.

(e) Non-use or limited use of rights established under this instrument shall not prevent the Parties hereto and their successors or assigns from later use of rights to the fullest extent authorized in this instrument.

(f) This instrument shall be construed and enforced in accordance with the internal laws of the state of Wisconsin.

(g) This instrument sets forth the entire understanding of the Parties with respect to the subject matter herein and may not change except by written document executed by both Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

SCHOOL DISTRICT OF MILTON

By: \_\_\_\_\_  
Timothy J. Schigur, District Administrator

CITY OF MILTON

By: *Al Hulick*  
Al Hulick, City Administrator

STATE OF WISCONSIN    )  
                                  )  
COUNTY OF ROCK        )       ss.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above-named Timothy J. Schigur, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Rock County, Wisconsin.  
My commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  )  
COUNTY OF ROCK        )       ss.

Personally came before me this 7 day of March, 2018, the above-named Al Hulick, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*Leanne M. Schroeder*  
Leanne M. Schroeder  
Notary Public, Rock County, Wisconsin.  
My commission expires: Aug. 21 2021

## EXHIBIT A

### Legal Description for "Parcel A"

That part of Out Lot one (1) of the Assessor's Plat of a part of the Township of Milton, including Milton Junction, in the NW 1/4 of Section 28, Town 4 North, Range 13 East of the P.M., Village of Milton Junction, Rock County, Wisconsin, described as follows:

Beginning at the intersection of the North line of Ansley Street with the West line of Dairyland Drive, being South 89° 59' 40" West, 70 feet from the Southwest corner of Lot 3 of La Mar Manor First Addition as platted and recorded; thence North 00° 01' 20" West along said West line of Dairyland Drive, 794.23 feet to a point of curve; thence Northeasterly, along said curve convexed Westerly, having a radius of 250.59 feet, a distance of 102.63 feet, the chord being North 11° 44' East, 101.92 feet to an iron pipe monument in the South line of Madison Avenue; thence South 23° 34' West, 120.00 feet; thence North 66° 26' West, 270 feet; thence South 53° 51' 37" West, 74.28 feet to an iron pipe monument in the Easterly line of Crescent Drive as described in Volume \_\_\_\_\_ of Deeds, page \_\_\_\_\_; thence South 19° 26' East 173.35 feet along said Easterly line to a point of curve; thence Southwesterly along said curve convexed Easterly, having a radius of 325 feet, a distance of 235.40 feet, the chord being South 1° 19' West, 230.28 feet to a point of tangency; thence South 22° 04' West, 40 feet to a point of curve; thence Southeasterly, along said curve convexed Westerly, having a radius of 205.00 feet, a distance of 184.26 feet, the chord being South 3° 41' East, 178.12 feet to a point of tangency; thence South 29° 26' East, 265 feet to a point of curve; thence Southeasterly, along said curve convexed Southerly, having a radius of 66.82 feet, a distance of 89.00 feet, the chord being South 67° 35' 20" East, 82.56 feet to a point of tangency; thence North 74° 15' 20" West, 83.00 feet to the place of beginning; containing 6.625 acres.

Together with so much of adjoining land within the Dairyland Drive right of way (appearing on the map of the plat of La Mar Manor First Addition) as may be owned by the City of Milton by reason of the non-use, abandonment and/or vacation of said Dairyland Drive.

**EXHIBIT B**

**Legal Description for "Parcel B"**

**Lot 4, La Mar Manor First Addition, in the Village of Milton Junction, now City of Milton, Rock County, Wisconsin.**

**Together with so much of adjoining land within the Dairyland Drive right of way (appearing on the map of the plat of La Mar Manor First Addition) as may be owned by the School District of Milton by reason of the non-use, abandonment and/or vacation of said Dairyland Drive.**



EXHIBIT C

“Site Plan”

(see attached)





## School District of Milton

*Opportunity · Achievement  
Community*

**Dr. Timothy J. Schigur**  
District Administrator

**Mary Ellen Van Valin**  
Director of Business Services

**Susan L. Probst**  
Director of Student Services

**Heather N. Slosarek**  
Director of Curriculum & Instruction

### MEMORANDUM

**TO:** Tim Schigur, District Administrator  
Mary Ellen Van Valin, Director of Business Services  
Finance Committee  
Board of Education

**FROM:** Stephen Schantz, Buildings and Grounds Supervisor

**DATE:** April 9, 2018

**RE:** Update on Milton High School Pool Hazard Assessment and Engineering Evaluation

Following the recent pool hazard assessment completed by our insurance carrier, EMC Insurance, the need has come up to have a comprehensive evaluation of the indoor swimming pool at Milton High School. The proposed evaluation of the existing swimming pool would take a look at the area in a variety of different ways. The scope would include assessments from an aquatic engineer, a mechanical engineer, and an architect. This comprehensive evaluation would provide a detailed assessment of all the components of the pool and its surroundings.

The District has partnered with Ramaker and Associates, Inc. in the past for other pool-related issues. Most recently, they assisted the District to become compliant with new federal rules with the passage of the Virginia Graeme Baker Pool and Spa Safety Act in 2008. This firm is also assisting other area districts who have pools that are of a similar age and condition (DeForest, Sauk Prairie, and Shorewood).

The total process would take approximately four weeks to complete. They would be assessing and making recommendations for continued use of the facility with consideration for both short term repairs (three to five years) and long term repairs. The team of engineers and architects would present the results of this assessment to the Board of Education upon completion.



March 14, 2018

Steven Schantz, Buildings and Grounds Supervisor  
Milton School District  
114 W High St  
Milton, WI 53563-1669

Policy No.: 2X53958

Dear Steven :

The enclosed report represents the findings of the Hazard Control Assessment conducted at Milton High School on March 13, 2018.

If you have questions about this report or need further assistance with your loss control efforts, please feel free to contact me. Additional loss control information, resources, and tools can be obtained from our website at [www.emcins.com](http://www.emcins.com). If you are prompted for your policy number, please use 2X53958.

Sincerely,

Dave Young, CSP  
Risk Improvement Manager  
EMC Insurance Companies  
262-717-3909  
Dave.W.Young@EMCIns.com

Enclosure

cc: Tricor Inc  
Kathryn Reimer - EMC Milwaukee Branch

16455 W. Bluemound Rd. | Brookfield, WI 53005-5976 | P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | [www.emcins.com](http://www.emcins.com)

Employers Mutual Casualty Company  
EMCASC0 Insurance Company  
EMC Reinsurance Company

Illinois EMCASC0 Insurance Company  
Dakota Fire Insurance Company  
EMC Property & Casualty Company

Union Insurance Company of Providence  
Hamilton Mutual Insurance Company  
EMC Risk Services, LLC

EMC Underwriters, LLC  
EMC National Life Company (affiliate)



**MILTON**



OPPORTUNITY • ACHIEVEMENT  
COMMUNITY

**Hazard Control  
Assessment  
Report**

Milton High School Swim Pool

**Report Completed  
March 14, 2018**

## Executive Summary

On March 13, 2018, a hazard control assessment was performed for Milton School District by Dave Young, CSP, a representative of EMC Insurance at the request of Steven Schantz, Buildings and Grounds Supervisor. The purpose of the assessment was to evaluate operational risks and associated safety hazards to employees, students, visitors, liability, and property at the Milton High School swim pool.

A number of safety recommendations resulted from the review. Those can be found in the pages that follow. Hazards and the recommendations are presented in the order that they were observed. Risk Improvement recommendations are offered to control observed safety hazards and/or to prevent or reduce exposures to insured losses. Correcting the conditions outlined in this report does not guarantee that all potential loss situations will be eliminated. However, compliance with recommendations may reduce the probability of losses occurring or reduce the severity of losses, should they occur.

This survey report is provided to you by Employers Mutual Casualty Company or an affiliate insurer ("EMC"). Recommendations contained in the survey report are provided for your consideration for risk management purposes only and reflect observations and conditions noted as of the date of the survey. Because your circumstances, the conditions noted in the survey report, and laws and regulations may change without notice to us, EMC does not make any warranty, express or implied, as to the accuracy, completeness or applicability of the survey report or its recommendations. Neither you nor any third party should rely on the survey report or its recommendations as a basis for concluding the existence of regulatory compliance, as assurance against preventable losses, or as freedom of liability should a loss occur. EMC disclaims any liability for the consequences of any actions taken or forgone on the basis of the information provided in the survey report or its recommendations.

**OBSERVATION 001:** The following positive conditions related to the pool were discovered during the interview and walk through:

- The District employs 4 Certified Pool Operators to manage the pool chemicals and equipment.
- Pool safety equipment was appropriately located in the area.
- The school public announcement system was updated to assure that emergency announcements could be heard in the pool area.
- School staff regularly inspects the pool area for damage and malfunctioning equipment.
- Custodial staff cleans pool deck flooring approximately 3 times per week with a hydrogen peroxide based sanitizer to control pathogens.



**OBSERVATION 002:** Pool drain grates located on the pool deck appear to be degrading. Corrosion, sunken concrete and areas of temporary repair were observed. The grates may break or fall into the drain trough when stepped on exposing pool patrons to serious cuts or fractures.

**LOCATION:** High School Swim Pool



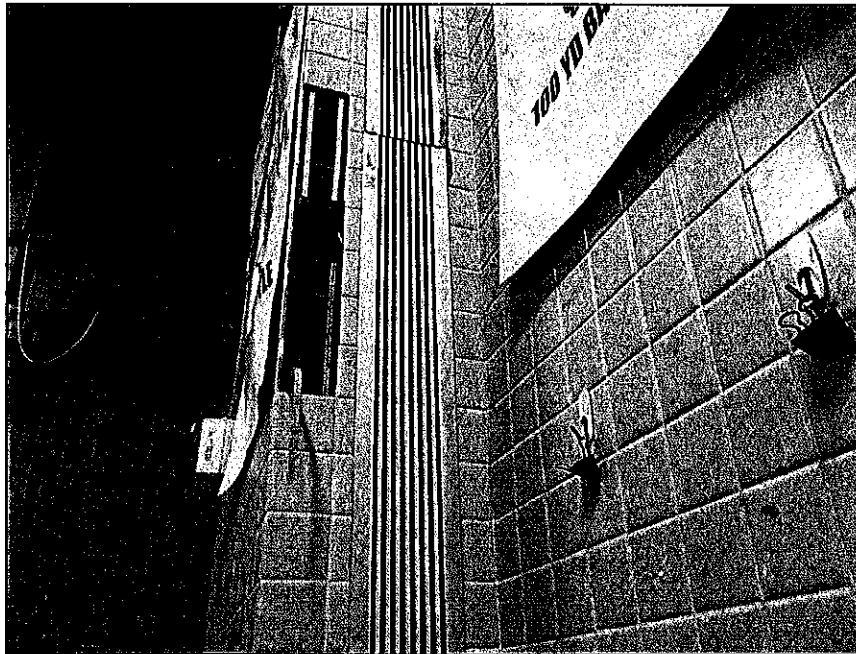
**REFERENCE SOURCE:** EMC Recommendation

**POSSIBLE SOLUTION:** Temporary repairs may reduce exposures to injury in the short term, but due to the corrosive nature of swim pool water, the temporary repairs will likely also begin to fail and create the same exposures to injury. The services of a qualified contractor should be obtained to thoroughly inspect the drain system and develop a permanent repair solution.



**OBSERVATION 003:** Ceramic tiles on the walls of the pool area are losing adhesion to the walls and are randomly falling. The falling tiles could strike pool patrons resulting in injury and broken tiles on the ground create cut and fall exposures.

**LOCATION:** High School Swim Pool



**REFERENCE SOURCE:** EMC Recommendation

**POSSIBLE SOLUTION:** While reinstalling tiles fixes the holes left from fallen tiles, it does not correct the exposure to injury created by randomly falling tiles. A larger scale tile replacement process should be considered to more effectively reduce the falling tile exposure.

**OBSERVATION 004:** The ceramic wall tiles in the pool area were originally installed in approximately 1963. In that era, mastic used to adhere tiling commonly contained asbestos. Mechanically disturbing that mastic could create airborne asbestos and expose students, staff and patrons to unsafe levels of respirable asbestos.

**LOCATION:** High School Swim Pool

**REFERENCE SOURCE:** EMC Recommendation

**POSSIBLE SOLUTION:** Prior to any large scale repairs to the tiling, the mastic should be tested to determine if asbestos abatement will be needed.

**OBSERVATION 005:** The existing pool sanitization process uses liquid chlorine and other caustic chemicals. This occurs in a separate room from the pool but has an open hatch to an upper level mezzanine that contains air handling equipment. Should a malfunction or spill in the chemical room occur, school patrons could be exposed to airborne toxic chemicals if they are picked up and distributed by the air handling equipment.

**LOCATION:** High School Swim Pool



**REFERENCE SOURCE:** EMC Recommendation

**POSSIBLE SOLUTION:** A means of sealing the air handling mezzanine from the chemical room should be developed and installed. Consideration should be given to installation of emergency stop equipment that could be accessed outside the chemical room that would allow the air handling equipment to be shut down if dangerous conditions exist.

**OBSERVATION 006:** Swim meet starting blocks are metal construction and contain sharp edges and protrusions that could cause cuts and other injuries.

**LOCATION:** High School Swim Pool



**REFERENCE SOURCE:** EMC Recommendation

**POSSIBLE SOLUTION:** Consideration should be given to removal of the outdated starting blocks and replacement with modern design blocks where significant exposures to injury are eliminated.



**APRIL 3, 2018**

**PROJECT NO. 38303**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**CLIENT**

School District of Milton  
Attn: Stephen T. Schantz  
448 E. High Street  
Milton, WI 53563  
[schantzs@milton.k12.wi.us](mailto:schantzs@milton.k12.wi.us)

**PROJECT DESCRIPTION**

Evaluation of Existing Indoor Swimming Pool  
Pool, HVAC and Architectural Review  
Milton High School  
Milton, WI

**SCOPE OF SERVICES**

The School District of Milton currently maintains an indoor six lane 25-yard swimming pool ranging in depth from 3' to 10'. The School District desires an evaluation of the existing pool basin, pool equipment and natatorium including building and HVAC considerations. The proposed services are:

1. Evaluate the pools when full of water to address the condition and operation of the pool water treatment equipment. (1 site visit)
2. Evaluate the structural integrity of the pool basin by visual observation of exposed concrete.
3. Evaluate the pool deck for evidence of settlement, cracking or standing water concerns.
4. Evaluate the pool basin and deck area for compliance with the State of Wisconsin pool code.
5. Evaluate the pool for compliance with competition rules from NFHS, USA Swimming and FINA pool facility codes as directed by the School District.
6. Review existing building HVAC plans provided by the Client for the pool area. Owner to provide general summary of operation. Visit the facility to observe existing HVAC equipment and natatorium conditions.
7. Evaluate the general condition and operation of the natatorium HVAC equipment relevant to general industry standards and code requirements.
8. Evaluate the general condition of the natatorium building components including finishes.
9. Address needed repairs for the continued use of this facility with consideration for short term repairs (3 to 5 years) vs. long term maintenance.
10. Provide a Summary Report for Client review. Include general recommendations regarding the work required to address noted concerns along with a rough order of magnitude construction estimate. Attend School Board meeting to present evaluation results. (1 meeting)

The above services will be addressed by:

Daryl Matzke, PE (Group Leader - Aquatics)  
Dan Smith, Architect (Senior PM)

Jeff Radue, PE (Mechanical Engineer)  
Kyle Reger (Engineering Technician)

**PROJECT SCHEDULE**

Authorization to Proceed ..... April 2018  
Services Complete ..... 4 Weeks

**COMPENSATION**

The fee to provide the services defined above shall be \$ 7,500.

The Client shall be responsible for all taxes levied on services provided. If the Pool Owner is a tax-exempt entity, proper documentation of tax exempt status shall be provided.

Reimbursable expenses (e.g., reproductions, postage, travel, meals, etc.) have been included in the above fee.

The Agreement Fee is firm for acceptance within 30 days from date of this Agreement.

**ACCEPTANCE**

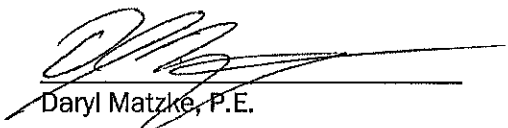
Please indicate acceptance of this Agreement and the Terms and Conditions by signing the final page of this document. Return one original signed copy of the Agreement and the Terms and Conditions to Ramaker. Acceptance authorizes Ramaker to proceed with Services.

**ACKNOWLEDGMENT**

Our team thanks you for the opportunity to submit this Agreement for your consideration. We hope you find this Agreement acceptable and look forward to working with you soon.

With kind regards,

**RAMAKER & ASSOCIATES, INC.**

By:   
Daryl Matzke, P.E.

Title: Service Group Leader

**RAMAKER & ASSOCIATES, INC.**  
**GENERAL TERMS AND CONDITIONS OF AGREEMENT**

These Terms and Conditions of Agreement constitute the agreement ("Agreement") pursuant to which services are to be performed by Ramaker & Associates, Inc. (hereafter "Consultant") upon acceptance by the client ("Client") of the attached proposal letter ("Proposal"). The Scope of Services, Project Cost, and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement, and are part of the Agreement. If a Proposal is submitted to Client and Client fails to return a signed copy of the Proposal but knowingly allows Consultant to proceed with the services, then Client shall be deemed to have accepted the terms of the Proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the Proposal and these General Terms & Conditions, the Proposal shall take precedence. The Proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.

**SECTION 1: Scope of Services**

Unless withdrawn sooner, Proposals are valid for thirty days. The Scope of Work and the Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if site conditions are encountered that materially differ from those indicated by Client, or if Client directs Consultant to change the original Scope of Services established by the Proposal, then an amendment to this Agreement is required. Consultant may rely on the representations of Client, and Consultant's obligations under this Agreement are limited by all specific directives of Client. If required under the scope of services, Consultant shall visit the Project site to become generally familiar with the progress and quality of the work for which Consultant prepared contract documents, and Consultant shall not make exhaustive or continuous onsite inspections. Consultant's services do not include supervision or direction of the contractor's work. Observation by Consultant field representatives shall not excuse the contractor for defects or omissions in its work. Consultant shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property. If Client does not retain Consultant to render construction phase services, Client waives any claim it may have against Consultant and agrees to indemnify, defend, and hold harmless Consultant from any loss or liability, including attorneys' fees and other costs of defense, arising out of or related to the interpretation of Consultant's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Consultant's plans and specifications.

**SECTION 2: Change in The Scope of Services**

Any written or oral communication from Client that requests changes in the Scope of Services shall be treated as a Change Order Proposal. Consultant shall give written notice within ten (10) days of the proposed change order of any resulting increase in fees or costs. If the Client agrees with the Change Order Proposal, it shall become a Change Order to this Agreement and change the Scope of Services and Agreement Price accordingly. If the Client does not approve the Change Order, there shall be no change in the Scope of Services.

**SECTION 3: Fees, Billing & Payment Terms**

**3.1** Client shall pay to Consultant on a time-and-materials basis (or as indicated in attached Proposal), compensation for services based upon the amounts set forth in Consultant's current Fee Schedule. Consultant's fee schedules are revised on a calendar year basis, will become a part of this Agreement, and the total compensation for the Project will be adjusted if the Fee Schedule is revised. The proposed Project Cost and Project Schedule constitute Consultant's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually. The technical and pricing information in proposals is the confidential and proprietary property of Consultant or any subsidiary or affiliate of Consultant. Client agrees not to use or to disclose to third parties any technical or pricing information without Consultant's written consent.

**3.2 RETAINER.** The Client shall make an initial payment of Zero dollars (**\$0.00**) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against the final invoice. Client shall not be entitled to interest on these held funds.

**3.3 PAYMENT DUE.** Invoices shall be submitted by the Consultant (monthly, bi-monthly, weekly, or upon completion of each phase) as identified here or within the attached Proposal. Invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.

**3.4 INTEREST.** If payment in full is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall be applied to accrued interest and then to the unpaid principal.

**3.5 COLLECTION COSTS.** If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

**3.6** Consultant reserves the right to review Client's financial records, and Client agrees to make such records available for Consultant's review.

#### **SECTION 4: Suspension of Services**

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may immediately suspend performance of services. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

#### **SECTION 5: Limitation of Liability**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including legal fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. In no event shall Consultant be liable hereunder for any indirect, incidental, punitive, or consequential damages (including lost business profit or claims for extended duration, delays or hindrance) sustained by the Client for any matter arising out of or pertaining to the subject matter of this Agreement. Consultant shall not have any liability for mold or mildew regardless of its source.

The observations described in any environmental site assessment performed by Consultant will be made under the conditions and subject to the limitations stated therein. The conclusions presented with respect to any environmental site assessment are based solely on the activities described therein, and not on scientific tasks or procedures beyond the scope of the described services. Consultant will have accepted as true, information obtained in interviews with individuals involved with operations at each of these sites to be environmentally assessed. As with any type of environmental site assessment, the conclusions and observations are based upon limited data; therefore, the risk of undiscovered environmental impairment of a property cannot be ruled out. Consultant cannot, therefore, warrant the actual conditions of the sites, nor is Consultant responsible for any such undiscovered environmental impairment. With respect to areas of the site where access to portions of a site, or to structures on a site are unavailable or limited, Consultant renders no opinion as to the conditions of these portions. Consultant renders no opinion with regard to the presence of hazardous materials at these locations.

Consultant does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Consultant will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Consultant cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.

#### **SECTION 6: Force Majeure**

Consultant shall not be liable for any loss or damage due to failure or delay in rendering any service called for under the Proposal resulting from any cause beyond Consultant's reasonable control, including but not limited to acts of God, acts or omission of governments, strikes, lockouts, or other industrial disturbances, riots, terrorism, acts of the public enemy, wars, blockades, insurrections, epidemics, landslides, earthquakes, fire, storms, lightning, floods, washouts, civil disturbances, and any other acts or omissions similar to the kind herein enumerated, but not within the control of the affected party and which by the exercise of due diligence said party is unable to overcome.

#### **SECTION 7: Indemnification**

To the fullest extent permitted by law, the Consultant shall indemnify the Client for damages arising out of the performance of professional services to the extent caused by the negligence of the Consultant, except as limited herein by Client's indemnification obligations to Consultant which take precedence. To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Consultant and the Consultant's sub-consultants from any liability, damages, claim, costs,



expenses, or legal fees, for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Consultant or for any other injury or loss caused by the Client, its employees, agents, other consultants, and/or the Property Owner, and to indemnify and hold harmless the Consultant and the Consultant's sub-consultants (including its officers, directors, employees, former employees, agents, and partners) to the extent that the total aggregate of any and all liabilities (including all damages (direct, consequential, indirect, incidental or other damages), claim, costs, expenses, legal fees of any party) of the Consultant and its sub-consultants to the Client or any and all third parties exceeds the amount of any remaining professional liability insurance coverage then available to Consultant to pay for any such liability, damages, claim, costs, expenses, or legal fees.

#### **SECTION 8: Use and Ownership of Documents**

The drawings, specifications and other documents, including those in electronic form, prepared by the Consultant, are considered Instruments of Service. The Consultant and the Client warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. The Consultant and the Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, including those in electronic format, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's consultants. Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement. The license granted hereunder permits the Client to authorize its contractors, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. In the event the Client uses the Instruments of Service without retaining the author of the Instruments of Service, the Client releases the Consultant and Consultant's consultant(s) from all claims and causes of action arising from such uses. No other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant and the Consultant's consultants. "Documents" as referred to herein are limited to the printed copy (hard copy) that are signed or sealed by Consultant, its agents or employees. Files on electronic media of text, data, graphics, or of other types that are furnished by Consultant, are only for the convenience of Client, and are furnished solely at the discretion of Consultant, and Consultant has no obligation to provide Client any electronic files at any time. Because electronic media can deteriorate or be modified, inadvertently or otherwise, without authorization of the data's creator, the party receiving electronic data agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected in the 30-day period will be corrected by the creator of the electronic data. The creator of electronic files is under no obligation to maintain hardware or software to use the media of transfer at a future date. Any conclusions of information derived from electronic files that are not specifically a requirement of the Project work statement are at the user's sole risk. Consultant will retain all Documents which were generated or used while performing services under this Agreement, for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these Documents to Client during regular business hours. Consultant may charge a reasonable fee in addition to its professional fees for storing, retrieving, or copying such Documents.

#### **SECTION 9: Maintenance**

The Client agrees that this Project requires that the Property Owner, Tenant, and/or Client perform all necessary routine maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections, and that Consultant has no maintenance obligations. The Client shall indemnify and hold harmless the Consultant and its sub-consultants for any damages or expenses that result from not performing maintenance.

#### **SECTION 10: Services to be furnished by Client**

Client shall, at no cost to Consultant: (a) provide all data and information in its possession as may be required by Consultant to perform the services set forth in the Proposal; (b) provide access to the work site so that Consultant's employees may perform the work under the Proposal without interference; (c) designate a person to act as its representative, who shall have complete authority to transmit instructions, receive information, and interpret and define its policies and decisions with respect to the services under the Proposal; (d) give prompt notice to Consultant should it observe or otherwise become aware of any defect in the services provided by Consultant; and (e) furnish to Consultant, prior to any performance by Consultant, a copy of any engineering, design, and construction standards, which it shall require, Consultant to follow in its performance of services under the attached Proposal.

**SECTION 11: Insurance**

Consultant shall maintain worker's compensation, employer's liability, commercial general liability, automotive liability, and professional liability insurance during the time it is performing services hereunder. The Client shall be responsible for purchasing and maintaining the Client's usual liability insurance and, at its option, may purchase and maintain such other insurance as will protect it against claims which may arise from operations under this Agreement.

**SECTION 12: Dispute Resolution**

All claims, disputes and other matters in question arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") then in force (but not administered by the AAA). If the parties cannot agree on the choice of an arbitrator, the parties shall have a Sauk County, Wisconsin circuit court appoint an arbitrator under Wisconsin Statute § 788.04. The arbitration shall be held in Sauk County, Wisconsin. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereto. The fee, if any, of the arbitrator, shall be shared equally by both parties. Nothing herein shall preclude, however, the availability of injunctive or other equitable relief in an appropriate case, and each party agrees that the other shall be entitled as a matter of right to seek and obtain an injunction from any court of competent jurisdiction, restraining any further violation or threatened violation of any restriction or agreement contained herein for which monetary damages are not an adequate remedy. Client shall make no claim against Consultant unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located for this Agreement and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any arbitration proceeding. Unless and until an arbitrator determines that Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Consultant's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Consultant and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys' fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Consultant under this paragraph, Consultant shall have the right to select its attorneys. Client agrees to pay reasonable expert witness fees if Consultant or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.

**SECTION 13: Patents**

Consultant shall not conduct patent searches in connection with its services under this Agreement or these terms and conditions and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement or these terms and conditions shall be construed as a warranty or representation that anything made, used or sold arising out of the services performed under the Agreement will be free from patent or copyright infringement.

**SECTION 14: Termination**

Either party may at any time, upon seven days' prior written notice to the other party, terminate this Agreement. Upon such termination, Client shall pay to Consultant all amounts owing under the Proposal for all work performed up to the effective date of termination, plus reasonable termination costs. Reasonable termination costs shall include, but not be limited to, the cost of terminating any contracts, leases or other obligations incurred by Consultant in connection with the services set forth in the Proposal.

**SECTION 15: Governing Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**SECTION 16: Third Party Beneficiaries**

This Agreement does not create any benefits for any third party.

**SECTION 17: Non-Solicitation**

During the term of this Agreement and for a period of one (1) year thereafter, Client agrees not to recruit, solicit or hire, directly or indirectly, employee(s) of Consultant without the express written consent of Consultant.

**SECTION 18: Severability**

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

**SECTION 19: Entire Agreement/Counterparts/Signatures**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Consultant. Each of the parties has been involved in determining the provisions of this Agreement, and in case of a conflict herein such conflict shall not be resolved or determined in favor of or against a party hereto, in whole or in part, based on whether or not such party has prepared this Agreement or any provision hereof. Client is bound by the terms of this Agreement if Consultant is instructed by Client to proceed with the Scope of Services and Client has not objected to any of the terms and conditions contained herein. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile (including faxed or scanned and e-mailed) signatures shall be accepted and be binding upon the Parties as an original. The Parties hereto warrant and represent that they have the authority to execute this Agreement on behalf of the persons or entities for whom are signing this Agreement.

IN WITNESS WHEREOF, this Agreement has  
been executed on behalf of Consultant as of this

IN WITNESS WHEREOF, this Agreement has  
been executed on behalf of Client as of this

3rd day of April, 2018

\_\_\_\_ day of \_\_\_\_\_, 2018

**RAMAKER & ASSOCIATES, INC.**

**SCHOOL DISTRICT OF MILTON**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Daryl Matzke, P.E.

Name: \_\_\_\_\_

Title Service Group Leader

Title \_\_\_\_\_

# Staffing Report for April 9, 2018

## 1. Contracts/Letters of Employment:

- Bastian, Tonia L. – Special Education Aide – West
  - *Replacement for Anna M. Athmann*
- Essock, Cierra L. – Ag Teacher (.32 FTE) – High School – 1-Year Position
  - *New Position*

## 2. Resignations:

- Klien, Katelyn C. – Pre-K Aide – District Wide
  - *Effective: April 13, 2018*
- Glass, Julie M. – Nutrition Team Employee – Northside
  - *Effective: April 13, 2018*

## 3. Retirement Notices:

- Kas, Jackie L. – Read 180 Teacher – Middle School
  - *Effective: June 7, 2018*
- Tranter, Connie L. – 6th Grade Teacher – Northside
  - *Effective: June 7, 2018*
- Smith, Steven R. – Library Media Specialist – Northside
  - *Effective: June 8, 2018*
- Hill, Betty F. – 3<sup>rd</sup> Grade Teacher – East
  - *Effective: June 8, 2018*
- Gibson, Laura J. – Physical Education Teacher – Northside
  - *Effective: July 6, 2018*

## 4. Vacancies Posted, Not Yet Filled:

- 4K Aide (7hrs) – Small Wonders
  - 4K Teacher – Small Wonders
  - Special Education Aide (7hrs) – West
  - Long-term Substitute Kindergarten Teacher – Harmony
  - Instructional Aide (3.75 hrs) – Northside
  - Nutrition Team Staff Member (5.25 hrs) – Northside
  - Nutrition Team Staff Member (2.50 hrs) – Middle School
  - 8<sup>th</sup> Literature and Language Teacher – Middle School
  - 7<sup>th</sup> and 8<sup>th</sup> Math Teacher / Interventionist – Middle School
  - Assistant Football Cheerleading Coach – High School
  - Boys Head Swim Coach – High School
  - Assistant Girls Swim Coach – High School
-

- Musical Director – High School
- Boys Assistant Hockey Coach (x2) – High School
- Boys Head Hockey Coach – High School
- Substitute Custodians – District Wide
- Substitute Nutrition Team – District Wide

**5. Leave of Absence:**

- Gannon, Matthew S. – Custodian – Middle School
  - *Leave of absence for medical concerns (2-20-2018 to 3-26-2018)*

**SCHOOL DISTRICT OF MILTON**  
**Milton, Wisconsin**

**2017-2018 SCHOOL YEAR**

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**GIFTS & DONATIONS FOR BOARD APPROVAL/ACCEPTANCE**  
**Monday, April 9, 2018**

<u>From</u>	<u>Amount</u>	<u>For</u>
Consolidated School P.I.E.	\$350.81	2 <sup>nd</sup> Grade Field Trip
P.A.W.S.	\$2,838.15	Author Visit
Matt Gregg	\$1,600.00	West Elementary – ‘Buddy Bench’
Milton Wrestling Boosters	\$2,844.34	MHS – Wrestling Apparel
Milton Band Parents	\$1,999.00	MHS Band – Xylophone
Bob Cullen	\$17.00	MHS Student Council
Bank of Milton	\$200.00	MHS Class of 2018-Senior Trip
First Community Bank	<u>\$200.00</u>	MHS Class of 2018-Senior Trip
<b>TOTAL</b>	<b>\$10,049.30</b>	

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