



BOARD OF EDUCATION
SHEBOYGAN AREA SCHOOL DISTRICT
Sheboygan, Wisconsin

REGULAR MEETING AGENDA
Tuesday, August 22, 2023
6:00 p.m.

The regular meeting of the Board of Education of the Sheboygan Area School District will be held in the Board of Education meeting room, 3330 Stahl Road, Sheboygan, Wisconsin on **Tuesday, August 22, 2023 at 6:00 p.m.** The following items will be presented for consideration at that time:

Please note that some Board members may be participating in this Board meeting via teleconference or other remote access technology. Members of the public who attend the meeting will be able to hear any open session dialogue between such members and the Board members present in the Boardroom. In addition, the District is offering audio and video access to the meeting via phone connection by calling 1-312-626-6799 with Meeting ID: 825 6795 7703 and Passcode: 244282 or <https://us06web.zoom.us/j/82567957703?pwd=cEp4c1Mwdy9RdStGdmY0UUQzL2tZUT09> or via livestream <https://www.youtube.com/user/SheboyganSchools> at the scheduled meeting time. For those community members who would like to provide community input, you must access the meeting via the zoom link noted above.

(*times may vary)

6:00 **I. CALL TO ORDER:** Vice President

6:01 **II. PLEDGE OF ALLEGIANCE**

6:02 **III. APPROVAL OF THE AGENDA** (Action)

6:03 **IV. ROLL CALL** (Informal)

6:04 **V. APPROVAL OF MINUTES** (Discussion/Action)

Action on the Regular Board of Education meeting minutes of July 25, 2023, and Closed Session meeting minutes of July 25, 2023.

6:05 **VI. DIPLOMAS – Ms. Kay Robbins/Mr. Jacob Konrath** (Information/Action)

The Curriculum and Instruction Committee recommends that high school diplomas be awarded to Holly Backus and Emily Kuehl, North High School class of 2023; Savannah Hang and Araya Younkens, South High School class of 2023, and Sadie Martin and Nathan Mullen, Central High School class of 2023. They have met all requirements to receive their diplomas.

6:08 **VII. COMMUNITY INPUT – Vice President** (Information)

Citizens may be recognized & make statements at this time, indicating their names & addresses before speaking. **Please refer to Community Input Guidelines on the last page of the agenda.**

6:09 **VIII. SUPERINTENDENT’S REPORT – Mr. Seth Harvatine** (Information)

A report of events/activities in the District will be provided.

6:15 **IX. MISCELLANEOUS**

- 5 min. **A. CONFIRMATION OF SALE OF HOUSE CONSTRUCTION PROJECT – Mr. Mark Boehlke/Mr. Jason Duff** (Information/Possible Action)
- The administration requests approval by the Board of Education of the Sheboygan Area School District, confirming the authority of the Board of Education to sell the residential property at 5510 Chime Lane, Sheboygan, WI, which is owned by the school district and is no longer needed for school purposes. The accepted offer on the house is \$400,000, and the closing is to be on or before September 6, 2023.
- 2 min. **B. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 0100 – DEFINITIONS – Mr. Seth Harvatine** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 0100 – Bylaws; Definitions
- 2 min. **C. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 0175 – ASSOCIATION MEMBERSHIPS – Mr. Seth Harvatine** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 0175 – Bylaws; Association Memberships
- 2 min. **D. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 2221 – SPECIAL OBSERVANCE DAYS – Mr. Seth Harvatine** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 2221 – Program; Special Observance Days
- 2 min. **E. ADOPTION (SECOND READING) OF NEW BOARD OF EDUCATION POLICY 7530.02 – STAFF AND SCHOOL OFFICIALS USE OF PERSONAL COMMUNICATION DEVICES – Mr. Seth Harvatine** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following new policy:
- Policy 7530.02 – Property; Staff and School Officials Use of Personal Communication Devices
- 2 min. **F. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 7540 – TECHNOLOGY – Mr. Seth Harvatine** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 7540 – Property; Technology
- 2 min. **G. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 8420.01 – EPIDEMICS AND PANDEMICS – Mr. Seth Harvatine** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 8420.01 – Operations; Epidemics and Pandemics
- 2 min. **H. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 8450 – CONTROL OF CASUAL-CONTACT COMMUNICABLE DISEASES – Mr. Seth Harvatine** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 8450 – Operations; Control of Casual-Contact Communicable Diseases
- 2 min. **I. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 8800 – RELIGIOUS AND PATRIOTIC CEREMONIES AND OBSERVANCES – Mr. Seth Harvatine** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 8800 – Operations; Religious and Patriotic Ceremonies and Observances

- 2 min. **J. ADOPTION (SECOND READING) OF NEW BOARD OF EDUCATION POLICY 8802 – PATRIOTIC ACTIVITIES AND OBSERVANCES – Mr. Seth Harvatine** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following new policy:
- Policy 8802 – Operations; Patriotic Activities and Observances
- 2 min. **K. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 2260.02 – ENGLISH LANGUAGE PROFICIENCY – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 2260.02 – Program; English Language Proficiency
- 2 min. **L. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 2460.03 – INDEPENDENT EDUCATIONAL EVALUATION (IEE) – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 2460.03 – Program; Independent Educational Evaluation (IEE)
- 2 min. **M. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 2700.01 – SCHOOL PERFORMANCE AND STATE ACCOUNTABILITY REPORT CARDS – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 2700.01 – Program; School Performance and State Accountability Report Cards
- 2 min. **N. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 5113 – OPEN ENROLLMENT PROGRAM (INTER-DISTRICT) – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 5113 – Students; Open Enrollment Program (Inter-District)
- 2 min. **O. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 5200 – ATTENDANCE – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 5200 – Students; Attendance
- 2 min. **P. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 5340 – STUDENT ACCIDENTS/ILLNESS/CONCUSSION – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 5340 – Students; Student Accidents/Illness/Concussion
- 2 min. **Q. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 5517.01 – BULLYING – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 5517.01 – Students; Bullying
- 2 min. **R. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 8146 – NOTIFICATION OF EDUCATIONAL OPTIONS – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 8146 – Operations; Notification of Educational Options

6:54X. **REPORT OF COMMITTEES**

A. CURRICULUM & INSTRUCTION COMMITTEE – Ms. Kay Robbins, Chair

1. Diplomas (See above)
2. Student Health Services Report (Information/Discussion)
3. Seclusion and Restraint Report (Information/Discussion)
4. Assessment and Learning in Knowledge Spaces (ALEKS) 2022-2023 Summary (Information/Discussion)

B. HUMAN RESOURCES COMMITTEE – Mr. Mark Mancl, Vice Chair

1. Appointments (Confirming Action)
2. Separations (Information)
3. Retirement (Action)

C. FACILITIES/RECREATION/THEATRE COMMITTEE – Ms. Sarah Ruiz-Harrison, Vice Chair

1. Summer Community Recreation Department and Fall KidStop Program Update (Information)
2. Facility Permit Report (Information)

D. FINANCE & BUDGET COMMITTEE – Ms. Sarah Ruiz-Harrison, Chair

1. Fund 41 Capital Projects (Information)
2. Statement of Cash Flow (Information)
3. Revenues & Expenditures Reports (Information)
4. Budget Revisions and Transfers of Appropriations (Action)
5. Introduction (First Reading) of Revised Board of Education Policy 8405 – Environmental Health and Safety Program (Discussion/Possible Action)
6. Introduction (First Reading) of Revised Board of Education Policy 8600 – Transportation (Discussion/Possible Action)
7. Gifts (Information)

E. COMMITTEE OF THE WHOLE – Mr. Santino Laster, Chair

1. Call to Order
2. Pledge of Allegiance
3. Approval of the Agenda
4. Roll Call
5. 2023 Wisconsin Act 20 (Information/Discussion)
6. 2024 Wisconsin Association of School Boards (WASB) Resolutions (Information/Discussion)
7. Adjourn

F. SPECIAL BOARD COMMITTEES/ASSIGNMENTS

1. Sheboygan Public Education Foundation – Ms. Heidi Boehmer (Information)
Information from the August 9, 2023 meeting will be shared.

7:04XI. FUTURE MEETING DATES (Information/Possible Action)

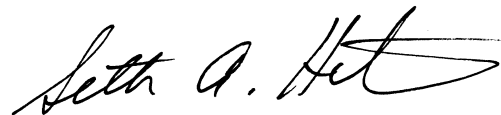
September 12, 2023 – Committee meetings at 6:00 p.m.

September 26, 2023 – Regular Board of Education meeting at 6:00 p.m.

XII. ADJOURN TO CLOSED SESSION PER WISCONSIN STATE STATUTES SEC. 19.85(1)(c) (Action with roll call vote) – To deliberate strategies to address specific issues pertaining to collective bargaining for teachers.

XIII. RECONVENE TO OPEN SESSION (Action)

IX. ADJOURN (Action)



Seth A. Harvatine
Superintendent & Secretary of the Board

SAH/jjh

Please note that the special needs of individuals with disabilities, who wish to attend the meeting, will be accommodated through appropriate aids and services. For additional information, or to request assistance, please contact Assistant Superintendent Mark Boehlke, at the Department of Business and Operational Services, 3330 Stahl Road, Sheboygan, WI 53081, 920-459-3955.

Community Input Guidelines
At
Board Of Education Meetings

Welcome to this meeting of the Sheboygan Area School District Board of Education. We are pleased that you are interested in educational issues. We are interested in your comments and concerns about the school district. There will be a part of this meeting for community input. (please refer to the agenda.) Individuals who live or work within the Sheboygan Area School District may address the Board. Others may address the Board at the discretion of the Board president.

In order for the meeting to flow smoothly, we would appreciate that the following guidelines be followed by anyone wishing to address the Board of Education this evening.

1. Please limit comments or suggestions to three minutes or less because we do have a full agenda to follow.
2. Comments and suggestions on the school district are welcome. Personal criticism of members of the Board of Education or employees of the school district is out of order.
3. If you are a resident within the Sheboygan Area School District or work within the Sheboygan community and would like to be recognized, **please raise your hand**. After being recognized, **please stand and clearly state and spell your name and address for the record. Also, for the record, please sign your name and address on the clipboard after you have spoken.**

The board normally receives citizen input and does not respond or debate. If there is a need for an answer or a response to a concern or issue, the Superintendent or one of the administrative staff members will get back to you within the next week.

Thank you for your assistance.



**BOARD OF EDUCATION
SHEBOYGAN AREA SCHOOL DISTRICT
Sheboygan, Wisconsin
REGULAR MEETING MINUTES
Tuesday, July 25, 2023**

The regular meeting of the Board of Education of the Sheboygan Area School District was held on Tuesday, the 25th day of July at 6:30 p.m. in the Board of Education meeting room, 3330 Stahl Road, Sheboygan, Wisconsin, as well as members attending via teleconference or other remote access technology. This regular meeting was announced in compliance with the Open Meeting Law of the Wisconsin State Statutes.

President Donohue called the meeting to order at 6:30 p.m.

President Donohue requested that everyone stand and join her in the Pledge of Allegiance.

Moved by Dr. Hein, seconded by Mr. Burg to approve the agenda. All ayes. Motion carried unanimously.

Present: Mr. Mark Mancl, Ms. Rebecca Versey, Mr. Ryan Burg, Ms. Kay Robbins, Ms. Mary Lynne Donohue, Mr. Santino Laster, Dr. Susan Hein, Ms. Heidi Boehmer, Ms. Sarah Ruiz-Harrison

APPROVAL OF MINUTES

Moved by Dr. Hein, seconded by Mr. Laster to approve the Regular Board of Education meeting minutes of June 27, 2023. All ayes. Motion carried unanimously.

COMMUNITY INPUT

There was no community input.

SUPERINTENDENT'S REPORT

Mr. Harvatine provided his report to the Board, which included an update on the 2023-2024 school year registration that is open August 1-11, 2023. Walk-in interviews for support staff and KidStop positions was held on July 13 with 61 applicants attending. The Back to School Bash will be held at South High School on August 22, the Back to School Basics Supply Community Service Project is being held on August 12 at Longfellow Elementary School, and the 2023 TECHknow Conference will be held on August 10. In addition, the District will be participating in a free breakfast and lunch program for the 2023-2024 school year where all students who are enrolled in the SASD schools may participate at no charge.

MISCELLANEOUS

A. Sheboygan Leadership Academy Contract Addendum

Moved by Ms. Robbins, seconded by Mr. Laster to approve the Addendum to the Sheboygan Leadership Academy contract, revising the process for adjusting the per pupil full-time equivalent (FTE) rate Sheboygan Leadership Academy receives to match any per pupil FTE increase the District receives. All ayes. Motion carried unanimously.

Mr. Spielman reported that this updated language would bring Sheboygan Leadership Academy into alignment with the contract recently approved for Lake Country Academy effective the 2023-2024 school year. Ms. Robbins asked what the projected enrollment is for the 2023-2024 school year and Ms. Studee responded she anticipates approximately 218 students.

B. Introduction (First Reading) of Revised Board of Education Policy 0100 - Definitions

Moved by Ms. Boehmer, seconded by Ms. Robbins to approve the introduction (first reading) of revised Board of Education Policy 0100 – Bylaws; Definitions. All ayes. Motion carried unanimously.

C. Introduction (First Reading) of Revised Board of Education Policy 0175 – Association Memberships

Moved by Mr. Laster, seconded by Dr. Hein to approve the introduction (first reading) of revised Board of Education Policy 0175 – Bylaws; Association Memberships. All ayes. Motion carried unanimously.

D. Introduction (First Reading) of Revised Board of Education Policy 2221 – Special Observance Days

Moved by Mr. Laster, seconded by Ms. Robbins to approve the introduction (first reading) of revised Board of Education Policy 2221 – Program; Special Observance Days. All ayes. Motion carried unanimously.

E. Introduction (First Reading) of New Board of Education Policy 7530.02 – Staff and School Officials Use of Personal Communication Devices

Moved by Dr. Hein, seconded by Ms. Boehmer to approve the introduction (first reading) of new Board of Education Policy 7530.02 – Property; Staff and School Officials Use of Personal Communication Devices. All ayes. Motion carried unanimously.

F. Introduction (First Reading) of Revised Board of Education Policy 7540 - Technology

Moved by Mr. Laster, seconded by Dr. Hein to approve the introduction (first reading) of revised Board of Education Policy 7540 – Property; Technology. All ayes. Motion carried unanimously.

G. Introduction (First Reading) of Revised Board of Education Policy 8420.01 – Epidemics and Pandemics

Moved by Dr. Hein, seconded by Ms. Boehmer to approve the introduction (first reading) of revised Board of Education Policy 8420.01 – Operations; Epidemics and Pandemics. All ayes. Motion carried unanimously.

H. Introduction (First Reading) of Revised Board of Education Policy 8450 – Control of Casual-Contract Communicable Diseases

Moved by Mr. Burg, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 8450 – Operations; Control of Casual-Contact Communicable Diseases. All ayes. Motion carried unanimously.

I. Introduction (First Reading) of Revised Board of Education Policy 8800 – Religious and Patriotic Ceremonies and Observances

Moved by Ms. Boehmer, seconded by Dr. Hein to approve the introduction (first reading) of revised Board of Education Policy 8800 – Operations; Religious and Patriotic Ceremonies and Observances. All ayes. Motion carried unanimously.

J. Introduction (First Reading) of New Board of Education Policy 8802 – Patriotic Activities and Observances

Moved by Mr. Laster, seconded by Dr. Hein to approve the introduction (first reading) of new Board of Education Policy 8802 – Operations; Patriotic Activities and Observances. All ayes. Motion carried unanimously.

REPORT OF COMMITTEES

A. CURRICULUM & INSTRUCTION COMMITTEE

Moved by Ms. Robbins, seconded by Mr. Mancl to approve agenda items #2, #3, #4, #5, #6, #7, #8, and #9. All ayes. Motion carried unanimously.

1. 2023-2024 Sheboygan Area School District Academic Standards

Moved by Ms. Robbins, seconded by Mr. Laster to accept the Curriculum and Instruction Committee recommendation to approve the 2023-2024 district academic standards as required by Wisconsin Act 55. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Mr. Laster, seconded by Mr. Mancl to approve the 2023-2024 district academic standards as required by Wisconsin Act 55. All ayes. Motion carried unanimously.

Mr. Konrath reported that Wisconsin Act 55 requires school boards to annually adopt and notify parents of the District's academic standards for each curricular area.

2. Introduction (First Reading) of Revised Board of Education Policy 2260.02 – English Language Proficiency

From the committee meeting:

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 2260.02 – Program; English Language Proficiency. All ayes. Motion carried unanimously.

3. Introduction (First Reading) of Revised Board of Education Policy 2460.03 – Independent Educational Evaluation (IEE)

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 2460.03 – Program; Independent Educational Evaluation (IEE). All ayes. Motion carried unanimously.

4. Introduction (First Reading) of Revised Board of Education Policy 2700.01 – School Performance and State Accountability Report Cards

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 2700.01 – Program; School Performance and State Accountability Report Cards. All ayes. Motion carried unanimously.

5. Introduction (First Reading) of Revised Board of Education Policy 5113 – Open Enrollment Program (Inter-District)

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 5113 – Students; Open Enrollment Program (Inter-District). All ayes. Motion carried unanimously.

6. Introduction (First Reading) of Revised Board of Education Policy 5200 – Attendance

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 5200 – Students; Attendance. All ayes. Motion carried unanimously.

7. Introduction (First Reading) of Revised Board of Education Policy 5340 – Student Accidents/Illness/Concussion

From the committee meeting:

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 5340 – Students; Student Accidents/Illness/Concussion. All ayes. Motion carried unanimously.

8. Introduction (First Reading) of Revised Board of Education Policy 5517.01 – Bullying

From the committee meeting:

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 5517.01 – Students; Bullying. All ayes. Motion carried unanimously.

9. Introduction (First Reading) of Revised Board of Education Policy 8146 – Notification of Educational Options

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 8146 – Operations; Notification of Educational Options. All ayes. Motion carried unanimously.

B. HUMAN RESOURCES COMMITTEE

1. Appointments

Moved by Dr. Hein, seconded by Ms. Versey to accept the Human Resources Committee recommendation to confirm all appointments. All ayes. Motion carried unanimously.

From the committee:

Moved by Mr. Mancl, seconded by Ms. Versey to confirm the following appointments. All ayes. Motion carried unanimously.

ADMINISTRATOR

Andy Hensley Iron Ridge, WI	Supervisor of Maintenance & Operations District-Wide	\$81,984.00 (prorated)
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Mr. Hensley has been hired as the Supervisor of Maintenance & Operations effective, July 25, 2023. He holds certificates for Building Codes, School Safety Coordinators, and Facilities Manager. Currently, Mr. Hensley works as the Facility Manager at West Bend School District. Before his current role, he held maintenance positions at Kettle Moraine School District, Wauwatosa School District (as a maintenance supervisor), and Wheaton Healthcare. Mr. Hensley was one of the seven Candidates interviewed.

TEACHERS

Angela Ausprung Wausau, WI	Early Childhood Special Education Early Learning Center	Concordia University	Master's Degree \$71,454.00
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Ms. Ausprung has been hired for the 2023-2024 school year. She is certified in Early Childhood Special Education, Emotional Behavior Disabilities, Intellectual Disabilities, and School Counselor. She was one of two candidates interviewed.

Cali Belanger Green Bay, WI	Social Studies Central High	UW-Milwaukee \$43,454.00	Bachelor's Degree
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Ms. Belanger has been hired for the 2023-2024 school year. She will be certified in Social Studies. She was one of five candidates interviewed.

Amy Bennett St Thomas, WI	IMPACT Academy Urban	UW-Oshkosh	Master's Degree \$81,941.00
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Ms. Bennett has been hired for the 2023-2024 school year. She is certified in Earth and Space Science, Emotional Behavior Disabilities, and Health. Ms. Bennett previously served as a Special Education Teacher in the District from February 2002 to June 2017. She was one of three candidates interviewed.

Hannah Bruns-Schroeder Sheboygan, WI	Kindergarten Dual Language Sheridan	UW-Milwaukee	Bachelor's Degree \$60,954.00
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Ms. Bruns-Schroeder has been hired for the 2023-2024 school year. She is certified in Regular Education. Ms. Bruns Schroeder previously served as a 4K Teacher from August 2006 to June 2022. She was one of four candidates interviewed.

Ashley Burg Sheboygan, WI	Kindergarten Jefferson	UW-La Crosse	Bachelor's Degree \$43,454.00
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Ms. Burg has been hired for the 2023-2024 school year. She is certified in Regular Education. She was one of seven candidates interviewed.

Jacob Ferber Cedar Grove, WI	Social Studies South High	UW-Green Bay	Bachelor's Degree \$43,454.00
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Mr. Ferber has been hired for the 2023-2024 school year. He will be certified in Broad Field Social Studies and History. He was one of seven candidates interviewed.

Maggie Hafertepe Sheboygan, WI	Science Warriner High	University of Southern Mississippi	Bachelor's Degree \$47,454.00
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Ms. Hafertepe has been hired for the 2023-2024 school year. She is certified in Biology and Chemistry. She was the only candidate interviewed.

Micah Hall Plymouth, WI	English Learner North High & Horace Mann	UW-Milwaukee	Bachelor's Degree \$45,454.00
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Mr. Hall has been hired for the 2023-2024 school year. He worked as a Substitute Teacher for the District from January 2022 through March 2023. He is certified in English and will be certified in English as a Second Language. He was one of four candidates interviewed.

Laura King Elkhart Lake, WI	Cross Categorical North High	UW-Milwaukee	Master's Degree \$69,454.00
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Ms. King has been hired for the 2023-2024 school year. She has worked as a Substitute Teacher for the District from September 2022 to March 2023 and as an Educational Assistant from April 2023 to June 2023. She is certified in Health, Spanish, and School Counselor. She will be certified in Cross Categorical Special Education. She was one of three candidates interviewed.

Damian Klemish Brown Deer, WI	Physical Education & Health Central High	UW-Whitewater	Bachelor's Degree \$47,454.00
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Mr. Klemish has been hired for the 2023-2024 school year. He is certified in Coaching, Health, Adaptive Physical Education, and Physical Education. He was one of two candidates interviewed.

Meghan Murray Sheboygan, WI	Cross Categorical Warriner Middle	Carroll University	Bachelor's Degree \$53,454.00
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Ms. Murray has been hired for the 2023-2024 school year. She is certified in Regular Education and will be certified in Cross Categorical Special Education. She was one of two candidates interviewed.

Sandra Sanchez Port Washington, WI	English Learner Jackson	UW-Milwaukee	Bachelor's Degree \$43,454.00
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Ms. Sanchez has been hired for the 2023-2024 school year. She will be certified in English as a Second Language. She was one of two candidates interviewed.

Courtney Shimenetto Sheboygan, WI	Fourth & Fifth Grade	UW-Madison Étude Elementary	Bachelor's Degree \$51,454.00
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Ms. Shimenetto has been hired for the 2023-2024 school year. She is certified in Regular Education. She was one of four candidates interviewed.

Rachel Swengel Sheboygan, WI	French & World Language Horace Mann	Wellesley College	Bachelor's Degree \$43,454.00
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Ms. Swengel has been hired for the 2023-2024 school year. She will be certified in World Languages. She was one of two candidates interviewed.

CUSTODIANS

Christopher Schmidt	Facilities Services	June 30, 2023	\$17.10 per hour
Thomas Selak	North High	June 20, 2023	\$17.71 per hour

*Relative of SASD employee

2. Separations

From the committee meeting:

The following separations have been granted:

Katelyn Beniger	Secretary	Horace Mann	July 27, 2023
Carlyn Clark	Teacher	Farnsworth	July 31, 2023
Angela Cline	Educational Assistant	Madison	July 27, 2023
Jaqueline Escobar	Substitute Educational Assist.	District-Wide	June 27, 2023
Anna Grunwald	Teacher	Cooper	June 8, 2023
Jennifer Marx	Teacher	North	June 26, 2023
Mareena Olivier	Teacher	South	June 8, 2023
Hailey Place	Substitute Cook	School Nutrition	June 20, 2023
Jaden Riech	Teacher	Farnsworth	June 28, 2023
Laura Schoening	Secretary	Warriner Middle/High	July 21, 2023
Zachary Skubal	Teacher	Farnsworth	June 15, 2023
Daniel Stenz	Teacher	Étude High	June 8, 2023
Jody Thompson	Teacher	Central High	June 8, 2023

3. Retirement

Moved by Dr. Hein, seconded by Mr. Laster to accept the Human Resources Committee recommendation to grant requests to retire and the employee be recognized for their years of service per board policy. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Ms. Boehmer, seconded by Mr. Mancl to grant the following request to retire and the employee be recognized for their years of service per board policy. All ayes. Motion carried unanimously.

Ruth Stenz

Teacher

North High

18.00 years of service

C. FACILITIES/RECREATION/THEATRE COMMITTEE

Moved by Mr. Burg, seconded by Mr. Laster to accept the Facilities/Recreation/Theatre Committee recommendation to approve agenda items #1 and #2. All ayes. Motion carried unanimously.

1. Sheboygan Theatre Company Financial Report

From the committee meeting:

Moved by Mr. Laster, seconded by Ms. Robbins to accept the Sheboygan Theatre Company Financial Report through May 31, 2023. All ayes. Motion carried unanimously.

Mr. Koehler reported that the Sheboygan Theatre Company did not do well on the revenue side as they had many expenses; however, they did surpass their annual revenue projections so overall it will be a very good year.

2. Community Recreation Department Financial Report

From the committee meeting:

Moved by Ms. Robbins, seconded by Mr. Laster to accept the Community Recreation Department Financial Report through May 31, 2023. All ayes. Motion carried unanimously.

Mr. Koehler reported that the Community Recreation Department would surpass their revenues and that for the 2023-2024 school year KidStop would be shown as revenues/expenses. Overall, he projects they will finish in the black for the year.

3. Facility Permit Report

From the committee meeting:

Mr. Koehler provided the Facility Permit Report through June 30, 2023 for information and noted that the District did surpass last year's rental fees.

D. FINANCE & BUDGET COMMITTEE

Moved by Ms. Ruiz-Harrison, seconded by Dr. Hein to accept the Finance and Budget Committee recommendation to approve agenda items #1, #2, #3, #4, #5, and #6. All ayes. Motion carried unanimously.

1. Fund 41 Capital Projects

From the committee meeting:

Moved by Dr. Hein, seconded by Mr. Burg to approve Fund 41 Capital Projects through May 31, 2023, as presented. All ayes. Motion carried unanimously.

2. Statement of Cash Flow

From the committee meeting:

Moved by Ms. Boehmer, seconded by Dr. Hein to approve the Statement of Cash Flow through May 31, 2023 as presented. All ayes. Motion carried unanimously.

3. Revenues & Expenditures Reports

From the committee meeting:

Moved by Mr. Burg, seconded by Dr. Hein to approve the Revenue & Expenditures reports through May 31, 2023 as

presented. All ayes. Motion carried unanimously.

4. Budget Revisions and Transfers of Appropriations

From the committee:

Moved by Ms. Boehmer, seconded by Dr. Hein to approve the Budget Revisions and Transfers reports through May 31, 2023 as presented. All ayes. Motion carried unanimously.

GENERAL FUND (FUND 10)	Revised Budget 4-30-23	Revised Budget 5-31-23	Budget Increase (Decrease)
REVENUES			
100 Transfers-in	0.00	0.00	0.00
Local Sources			
210 Taxes	20,759,666.00	20,759,666.00	0.00
240 Payments for Services Provided Local Governments	0.00	36,660.00	36,660.00
260 Non-Capital Sales	285,237.55	289,499.62	4,262.07
270 School Activity Income	159,623.78	167,207.88	7,584.10
280 Interest on Investments	120,000.00	120,000.00	0.00
290 Other Revenue, Local Sources	350,523.73	356,473.28	5,949.55
Subtotal Local Sources	21,675,051.06	21,729,506.78	54,455.72
Other School Districts Within Wisconsin			
340 Payments for Services	1,801,056.00	1,801,056.00	0.00
Revenue from Intermediate Sources			
510 Transit of Aids	75,383.00	75,383.00	0.00
State Sources			
610 State Aid -- Categorical	797,328.00	797,328.00	0.00
620 State Aid -- General	86,781,290.00	86,781,290.00	0.00
630 DPI Special Project Grants	201,708.39	261,308.39	59,600.00
640 Payments for Services	140,000.00	140,000.00	0.00
650 Student Achievement Guarantee in Education	2,252,202.00	2,252,202.00	0.00
660 Other State Revenue Through Local Units	17,000.00	17,000.00	0.00
690 Other Revenue	7,658,161.00	7,658,161.00	0.00
Subtotal State Sources	97,847,689.39	97,907,289.39	59,600.00
Federal Sources			
710 Transit of Aids	97,009.00	97,009.00	0.00
730 DPI Special Project Grants	12,078,864.34	12,078,864.34	0.00
750 IASA Grants	1,967,695.00	1,967,695.00	0.00
780 Other Federal Revenue Through State	160,679.00	166,929.00	6,250.00
790 Other Revenue from Federal Sources	0.00	0.00	0.00
Subtotal Federal Sources	14,304,247.34	14,310,497.34	6,250.00
Other Financing Sources			
860 Compensation, Fixed Assets	107,847.00	107,847.00	0.00
Other Revenues			
960 Adjustments	0.00	0.00	0.00
970 Refund of Disbursement	276,229.00	276,229.00	0.00
990 Miscellaneous	307,344.40	307,344.40	0.00
Subtotal Other Revenues	583,573.40	583,573.40	0.00
TOTAL REVENUES	136,394,847.19	136,515,152.91	120,305.72

EXPENDITURES	Revised Budget 4-30-23	Revised Budget 4-30-23	Budget Increase (Decrease)
Instruction			
110 000 Undifferentiated Curriculum	23,708,408.80	23,734,864.10	26,455.30
120 000 Regular Curriculum	30,503,852.03	30,518,037.63	14,185.60
130 000 Vocational Curriculum	3,295,335.64	3,307,888.71	12,553.07
140 000 Physical Curriculum	2,960,947.00	2,960,942.00	(5.00)
160 000 Co-Curricular Activities	1,468,280.52	1,450,325.62	(17,954.90)
170 000 Other Special Needs	510,553.00	512,503.00	1,950.00
Subtotal Instruction	62,447,376.99	62,484,561.06	37,184.07
Support Sources			
210 000 Pupil Services	6,535,972.07	6,179,261.61	(356,710.46)
220 000 Instructional Staff Services	6,569,538.50	6,752,255.49	182,716.99
230 000 General Administration	2,189,791.16	2,212,211.16	22,420.00
240 000 School Building Administration	8,087,941.03	8,061,315.63	(26,625.40)
250 000 Business Administration	23,707,839.48	24,342,083.04	634,243.56
260 000 Central Services	1,047,280.10	1,047,066.10	(214.00)
270 000 Insurance & Judgments	1,046,949.00	1,046,949.00	0.00
280 000 Debt Services	0.00	0.00	0.00
290 000 Other Support Services	2,837,545.75	2,889,720.61	52,174.86
Subtotal Support Sources	52,022,857.09	52,530,862.64	508,005.55
Non-Program Transactions			
410 000 Inter-fund Transfers	14,363,678.39	14,363,678.39	0.00
430 000 Instructional Service Payments	15,455,419.76	15,492,115.76	36,696.00
490 000 Other Non-Program Transactions	10,000.00	10,000.00	0.00
Subtotal Non-Program Transactions	29,829,098.15	29,865,794.15	36,696.00
TOTAL EXPENDITURES	144,299,332.23	144,881,217.85	581,885.62

SPECIAL EDUCATION (FUND 27)	Revised Budget 4-30-23	Revised Budget 5-31-23	Change in Budget
TOTAL REVENUES	23,058,327.39	23,058,327.39	-
100 000 Instruction	19,107,790.00	19,107,434.00	(356.00)
200 000 Support Services	3,810,537.39	3,810,893.39	356.00
400 000 Non-Program Transactions	140,000.00	140,000.00	-
TOTAL EXPENDITURES	23,058,327.39	23,058,327.39	-

5. Contribution to Fund 46

From the committee meeting:

Moved by Dr. Hein, seconded by Ms. Boehmer to approve administration's recommendation to deposit \$2,000,000 to the Fund 46 Long-Term Capital Improvement Trust Fund. All ayes. Motion carried unanimously.

Mr. Boehlke noted that funds deposited to the Fund 46 Long-Term Capital Improvement Fund may not be used for any purposes other than those approved in the long-term capital improvement plan.

6. Gifts

From the committee meeting:

Moved by Mr. Burg, seconded by Dr. Hein to accept all gifts to the District, approving those \$2500 and greater. All ayes. Motion carried unanimously.

<u>Gift</u>	<u>Donor</u>	<u>Building/Program</u>	<u>Amount</u>
<u>For Information</u>			
Monetary	Sheboygan Public Education Foundation	South (Student Yearbooks)	780.00
Monetary	James Imaging	Sheboygan Theatre Company	250.00
Monetary	Anonymous	Sheboygan Theatre Company	150.00
Monetary	Ellen Cheney	Sheboygan Theatre Company	75.00
Monetary	Hoyt/Marilyn Heinemann	Sheboygan Theatre Company	50.00
Monetary	Michael/Heidi Reinbold	Sheboygan Theatre Company	300.00
Monetary	Ken/Cindy Mischler	Sheboygan Theatre Company	50.00
<u>For Action</u>			
Grants (2022-2023)	Sheboygan Public Education Foundation	Various SASD Schools	72,617.73

FUTURE MEETING DATES

August 8, 2023 – Committee meetings at 6:00 p.m.; August 22, 2023 - Regular Board of Education meeting at 6:00 p.m.

ADJOURN

Moved by Mr. Laster, seconded by Dr. Hein to adjourn at 7:14 p.m. to Closed Session pursuant to Wisconsin State Statutes 19.85(1)(c) – To discuss the annual performance evaluation of the Superintendent in accordance with Policy 1240. A roll call vote was taken and carried unanimously (Mancl, Versey, Burg, Robbins, Donohue, Laster, Hein, Boehmer, Ruiz-Harrison).

Moved by Mr. Laster, seconded by Dr. Hein to reconvene at 8:30 p.m. to Open Session. All ayes. Motion carried unanimously.

Moved by Ms. Robbins, seconded by Dr. Hein to adjourn at 8:31 p.m. All ayes. Motion carried unanimously.

Seth A. Harvatine
Superintendent & Secretary of the Board

Approved by the Wisconsin Real Estate Examining Board
5-1-22 (Optional Use Date) 7-1-22 (Mandatory Use Date)

Century 21 MOVES, Inc

WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated August 7, 2023, and accepted on August 9, 2023,
2 for the purchase and sale of real estate at 5510 Chime Lane, Sheboygan WI 53081
3 _____, Wisconsin as follows:

4 Closing date is changed from _____, to _____.
5 Purchase price is changed from \$ _____ to \$ _____.
6 Other: _____

7 _____
8 **Seller at sellers expense shall correct the following items prior to closing. In a**
9 **workmanlike manner by a contractor.**

- 10 _____
- 11 **1.) Reattach siding on south side of house above ingress/egress window.**
- 12 _____
- 13 **2.) Cut black drain tile pipe outside of egress window so window opens**
- 14 **completely.**
- 15 _____
- 16 **3.) Install cover over egress window well.**
- 17 _____
- 18 **4.) Secure soffit on south side of home with either trim nails or screws.**
- 19 _____
- 20 **5.) Reattach gutter on southwest corner of house.**
- 21 _____
- 22 **6.) Secure and refasten faucet in Master bath.**
- 23 _____

24 **Upon buyer signing amendment home inspection and radon inspection contingencies**
25 **are hereby satisfied.**

31 The attached _____ is/are made part of this Amendment.
32 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

33 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
34 offering the Amendment on or before August 17, 2023 (Time is of the Essence). Delivery
35 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Amendment.

37 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
38 **delivery as provided at lines 33-34.**

39 This Amendment was drafted by Steve Opgenorth Century21 Moves on 08/16/2023
40 Licensee and Firm ▲ Date ▲

41 This Amendment was presented by Stacy Victorell / Keller Williams Empower on 08/16/2023
42 Print name ▲ Date ▲

43 (X) Neisourge Kaley dotloop verified 08/16/23 7:02 PM CDT 2DSW-KUOI-LRCT-SBZZ
44 Buyer's Signature ▲ Date ▲
45 Print name ▶ Neisourge Kaley

(X) Jason Duff SASD ACP Coordinator Date ▲ 08/16/23
46 Seller's Signature ▲ Date ▲
47 Print name ▶ Jason Duff SASD ACP Coordinator

46 (X) Aarathi Gunasekaran dotloop verified 08/16/23 7:01 PM CDT YDNN-AC9J-CFDO-BWSM
47 Buyer's Signature ▲ Date ▲
48 Print name ▶ Aarathi Gunasekaran

(X) _____ Date ▲
49 Seller's Signature ▲ Date ▲
50 Print name ▶ _____

49 This Amendment was rejected _____
50 Party Initials ▲ Date ▲

Approved by Wisconsin Real Estate Examining Board
5-1-22 (Optional Use Date) 7-1-22 (Mandatory Use Date)

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 08/07/2023 and signed by Buyer Aarathi Gunasekaran and Nelsourge Kaley
2 5510 Chime Lane Sheboygan, WI 53081
3 is rejected and the following Counter-Offer is hereby made.

4 CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple
5 counter-proposal unless incorporated by reference.

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7
8 Purchase Price To Be: \$400,000 Four Hundred Thousand Dollars
9 Buyers To Be Responsible For Any Finish Grading And Future Landscaping.
10
11
12
13
14
15
16
17
18
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26
27

28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
31 making the Counter-Offer on or before 08/09/2023 (Time is of
32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
33 unless otherwise provided in this Counter-Offer.

34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as
35 provided at lines 30-32.

36 This Counter-Offer was drafted by Stacy Victorelli Keller Williams Empower on 08/08/2023
37 Licensee and Firm _____ Date _____

38 (X) Aarathi Gunasekaran dotloop verified
08/08/2023 11:51 PM CDT
7N1U34R8S10L7K1U Date _____
39 Buyer's Signature _____
40 Print name Aarathi Gunasekaran

41 (X) Nelsourge Kaley dotloop verified
08/08/2023 11:51 PM CDT
YQ1G S10U 8V1V Q19 Date _____
42 Buyer's Signature _____
43 Print name Nelsourge Kaley

44 (X) Jason Duff SASD ACP Coordinator 08/09/23 Date _____
45 Seller's Signature _____
46 Print name _____

47 (X) _____ Date _____
48 Seller's Signature _____
49 Print name _____

44 This Counter-Offer was presented by [Signature] CENTURY 21 MOVES on 8-9-2023
45 Licensee and Firm _____ Date _____

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____

47 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or
48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-
49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving
50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

Approved by Wisconsin Real Estate Examining Board
5-1-22 (Optional Use Date) 7-1-22 (Mandatory Use Date)

Century 21 MOVES, Inc

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 08/07/2023 and signed by Buyer Nelsourge Kaley, Aarthi Gunasekaran
2 _____ for purchase of real estate at 5510 Chime Lane, Sheboygan, WI 53081

3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 _____
8 **Purchase Price To Be : 410,000.00 Four Hundred Ten Thousand Dollars.**

9 _____
10 **Buyers To Be Responsible For Any Finish Grading And Future Landscaping.**

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party

31 making the Counter-Offer on or before August 9, 2023 (Time is of

32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,

33 unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**

35 **provided at lines 30-32.**

36 This Counter-Offer was drafted by Steve Oppenorth Century21 Moves on 08/08/2023

37 _____ Licensee and Firm ▲ _____ Date ▲

38 (X) _____ Date ▲

39 Buyer's Signature ▲ _____ Seller's Signature ▲ _____ Date ▲

40 Print name ► Nelsourge Kaley Print name ► Jason Duff SASD ACP Coordinator

41 (X) _____ Date ▲

42 Buyer's Signature ▲ _____ Seller's Signature ▲ _____ Date ▲

43 Print name ► Aarthi Gunasekaran Print name ► _____

44 This Counter-Offer was presented by Stacy Victorell / Keller Williams Empower on 08/08/2023

45 _____ Licensee and Firm ▲ _____ Date ▲

46 This Counter-Offer is (~~rejected~~) (countered) **STRIKE ONE** (Party's Initials) NR AG

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**

48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**

49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**

50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 08/07/2023 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 The Buyer, Aarthi Gunasekaran and Neisourge Kaley

4 offers to purchase the Property known as [Street Address] 5510 Chime Ln

5
6 in the City of Sheboygan, County

7 Of Sheboygan Wisconsin (insert additional description, if any, at lines 543-551 or
8 in an addendum per line 573), on the following terms:

9 **PURCHASE PRICE** The purchase price is four hundred thousand
10 Dollars (\$400,000).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items:

13 Stove, refrigerator, dishwasher and microwave
14
15
16

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
18 or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-16) and the following:

21 Sellers personal Property
22
23

24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented
25 (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**

26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;
30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units
31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor
32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting
33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central
34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;
35 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations
36 and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water
38 treatment systems, LP tanks, etc.) on lines 20-23 or at lines 543-551 or in an addendum per line 573).**

39 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
40 on or before 08/09/2023. Seller may keep the

41 Property on the market and accept secondary offers after binding acceptance of this Offer.

42 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

43 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
44 copies of the Offer.

45 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
46 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

47 **CLOSING** This transaction is to be closed on 09/06/2023 on or before
48 _____ at the place selected by Seller,

49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
50 holiday, the closing date shall be the next Business Day.

51 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
52 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
53 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
54 transfer instructions.**

EARNEST MONEY

56 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

57 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

58 ■ EARNEST MONEY of \$ 4000 _____ will be mailed, or commercially, electronically
59 or personally delivered within 5 _____ days ("5" if left blank) after acceptance.

60 All earnest money shall be delivered to and held by (~~listing Firm~~) (~~drafting Firm~~) (other identified as Guaranty Closing & Title

61 Services _____)

STRIKE THOSE NOT APPLICABLE

62 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

63 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
64 **attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special**
65 **disbursement agreement.**

66 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

67 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
68 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
69 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
70 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
71 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
72 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
73 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
74 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
75 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
76 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
77 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

78 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
79 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
80 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
81 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
82 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
83 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
84 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
85 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
86 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
87 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

88 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
89 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
90 this Offer except:

91 _____ . If "Time is of the Essence" applies to a date or Deadline,
92 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
93 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

94 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units
95 to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never
96 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
97 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03.
98 The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance
99 of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer
100 who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind
101 the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have
102 certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days,
103 but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional
104 information regarding rescission rights.

105 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
106 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in
107 Seller's Real Estate Condition Report dated 05/18/2023 _____, which was received by Buyer prior to Buyer signing
108 this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
109 _____
110 _____

111 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

112 "Conditions Affecting the Property or Transaction" are defined to include:

113 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the
114 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or
117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
130 substances on neighboring properties.
- 131 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground
137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the
138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,
139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting
146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving
147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance
167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or
177 excessive sliding, settling, earth movement or upheavals.

178 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
179 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
180 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
181 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
182 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
183 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
184 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
185 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

186 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
187 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
188 **other material terms of the contingency.**

189 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
190 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
191 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
192 be reported to the Wisconsin Department of Natural Resources.

193 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
197 inspection of _____

198 _____ (list any Property component(s)
199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent
202 inspector or independent qualified third party.

203 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

204 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**
205 **well as any follow-up inspection(s).**

206 This contingency shall be deemed satisfied unless Buyer, within 8 _____ days ("15" if left blank) after acceptance, delivers
207 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

209 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

210 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
211 of which Buyer had actual knowledge or written notice before signing this Offer.

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the**
213 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
214 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
215 **of the premises.**

216 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

217 If Seller has the right to cure, Seller may satisfy this contingency by:

218 (1) delivering written notice to Buyer within 5 _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
219 stating Seller's election to cure Defects;

220 (2) curing the Defects in a good and workmanlike manner; and

221 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

222 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

223 (1) Seller does not have the right to cure; or

224 (2) Seller has the right to cure but:

225 (a) Seller delivers written notice that Seller will not cure; or

226 (b) Seller does not timely deliver the written notice of election to cure.

227 **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the
228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable
229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards
230 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (~~Seller's~~) **STRIKE ONE**
231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers
233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi or higher and written notice objecting to
234 the radon level in the report.

235 ■ **RIGHT TO CURE:** Seller (shall)(~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

236 If Seller has the right to cure, Seller may satisfy this contingency by:

237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,

238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L
240 no later than three days prior to closing.

241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

242 (1) Seller does not have the right to cure; or

243 (2) Seller has the right to cure but:

244 (a) Seller delivers written notice that Seller will not cure; or

245 (b) Seller does not timely deliver the notice of election to cure.

246 **NOTE: For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.**

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**

248 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
249 Conventional [loan type or specific lender, if any] first mortgage loan commitment as described
250 below, within 23 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
251 376000 for a term of not less than 30 years, amortized over not less than 30 years. Initial
252 monthly payments of principal and interest shall not exceed \$ 2759. Buyer acknowledges that lender's
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
255 to pay discount points in an amount not to exceed 0 % ("0" if left blank) of the loan. If Buyer is using multiple loan
256 sources or obtaining a construction loan or land contract financing, describe at lines 543-551 or in an addendum attached
257 per line 573. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
259 lender's appraiser access to the Property.

260 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
261 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
262 shall be adjusted as necessary to maintain the term and amortization stated above.

263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**

264 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 8 %.

265 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed % . The initial interest rate
266 shall be fixed for months, at which time the interest rate may be increased not more than % ("2" if
267 left blank) at the first adjustment and by not more than % ("1" if left blank) at each subsequent adjustment.
268 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus % ("6" if
269 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

270 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
273 (even if subject to conditions) that is:

274 (1) signed by Buyer; or

275 (2) accompanied by Buyer's written direction for delivery.

276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
277 this contingency.

278 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
279 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
280 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.
282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
283 written loan commitment from Buyer.

284 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
287 unavailability.

288 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or

290 (2) the Deadline for delivery of the loan commitment set on line 250

291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
295 worthiness for Seller financing.

296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
297 acceptance, Buyer shall deliver to Seller either:

- 298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
- 299 the time of verification, sufficient funds to close; or
- 300 (2) _____

301 _____ [Specify documentation Buyer agrees to deliver to Seller].

302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
307 access for an appraisal constitute a financing commitment contingency.

308 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
309 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
310 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
311 the agreed upon purchase price.

312 This contingency shall be deemed satisfied unless Buyer, within 20 _____ days after acceptance, delivers to Seller a copy
313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
314 to the appraised value.

315 **RIGHT TO CURE:** Seller (shall) (~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
317 price to the value shown on the appraisal report within 5 _____ days ("5" if left blank) after Buyer's delivery of the appraisal
318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

320 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
321 appraisal report and:

- 322 (1) Seller does not have the right to cure; or
- 323 (2) Seller has the right to cure but:
 - 324 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 325 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 - 326 report.

327 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

328 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
329 Buyer's property located at _____
330 no later than _____ (the Deadline). If closing does not occur by the Deadline, this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification
332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds
333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or
334 proof of bridge loan shall not extend the closing date for this Offer.

335 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;
- 339 (2) Written waiver of _____
- 340 _____ (name other contingencies, if any); and

- 341 (3) Any of the following checked below:
 - 342 Proof of bridge loan financing.
 - 343 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
 - 344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: _____
346 _____

347 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

348 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
349 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
350 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
351 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
352 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
353 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
354 Offer becomes primary.

355 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

357 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
358 stricken).

359 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
360 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
361 association assessments, fuel and N/A

362
363 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

364 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

365 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

366 N/A The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
367 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
368 APPLIES IF NO BOX IS CHECKED.

369 N/A Current assessment times current mill rate (current means as of the date of closing).

370 N/A Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
371 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

372 N/A

373 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
374 **substantially different than the amount used for proration especially in transactions involving new construction,**
375 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
376 **assessor regarding possible tax changes.**

377 N/A Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
378 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
379 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
380 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
381 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

382 **TITLE EVIDENCE**

383 ■ **CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed**
384 **(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as**
385 **provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements**
386 **entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use**
387 **restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate**
388 **Condition Report and in this Offer, general taxes levied in the year of closing and None Other**

389
390 (insert other allowable exceptions from title, if any)

391 that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the
392 documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

393 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
394 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
395 **making improvements to Property or a use other than the current use.**

396 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
397 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
398 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
399 lender and recording the deed or other conveyance.

400 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
401 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
402 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
403 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
404 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-
405 415).

406 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
407 or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days
408 before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the
409 proceeds of closing and standard title insurance requirements and exceptions.

410 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
411 objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the
412 objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said
413 objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the
414 time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void.
415 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

416 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
417 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments

418 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 419 describing the planned improvements and the assessment of benefits.

420 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 421 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 422 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 423 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 424 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 425 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

426 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 427 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 428 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A

429 _____
 430 _____ Insert additional terms, if any, at lines 543-551 or attach as an addendum per line 573.

431 **DEFINITIONS**

432 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 433 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 434 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

435 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 436 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 437 registered mail or make regular deliveries on that day.

438 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
 439 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
 440 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
 441 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
 442 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
 443 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
 444 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

445 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 446 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 447 significantly shorten or adversely affect the expected normal life of the premises.

448 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

449 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

450 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

451 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
 452 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

453 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
 454 acreage or building square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate
 455 because of rounding, formulas used or other reasons, unless verified by survey or other means.

456 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
 457 **building or room dimensions, if material.**

458 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
 459 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
 460 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
 461 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
 462 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
 463 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
 464 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

465 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
 466 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
 467 ordinary wear and tear and changes agreed upon by Parties.

468 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
 469 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
 470 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
 471 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
 472 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
 473 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
 474 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
 475 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
 476 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring

477 the Property.

478 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
479 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
480 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
481 and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
483 this Offer at lines 543-551 or in an addendum attached per line 573, or lines 426-430 if the Property is leased. At time of
484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except
485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given
486 subject to tenant's rights, if any.

487 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
488 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
489 party to liability for damages or other legal remedies.

490 If Buyer defaults, Seller may:

- 491 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
492 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
493 damages.

494 If Seller defaults, Buyer may:

- 495 (1) sue for specific performance; or
496 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

497 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
498 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
499 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
500 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
501 arbitration agreement.

502 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
503 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
504 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
505 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
506 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

507 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
508 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
509 and inures to the benefit of the Parties to this Offer and their successors in interest.

510 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
511 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
512 or by telephone at (608) 240-5830.

513 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
514 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
515 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
516 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
517 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
518 amount of any liability assumed by Buyer.

519 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
520 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
521 **upon the Property.**

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers
524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
529 Offer and proceed under lines 494-501.

530 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
531 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
532 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

539 Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.
540 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
541 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
542 FIRPTA.

543 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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552 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
553 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
554 555-570.

555 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
556 line 557 or 558.

557 Name of Seller's recipient for delivery, if any: Steven T Oppenorth

558 Name of Buyer's recipient for delivery, if any: Stacy Victorell

559 (2) **Fax**: fax transmission of the document or written notice to the following number:

560 Seller: Buyer:

561 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
562 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
563 address at line 566 or 567.

564 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
565 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

566 Address for Seller:

567 Address for Buyer:

568 (5) **Email**: electronically transmitting the document or written notice to the email address.

569 Email Address for Seller: TeamOppie@MovesRE.com

570 Email Address for Buyer: stacyvictorell@brostgroup.com

571 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
572 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

573 (XX) **ADDENDA**: The attached ADD A, RECR, Escrow Agreement is/are made part of this Offer.

574 This Offer was drafted by [Licensee and Firm] Stacy Victorell Keller Williams Empower

575 (X) Buyer's Signature ▲ Print Name Here ▲ Aarth Gunasekaran Date ▲

577 (X) Buyer's Signature ▲ Print Name Here ▲ Nelsonge Kaley Date ▲

579 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS
580 OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE
581 PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A
582 COPY OF THIS OFFER.**

583 (X) Seller's Signature ▲ Print Name Here ▲ Date ▲

585 (X) Seller's Signature ▲ Print Name Here ▲ Date ▲

587 This Offer was presented to Seller by [Licensee and Firm] Steven T Oppenorth

588 Century 21 Moves on August 8th, 2023 at 3:30 a.m./p.m.

589 This Offer is rejected [] [] This Offer is countered (See attached counter) [] [] 8/8/23
590 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



LAKESHORE RA ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated 08/07/2023, made by _____
 2 Aarthi Gunasekaran and Neisourge Kaley (Buyer), with respect to the Property at _____
 3 5510 Chime Ln, Sheboygan, WI 53081

INSPECTION AND TESTING

4 **CAUTION: Buyer must include contingencies in this Offer for any additional tests or inspections Buyer wishes**
 5 **to conduct. Specific addenda are available for testing or evaluation of Lead-Based Paint, Wetlands and**
 6 **Lead/Arsenic Pesticides. Parties should consult with legal counsel with questions regarding testing or this**
 7 **Addendum.**

8 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS:** Real estate agent(s) may furnish a list of independent
 9 inspectors/testers to the Seller/Buyer as a convenience to the Party(ies) and are not responsible for the competency or
 10 performance of the inspectors/testers. The Party designated as responsible for obtaining any inspection or test shall be
 11 solely responsible for determining the qualifications of the inspector/tester. In the event any inspection or test is ordered
 12 on behalf or at the direction of a Party by a Firm in the transaction, the Parties agree to hold the Firm harmless for any
 13 damages or liability resulting from the inspection or test, other than that caused by the Firm's negligence or intentional
 14 wrongdoing. Buyer may receive copies of certain inspection(s), test(s), appraisal(s) or other reports prepared for other
 15 parties and Buyer should review carefully such reports to determine the age and purpose of the report(s) and the
 16 standards of practice followed by the individual or entity preparing the report(s).

17 N/A **WAIVER OF INSPECTION CONTINGENCY:** Buyer acknowledges there may be benefits of an inspection as
 18 defined in the Offer. Buyer voluntarily waives the inclusion of an inspection contingency in this Offer.

19 **HAZARDOUS SUBSTANCES:** The parties are aware that public information sources indicate that certain hazardous
 20 substances, along with some building materials, including but not limited to, lead, lead-based paint, arsenic, radium,
 21 solvents, pesticides, radon gas, asbestos, mold and other toxic substances and chemicals within a structure, in soils,
 22 water service lines or in public and private drinking water (see: <http://www.dnr.wi.gov>), can cause serious health hazards.
 23 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a
 24 significant health hazard, unless otherwise indicated in Seller's Real Estate Condition Report or other written
 25 disclosures provided to Buyer. Buyer is encouraged to include inspection and testing contingencies in this Offer with
 26 respect to these substances and to consult with the appropriate experts if such condition(s) are material to Buyer.

27 N/A **TESTING CONTINGENCY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE**
 28 ("Buyer obtaining" if neither is stricken) a current written report from a qualified third party documenting the results of
 29 testing conducted pursuant to applicable government or industry protocols and standards, and which disclose(s) no
 30 unsafe levels of [indicate substances or compounds to be tested]: _____

31
 32 within _____ days ("15" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is
 33 stricken) expense.

34 This Testing Contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left blank after the deadline
 35 for obtaining said reports, delivers to Seller a copy of the written testing report(s) and a written notice listing the
 36 Defect(s) identified in such report(s) to which Buyer objects (Notice of Defects).

37 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken).
 38 If Seller has the right to cure, Seller may satisfy this contingency by:

39 (1) delivering written notice to Buyer within 10 days after Buyer's delivery of the Notice of Defects stating Seller elects
 40 to cure Defects;

41 (2) curing the Defects in a good and workmanlike manner; and

42 (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing.

43 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written testing report(s) and:

44 (1) Seller does not have a right to cure; or

45 (2) Seller has a right to cure but:

46 (a) Seller delivers written notice that Seller will not cure; or

47 (b) Seller does not timely deliver the written notice of election to cure.

48 A Defect is defined as per the Offer and does not include structural, mechanical or other conditions the nature and
 49 extent of which Buyer had actual knowledge or written notice before signing the Offer.

50 N/A **WELL SYSTEM INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer receiving within _____
 51 (days after acceptance) (days prior to closing) **STRIKE AND COMPLETE AS APPLICABLE** ("15 days prior to closing" if
 52 none indicated) a current report(s) from a Wisconsin licensed well driller or Wisconsin licensed pump installer competent
 53 to inspect well systems, that indicates that the well and pressure system conform to the code in effect at the time they
 54 were installed and are not disapproved for current use (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall
 55 be responsible for obtaining the report, including all costs.

56 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of the required
 57 report, delivers to Seller, a copy of the report and written notice listing the Defect(s) identified in the report(s) to which
 58 Buyer objects (Notice of Defects). This Offer shall be null and void if Buyer delivers notice to Seller within 5 days after the

59 deadline for delivery of the report stating Seller failed to deliver the report by the deadline [if Seller was responsible to
60 provide the report].

61 **NOTE: If the well is inspected, the Well Water Contingency at lines 111-147 is automatically selected and**
62 **included in this Offer.** The licensed well driller or pump installer inspecting the well will collect water samples to test for
63 Coliform bacteria, nitrate and arsenic, and other substances listed at line 116. For more information, see
64 <https://dnr.wisconsin.gov/topic/Wells/RETransfer.html>.

65 **■ RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

66 If Seller has the right to cure, Seller may satisfy this contingency by:

67 (1) delivering to Buyer a written notice of Seller's election to cure within ____ days ("7" if left blank) of receipt of
68 Buyer's Notice of Defects; and

69 (2) by curing the defects in a good and workmanlike manner; and

70 (3) by delivering to Buyer a written report detailing the work done no later than ____ days ("3" if left blank) prior to
71 closing.

72 This Offer shall be null and void if Buyer timely delivers the Notice of Defects and report to Seller and

73 (1) Seller does not have the right to cure; or

74 (2) Seller has a right to cure but:

75 (a) Seller delivers written notice to Buyer stating that Seller will not cure; or

76 (b) Seller does not timely deliver notice of Seller's election to cure.

77 If repairs, corrections or modifications are to be made at the Seller's expense; they shall be made prior to closing if time
78 permits. If conditions or time do not permit Seller to cure before closing, Seller shall provide notice to Buyer stating why
79 the cure could not be completed and a quote from an independent qualified contractor or the performance of the work.

80 Funds shall be (credited to Buyer) (escrowed by Seller and the escrow agreement provided and paid for by Seller)

81 STRIKE AND COMPLETE AS APPLICABLE ("escrowed by Seller and the escrow agreement provided and paid for by
82 Seller" if neither is stricken) at closing in an amount equal to ____ times ("1.5" if left blank) the quote relating to the

83 contingency. Buyer understands that funds credited or escrowed under this contingency may be greater or less than the
84 actual cost. If escrow is selected, Buyer and Seller agree to cooperate with the preparation of an escrow agreement.

85 **SHARED WELL AGREEMENT: IF A SHARED WELL IS ON OR SERVES THE PROPERTY, CHECK LINE 86 OR 90.**

86 N/A **WAIVER OF SHARED WELL AGREEMENT CONTINGENCY:** Buyer understands the Property is served by a
87 shared well and the owner of the Property and the owners of all other parcels served by the shared well may share in the
88 rights and obligations relating to the shared well, including use and maintenance. Buyer hereby waives the inclusion of a
89 shared well agreement contingency for the Property in this Offer.

90 N/A **SHARED WELL AGREEMENT CONTINGENCY:** This Offer is contingent upon (Buyer obtaining) (Seller
91 providing) STRIKE ONE ("Seller providing" if neither is stricken), at (Buyer's) (Seller's) STRIKE ONE ("Seller's if neither
92 is stricken) expense a shared well agreement within (____ days after acceptance) (____ days prior to closing)

93 STRIKE AND COMPLETE AS APPLICABLE ("15 days prior to closing" if none indicated). If the agreement is not of
94 record, it shall be provided in recordable form with recording fees to be at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if

95 neither is stricken) expense. This contingency shall be deemed satisfied unless Buyer, within 5 days of the deadline for
96 delivery of the required agreement, delivers to Seller, a copy of the agreement and written notice listing the Buyer's
97 specific objections to the terms and conditions of the agreement (Notice of Defects). This Offer shall be null and void if
98 Buyer delivers notice to Seller within 5 days of the deadline for delivery of the agreement stating Seller failed to deliver
99 the report by the deadline [if Seller was responsible to provide the report].

100 **■ RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

101 If Seller has the right to cure, Seller may satisfy this contingency by:

102 (1) delivering to Buyer a written notice of Seller's election to cure within ____ days ("10" if left blank) of receipt of
103 Buyer's notice; and

104 (2) by delivering to Buyer a copy of the agreement with specific terms and conditions acceptable to the Buyer no later
105 than ____ days ("30" if left blank) after acceptance of this Offer.

106 This Offer shall be null and void if Buyer timely delivers the notice and agreement to Seller and:

107 (1) Seller does not have the right to cure; or

108 (2) Seller has a right to cure but:

109 (a) Seller delivers written notice to Buyer stating that Seller will not cure; or

110 (b) Seller does not timely deliver notice of Seller's election to cure.

111 N/A **WELL WATER TESTING CONTINGENCY:** This Offer is contingent upon Buyer receiving, no later than ____
112 days ("15" if left blank) (after acceptance) (prior to closing) STRIKE ONE ("prior to closing" if neither is stricken), a
113 current written report from a state-certified or other independent qualified lab that indicates the well(s) is/are supplying
114 water that is within the levels established by federal or state laws or guidelines regulating public water systems for safe
115 human consumption, relative to the following substances: bacteria (total Coliform and E.Coli), nitrate, arsenic and:

116 _____. **(Note: If desired by**
117 **buyer or required by Buyer's lender, insert other substances that may affecting drinking water safety such as pesticides,**
118 **lead, nitrate, copper, radium, radon, etc., or that may affect water aesthetics, such as iron, sulfur bacteria, etc. See the**
119 **DNR website at <http://dnr.wi.gov/topic/wells/waterquality.html> for information).**

120 (Buyer) (Seller) ~~STRIKE ONE~~ ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all
 121 costs. All water samples used for testing shall be taken after binding acceptance of this Offer by a licensed plumber or
 122 other independent qualified person. This contingency shall be deemed satisfied unless Buyer, within 5 days of the
 123 deadline for delivery of the required report(s), delivers to Seller, a copy of the report(s) and written notice listing the
 124 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects). This Offer shall be null and void if
 125 Buyer delivers notice to Seller within 5 days of the deadline for delivery of the report stating Seller failed to deliver the
 126 report by the deadline [if Seller was responsible to provide the report]. The Parties agree if the initial report indicates
 127 bacteriological contamination Seller may have the well chlorinated and re-tested up to 2 times.

128 **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

129 If Seller has the right to cure, Seller may satisfy this contingency by:

- 130 (1) delivering to Buyer a written notice of Seller's election to cure within 7 days of receipt of Buyer's notice; and
- 131 (2) by curing the defects in a good and workmanlike manner; and
- 132 (3) by delivering to Buyer a written report detailing the work done prior to closing.

133 This Offer shall be null and void if Buyer timely delivers the Notice of Defects and report to Seller and:

- 134 (1) Seller does not have the right to cure or
- 135 (2) Seller has a right to cure but:
 - 136 (a) Seller delivers written notice to Buyer stating that Seller will not cure; or
 - 137 (b) Seller does not timely deliver notice of Seller's election to cure.

138 If well water test reports reveal unsafe levels of any substance listed on line 116 and Seller has the right to cure, Seller
 139 may cure through installation of (Point of Entry)(Point of Use) ~~STRIKE ONE~~ ("Point of Use" if neither is stricken) water
 140 treatment devices approved by the Department of Safety and Professional Services. If repairs, corrections or
 141 modifications are to be made at the Seller's expense; they shall be made prior to closing if time permits. If conditions or
 142 time do not permit Seller to cure before closing, Seller shall provide notice to Buyer stating why the cure could not be
 143 completed and a quote from an independent qualified contractor for the performance of the work. Funds shall be
 144 (credited to Buyer) (escrowed by Seller and the escrow agreement provided and paid for by Seller) ~~STRIKE AND~~
 145 ~~COMPLETE AS APPLICABLE~~ at closing in an amount equal to _____ times ("1.5" if left blank) the quote relating to
 146 the contingency. Buyer understands that funds credited or escrowed under this contingency may be greater or less than
 147 the actual cost. If escrow is selected, Buyer and Seller agree to cooperate with the preparation of an escrow agreement.

148 **ABANDONED WELLS:** If Seller has notice or knowledge of an abandoned well(s) on the Property, or any other well(s)
 149 required to be closed per applicable law, or Seller is made aware of such a well(s) prior to closing, Seller shall, prior to
 150 closing, close the well(s) at Seller's expense and provide Buyer with documentation of closure in compliance with
 151 applicable codes or provide Buyer with documentation evidencing the well(s) was previously closed in compliance with
 152 the applicable codes in effect at the time of closure.

153 **PRIVATE SANITARY SYSTEM (POWTS):** If a POWTS is on or serves the Property, check line 154 or 158.

154 ~~N/A~~ **WAIVER OF PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY:** Buyer understands the
 155 results of prior inspection reports provided for "information only" cannot be relied upon as an accurate assessment of
 156 current POWTS conditions and acknowledges there may be benefits of testing the POWTS. Buyer hereby voluntarily
 157 waives the inclusion of a POWTS inspection contingency for the Property in this Offer.

158 ~~N/A~~ **PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY:** This Offer is contingent upon Buyer
 159 receiving within (____ days after acceptance) (____ days prior to closing) ~~STRIKE AND COMPLETE AS~~
 160 ~~APPLICABLE~~ ("15 days prior to closing" if none indicated) a current report from a master plumber, a journeyman
 161 plumber, a restricted service master or journeyman plumber licensed under Wis. Stat. Ch.145, certified POWTS
 162 inspector, certified septage servicing operator, registered POWTS maintainer, or other person who is qualified to
 163 undertake the inspection, indicating that the POWTS conforms to the code in effect when the system was installed, is not
 164 disapproved for current use, and is hydraulically functional and structurally sound. (Buyer) (Seller) ~~STRIKE ONE~~
 165 ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. The POWTS shall be
 166 pumped at the time of inspection if required by the inspector at the Seller's expense. This contingency shall be deemed
 167 satisfied unless Buyer, within 5 days of the deadline for delivery of the required report, delivers to Seller, a copy of the
 168 report and written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects). This
 169 Offer shall be null and void if Buyer delivers notice to Seller within 5 days of the deadline for delivery of the report stating
 170 Seller failed to deliver the report by the deadline [if Seller was responsible to provide the report].

171 **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

172 If Seller has the right to cure, Seller may satisfy this contingency by:

- 173 (1) delivering to Buyer a written notice of Seller's election to cure within _____ ("10" if left blank) of receipt of Buyer's
 174 notice; and
- 175 (2) by curing the defects in a good and workmanlike manner; and
- 176 (3) by delivering to Buyer a written report detailing the work done no later than _____ days ("3" if left blank) prior to
 177 closing.

178 This Offer shall be null and void if Buyer timely delivers the Notice of Defects and report to Seller and:

- 179 (1) Seller does not have the right to cure; or
- 180 (2) Seller has a right to cure but:

181 (a) Seller delivers written notice to Buyer stating that Seller will not cure; or
 182 (b) Seller does not timely deliver notice of Seller's election to cure.
 183 If repairs, corrections or modifications are to be made at the Seller's expense; they shall be made prior to closing if time
 184 permits. If conditions or time do not permit Seller to cure before closing, Seller shall provide notice to Buyer stating why
 185 the cure could not be completed and a quote from an independent qualified contractor for the performance of the work.
 186 Funds shall be (credited to Buyer) (escrowed by Seller and the escrow agreement provided and paid for by Seller)
 187 STRIKE AND COMPLETE AS APPLICABLE at closing in an amount equal to _____ times ("1.5" if left blank) the quote
 188 relating to the contingency. Buyer understands that funds credited or escrowed under this contingency may be greater or
 189 less than the actual cost. If escrow is selected, Buyer and Seller agree to cooperate with the preparation of an escrow
 190 agreement.

FINANCIAL PROVISIONS

191 ■ **FINANCING ISSUES: Financing Commitment Contingency – Additional Terms: The Financing Commitment** 192 **Contingency in the Offer includes the following terms:**

- 193 A. Within 7 days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has
 194 applied for financing. Seller may, no earlier, than 7 days after acceptance, deliver a written request for written
 195 confirmation of application. Buyer shall deliver written confirmation of application no later than 5 days after Seller's
 196 delivery of the written request or Seller may, at Seller's option declare this Offer null and void.
 197 B. Buyer agrees to pay any and all costs of obtaining financing, including the cost of closing the mortgage transaction.
 198 There may be additional costs for the first-year premium for private mortgage insurance and for property/casualty
 199 and extended coverage insurance. Flood insurance, if required, may be in addition to the stated monthly payment.
 200 C. A loan commitment is defined as a commitment from a financial institution authorized to do business in the State of
 201 Wisconsin by the Wisconsin Department of Financial Institutions which does not include a condition requiring the
 202 sale of other property unless the Offer is contingent on the closing of other property.
 203 D. Buyer acknowledges Buyer's obligation to have the total purchase price including mortgage loan proceeds
 204 available at the time of closing. Buyer is advised to determine when Buyer's loan proceeds will be funded to ensure
 205 that the funds will be available at the time of closing.

206 **NOTICE: The closing company may require Parties to wire funds necessary for the completion of the**
 207 **transaction to the closing company's account. The Parties acknowledge this requirement may result in an**
 208 **additional cost to be paid by Buyer, unless otherwise agreed to in writing.**

209 ■ **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining an FHA or Federal VA loan, it
 210 is also contingent upon the Parties executing an FHA or Federal VA amendment to the contract that shall give Buyer
 211 the right to terminate the Offer if the Property fails to appraise for the purchase price.

212 ■ **VA MORTGAGE WOOD DESTROYING INSECT INSPECTION:** If this Offer is contingent upon Buyer obtaining a
 213 Federal VA loan, and the Property is in a county where an inspection for wood destroying insects is required, the
 214 (Buyer) (Seller) STRIKE ONE ("Seller" if neither is stricken) shall be responsible for obtaining a report by a VA-
 215 approved pest control operator using a VA-approved collection method at Seller's expense. Buyer may terminate this
 216 Offer by delivering written notice within _____ day(s) ("7" if left blank) after receiving a report revealing damage or
 217 infestation. Should Buyer fail to notify Seller by the deadline stated on line 216, Buyer waives the right to terminate this
 218 Offer pursuant to this provision. (See https://www.benefits.va.gov/HOMELoANS/appraiser_cv_local_req.asp.)

219 N/A **WAIVER OF APPRAISAL CONTINGENCY:** Buyer acknowledges there may be benefits to obtaining an
 220 appraisal report for the Property. Buyer voluntarily waives the right to have a separate appraisal contingency for the
 221 Property in this Offer.

222 ■ **ASSOCIATION FEE:** Buyer acknowledges the association fee of \$ _____ ("0" if left blank) per _____.

223 N/A **SELLER'S CONTRIBUTION(S):** Seller shall give Buyer a credit at closing in the amount of \$ _____
 224 to assist Buyer in purchasing the Property. Buyer may use such funds for closing costs, prepaids, escrows, and/or other
 225 fees allowed by Buyer's lender. Any funds not approved by Buyer's lender/underwriter prior to closing shall be credited
 226 back to the Seller at closing.

227 **CAUTION: No part of such funds may be used for payment of commission or fees to any Firm.**

228 **Buyer Agency Fee:** Seller shall pay on behalf of Buyer at closing a Buyer Agency fee of \$ _____
 229 OR _____ % of sale price to Buyer's Agent's Firm.

230 **Such payment is in addition to any compensation offered to Buyer's Agent's Firm through the Multiple Listing**
 231 **Service or other applicable Firm-to-Firm agreements.**

PROPERTY CONDITIONS

232 N/A **SHARED DRIVEWAY AGREEMENT CONTINGENCY:** This Offer is contingent upon (Buyer obtaining) (Seller
 233 providing) STRIKE ONE ("Seller providing" if neither is stricken", at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if
 234 neither is stricken) expense a shared driveway agreement within (_____ days after acceptance) (_____ days prior to
 235 closing) STRIKE AND COMPLETE AS APPLICABLE ("15 days prior to closing" if none indicated). If the agreement is
 236 not of record, it shall be provided in recordable form with recording fees to be at (Buyer's) (Seller's) STRIKE ONE
 237 ("Seller's" if neither is stricken) expense. This contingency shall be deemed satisfied unless Buyer, within 5 days of the
 238 deadline for delivery of the required agreement, delivers to Seller, a copy of the agreement and written notice listing the
 239 Buyer's specific objections to the terms and conditions of the agreement (Notice of Defects). This Offer shall be null and

240 void if Buyer delivers notice to Seller within 5 days of the deadline for delivery of the report stating Seller failed to deliver
241 the report by the deadline [if Seller was responsible to provide the report].

242 ■ **RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

243 If Seller has the right to cure, Seller may satisfy this contingency by:

244 (1) deliver to Buyer written notice of Seller's election to cure within 7 days of receipt of Buyer's notice; and

245 (2) by delivering to Buyer a copy of the agreement with specific terms and conditions acceptable to the Buyer.

246 This Offer shall be null and void if Buyer timely delivers the notice and agreement to Seller and:

247 (1) Seller does not have the right to cure; or

248 (2) Seller has a right to cure but:

249 (a) Seller delivers written notice to Buyer stating that Seller will not cure; or

250 (b) Seller does not timely deliver notice of Seller's election to cure.

251 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:**

252 Municipal zoning and building restrictions may affect use of the Property, and comprehensive plans may affect future
253 use or value of the Property by influencing future development in the municipality. Buyer is informed that some
254 buildings are considered legal non-conforming structures because they no longer conform to current dimensional
255 zoning standards due to zoning standards and ordinances enacted after the building was constructed. Buyer's ability to
256 remodel, repair, replace or enlarge an existing non-conforming structure may be regulated by the municipality. Buyer is
257 encouraged to contact the appropriate municipal authorities regarding zoning and building restrictions and
258 comprehensive plans if these issues are material to Buyer's decision to purchase.

259 ■ **SHORELANDS:** Many areas located near lakes, ponds, flowages, rivers or stream (including but not limited to Lake
260 Michigan and/or the Milwaukee River) may be considered "shoreland areas" and subject to the Ozaukee County and
261 Sheboygan County Shoreland Zoning Ordinances. This may affect the Buyer's ability to build, rebuild, remodel, replace
262 and enlarge or use an existing structure. Buyer is advised to check with the applicable municipal authorities regarding
263 existing zoning, shoreland zoning and building restrictions if these are material to Buyer's decision to purchase.

264 ■ **FLOOD PLAINS/WETLANDS:** Buyer is informed that all areas even areas heavily developed may be located in a
265 floodplain or contain wetlands. Buyer is aware that many floodplain and wetland maps lack detail, are difficult to
266 interpret and may not be accurate. Buyer acknowledges that is recommended that Buyer seek professional assistance
267 in interpreting any flood plain, wetlands and shoreland maps if such information is material to Buyer's decision.

268 ■ **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with
269 the purchase of the Property. The National Flood Insurance Program (NFIP) (<https://www.floodsmart.gov/floodsmart/>)
270 provides for the availability of flood insurance and establishes flood insurance premiums based on the risk of flooding.
271 Recent changes to federal law may result in flood insurance premiums that are likely higher, and in the future may be
272 substantially higher, than premiums paid by Seller. Buyer should consult with one or more flood insurance carriers
273 regarding flood insurance coverage, current and future premiums, and whether Buyer may assume Seller's policy.
274 Buyer may wish to contact NFIP for information about flood insurance for this Property.

275 ■ **INSURANCE ISSUES:** Seller agrees to allow representatives of Buyer's insurance company reasonable access to
276 the Property upon advance notice for inspections relating to Buyer's insurance application. The Parties are advised to
277 contact their insurance agents with questions regarding insurability and costs.

278 ■ **UNDERGROUND STORAGE TANKS and BASEMENT FUEL OIL TANKS:** If Seller has notice or knowledge of an
279 underground storage tank (UST) or basement or above ground fuel tank on the Property, or if one of discovered prior to
280 closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank, related components and
281 procedures relating to upgrading and/or closure are in full compliance with federal, state and local regulations. Seller's
282 written confirmation shall include a copy of any applicable contractor's closure report and any Wisconsin Department of
283 Agriculture, Trade and Consumer Protection (DATCP) registration. It is Buyer's sole responsibility to re-register in his or
284 her name(s) any underground storage tanks remaining in use upon the Property after close of sale and to comply with
285 applicable DATCP and Wisconsin Administrative Code requirements. For more information visit datcp.wi.gov/consumer.

286 **NOTE: Removal of most residential basement fuel oil tanks is not required under state law.**

287 ■ **AREA CONDITIONS:** Properties are affected by existing and proposed conditions and services in the area
288 surrounding the property. Existing and future residential, recreational, commercial and/or industrial development, road
289 and/or freeway construction, sewer or water or other public utility construction, area wide reassessments may affect the
290 Property. Buyer is aware that properties near highways, industrial developments, farms, public transportation, etc. may
291 be affected by noise or odors. Buyer acknowledges that if material to Buyer's decision to purchase, Buyer has reviewed
292 Seller's and firm's representations regarding known local conditions and has become familiar with the area surrounding
293 the Property and has personally investigated future proposed developments and consulted with local/state municipal
294 offices, including the assessor's office as needed and is satisfied with current and proposed area conditions.

295 ■ **PROPERTY CONDITIONS:** Parties are aware that news media and other public information sources indicate that
296 asbestos, mold, lead-based paint, polychlorinated biphenyls (PCB), lead in drinking water, radium, radon gas and other
297 toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards.

298 Unless otherwise disclosed in writing, Seller represents that to the best of Seller's knowledge the Property does not
299 contain asbestos, lead-based paint, or unhealthy concentrations of mold, radon gas, lead, radium or other toxic or
300 harmful substances or chemicals. A number of communities report elevated levels of radium may be present in the
301 municipal water supply. Buyer agrees to obtain independent third-party inspections and tests to determine if any

302 material property conditions/defects exist on the Property. Buyer acknowledges that Buyer has made such independent
303 inquires as Buyer deemed necessary concerning any factors material to the Property or the transaction. Buyer
304 acknowledges that in purchasing the property, Buyer has relied on Buyer's independent inspection and analysis of the
305 Property and upon the statements, disclosures and representations contained in this Offer, in any Seller's disclosure
306 report(s) and in any written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real
307 estate agents involved in this transaction have made any representations concerning the Property or the transaction
308 other than those stated in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in
309 writing, nor has any real estate agent made any statement purporting to be based on personal knowledge unless the
310 same is specifically set forth in this Offer, incorporated into this Offer by reference or otherwise provided to the Buyer in
311 Writing. Buyer agrees that Buyer has not requested Seller, nor has any real estate agent, offered to verify the accuracy
312 of any of Seller's or other third party's statements, disclosures, and representations contained in this Offer unless the
313 request is specifically set forth in this Offer.

314 N/A HOME WARRANTY PLAN: A limited home warranty plan for a term of one year shall be included, effective the
315 date of closing, provided the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed
316 \$ _____ and will be paid by (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) at closing. The warranty
317 plan will be ordered by the (listing) (cooperating) STRIKE ONE ("cooperating" if neither is stricken) Firm. Buyer is
318 advised that a home inspection may detect pre-existing conditions that may not be covered under the warranty plan.

319 [X] WAIVER OF HOME WARRANTY: Buyer acknowledges there may be benefits to having a limited home warranty
320 plan for the Property. Buyer voluntarily waives the inclusion of any requirement for a limited home warranty plan for the
321 Property in this Offer.

322 MUNICIPALITY DISCREPANCY: Buyer acknowledges that while the Property mailing address may be within one
323 municipality, the Property may be physically located in an adjoining municipality that will determine the applicable
324 property taxes and school district. State mailing address if different than the address used in the Property description:
325 _____

326 CONFLICTING PROVISIONS: Should any provision of this Addendum be in conflict with any provision of the Offer or
327 any other addenda to this Offer, the provisions of this Addendum shall prevail.

328 ADDITIONAL CONTINGENCY: This Offer is contingent upon
329 Seller warrants property for one year from date of closing for any defects in workmanship.
330 Seller to fix loose siding and finish grading and leveling of the soil around the house, driveway and yard so it is ready
331 to be seeded by the Buyer.

332 _____ on or before _____ . In the event _____

333
334 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within _____ days ("3" if left blank)
335 after the Deadline stated on line 332. Should Buyer fail to notify Seller, Buyer shall be deemed to have waived this
336 contingency.

337 ADDITIONAL PROVISIONS:
338 If any contingency expires on a Saturday, Sunday or federal holiday it automatically extends to the next business day.
339 If line 588 contains email address, the consumer(s) authorize the use of that email address on the consumer(s) behalf.
340 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer voluntarily waives the
341 inclusion of any requirement for a limited home warranty plan for the Property in this Offer.
342 Property is currently tax exempt and no property tax credit at closing.
343 Sale of property subject to School Board Approval.
344 All manufacturers warranties on the mechanicals, windows, siding etc to transfer over to the Buyer at no cost.
345 Seller to provide the Buyer with covenants and restrictions within 5 days of acceptance
346 _____

347 CLOSING DISCLOSURE INFORMATION: To facilitate lender preparation of the Closing Disclosure:
348 Name of Firm for Buyer Keller Williams Empower Name of Firm for Seller Century 21 Moves
349 Company Address 701 N 8th St, Sheboygan WI 53081 Company Address 3100 Wilgus Ave, Sheboygan, WI 53081
350 Firm License No. 937525-91 Firm License No. 835133-91
351 Selling Agent's Name Stacy Victorell Listing Agent's Name Steven T Oppenorth
352 License No. 93370-94 License No. 41015-94
353 Email address stacyvictorell@brostgroup.com Email address TeamOppie@MovesRE.com
354 Telephone No. 920-872-0604 Telephone No. 920-980-9431

355 READING/UNDERSTANDING: By initialing and dating this Addendum, each Party acknowledges they have received
356 and carefully read all pages of this Addendum. Initialing does not signify acceptance or agreement with the terms of this
357 Addendum.

358 (X) [Signature] _____ (X) [Signature] _____
359 (Buyer(s)' Initials) Date (Seller(s)' Initials) Date 8/18/23



REAL ESTATE CONDITION REPORT

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 5510 Chime lane
IN THE _____ City _____
(CITY) (VILLAGE) (TOWN) OF Sheboygan, COUNTY OF _____
Sheboygan STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF May (MONTH) 18 (DAY), 2023 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)
- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."
- A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.
- A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. STRUCTURAL AND MECHANICAL

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of defects in the roof?
Roof defects may include items such as leakage or significant problems with gutters or eaves. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of defects in the electrical system?
Electrical defects may include items such as electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)?
Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)?
Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property?
Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws?
NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?
Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B8. Are you aware of defects in any structure on the property?
Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B9. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?
Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B10. Are you aware of rented items located on the property such as a water softener or other water conditioner system or other items affixed to or closely associated with the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B11. Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B12. Explanation of "yes" responses _____

_____ | | | |

C. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property?
NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C8. Explanation of "yes" responses _____ | | | |

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?
Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of a joint well serving the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D3. Are you aware of a defect related to a joint well serving the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D4. Are you aware that a septic system or other private sanitary disposal system serves the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?
Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?
Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D9. Are you aware of defects in an "LP" tank on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D10. Explanation of "yes" responses _____ | | | |

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E2. Are you aware that remodeling was done that may increase the property's assessed value? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| E3. Are you aware of pending special assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E5. Are you aware of any proposed construction of a public project that may affect the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E8. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

F. LAND USE

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of the property being part of or subject to a subdivision homeowners' association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of any zoning code violations with respect to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F5. Are you aware of nonconforming uses of the property?
A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Are you aware of conservation easements on the property?
A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of restrictive covenants or deed restrictions on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486. | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

	YES	NO	N/A
F11. Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F15. Are you aware there is not legal access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F17m. Are you aware of a written agreement affecting riparian rights related to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F17n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? <i>Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F18. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F19. Explanation of "yes" responses _____ _____ _____			

G. ADDITIONAL INFORMATION

	YES	NO	N/A
G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G4. Are you aware of other defects affecting the property? Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G4m. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- G5. The owner has owned the property for 1 years.
- G6. The owner has lived in the property for 0 years.
- G7. Explanation of "yes" responses

New construction; has never been lived in.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner Jan Paul, SASD TCP Coordinator Date 5/18/23

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer Neisourge Kaley dotloop verified 08/07/23 8:54 PM CDT CXVE-FBBI-FUZQ-P0CW Date _____

Prospective buyer Arthi Gunasekaran dotloop verified 08/07/23 8:33 PM CDT X7L0-FH40-EUN9-LQ2M Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

DEPOSITORY ESCROW AGREEMENT FOR EARNEST MONEY

Subject Property: 5510 CHIME LANE STEB. W2 53081

Seller/Owner: SASD

Buyer/Purchaser: Neisourge Kaely and Aarthi Gunasekaran

Listing Agent: STEVE ORGNORTH CENTURY 21 MOVES

Selling Agent: Stacy Victorell / Keller Williams Empower

ESCROW FUNDS PAYABLE TO: Guaranty Closing & Title Services

The undersigned Seller(s) and Purchaser(s) hereby irrevocably authorize

Guaranty Closing & Title Services (title company) to hold in escrow in connection with the above reference transaction, the sum of \$ 4000 as EARNEST MONEY.

Said funds shall be held in a non-interest bearing account maintained in Guaranty Closing & Title Services (title company's) regular course of business and shall be maintained therein until such time as

Guaranty Closing & Title Services (title company) receives mutual instructions from Seller(s) and Buyer(s) as to its disposition or an order of Court relative thereto.

Seller(s) and Purchaser(s) hereby release and discharge Guaranty Closing & Title Services (title company) from any claim or cause of action they may have, presently or in the future, against each other for said earnest money and further release and hold harmless Guaranty Closing & Title Services (title company) for any loss or damage they may incur by reason of Guaranty Closing & Title Services (title company) executing the terms of this DEPOSITORY ESCROW AGREEMENT FOR EARNEST MONEY.

This Agreement is valid as signed in counterparts as if all parties hereto had signed the same document.

SELLER/OWNER:

Jason Duff, SASD ACP Coordinator
Signature 5/18/2023 3:09:08 PM CDT

5-18-2023
Date

Signature

Date

BUYER/PURCHASER:

Neisourge Kaely
Signature dotloop verified 08/07/23 8:54 PM CDT RXXF-VNDU-LOMV-YAWX

Date

Signature

Aarthi Gunasekaran
Signature dotloop verified 08/07/23 8:33 PM CDT MILN-JYKN-ICPE-BHNO

Date

Signature



Homeland Mortgage Company

June 26, 2023

Re: Pre-Approval for NEISOURGE KALEY

To Whom It May Concern:

Based on the information provided to me, **NEISOURGE KALEY** have been pre-Approved for a 30-year fixed rate mortgage loan, with 5% down payment for a purchase price of **\$ 500,000**

This pre-approval is subject to acceptable contract, appraisal, and any other conditions the lender may deem appropriate once a full application packet has been received.

This is not a commitment to an interest rate or points. If you have any questions, please do not hesitate to contact me.

Sincerely,

Das palakath

Das R Palakath
Mortgage Loan Officer
NMLS ID:222629
Homeland Mortgage Company
5757 S. Cass Ave, Westmont, IL 60559
(630) 663-1788 Ext: 105 (Office)
(630) 663-1776 (fax)
(630) 640-6535 (Cell)
daspalakath@ihomeland.com

Book	Policy Manual
Section	0000 Bylaws
Title	DEFINITIONS
Code	po0100*jjh
Status	Second Reading
Adopted	October 22, 2013
Last Revised	September 27, 2022

0100 - **DEFINITIONS**

The bylaws of the Board of this District incorporate quotations from the laws and administrative code of the State of Wisconsin. Such quotations may be substantively altered only by appropriate legislative, judicial, or administrative action.

Whenever the following items are used in these bylaws, policies, and administrative guidelines they shall have the meaning set forth below:

Administrative Guideline

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

Administrator

An employee who holds a position of leadership over a defined function or department of the District, is employed with an administrative contract, and/or who reports directly to the Superintendent.

In policy and administrative guidelines, capitalization of the term Administrator may imply delegation of responsibilities, as appropriate, to staff members.

Apps and Services

Apps and services are software (i.e., computer programs) that support the interaction of personal communication devices (as defined by Bylaw 0100, above) over a network or client-server applications in which the user interface runs in a web browser. Apps and services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps and services also are used to facilitate communication to, from and among and between, staff, students, parents, Board members, and/or other stakeholders and members of the community.

Board

The School Board also commonly referred to as the Board of Education. Within these bylaws and policies, the terms Board and District may be used interchangeably, depending on the context of the policy.

Bylaw

Rule of the Board for its own governance.

Classified

An employee who provides support to the District's program and whose position does not require a professional certificate. This category includes special education paraprofessionals.

Clerk

The chief clerk of the Board of Education. (See Bylaw 0171.3)

District

The School District. Within these bylaws and policies, the terms Board and District may be used interchangeably, depending on the context of the policy.

District Administrator

The Administrative head of the School District sometimes locally referred to as Superintendent. In policy, capitalization of the term District Administrator implies delegation of responsibilities to appropriate staff members.

Due Process

Procedural due process requires prior knowledge (a posted discipline code), notice of offense (accusation), and the opportunity to respond. Specific due process requirements are dependent upon the circumstances and may vary depending on such circumstances.

Full Board

Authorized number of voting members entitled by law to govern the District. The full Board is the total number of Board members authorized by law regardless of the number of current sitting members.

Information Resources

The Board defines information resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, websites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting or retrieving electronic communications.

Law Enforcement Officer(s) or Agency(ies)

These terms include any local, State, or Federal law enforcement agency of competent jurisdiction and its officers acting within their legal authority.

Legal Custodian of Records

The School District will designate the Superintendent to be the legal custodian of records for the District. The District Records Custodian (DRC) shall keep and preserve the public records of the District and is granted authority to render a decision and carry out duties related to those public records. The DRC is designated in Policy 8310 - Public Records.

Legal Notice

Legal notice means every notice required by law to be published in a newspaper or other publication. There are three (3) classes of notices: class 1 (requiring one (1) insertion); class 2 (requiring two (2) insertions); and class 3 (requiring three (3) insertions). When more than one (1) insertion is required, the notice must be published once each week for consecutive weeks, with the last notice published at least one (1) week before the act or event, unless otherwise specified by law. Sunday publication is permitted.

May

This word is used when an action by the Board or its designee is permitted but not required.

Medical Advisor

The School District is required to appoint a medical advisor. The medical advisor shall be a licensed physician and will participate in the annual review of the District emergency nursing services plan. The School District may also have the medical advisor fulfill other roles. (PI 8.01(2, g)3

Meeting

Any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body. 19.82(2), Wis. Stats.

Official Newspaper

A newspaper may be designated by the Board under 985.05. Other publication options are available to the Board pursuant to 120.11(4), Wis. Stats.

Parent

The natural, adoptive, or surrogate parents or the party designated by the courts as the legal guardian or custodian of a student. Both parents will be considered to have equal rights unless a court of law decrees otherwise.

Personal Communication Devices

Personal communication devices ("PCDs") include computers, laptops, tablets, e-readers, cellular/mobile phones, smartphones, and/or other web-enabled devices of any type.

Policy

A general, written statement by the governing Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

President

The chief executive officer of the Board. (See Bylaw 0171.1)

Principal

The educational leader and head administrator of one (1) or more District schools. In policy and administrative guidelines, implies authority to delegate responsibilities to appropriate members of his/her staff.

Professional Staff Member

District employees who are either certified teachers employed in a position for which certification is a requirement of employment or administrative employees who are responsible for oversight or supervision of a component or components of the District's operation, or serve as assistants to such persons, regardless of whether they hold an administrative contract or are required to have administrator certification, but excluding the District Administrator/Superintendent.

Relative

The mother, father, sister, brother, spouse, domestic partner, parent of spouse/domestic partner, child, step-child, grandparents, grandchild, dependent, or member of the immediate household.

School Nurse

A school nurse is a registered nurse who meets the requirements of 115.001(11), Wis. Stats. A school nurse has the authority to exclude students for signs of illness.

School Official

Except if otherwise defined in policy, a school official is a person employed by the Board as an administrator, supervisor, teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); or a person serving on the Board.

The term school official is inclusive of other parties, such as attorney, contractor, consultant, volunteer, or other party to whom the Board has outsourced a service otherwise performed by Board employees (e.g., a therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her/their tasks (including volunteers) pursuant to the Family Educational Rights and Privacy (FERPA) definition - See Policy 8330 - Students Records.

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

Social Media

Social media are online platforms where users engage with another and/or share information and ideas through text, video, or pictures. Social media consists of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, Skype, and Facetime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and web services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

Student

A person who is officially enrolled in a school or program of the District.

Support Staff

Any employee who provides support to the District's program and whose position does not require a professional certificate. This category includes special education paraprofessionals, even though it is a requirement to hold a special education program aide license issued by the Wisconsin Department of Public Instruction (DPI) or another valid and current DPI license or permit.

Treasurer

The chief financial officer of the Board. (See Bylaw 0171.4)

Vice-President

The Vice-President of the Board. (See Bylaw 0171.2)

Voting

A vote at a meeting of the Board. The law requires that Board members must be present in order to have their vote officially recorded in the Board minutes, and to be available for a roll call vote. A Board member's presence at a meeting includes his/her/their presence if attending by telephone or other manner of remote access, so long as such remote access is compliant with State law. No voting by Proxy may be recorded or counted in an official vote of the Board. Remote access during quasi-judicial functions (e.g. termination hearings, expulsions) may be permitted after consultation with legal counsel.

Citations to Wisconsin statutes are shown by the Section Number (e.g., 120.11, Wis. Stats.). Citations to the Wisconsin Administrative Code are prefaced P.I. (e.g., P.I. 11). Citations to the United States Code are noted as U.S.C., Federal Register are noted as F.R., and the Code of Federal Regulations as C.F.R.

Revised 10/27/15

Revised 8/22/17

Revised 1/23/18

Revised 3/24/20

Revised 7/27/21

Revised 3/22/22

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Book	Policy Manual
Section	0000 Bylaws
Title	ASSOCIATION MEMBERSHIPS
Code	po0175*jjh
Status	Second Reading
Adopted	October 22, 2013

0175 - **ASSOCIATION MEMBERSHIPS**

The Board of Education may maintain membership in the National School Boards Association, and the Wisconsin Association of School Boards, and/or the Consortium of State School Board Associations, and may take part in the activities of these groups.

The Board may also maintain institutional memberships in other educational organizations which the District Administrator and Board find to be of benefit to members and District personnel.

The materials and other benefits of these memberships will be distributed and used to the best advantage of the Board and staff.

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Book	Policy Manual
Section	2000 Program
Title	SPECIAL OBSERVANCE DAYS
Code	po2221*jjh
Status	Second Reading
Adopted	October 22, 2013

2221 - **SPECIAL OBSERVANCE DAYS**

In compliance with the Wisconsin School Laws, the Board of Education directs the District Administrator to ensure that the following days, and any additional days proclaimed by the Governor, are appropriately observed in all schools:

January 15th	Martin Luther King Jr. Day
February 12th	Abraham Lincoln's Birthday
February 15th	Susan B. Anthony's Birthday
February 22nd	George Washington's Birthday
March 4th	Casimir Pulaski Day
March 17th	The Great Hunger
April 9th	Prisoners of War Remembrance Day
April 13th	American Creed Day
April 19th	Patriot's Day
April 22nd	Environmental Awareness Day
Last Friday in April	Arbor Day *except that of the Governor by proclamation sets apart one (1) day to be designated as Arbor and Bird Day under State law, that day shall be appropriately observed.
June 14th	Robert La Follete Sr. Day
September 11th	A day to remember the attacks that occurred on September 11, 2001, and to honor law enforcement officers and firefighters.
September 28th	Frances Willard Day
Wednesday of the third week in September	as part of Wonderful Wisconsin Week
Friday of the 3rd week in September	POW-MIA Recognition Day

Wednesday of the 4th
week in September Bullying Awareness Day

October 9th Leif Erikson Day

October 12th Christopher Columbus's Birthday

November 11th Armistice Day

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Legal 14.16, 118.02, 118.025, Wis. Stats.

Book	Policy Manual
Section	7000 Property
Title	STAFF AND SCHOOL OFFICIALS USE OF PERSONAL COMMUNICATION DEVICES
Code	po7530.02*jjh
Status	Second Reading

7530.02 - STAFF AND SCHOOL OFFICIALS USE OF PERSONAL COMMUNICATION DEVICES

Use of personal communication devices ("PCD") (as defined in Bylaw 0100) has become pervasive in the workplace. Whether the PCD is Board-owned and assigned to a specific employee or school official or personally-owned by the employee or school official regardless of whether the Board pays the employee or school official an allowance for his/her use of the device, the Board reimburses the employee or school official on a per-use basis for their business-related use of his/her PCD, or the employee or school official receives no remuneration for his/her use of a personally-owned PCD, the employee or school official is responsible for using the device in a safe and appropriate manner and in accordance with this policy and its accompanying guideline, as well as other pertinent Board policies and guidelines.

Conducting District Business Using a PCD

Employees and school officials are permitted to use a Board-owned and/or personally-owned PCD to make/receive calls, send/receive e-mails, send/receive texts, send/receive instant messages that concern District business of any kind.

Employees and school officials are responsible for archiving such communication(s) in accordance with the District's requirements.

Safe and Appropriate Use of a PCD

Employees and school officials are responsible for operating Board-owned vehicles and potentially hazardous equipment in a safe and prudent manner, and therefore, employees are prohibited from using a PCD while operating such vehicles or equipment. In the interest of safety for both Board employees and other drivers, employees are required to comply with all applicable laws while driving.

Employees and school officials may not use a PCD in a way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated.

Duty to Maintain Confidentiality of Student Personally Identifiable Information - Public and Student Record Requirements

Employees and school officials are subject to all applicable policies and guidelines pertaining to protection of the security, integrity, and availability of the data stored on a PCD regardless of whether they are Board-owned and assigned to a specific employee or personally-owned by the employee.

PCD communications, including calls, text messages, instant messages, and e-mails sent or received may not be secure. Therefore, employees should use discretion when using a PCD to relay confidential information, particularly as it relates to students.

Additionally, PCD communications, including text messages, instant messages, and e-mails sent and/or received by a public employee or school official using a PCD may constitute public records.

Further, PCD communications about students, including text messages, instant messages, and e-mails sent and/or received by a District employee or school official using his/her PCD may constitute education records if the content includes personally identifiable information about a student.

Communications, including text messages, instant messages, and e-mails sent and/or received by a District employee or school official using his/her PCD, that are public records or student records are subject to retention and disclosure, upon request, in accordance with Policy 8310 - Public Records. Cellular/wireless communications that are student records should be maintained pursuant to Policy 8330 - Student Records.

It is the responsibility of the District employee or school official who uses a PCD for District business-related use to archive all text messages, instant messages, and e-mails sent and/or received using his/her PCD in accordance with the District's requirements.

Cellular/wireless communications and other electronically stored information (ESI) stored on the staff member's or school official's PCD may be subject to a litigation hold pursuant to Policy 8315 - Information Management. Staff and school officials are required to comply with District requests to produce copies of cellular/wireless communications in their possession that are either public records or education records or that constitute ESI that is subject to a litigation hold.

At the conclusion of an individual's employment (whether through resignation, nonrenewal, or termination), the employee is responsible for verifying all public records, student records, and ESI subject to a litigation hold that are maintained on the employee's PCD are transferred to the District's custody (e.g., server, alternative storage device). The District's IT department/staff is available to assist in this process. Once all public records, student records, and ESI subject to a litigation hold are transferred to the District's custody, the employee is required to delete the records/ESI from his/her PCD. The employee will be required to sign a document confirming that all such records/information has been transferred to the District's custody and deleted from his/her PCD.

Similarly, if an employee intends to dispose of, or otherwise stop using, a personally-owned PCD on which s/he has maintained public records, student records, and/or ESI that is subject to a litigation hold, the employee must transfer the records/ESI to the District's custody before disposing of, or otherwise ceasing to use, the personally-owned PCD. The employee is responsible for securely deleting such records/ESI before disposing of, or ceasing to use, the personally-owned PCD.

Failure to comply with these requirements may result in disciplinary action.

If a PCD is lost, stolen, hacked, or otherwise subjected to unauthorized access, the employee or school official must immediately notify the District Administrator so a determination can be made as to whether any public records, students records, and/or ESI subject to a litigation hold has been compromised and/or lost. Pursuant to Policy 8305 - Information Security and its accompanying guideline, the District Administrator shall determine whether any security breach notification laws may have application to the situation. Appropriate notifications will be sent unless the records/information stored on the PCD was encrypted.

The Board prohibits employees and school officials from maintaining the following types of student, staff, or District records and/or information on their PCDs:

- A. social security numbers
- B. driver's license numbers
- C. credit and debit card information
- D. financial account numbers
- E. student personally identifiable information
- F. information required to be kept confidential pursuant to the Americans with Disabilities Act (ADA)
- G. personal health information as defined by the Health Insurance Portability and Accountability Act (HIPAA)

It is suggested that employees and school officials lock and password-protect their PCDs when not in use.

Employees and school officials are responsible for making sure no third parties (including family members) have access to records and/or information, which is maintained on a PCD in their possession, that is confidential, privileged, or otherwise protected by State and/or Federal law.

Privacy Issues

Except in emergency situations or as otherwise authorized by the District Administrator or as necessary to fulfill their job responsibilities, employees and school officials are prohibited from using PCDs to capture, record, and/or transmit the words or sounds (i.e., audio) and/or images (i.e., pictures/video) of any student, staff member, or other person in the school or while attending a school-related activity. Using a PCD to capture, record, and/or transmit audio and/or pictures/video of an individual without proper consent is considered an invasion of privacy and is not permitted.

PCDs, including but not limited to those with cameras, may not be activated or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include, but are not limited to gymnasiums, locker rooms, shower facilities, rest/bathrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The District Administrator and building principals are authorized to determine other specific locations and situations where use of a PCD is absolutely prohibited.

Potential Disciplinary Action

Violation of any provision of this policy may constitute just cause for disciplinary action up to and including termination.

Use of a PCD in any manner contrary to local, State, or Federal laws may also result in disciplinary action up to and including termination.

Legal	34 C.F.R. Part 99
	20 U.S.C. 1232g
	Children's Internet Protection Act (CIPA), Pub. L. No. 106-554 (2001)
	Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, Stat. 4096 (2008)

Book	Policy Manual
Section	7000 Property
Title	TECHNOLOGY
Code	po7540*jjh
Status	Second Reading
Adopted	October 22, 2013
Last Revised	August 22, 2017

7540 - TECHNOLOGY

The Board of Education is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations. Students' use of District technology resources (see definition in Bylaw 0100 - Definitions) is a privilege not a right. Students and their parents ~~must sign and submit a Student Technology Acceptable Use and Safety form annually. (see also, comply with~~ Policy 7540.03 - Student Technology Acceptable Use and Safety.)

The District Administrator shall develop, recommend for approval by the Board, and implement a written District Technology Procedure (DTP). One of the primary purposes of the DTP is to evaluate new and emerging technologies and how they will play a role in student achievement and success and/or efficient and effective District operations. The Board will financially support, as the budget permits, the DTP, including recommendations to provide new and developing technology for students and staff.

The District Administrator shall create a Technology Governance Committee ~~(see AG 7540B)~~ to oversee and guide the development of the DTP. The District Administrator shall appoint individuals to the Technology Governance Committee that include representatives of all educational, administrative, and business/operational areas in the District.

The DTP shall set forth procedures for proper acquisition of technology. The DTP shall also provide guidance to staff and students concerning making safe, appropriate, and ethical use of District technology resources, as well as inform both staff and students about disciplinary actions that will be taken if Board technology and/or networks are abused in any way or used in an illegal or unethical manner. (see Policy 7540.03 and AG 7540.03 - Student Technology Acceptable Use and Safety, and Policy 7540.04 and AG 7540.04 - Staff Technology Acceptable Use and Safety)

The District Administrator, in conjunction with the Technology Governance Committee shall review the DTP and recommend the approval of any changes, amendments, or revisions to the Board annually.

This policy, along with the Student and Staff Technology Acceptable Use and Safety policies, and the Student Code of Conduct, further govern students' and staff members' use of their personal communication devices (see Policy 5136 - Personal Communication Devices and Policy 7530.02 - Staff and School Officials Use of Personal Communication Devices). Users have no right or expectation of privacy when using District technology resources (including, but not limited to, privacy in the content of their personal files, emails and records of their online activity when using the Districts' computer network and/or Internet connection).

Further, safeguards shall be established so that the Board's investment in both hardware and software achieves the benefits of technology and inhibits negative side effects. Accordingly, students shall be educated about appropriate online behavior including, but not limited to, using social media, which is defined in Bylaw 0100 - Definitions, to interact with others online; interacting with other individuals in chat rooms or on blogs; and, recognizing what constitutes cyberbullying, understanding cyberbullying is a violation of Board policy, and learning appropriate responses if they experience cyberbullying.

For purposes of this policy, social media is defined as Internet-based applications that facilitate communication (e/g/. interactive/two-way conversation/dialogue) and networking between individuals or groups. Social media is "essentially a category of online media where people are talking, participating, sharing, networking and bookmarking online. Most social media services encourage discussion, feedback, voting, comments, and sharing of information from all interested parties." [Quote from Ron Jones of Search Engine Watch} Social media provides a way for people to stay "connected or linked to other sites, resources, and people." Examples include Facebook, Twitter, Instagram, webmail, text messaging, chat, blogs, and instant messaging (IM). Social media does not include sending or receiving email through the use of District-issued email accounts.

Staff may use social media for business-related purposes. Authorized staff may use District technology resources to access and use social media to promote achievements of staff and students, provided the District Administrator approves, in advance, such access and use. Use of social media for business-related purposes is subject to Wisconsin's public records laws and staff members are responsible for archiving their social media and complying with the District's records retention schedule. See Policy 8310 - Public Records, AG 8310A - Public Records, and AG 8310D - Records Retention and Disposal.

Instructional staff and their students may use District technology resources to access and use social media for educational purposes, provided the principal approves, in advance, such access and use.

Revised 4/26/16

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Legal

Wis. Stats. 947.0125, 948.11

Book	Policy Manual
Section	8000 Operations
Title	EPIDEMICS AND PANDEMICS
Code	po8420.01*jjh
Status	Second Reading
Adopted	September 22, 2020

8420.01 - EPIDEMICS AND PANDEMICS

Epidemics and pandemics, although related, are different. The Centers for Disease Control and Prevention (CDC) defines an epidemic as "an increase, often sudden, in the number of cases of a disease above what is normally expected in that population in that area," and a pandemic as "an epidemic that has spread over several countries or continents, usually affecting a large number of people." To address epidemics and pandemics, the District Administrator shall ~~establish an Epidemic/Pandemic Response Team ("EPRT") to develop an Epidemic/Pandemic Plan in coordination with local government and law enforcement officials. The EPRT may work as part of or in coordination with the Environmental Safety Committee and the plan~~ Epidemic/Pandemic Plan may be developed in accordance with ~~the plan developed pursuant to~~ Policy 8405 - Environmental Health and Safety Program. District administration is granted authority to take appropriate action as required in any instance where the District's plan ~~is inadequate or~~ does not cover the particular situation being addressed, and the urgency of the situation dictates the necessity for immediate decisive action.

The Epidemic/Pandemic Plan should include:

- A. a communication method for school schedule changes, busing changes, and school closures;
- B. a designee responsible for communicating with the Wisconsin Department of Public Instruction, the Wisconsin Department of Health Services, and other governmental entities;
- C. an educational pandemic prevention program for staff and students;
- D. provision for the business office to maintain continuity of operations during an epidemic or pandemic;
- E. provision for distance-based learning for students (i.e., Internet instruction, community channel broadcast) to maintain continuity of education;
- F. procedures for preventing the spread of infectious diseases during an epidemic or pandemic, including routine cleaning of school sites;
- G. procedures for staff and student absences and extended leaves of absence due to an epidemic or pandemic;
- H. procedures for isolation and possible transportation of students and staff who become ill at school due to an epidemic or pandemic;
- I. a plan of communication regarding epidemic and pandemic status to students, parents, and staff, including any restrictions imposed on staff or students upon travel to affected areas, which may include quarantine periods if recommended by authoritative health agencies;
- J. a plan for operating the District with less staff due to an epidemic or pandemic;
- K. a designee responsible for establishing timelines within the Epidemic/Pandemic Plan and ensuring that such timelines are met and implementation of the plan occurs;
- L. other emergency procedures necessary for the District to deal with an epidemic or pandemic;
- M. a plan for determining whether to cancel any planned staff or student travel, including field trips, competitions or performances, study abroad programs, or other travel that may involve travel to affected areas.

The Epidemic/Pandemic Plan should be reviewed annually ~~by the EPRT~~ and updated as appropriate.

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Book	Policy Manual
Section	8000 Operations
Title	CONTROL OF CASUAL-CONTACT COMMUNICABLE DISEASES
Code	po8450*jjh
Status	Second Reading
Adopted	October 22, 2013
Last Revised	September 22, 2020

8450 - CONTROL OF CASUAL-CONTACT COMMUNICABLE DISEASES

The Board of Education recognizes that control of the spread of communicable disease spread through casual-contact is essential to the well-being of the school community and to the efficient District operation.

For purposes of this policy, "casual-contact communicable disease" shall include diphtheria, scarlet fever and other strep infections, whooping cough, mumps, measles, rubella, and others designated by the Wisconsin Department of Public Health.

In order to protect the health and safety of the students, District personnel, and the community at large, the Board shall follow all State statutes and Health Department regulations which pertain to immunization and other means for controlling casual-contact communicable disease spread through normal interaction in the school setting.

Initial Exposure - Suspected Communicable Disease

If a student exhibits symptoms of a communicable disease, a teacher, school nurse, office staff, or the building principal will isolate the student in the building and contact the parents/guardians and may choose to send the student home. The staff members shall notify the parent(s) of the student, the Principal, and also contact the Sheboygan and/or Manitowoc County Health Department(s) to report the incident. The health department officials shall be responsible for conducting any investigation deemed necessary and directing the District to follow specific protocols, including those Protocols established by the Wisconsin Department of Health Services shall be followed.

The District Administrator is authorized to shall develop administrative guidelines for the control of communicable disease that shall include:

- A. instruction of professional staff members in the detection of these common diseases and measures for their prevention and control;
- B. removal of students from District property to the care of a responsible adult;
- C. preparation of standards for the readmission of students who have recovered from casual-contact communicable diseases;
- D. filing of reports as required by statute and the Wisconsin Department of Health services.

Protocols During a Pandemic/Epidemic

The procedure described above pertains to an initial and/or isolated identification of the possible presence of a communicable disease in a school. In the event of an ongoing pandemic or endemic outbreak of a communicable disease, the Administration and Board shall develop protocols to manage school during a pandemic or epidemic. See Policy 8420-01 - Epidemics and Pandemics.

Protocols shall be developed with consideration for the following resources:

- A. Statewide declaration of emergency and related orders;
- B. guidance provided by medical and/or public health officials, such as the Centers for Disease Control and Prevention (CDC); Wisconsin Department of Health Services (DHS); Wisconsin Department of Public Instruction (DPI); American Pediatrics Association;
- C. local health department officials and local medical professionals;
- D. parent/and/or student groups; and
- E. other resources developed for and specific to the circumstances facing the District.

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Legal 252.10, 252.19, 252.21, Wis. Stats.

Book	Policy Manual
Section	8000 Operations
Title	RELIGIOUS AND PATRIOTIC CEREMONIES AND OBSERVANCES
Code	po8800*jjh
Status	Second Reading
Adopted	October 22, 2013
Last Revised	August 2, 2022

8800 - RELIGIOUS AND PATRIOTIC CEREMONIES AND OBSERVANCES

~~Decisions of the United States Supreme Court have made it clear that it is not the province of a public school to advance or inhibit religious beliefs or practices. Under the First and Fourteenth Amendments to the Constitution, this remains the inviolate province of the individual and the place of worship, if any, of the individual's choice. The rights of any minority, no matter how small, must be protected. No matter how well intended, either official or unofficial sponsorship of religiously oriented activities by the school are offensive to some and tend to supplant activities which should be the exclusive province of individual religious groups, churches, private organizations, or the family. The Board acknowledges that the U.S. Constitution prohibits it from adopting any policy or rule promoting or establishing a religion or any policy that unlawfully restricts any person's free exercises of the individual right to worship enjoyed by all persons. Within the confines to this legal framework, the Board adopts the following policy to address the scope of these rights and the District's authority within its own facilities or during events.~~

~~As public employees, while on duty and acting within the scope of employment or pursuant to official duties, District staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration. Staff are expected to avoid circumstances where the staff member's expression of religious views could be reasonably construed as an endorsement or approval of the message by the school or District. Nothing in this policy or its application shall serve to prohibit or interfere with any staff member's free exercise of their religious views in circumstances not covered by this policy.~~

~~Nothing in this policy prohibits teaching about various religions and religious practices in a manner consistent with any adopted District course curriculum. The instruction may include discussion of religious holidays and customs in a manner related to the curriculum that does not give the appearance of an endorsement of one religion over other religions or favoring either a system or religious beliefs or of other beliefs, such as atheism or agnosticism. Observance of religious holidays through devotional exercises or acts of worship is also prohibited.~~

~~Distribution of any outside organization's materials, including a request by any person wishing to facilitate dissemination of materials on District property may make a request in accordance with Policy 7510 and AG 7510A - Use of District Facilities and Policy 9700 - Relations with Non-School Affiliated Groups and AG 9700A - Distribution of Materials to Students.~~

~~The Board acknowledges that it is prohibited from adopting any Students are not prohibited by this policy or rule respecting or promoting an establishment of religion or prohibiting any student from any guideline promulgated pursuant to this policy, from engaging in the free, individual, and voluntary exercise or expression of the student's religious beliefs. However, such exercise or expression may be limited to lunch periods or other non-instructional time periods when students are free to associate, or on an individual basis in a manner that does not disrupt the educational process.~~

~~Observance of religious holidays through devotional exercises or acts of worship is also prohibited. Acknowledgement of, explanation of, and teaching about religious holidays of various religions is encouraged. Celebration activities involving nonreligious decorations and use of secular works are permitted, but it is the responsibility of all faculty members to ensure that such activities are strictly voluntary, do not place an atmosphere of social compulsion or ostracism on minority groups or individuals, and do not interfere with the regular school program.~~

~~The Board shall not conduct or sanction a baccalaureate service in conjunction with graduation ceremonies. The Board shall not include religious invocations, benedictions, or formal prayer at any school-sponsored event.~~

~~In accordance with the U.S. Flag Code requirements, the flag of the United States shall be raised above each school and/or at other appropriate places during all school sessions.~~

~~Professional staff members are authorized to lead students in the Pledge of Allegiance or the National Anthem at an appropriate time each school day. No student may be compelled against the student's objections or those of the student's parents to recite the Pledge or sing the National Anthem.~~

~~Every school in the District shall offer the Pledge of Allegiance or the National Anthem each school day in grades 1 through 12. District staff conducting these activities shall protect the rights and the privacy of a nonparticipating student.~~

Revised 12/12/17
Revised 12/14/21
T.C. 8/2/22

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Legal 118.06(2), Wis. Stats.
 20 U.S.C. 4071 et seq.
 29 C.F.R. 1910.1030

Book	Policy Manual
Section	8000 Operations
Title	PATRIOTIC ACTIVITIES AND OBSERVANCES
Code	PO8802*jjh
Status	Second Reading

8802 - PATRIOTIC ACTIVITIES AND OBSERVANCES

In accordance with the U.S. Flag Code requirements, the flag of the United States shall be raised above each school and/or at other appropriate places during all school sessions.

Professional staff members are authorized to lead students in the Pledge of Allegiance or the National Anthem at an appropriate time each school day. No student may be compelled against the student's objections or those of the student's parents to recite the Pledge or sing the National Anthem.

Every school in the District shall offer the Pledge of Allegiance or the National Anthem each school day in grades one (1) through twelve (12). District staff conducting these activities shall protect the rights and the privacy of a nonparticipating student.

The District may offer students and staff a Moment of Silence to commemorate a significant event that has significant impact on the community. The decision to offer a moment of silence shall be the building principal's and/or the District Administrator's decision. No moment of silence shall be described by school officials with reference to religious symbolism or activity.

Legal	118.06, Wis. Stats.
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Book	Policy Manual
Section	2000 Program
Title	SERVICES FOR BILINGUAL STUDENTS/ENGLISH LEARNERS
Code	po2260.02*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	June 22, 2023

2260.02 - **SERVICES FOR BILINGUAL STUDENTS/ENGLISH LEARNERS ENGLISH LANGUAGE PROFICIENCY**

The Board recognizes that there may be students whose primary language is not English residing within the District. With that in mind, the Board shall provide appropriate identification and transition services for District students who are identified as English Learners possess limited English language proficiency. The purpose of these services is to develop English language skills that will enable the students to function successfully in an all English classroom and complete the District's required curriculum.

These services shall include the identification of students who are English Learners (ELs), the implementation of curricular and instructional modifications, the assessment of the English Learner (EL) student's academic progress, identification of EL students that achieve English Language Proficiency (ELP), and continued monitoring of ELP students. The degree of modification, the duration and the type of services shall be determined individually and shall be based on the needs of each student.

If a sufficient number of the students identified with limited English proficiency are of the same language group to meet statutory requirements; the Board shall establish and implement a bilingual-bicultural education program as required by the law.

The EI Coordinator shall be responsible for taking a count of limited-English proficient students in the District that shall be completed on or before August 1st of each school year. The District will also assess the language proficiency of such students and classify them by language group, grade level, age, and English language proficiency. The annual assessment will measure a student's oral language, reading, and writing skills in English.

The District shall submit the report of English Learner (EL) students to the Department of Public Instruction as required by law.

Assessing English Proficiency

Every family who registers to attend the District for the first time will be asked to identify the primary language spoken in their home by the parents and by the child.

Identification of students requiring additional services as English Learners will be identified by the District using the following process:

- A. Every family who registers to attend the District for the first time will be asked to identify the primary language spoken in their home by the parents and by the child by completing a Home Language Survey (see Form 2260.02 F1).
- B. The student's prior academic records in or outside the United States will be reviewed to identify areas of concern where poor performance may be attributable to language barriers.

Students not initially identified as in need of EL services who are observed through classroom performance as exhibiting language barriers to educational achievement should be re-evaluated.

Students identified above must be given the formal evaluation screening test. Students that score less than English language proficiency (ELP) 6 on the test must be identified as EL and entered into the Wisconsin Information System for Educators (WISEdata) system.

The District will provide programs for English Learners (ELs)/Limited-English Proficient (LEP) students so they may become proficient in English while achieving academically.

Parental Notification and Consent

If a student is identified and assessed as EL and determined to be eligible for services, the District will send written notice to the student's parent within thirty (30) days of the start of the school year or within two (2) weeks of assessment (if the student is not identified prior to the beginning of the school year). Every effort will be made to obtain permission from the student's parent(s) to place the student in language instructional programming prior to the start of the school year or as soon as practicable after identification. The notice will include the information required by law. The notice to the parent(s) shall be in their native language.

No student will be placed in the EL Program without having received written permission from the student's parent(s). The notice to the parent(s) shall be in English and in the non-English language of the EL student. ~~All EL students are entitled to services. Parents may however choose to opt their children out of the school district's program or out of a particular EL service within an EL program.~~ Additionally, the student's parent(s) will be given the opportunity to participate and provide input into the student's program and will be regularly informed of the student's progress. Finally, the student's parent(s) shall be given the opportunity to participate in the determination that their student has the language skills necessary to **be socially and academically successful** ~~compete with mainstream English language speakers~~, as identified below, and the student may exit the program.

The EL student's English proficiency assessment records shall be maintained by the District in accordance with State and Federal laws and District student records policies and procedures.

Assessing Academic Achievement and English Language Proficiency

An EL student may not be exempted from academic assessments based on their EL status. **However, an EL student, who has been enrolled in a U.S. school for less than twelve (12) cumulative months, may be exempted during the first test administration.** The District shall administer State-required tests to EL students unless a determination has been made that an individual student's results on the test, with allowable accommodations made for the student as needed, will not be a valid and reliable indicator of the student's academic knowledge and skills. ~~If an EL student is exempted from taking a State required test, the student shall be administered a DPI approved alternative assessment.~~

All EL students' assessment results, as well as a student's alternative assessment results, shall be communicated to the student's parent(s) and to the DPI as required by law.

EL students must annually be administered assessment testing for English proficiency determination. The District will update WISEdata if appropriate.

Exit Procedures

Once a student has been placed in the EL Program, the student will be provided with programs and services and will be evaluated on an annual basis until it is determined that the student has the language skills necessary to **be socially and academically successful** ~~compete with mainstream English speakers~~ in age and grade-appropriate settings in all areas of language development without the use of adapted or modified English materials.

EL students with the language skills necessary to compete will:

- A. understand and speak English in relation to the full range of demands of the classroom and the academic language needed to succeed;
- B. read, comprehend and write English as evidenced by successful classroom performance and average District score on standardized achievement tests;
- C. meet or exceed District guidelines in their academic subjects.

Students may be identified as reaching these English proficiency standards by either:

- A. receiving an ELP 5 per DPI or higher on an annual assessment, in which case the student is automatically classified as English Language Proficient in WISEdata; or
- B. **receiving an overall composite of 4.5-4.9 and re-evaluate with the Multiple Indicator Protocol ("MIP") to determine whether the student demonstrates full English proficiency. If choosing to use the MIP the District must implement it as described in the Department of Public Instruction's English Language Policy Handbook. The Coordinator of EL may also consider reclassification of an EL student in grade Kindergarten or above as fully English proficient if the District has sufficient evidence on file establishing:**
 - ~~1. the student has attained at least an ELP 4.5-4.9 on an annual assessment; and~~
 - ~~2. the student can demonstrate his/her understanding of the English language; and~~
 - ~~3. the file contains at least two (2) pieces of evidence establishing academic English language proficiency; and~~
 - ~~4. the parents and educators agree that the student has reached full English proficiency.~~

Parents must be notified and consulted prior to the formal reclassification of a student. Parents who disagree with an ELP assessment shall be given the opportunity to review the ELP assessment with the EL Coordinator. The EL Coordinator may recommend additional assessment and confirm the formal reclassification of the student.

Upon exit from the EL Program, the reclassification/exit decisions will be monitored and reviewed, and documentation maintained, for two (2) years. **The MIP may be used as one (1) of the multiple monitoring indicators during those two (2) years.** The documentation will include, at a minimum, ~~±-grade level, ELP composite score,~~ and two (2) or more pieces of evidence.

Re-entry

During the two (2) year monitoring period, if the student is unable to compete with mainstream English speakers in age and grade-appropriate settings in all areas of language development, the student will be allowed to re-enter a bilingual or ESL program.

The EL Coordinator will be responsible for assuring that parents are involved in each entry, exit, and re-entry decision, that these guidelines are followed and that EL reclassification/exit and the re-entry decisions abide by Department of Public Instruction standards.

Counseling Services for Students Who Are Limited English Proficient Students ~~will be provided.~~

The District believes that all students should have an opportunity to have the guidance of a counselor in course selection and career planning. A student who has limited English proficiency should be able to communicate ~~their~~ ~~his/her~~ ambitions with a counselor so that there is no discrimination or bias in class placement or career planning. A counselor should not make any predictions of success or failure based on a student's classification as limited English proficiency.

If any materials, interpreters, or resource people are used to recruit students to a particular career path or vocational choice, the counselors and teachers must be sure that such materials and/or presentations can be made accessible to a student, as well as a parent, who is limited English proficient.

If a counselor knows that a parent has limited English proficiency, and communication with a parent is necessary based upon concerns about their child, the counselor should attempt to utilize an interpreter to assist in a discussion regarding the matters being discussed.

To contact someone regarding limited English proficiency, please contact:

Kelly Blum
Coordinator of Student and Instructional Services
920-459-3560 (Telephone Number)
920-459-6465 (Fax Number)
3330 Stahl Rd, Sheboygan, WI 53081

Testing

The parent(s) of EL students shall be notified of student testing arrangements and of educational programs and services available to help their children improve their English language skills and academic achievement. The notifications shall be consistent with legal requirements and presented in such manner as to ensure that the student's parent(s) understands them.

The District shall assess the English proficiency and academic progress of EL students in accordance with legal requirements. Decisions regarding the administration of State-required tests to EL students shall be made on a case-by-case basis. Testing accommodations may be made based on student needs, provided the validity of the test is maintained. The District shall administer State-required tests to an EL student unless a determination has been made that the results of the test, with allowable accommodations made for the student as needed, will not be a valid and reliable indicator of the student's academic knowledge and skills. Any EL student exempted from taking a State-required test shall be administered an alternative assessment approved by the Department of Public Instruction.

The results of both State-required tests and alternate assessments shall be consistent with District policies in making instructional, promotion, and graduation decisions. Test results may not be used as the sole criterion in re-classifying an EL student from a bilingual-bicultural education program or in determining grade promotion, eligibility for courses or programs, eligibility for graduation, or eligibility for post-secondary education opportunities.

Revised 9/25/18
Revised 10/28/19
Revised 12/10/19

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Legal	P.I. 13, Wis. Admin Code
	115, Wis. Stats.
	118.13, Wis. Stats.
	118.30(2), Wis. Stats.

Book	Policy Manual
Section	2000 Program
Title	INDEPENDENT EDUCATIONAL EVALUATION (IEE)
Code	po2460.03*pdw
Status	Second Reading
Adopted	October 24, 2017
Last Revised	June 22, 2023

2460.03 - **INDEPENDENT EDUCATIONAL EVALUATION (IEE)**

An independent educational evaluation (IEE) is an evaluation conducted by a qualified examiner who is not an employee of this District. A parent has the right to an IEE at public expense if the parent disagrees with an evaluation that the District conducted. For purposes of this policy, "evaluation" means the procedures used to determine whether a child has a disability and the nature and extent of the special education and related services the child needs. In the event the District receives a parent request for an IEE, the District must either provide the IEE at District expense pursuant to this policy or request a due process hearing to show that its evaluation is appropriate. The IEE must meet District criteria for IEEs, which is the same criteria that the District uses when it conducts its own evaluations. If the District requests a due process hearing and the hearing officer determines that the District's evaluation is appropriate, the parent still has the right to an IEE, but not at public expense. Parents may only request one publicly funded IEE for each evaluation completed by the District.

Procedures to Obtain an IEE at Public Expense

- A. The parent should submit to the District a written request for an IEE, and should include in such request an explanation of their reasons for objecting to the evaluation obtained by the District. However, the District will not deny parents a publicly funded IEE because they fail to provide the District with such a written request or fail to provide reasons for requesting an IEE.
- B. If a parent requests an IEE, the District will provide the following information:
 1. A list of the names and addresses of IEE examiners located in the area. The list will consist of IEE examiners who, in the District's judgment, are qualified to perform the evaluation requested by the parents. If a qualified examiner is not located in the area, the District will identify a qualified examiner elsewhere in the State of Wisconsin.
 2. A description of the District's criteria for selection of IEE examiners.
- C. Minimum qualifications for IEE examiners. The District will not pay for an IEE unless the IEE complies with the following criteria or the parents can show unique circumstances that justify a publicly funded IEE that does not meet the criteria.
 1. The prospective IEE examiner (the "examiner") must hold a valid license from the State of Wisconsin in the field related to the known or suspected disability. The examiner must have extensive training in the evaluation of the area(s) of concern and be able to interpret instructional implications of the evaluation results. In instances where no "applicable license" exists, the evaluator must provide documentation of extensive and recent training and experience related to the known or suspected disability.
 2. The examiner must be located within 100 miles of the District, and must conduct the evaluation within District boundaries.
 3. The examiner may only charge fees for educational evaluation services that, in the sole judgment of the District, are reasonable.
 4. The examiner must be permitted to directly communicate and share information with members of the IEP Team. The examiner must also agree to release the assessment and results, including parent and teacher surveys, prior to receipt of payment for services.
 5. If the District evaluation included an observation of the child in one (1) or more educational settings, the IEE shall include at least one (1) observation in that setting. Evaluators shall make at least one (1) contact with the child's general education teacher for the purpose of determining how the student is progressing in the general curriculum. In addition, evaluators are encouraged to make additional contacts with other involved general or special education teachers. If the purpose of the evaluation is to address a learning disability, an observation of the child is a required evaluation component.
 6. The same criteria apply to both public and independent examiners.

- D. The maximum allowable cost for an examiner will be the average cost per day or per hour for a similarly qualified staff member employed by the District during the current school year, as determined by the Director of Student Services (not to exceed \$400). In the unusual event the examiner is one not typically employed by the District, such as a medical doctor, psychiatrist, clinical psychologist, or other similar professional, reimbursement of costs will be limited to reasonable and customary charges as determined by the District and its insurance carrier. The District shall not be responsible for reimbursement of travel costs or other related costs incurred by the parents in connection with their arrangement of, or their attendance at the IEE, unless the parent can demonstrate that necessary services are not available in the community.
- E. If unique circumstances justify an IEE that exceeds the maximum allowable cost; the District must ensure the IEE is publicly funded. The District will review these circumstances on a case-by-case basis. If the total cost for an IEE exceeds the District's cost criteria and it is determined through appropriate procedures that there is no justification for excess cost, the cost of the IEE will be publicly funded up to the District's maximum allowable cost. If a District determined the cost exceeds the cost criteria, then the District must without unnecessary delay, initiate a due process hearing to demonstrate the evaluation obtained by the parent did not meet appropriate agency criteria. If the parents show that unique circumstances justify an IEE that exceeds the maximum allowable cost, the Board may approve additional expenditures. If the total cost of the IEE exceeds the maximum allowable costs and if, in the District's sole judgment, there is no justification for the excess cost, the cost of the IEE will be funded up to the District's maximum allowable cost and no further. The parents shall be responsible for any remaining cost.

For more information, parents may request a copy of Bulletin 99.02 "Independent Educational Evaluations (IEEs)" from the District or from the Department of Public Instruction, Division of Learning Support: Equity and Advocacy.

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Book	Policy Manual
Section	2000 Program
Title	SCHOOL PERFORMANCE AND STATE ACCOUNTABILITY REPORT CARDS
Code	po2700.01*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	June 22, 2023

2700.01 - **SCHOOL PERFORMANCE AND STATE ACCOUNTABILITY REPORT CARDS**

The Board believes that a vital component of the District's educational programs is ensuring that parents and other individuals are informed of the performance of the schools and the School District. To this end, the Board has adopted this policy.

School Performance Report (SPR)

The Board will publish an annual school and school district performance report including all information prescribed by statute. By January 1st of each year, the Board shall notify the parents of each student enrolled in the District of the right to request a school and School District performance report. Parents shall be notified that the performance report will be provided to the parent electronically unless the parent requests a written copy of the report. By May 1st, the Board shall distribute copies of the report to those who have requested, the report including, students enrolled in charter schools located in the District, that have requested the report.

Per the Wisconsin Department of Public Instruction, the District shall use links to the [WISEdash Public Portal](#) to meet the electronic State School Performance Report requirements.

Title I Provisions of the School/District Accountability Report Card

In any year that the District receives Title I funding, its school/District accountability report card(s) must also include the following information regarding the delivery of Title I services as described in Policy 2261.03.

State Accountability Report Card

A copy of each school's accountability report card as prepared by the Wisconsin Department of Public Instruction shall be provided **by the District** to the parent of each student enrolled in or attending the on an annual basis. The report shall be **provided** ~~sent simultaneously~~ with the ~~notice required in Policy 8146~~ — Notification of Educational Options.

Revised 12/13/16

Revised 5/25/21

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Legal	115.38, Wis. Stats.
	115.385, Wis. Stats.
	20 U.S.C. 6311

Book	Policy Manual
Section	5000 Students
Title	OPEN ENROLLMENT PROGRAM (INTER-DISTRICT)
Code	po5113*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	June 26, 2023

5113 - OPEN ENROLLMENT PROGRAM (Inter-District)

The District will participate in the Wisconsin Public School Open Enrollment Program in accordance with applicable law and the relevant policies and rules of the District, all as amended from time-to-time Laws and the Administrative Rules established by the Department of Public Instruction (DPI).

Subject to the exception that the Board of Education, each January, shall act upon any annual space availability determinations for purposes of nonresident open enrollment into the District, the Board authorizes the Superintendent, or designee of the Superintendent, to make all other decisions and determinations that are necessary or permitted in connection with any open enrollment application or any open enrollment student under this policy and under any related Board approved rule. However, this delegation of authority shall not be construed to prohibit the Superintendent from bringing any such decision or determination of the Board as he/she deems necessary or prudent.

The Sheboygan Area School District (SASD) shall allow nonresident students residing within the State of Wisconsin to attend school full time within the SASD. Nonresident high school students may take up to two (2) courses in the SASD and attend the SASD part time. Resident students shall be permitted to attend school in other districts. Procedures for implementing open enrollment are delineated in 423 Rule.

The SASD shall continue open enrollment among the schools within the SASD boundaries. Intra district open enrollment will be completed before inter district open enrollment is implemented.

SASD policies 411, Equal Opportunities and 411.2, Student Nondiscrimination shall apply to all applicants under this program.

PROCEDURES

DEFINITIONS OF TERMS

The following definitions will apply to the District's Open Enrollment Program.

A Nonresident District

A school district located in Wisconsin which is not a student's district of residence.

B Nonresident Student

A student who does not reside within the geographic boundaries of the District and who seeks admission to this District under the Open Enrollment Program.

C Tuition Student

A nonresident student who attends school in the District and pays tuition in accordance with State law.

D Full-Time Enrollment

A student is enrolled for the entire school day and receives all required education in this District.

E Class Size

The District's determination of the maximum number of students who can be accommodated properly in a particular classroom without jeopardizing the quality of the instructional program and mitigating circumstances for a particular school, class, or program, including enrollment projections established by the District Administrator.

+ Program Size

The enrollment or size restrictions in a specific program within a class or building. The District reserves the exclusive right to establish program size and to limit enrollment based upon the capability to properly allocate available resources, create and maintain a proper learning environment, and comply with contracts, grants, and applicable laws and regulations.

+ Resident Student

A student who is a resident of this District and is consequently entitled to attend school in this District in accordance with Policy 5111 - Eligibility of Resident/Nonresident Students.

Alternative Application under Certain Circumstances

The parent of a student may apply for open enrollment at another time period other than the February to April time period if the student meets one of the following criteria, and shall describe the criteria that the student meets in the application:

- ~~A. The resident school board determines that the student has been the victim of a violent criminal offense, as defined by the department by rule.~~
- ~~B. The student is or has been a homeless student in the current or immediately preceding school year.~~
- ~~C. The student has been the victim of repeated bullying or harassment and all of the following apply:

 - ~~1. The student's parent has reported the bullying or harassment to the resident school board.~~
 - ~~2. Despite the action taken, the repeated bullying and harassment continues.~~~~
- ~~D. The place of residence of the student's parent or guardian and of the student has changed as a result of military orders.~~
- ~~E. The student moved into this state.~~
- ~~F. The place of residence of the student has changed as a result of a court order or custody agreement or because the student was placed in a foster home or with a person other than the student's parent, or removed from a foster home or from the home of a person other than the student's parent.~~
- ~~G. The parent of the student, the resident school board, and the nonresident school board agree that attending school in the nonresident school district is in the best interest of the student.~~

Full-time Open Enrollment Program

+ Annual Space Determinations

During a January meeting, the Board shall establish the availability of space by determining the number of regular education and special education spaces in the schools, programs, classes, or grades. In setting space availability, the Board may choose to set no limitations or may set limits on availability using the following criteria:

1. District practices, policies, procedures, or other factors regarding class size ranges for particular programs or classes.
2. District practices, policies, procedures, or other factors regarding faculty-student ratio ranges for particular programs, classes, or buildings.
3. Enrollment projections, which account for factors that include but are not necessarily limited to, likely short and long term economic development in the community, housing starts, current and future needs for special programs, laboratories, or other initiatives.

+ Processing of Open Enrollment Applications

A parent of a nonresident student may submit an application to attend school in the District during the applicable regular open enrollment period or through the alternative open enrollment process. The application must be submitted using the form designated by the Wisconsin Department of Public Instruction.

Upon receipt of an application, the District Administrator shall confirm that the application is complete or request that it be completed before being further considered.

Parents shall be notified of the determination on their applications on or before the first Friday following the first Monday in June following receipt of the application, or within the timeframe otherwise established by law. If approved, the parent shall be notified of the approval and the specific assignment within the District. If, upon enrollment, the student is appropriately placed in a different grade level, the student shall be so assigned unless applications for that grade level have been denied or there is no longer space available at that grade level.

Any notice of a decision to deny shall include the following:

1. Specific reason(s) for denial and whether the student has been placed on the waiting list.

- 2+ Notice of the parents' right to appeal, the address to send the appeal, and information on where to locate the form required for appeal.

Application of Space Determinations and Random Selection Process

If there are more applications than spaces, the Board will fill the available spaces by random selection. Random selection shall be conducted among the student applications for each grade level. The order of grade level selection shall also be randomly determined. The following considerations will be included in the random selection process:

1+ Preferences

- a+ If the Board has not guaranteed approval in its determination of space availability to currently attending students, it shall grant preference to such students in the random selection process.
- b+ If the Board has not guaranteed approval in its determination of space availability to the siblings of currently attending students, it shall grant preference to such students in the random selection process.

If in any selection process there are more students eligible for preferred treatment than there are spaces available, the Board shall conduct random selection from among the students granted preference. Both currently attending students and siblings of currently attending students who are not guaranteed approval shall be granted equal preference.

- 2+ The sibling of a student selected in the random selection process shall be granted preference to any spaces available that the sibling has applied for, but the sibling may not be approved if there are no remaining spaces for the sibling.
- 3+ The District will establish a numbered waiting list of all applicants. When all available slots have been filled by randomly selecting names from all applicants, the remaining names will be drawn randomly and placed on the waiting list in order of selection, with those students granted a preference under this policy to be included first on the waiting list in random order followed by any other student applicants in random order.

After the date specified in 118.51(3)(a)3., Wis. Stats., the nonresident school board may approve applications it had initially denied if any of the following cause spaces to become available:

- a+ A parent notifies the nonresident school board that the student will not attend the nonresident school district.
- b+ A parent fails to provide the notification accepting open enrollment as required in 118.51(3)(a)6., Wis. Stats.
- c+ The Board determines that additional spaces have become available since its determination at the January Board meeting.

The District shall notify the parent of a student accepted from the waiting list of that student's eligibility to attend the District, unless the student has already enrolled in a different nonresident school district or has since become a resident of the District. The notice shall state the following:

- a+ the school or program the student has been assigned to;
- b+ a date, at least ten (10) calendar days from the date of the notice, by which the parent must accept the open enrollment approval. Failure to timely accept shall be considered rejection and the approval shall be considered rescinded.

~~The student is enrolled in the nonresident district as a full-time student and all educational services are delivered by or through the nonresident district.~~

C. Decisional Criteria for Nonresident Applications

Decisions on nonresident open enrollment applications will be based only on the following criteria:

1. Space availability as defined in this policy.
2. Whether an applicant for a pre-kindergarten, four (4) year old kindergarten, early childhood or school operated day care program resides in a district which offers the program for which application is made.
3. Whether the nonresident student has been expelled from any school district within the current school year or the two (2) preceding school years, or is pending any disciplinary proceeding, based on any of the following activities:
 - a. Conveying or causing to be conveyed any threat of false information concerning an attempt to alleged attempt being made or to be made to destroy school property by means of explosives.

- b. Engaging in conduct while at school or under school supervision that endangered the health, safety, or property of others.
- c. Engaging in conduct while not at school or while not under the supervision of a school authority that endangered the health, safety, or property of others at school or under the supervision of a school authority or of any school employee or Board member.
- d. Possessing a dangerous weapon (as defined in 939.22(10), Wis. Stats.) while on school property or under school supervision.

Notwithstanding the Board's acceptance of a nonresident student's application, the Board may withdraw acceptance if, prior to the beginning of the first school year in which the nonresident student will attend a school in the District, the student is determined to fall under paragraph C. 3.

The Board may request a copy of a nonresident student's disciplinary records from the resident school board.

The resident board shall provide to the nonresident board a copy of any expulsion order or findings, a copy of any pending disciplinary proceedings, a written explanation of said proceeding, the length of the expulsion or possible outcomes of a pending proceeding, and/or such records as permitted by law.

4. Whether the special education program or related services described in the nonresident student's Individualized Education Program ("IEP") are available in the District. Whether a service is available depends on whether existing staff in the District are qualified to provide the service or whether the District has facilities and/or equipment required for the service. A service is not available in the District if that service is currently provided to resident students through contract with a third party. Whether a service is available is not a function of whether there is space available in any program or service. A service may be unavailable even if no space limitations have been established.

5. Whether there is space available in the District to provide the special education or related services identified in the nonresident student's IEP, after consideration of class size limits, student-teacher ratios, and enrollment projections.

6. Whether the nonresident student has been referred to the nonresident student's resident board under 115.777(1), Wis. Stats. or identified by the nonresident student's resident school board under 115.77(1m)(a), Wis. Stats., but not yet evaluated by an individualized education program team.

7. If a nonresident student's IEP is developed or changed after starting in the District, and it is then discovered that the District does not have necessary programs available or does not have space in special education program, the District may notify the student's parent and the student's resident board. If such notice is provided, the nonresident may be transferred to their resident school district.

8. If the Board has made a determination that a nonresident student attending the District under the Open Enrollment Program is habitually truant from the District during either semester of the current school year, the Board may prohibit the student from attending in the succeeding semester or school year, after complying with the requirements of PI 36.09(2).

The habitual truancy determination shall be made on the sole basis of enrollment in the nonresident district. Open enrollment may not be denied based on the student's truancy from any other district.

D. Reapplication Procedures

The Board will not require accepted nonresident students to reapply under the open enrollment policy as long as the student is continuously enrolled in the District.

E. Transportation

The parents of a student attending a nonresident school district will be solely responsible for providing transportation to and from the school site.

The Board will permit a neighboring district to bus resident students from within its boundaries for attendance at the nonresident neighboring district. The District Administrator shall develop procedures for implementing this provision.

Habitually Truant

Habitually truant means being absent from school without an acceptable excuse for part or all of five or more school days during any semester.

Lottery

A random drawing process used to determine which students will be approved for open enrollment when the requests outnumber the spaces available. The random drawing process will be used, as needed, for open enrollment within the SASD, for nonresident open enrollment, for nonresident students on waiting lists, and for resident students who request open enrollment to other districts in the event of statutory limits.

Nonresident District

~~A school district located in Wisconsin that is not a student's district of residence.~~

~~Part-time Open Enrollment~~

~~The high school student is enrolled in the resident district and permitted to attend a nonresident district for no more than two courses. Part-time open enrollment to a nonresident district is not available to resident students enrolled in a private or home-based private educational program.~~

~~Program Size~~

~~The enrollment or size restrictions established in a specific program within a class or building. The SASD reserves the exclusive right to establish program size and to limit enrollment based upon the capability to properly allocate available resources, create and maintain a proper learning environment, and comply with contracts, grants, and applicable laws and regulations.~~

~~School Working Capacity~~

~~The maximum number of students who can be scheduled to attend a school, calculated according to a standard formula for all schools at that level. The capacity of a building may be adjusted due to a change in the use of existing space such as the conversion of a classroom to a computer lab or single use room.~~

~~Senior Status~~

~~A student who has gained 12th grade status and a resident of the SASD at the time of gaining such status shall be permitted to complete 12th grade without payment of tuition, even though the student is no longer a resident of the SASD.~~

~~Sibling~~

~~A sibling is one that shares a parent through birth or adoption. This includes step-siblings who reside in the same household.~~

~~Tuition Student~~

~~A nonresident student who is enrolled in the SASD with tuition paid in accordance with State law.~~

ALTERNATIVE APPLICATION PROCEDURES

The parent of a nonresident student who wishes to attend a school in the District may apply at any time throughout the year by submitting an application under the alternative application procedure if the student satisfies at least one (1) of the statutory criteria and has not applied to more than three (3) nonresident school districts. (See AG 5113 and AG 5113B – Open Enrollment for Students with Disabilities.)

Applications from a nonresident student under the alternative application procedures received after the Board's January meeting, at which it sets open enrollment space availability numbers for the subsequent year, may be approved for the current year if the Board has not imposed a space limitation for the student's current year grade level and also has not imposed a space limitation for the subsequent school year in the student's subsequent grade level. Alternative applications received prior to the 3rd Friday in September may be approved if the Board has approved all applications for that grade level that were received during the regular period, including the offer of enrollment to applicants placed on the waiting list, if any.

DELEGATION TO DISTRICT ADMINISTRATOR

The Board delegates to the District Administrator the authority to approve or deny open enrollment applications including under the alternative procedures consistent with the criteria in this policy and based on the Board's space determinations approved in January of each year.

ANNUAL REVIEW

The Board shall review its Open Enrollment Program annually.

General Provisions

A. A Student, who has been accepted under this program, who has not met the academic prerequisites for participation in a particular program in which the student wishes to enroll shall not be placed in that program.

B. The District's Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity shall apply to all applicants under this program. In addition, the District will not discriminate on the basis of an applicant's intellectual, academic, artistic, athletic, or other ability, talent, or accomplishment, or based on a mental or physical disability, except as provided for in statute authorizing this program.

Application of Emergency Orders

All timelines or other procedures described in this policy and in any implementing administrative guidelines are subject to modification in the event that the State of Federal government issues emergency or other temporary orders affecting any of the subject matter of this policy. The policy automatically incorporates the contents of any such order or proclamation, including any subject matter of this policy. The policy automatically incorporates the contents of any such order or proclamation, including any discretionary authority provided, and delegates by policy and authority to exercise that discretion to the District Administrator.

~~Tuition Waivers~~

~~Students are permitted to attend a nonresident district for an established period of time under state law if they qualify for any of the following waivers:-~~

~~A. Remainder of Current School Year Waiver~~

~~If a student moves on or after October 1 of the current school year and was a resident and enrolled in the nonresident district on either the third Friday in September or the second Friday in January of the current school year, and enrolled in the nonresident district for at least 20 school days, then the student has the right to attend the nonresident district for the remainder of the current school year.-~~

~~B. Additional Year Waiver~~

~~If a student moves after the first Monday in February and prior to July 1, then the student may qualify for an additional year waiver and therefore be permitted to attend the nonresident district. To qualify, the student must have been a resident of the nonresident district on the second Friday in January, and enrolled continuously in the nonresident district from the second Friday in January through the end of the school year. The student must also continue to be a resident of Wisconsin.-~~

~~C. Current Year or Additional Year Waiver If a student moves on or after July 1 and prior to October 1, then the student may qualify for a current year or an additional year waiver and therefore permitted to attend the nonresident district. To qualify, the student must have been a resident of the nonresident district on the second Friday in January, enrolled continuously in the nonresident district from the second Friday in January through the end of that school year, and a resident of the nonresident district on July 1. The student must also continue to be a resident of Wisconsin. The nonresident district determines if the waiver is designated as a current year or additional year waiver.-~~

~~D. Current Year Permissive Waiver~~

~~If a student moves on or after July 1 and prior to October 1 and was not a resident of the nonresident district on the second Friday in January of the prior school year, the student may qualify for a current year permissive waiver. To qualify, the student must have been a resident and enrolled on July 1 of the current school year. If the student was not a resident of the nonresident district on July 1, then a waiver can't be approved.-~~

~~FULL-TIME ENROLLMENT~~

~~A nonresident student may apply for full time enrollment in a public school in the District under the open enrollment program. Applications may be completed and submitted using DPI's online system or by completing the DPI's paper application form and submitting the paper application to the Superintendent or his/her designee. Upon receipt of any paper copy of a nonresident student's application to attend a school or program in the District, office staff shall affix a date stamp (or a written and initialed date) to the application. The application will be reviewed and processed according to District policy and rule.-~~

~~The SASD shall allow nonresident students residing within the State of Wisconsin to attend school full time within the SASD, and resident students shall be permitted to attend school in other districts.-~~

~~A. ACCEPTANCE/REJECTION CRITERIA~~

~~The SASD shall consider the following criteria when accepting or rejecting a nonresident student's application for full time enrollment.-~~

~~1. Acceptance of Students Currently Attending the District~~

~~The SASD is permitted and has elected to accept students who are currently attending the SASD under open enrollment or tuition waiver, and currently attending siblings of such students under Wisconsin State Statute 118.51 (3)-(a)-~~

~~Students who are approved through the open enrollment process are not required to reapply for open enrollment. These students are assured continued enrollment regardless of space availability unless they commit a violation of school rules, which equals an expellable offense, as described under "Student Expulsions/Discipline Related" or if determined to be Habitual Truant as described under "Habitual Truancy" (Board Policy 430).-~~

~~Students enrolled in the SASD through a Remainder of Current School Year Waiver, Additional Year Waiver, Current Year Waiver or Additional Year Waiver, or Current Year Permissive Waiver are allowed to continue their enrollment through the tuition waiver period. However, to attend beyond the tuition waiver period, students are required to apply for open enrollment at the next possible time that the application process is available or Alternative Application under Certain Circumstances. Students attending under a tuition waiver and who apply for open enrollment will be accepted unless they have been found to be habitually truant in the SASD during any semester of attendance in the current or previous school year. The SASD, at its discretion, may reject their open enrollment application for this reason.-~~

~~2~~X Space Availability

~~The District shall consider the availability of space in the schools, programs, classes or levels within the District. When determining space availability, consideration may be given to desired class size limits, desired student teacher ratios, overall building capacity, future enrollment projections, desired program size limitations and known or projected limitations on available staffing and other resources. Based upon a review of the relevant considerations, the Board of Education may annually establish, at a Board of Education meeting held in January, space limitations applicable to nonresident open enrollment.~~

~~Space availability for open enrollment will be determined by establishing an open enrollment ceiling based on the differential between the projected enrollment for the upcoming school year and 90% of the school's or program's working capacity at elementary and middle schools and 100% of the school's or program's working capacity at high schools, as established by the Board of Education. Spaces available for nonresident open enrollment are determined for each building and special education program. This is done by comparing projected enrollment, which has been adjusted to accommodate intra-district open enrollment, with the open enrollment ceiling. The space available within the SASD will be determined by February 1. The first day inter-district open enrollment applications can be accepted is the first Monday in February.~~

~~The following students will be included in the working capacity when determining space availability:~~

- ~~a. Students currently attending under full-time open enrollment and not subject to reapplication.~~
- ~~b. Students currently attending through a current-year tuition agreement.~~
- ~~c. Students who are no longer residents of the SASD but who qualify under a tuition waiver.~~
- ~~d. Students who currently attend the SASD and their currently attending siblings pursuant to Wisconsin State Statute 118.51(3)(a) 2.~~
- ~~e. Students attending under an Alternative Application under Certain Circumstances (defined above and in 118.51(3m)).~~

~~3~~X Preference

~~Preference will be given for the 'spaces' determined under the formula for space availability.~~

- ~~a. Preferences are granted only if space is available.~~
- ~~b. If one (1) student is accepted under the full-time open enrollment process, then preference will be given to their siblings who applied at the same time.~~
- ~~c. If one (1) student from a family is selected in the lottery, then preference will be given to the remaining siblings who applied at the same time.~~
- ~~d. Regardless of the space availability, the SASD shall accept continuing students previously accepted under open enrollment.~~

~~4~~X Guarantee

~~The District grants a guarantee of approval under the space availability criteria to applicants during the regular application period who are students currently attending school in the SASD (excluding part-time attendance by a student who is enrolled in another public school district, a private school, a tribal school or home-based private educational program). In order to be guaranteed, the student must apply at the next possible time the open enrollment application process is available under the February-April application period or Alternative Application under Certain Circumstances.~~

~~5~~X Lottery

~~If the SASD receives more nonresident applications for a particular school or program than there are spaces available at that school or program, the Board of Education directs the Superintendent or his/her designee to determine which students to accept based on a random lottery.~~

~~6~~X School Choice

~~If the parent requests a specific school(s) or program(s) and space is not available, the SASD will approve the application and assign the student to a school or program where space is available and place the student on a waiting list for the specific schools(s) or program(s) applied for if no space is available. However, if the parents do not wish to have their child considered for another school or program, the SASD may (whichever is applicable) deny the application, deny the application and place the student on a waiting list, or offer another school or program where space is available.~~

~~7~~X Schools & Programs with Waiting Lists

~~A. The SASD is permitted and has elected to create a waiting list of students whose applications were rejected due to lack of space availability under Wisconsin State Statutes 118.51 (3) (a) 3 and 118.51 (5) (d). In the event an opening becomes available, students will be selected from the waiting list pursuant to the lottery procedure and the administration of open enrollment waiting lists.~~

- ~~a. The District creates and administers waiting lists for applications received during the regular application period that are initially denied due to space limitations.~~
- ~~b. The District does not administer waiting lists for current year open enrollment applications submitted by nonresident students under the alternative application procedure after the third Friday in September.~~
- ~~c. The District does create and administer waiting lists for the assignment of accepted open enrollment applicants to specific schools/programs for which the applicant has expressed a preference.~~

~~If nonresident students decline acceptance at either their preferred choice or at an alternative location offered by the SASD, they will not be included on the waiting list. These students will need to reapply at the next possible time the open enrollment application process is available.~~

~~8. Random Drawing Process Used When There Are More Regular Period Applications than Available Spaces~~

- ~~a. If there is sufficient space available in the relevant levels/programs to approve all of the timely open enrollment applications that the District has received during the regular application period, regardless of whether some of the applications may be denied due to the application of other District acceptance/denial criteria, the random process identified in this section will not be used and no level based (i.e., elementary, middle, high) or program based waiting lists will be created or maintained.~~
- ~~b. If there are more regular period applications than spaces available for a particular level or special education program, then the following selection procedure shall be used:~~

~~1. Unless the District determines that the application will be denied under some other applicable criteria (i.e., other than space availability), the District will accept the applications of all students who are guaranteed space under Board policy. Eligible currently attending students (who, by DPI rule, are to be included in the count of occupied spaces in the Board's space availability designations) will be accepted without reducing the number of spaces that have been designated as available for open enrollment.~~

~~2. All remaining timely applications (i.e., all applications not guaranteed space under District policy), by level and even if the application is potentially subject to denial under other applicable denial criteria, will be subject to a random selection process with respect to space availability. As the first step in that process, and in the presence of at least two staff members, a random order of consideration will be established:~~

~~The individual applications will be listed and an electronic random number generator will assign a number to each application. The applications shall then be ordered numerically according to the random numbers, with the lowest number being the first considered application and the highest number being the last considered application.~~

~~3. A student who is a child with a disability shall be included in the random selection that determines the District wide order of consideration of remaining applications to assign available spaces by level prior to consideration of the availability of and space within the special education required by the student's individualized education program (IEP).~~

~~4. If, after approving the applications of all students who are guaranteed approval there is no level based space left in the District (i.e., all levels are full), then all remaining applications shall be placed on level based waiting lists, retaining the order of consideration established above (but within the applicable level based list). Applications denied for any additional reason (i.e., at least one reason in addition to a lack of available space) will be removed from the waiting lists before applicants are notified of their position on any waiting list. The level based waiting lists will thereafter be administered as described below.~~

~~5. If, after approving the applications of all students who are guaranteed approval there is remaining space available in one or more level(s)/program(s), the District will proceed to consider each of the applications in the order established through the random process described above.~~

- ~~c. As each application is considered, and if no other basis exists for denying the application, the application will either be accepted and assigned to an available space or denied and placed on the appropriate waiting list(s).~~
- ~~d. As any such application is accepted and assigned to an available space (i.e., there is a space available for the applicant), the District shall give immediate consideration to the application(s) of any remaining sibling applicants in the same family who applied for open enrollment at the same time. The application of any sibling who is entitled to such preferential consideration shall be denied and immediately placed on the applicable waiting list(s) if there is no remaining space in such sibling's level and/or in any special education program or service that may be required for the sibling.~~

- ~~a. Before finalizing the assignment of space, the list of applications that will be accepted, and the initial waiting lists, the District will consider whether any application that has tentatively been assigned to any space or placed on any waiting list is subject to denial due to the application of any criteria other than a lack of level-based or special education space. If so, then:~~
- ~~1. Any such application that has tentatively been assigned to an available space will be denied for the separate reason(s), and the space tentatively assigned to the application will be assigned to an applicant who is listed first on the applicable waiting list; and~~
 - ~~2. Any such application that was tentatively placed on a waiting list shall be denied for both the space availability reasons and for the separate reasons(s) and removed from the waiting list before applicants are notified of their position on the waiting lists.~~
- ~~f. Students with Disabilities Whose Applications Are Potentially Subject to Both Regular Education and Special Education Space Availability Restrictions. For any student with a disability whose application would be accepted but for a space limitation in the student's level (regular education space) and/or in a necessary program/service (special education space), as such a student's name is reached in the random selection process or in the administration of the waiting lists, the District will hold any general education space or special education space to which the student can be assigned until the student's name is reached on the other applicable list. The purpose of placing this hold is to ensure that such a student with a disability is not disadvantaged as they wait for a space to potentially open on the other waiting list (i.e., either the general education or special education waiting list, as applicable). These holds will be maintained until the last day that the District administers its open enrollment waiting lists, at which point the hold shall be released and the space that had been held may be assigned to another student.~~
- ~~g. Exception When Space Limitations Exist only in Special Education. If there is sufficient space available, by level, to accommodate all of the timely applications received during the regular application period, but space limitations exist in one or more special education areas, the random process described above may be limited to special education and to the creation of special education waiting lists.~~

~~9. Administration of Open Enrollment Waiting Lists~~

~~Parents of students accepted for open enrollment notify the SASD of their child's intent to attend. Parents may provide this notification in writing, via phone, fax, or email. This notification must be received by the SASD on or before the last Friday in June. Failure to provide this notification to SASD may deprive the student of open enrollment.~~

- ~~a. As any spaces become available, applications that have not been denied for any reason other than lack of space will be accepted from the waiting list(s). The District may accept students from a waiting list starting on the second Monday in June and ending on the second Friday in August.~~
- ~~b. Parents/guardians will be notified in writing if a space becomes available, including notification of the school or program to which the student has been assigned and the procedures and date by which the parent or guardian must notify the District if the student will attend school in the District. Verbal notice may be provided to the parent or guardian who submitted the application, but verbal notice will be confirmed through a written communication.~~
- ~~Students selected from the waiting list for open spaces shall inform the SASD of acceptance and intent to attend within 10 calendar days from receiving notice or immediately if notified after the start of the school term.~~
- ~~c. If the parent or guardian does not respond in the allotted time, the student's application will be placed at the end of the waiting list and the space will be offered to the next student on the waiting list.~~
- ~~d. For any applicant who is a student with a disability who has been assigned to both a level based waiting list and a special education waiting list, if the student is selected from one such list but not from the other(s), the District will hold the space which became available for the student on a list until either a space on the other waiting list(s) becomes available for the student (at which point the student will be notified that he/she may attend school in the district) or the District reaches the end of the period for which it maintains waiting lists (at which point the space that has been held for the student shall be assigned to the next applicant, if any, on the applicable waiting list).~~
- ~~e. To simplify the administration of the waiting lists, the District may contact the parent or guardian who submitted the application to determine whether they wish to voluntarily be removed from the waiting list(s). If the parent or guardian indicates that they would like to be removed, the District will provide written confirmation of the decision/action to the parent or guardian.~~
- ~~f. After the beginning of the school term but on/before the third Thursday in September and after the student begins attending their resident district, the student may transfer to the nonresident district (SASD) if offered a space from the waiting list. However, if the student has already begun attending a different nonresident district (not SASD), the student may not transfer to the nonresident district that has offered the space from the waiting list.~~

~~BX ALTERNATIVE APPLICATION UNDER CERTAIN CIRCUMSTANCES~~

~~A parent or guardian of a student who wishes to attend school in a nonresident school district may submit an open enrollment application (provided by DPI) outside of the regular open enrollment application period or in lieu of it if the application is for the current school year, the student meets one of the following criteria, and the parent describes the criteria that the student meets in the application:~~

- ~~1. The resident school board determines that the student has been the victim of a violent criminal offense in a school in the resident school district. The application must be made within 30 days of the resident school board's determination.~~
- ~~2. The student is or has been a homeless student in the current or immediately preceding school year.~~
- ~~3. The student has been the victim of repeated bullying and harassment and all of the following apply: (a) the student's parent or guardian must have reported the bullying or harassment to the school board or designee under a bullying/harassment complaint process (b) in spite of action taken by the board or designee the repeated bullying and harassment continues.~~
- ~~4. The place of residence of the student's parent or guardian and of the student has changed as a result of military orders. The application must be made within 30 days of the date on which the military orders changing the place of residence were issued.~~
- ~~5. The student moved into Wisconsin. The application must be made within 30 days after moving into the state.~~
- ~~6. The student's residence has changed as a result of a court order or custody agreement or because the student was placed in or removed from a foster home or with a person other than the student's parent. The application must be made within 30 days after the student's change in residence.~~
- ~~7. The student's attendance in a school in the nonresident school district is considered to be in the best interest of the student. The application must explain the reasons for requesting this exception and why attendance at the nonresident school district is in the best interest of the student.~~

~~When the District receives an open enrollment application that has been submitted under the alternative open enrollment criteria outlined above, whether it is submitted by a nonresident student or a resident student, the application shall be forwarded to the Superintendent or his/her designee for review and recommendations.~~

~~The District will notify the parent in writing, and within 20 calendar days after receiving the application, whether it has approved or denied the application. If the District approves the application, it will identify the specific school or program the student may attend.~~

~~If the District approves the application, the student may immediately begin attending the District (nonresident) and must begin attending the District no later than the 15th day following receipt of the notice of approval. If the student has not enrolled in or attended the District by the 15th day after receiving notice of approval, the District may notify the parent that the student may not attend the District.~~

~~"Best Interests" Determinations under the Alternative Open Enrollment Application Criteria and Procedures.~~

~~If a parent or guardian applies for open enrollment under the alternative open enrollment application criteria and procedures and relies on the "best interests of the student" criteria, the District shall review the information and rationale provided by the parent(s) or guardian(s) and make a determination as to whether the District agrees with the parent(s) or guardian(s) that attending school in the District pursuant to the application is in the student's best interests. If the District determines that attendance would not be in the student's best interests, the application shall be denied on that basis.~~

~~OX ASSIGNMENT OF ACCEPTED APPLICANTS TO A SCHOOL/PROGRAM~~

~~The District shall assign nonresident students accepted for full time open enrollment to a school or program. Any preferences identified by the applicant cannot be guaranteed. In making such assignments, the District may give preference in attendance at a particular school or program to residents of the District. Any admission requirements and pre-requisites for attendance in any specialized school or program that apply to resident students also apply to non-resident students. In addition, any nonresident open enrollment student must meet the in person/physical attendance requirements established by law.~~

~~PART-TIME ENROLLMENT~~**~~ACCEPTANCE/REJECTION CRITERIA~~**

~~A nonresident student enrolled in a public high school in another district may attend school in the SASD on a part time basis in accordance with Wisconsin State Statute 118.52.~~

~~The student and his/her parent or guardian wishing to participate in the part time open enrollment program are solely responsible for (1) following all application procedures, (2) providing express notice to the applicable school districts that confirms the student's intent to attend a course into which the student has been accepted, and (3) must meet relevant deadlines, as such requirements~~

are further defined in state law, any applicable state regulations, or the policies and procedures of the applicable school districts. Failure to submit a timely and complete application or a failure to follow other mandatory procedures is grounds for loss of the opportunity to participate in the course(s).

The Superintendent or his/her designee shall be responsible for (1) ensuring that the District appropriately processes all resident and nonresident student applications for the part-time open enrollment program; (2) determining whether the District will approve or deny individual applications based on the criteria established in state law, any applicable state regulations, and applicable District policies and procedures; and (3) determining whether each course identified on an application satisfies any of the District's high school graduation requirements. The District shall notify the applicant, in writing, if a course will not satisfy a graduation requirement.

Transportation to and from any course(s) taken under this policy shall be the sole responsibility of the student's parent or guardian, unless state or federal law otherwise requires a school district to provide transportation.

The following criteria will be used for acceptance or rejection of applications:

~~A. Space Availability~~

A high school student may enroll in no more than two (2) courses at any time and only in those courses that have space available. Traditional courses (those that are staffed at 28.5 students to one instructor ratio) will be closed for open enrollment when an enrollment of 27 students is reached.

Classes that use specialized equipment, ELL classes, AP classes, music performance classes, or any other unique course, will establish a cap for nonresident transfers that is 90% of the typical maximum enrollment. Part-time nonresident students with disabilities will be accepted under the same space requirements as full-time nonresident students with disabilities.

~~B. Preferences~~

1. First preference for space available will be given to resident private or home-based private school students who wish to take one or two courses at one of the high schools. Private or home-based private educational school students must meet the standards for admission to high school and must be residents of the SASD.

2. Remaining space will be available to nonresident students who apply within the legal timeframes and meet all other criteria of part-time open enrollment and all criteria required of resident students.

3. If the SASD receives more nonresident applications for a particular course than there are spaces available in that course, the Board of Education shall determine which students to accept based on a lottery.

~~C. Other Criteria~~

1. SASD students with disabilities will be denied enrollment in another district if the course(s) conflicts with the student's IEP.

2. The resident district must pay tuition for courses taken by nonresident students, calculated in a manner determined by the DPI. A nonresident student will be rejected by the SASD if undue financial hardship to the SASD is incurred.

3. The SASD will notify any resident student requesting part-time enrollment in a course in another district, prior to the course beginning, if the course does not satisfy high school graduation requirements.

~~D. Records~~

Academic records of part-time students will be forwarded to the resident school upon completion of the course(s).

~~STUDENT EXPULSIONS/DISCIPLINE RELATED~~

As provided in Wisconsin State Statutes 118.51(5)2. and 120.13(1)(f), the SASD, at its discretion, may deny enrollment of a nonresident student that is currently expelled from any of the following:

- A. Another Wisconsin public school district;
- B. A public school located in another state; or
- C. An independent charter school located in Wisconsin.

The SASD will consider certain disciplinary issues that fall into the following categories, even when the student is not under an expulsion order that extends into the year in which the student would begin to attend the SASD or where a disciplinary proceeding involving the student is pending for any of the following reasons:

- A. Conveying or causing to be conveyed any threat or false information concerning an attempt or alleged attempt to be made to destroy any school property by means of explosives;
- B. Engaging in conduct while at school or while under the supervision of a school authority which endangered the health, safety, or property of others.

- ~~C~~ Engaging in conduct while not at school or while not under the supervision of a school authority which endangered the health, safety, or property of others at school or under the supervision of a school authority or of any employee of the school district or member of the Board of Education; or
- ~~D~~ Possessing a dangerous weapon, as defined in Wisconsin State Statute 939.22(10), while at school or while under the supervision of a school authority.

In cases involving student conduct (or, where applicable, alleged conduct) that falls into one of the above listed categories, the SASD may deny an application for the following reasons:

- ~~A~~ If the student has been expelled from school by any public school district during the current or two preceding school years;
- ~~B~~ If a disciplinary proceeding involving a violation of a school code of conduct is pending; or
- ~~C~~ If any of the aforementioned circumstances occur after the student has been accepted for enrollment and prior to the beginning of the school year in which the student first attends school in the District under open enrollment, the student's acceptance for open enrollment may be withdrawn.

If any of the aforementioned circumstances pertain to nonresident students applying or accepted for open enrollment, they will retain their expulsion status and only be permitted to attend certain SASD schools if space is available including any required special education services. Their status as an expelled student will remain until their expulsion order has ended.

Also, if approved and enrolled, the nonresident student's activities will be restricted to the approved school and they will not be permitted to participate in other SASD activities such as co-curricular programs and other school events for the term of the expulsion order unless administrative approval is obtained.

~~HABITUAL TRUANCY~~

~~A~~ **Habitual Truancy of Open Enrollment Student Applicant:**

As provided in Wisconsin Statute 118.51 (5)(3.), the Board will consider as part of their criteria for accepting or rejecting full time open enrollment applications from nonresident students whether the nonresident school board determined that the student was habitually truant from the nonresident school district during any semester of attendance at the nonresident school district in the current or previous school year. 'Habitually truant' means being absent from school without an acceptable excuse for part or all of five or more school days during any semester.

~~B~~ **Habitual Truancy of Current Open Enrollment Student:**

If the Board determines that a student attending the District under the full time open enrollment law is habitually truant from the District during either semester in the current school year, the Board may prohibit the student from attending the District under the open enrollment law in the succeeding semester or school year (Board Policies 430 and 431).

~~C~~ **Open Enrolled Students to Virtual Charter School and Student's Failure to Participate:**

In the event an open enrolled student to the virtual charter school fails to respond to school assignments or directives three times within a semester and is referred to the school board, the school board may take action authorized by state law and Board Policies 430 and 431 to include transfer back to his or her resident school district.

~~D~~ **Prohibiting a Child's Attendance in a Succeeding Semester or School Year:**

Before a nonresident School Board may prohibit a child's attendance in a succeeding semester or school year under 118.51(11), Stats., the nonresident School Board shall do all of the following:

- ~~1~~ Provide the following notifications to the parent and the child when the child enrolls in the nonresident school district:
 - ~~a~~ The School Board's truancy and attendance policy.
 - ~~b~~ The open enrollment consequences of habitual truancy.
 - ~~c~~ A clear explanation of what constitutes truancy, including what constitutes "part of a school day."
 - ~~d~~ A description of the notifications, including the manner of delivery, a parent will receive when a child is absent, is truant, or is habitually truant. Each notification shall inform the parent that the child's open enrollment may be terminated if the child is habitually truant.
 - ~~e~~ How and where the parent can view the child's attendance record.
- ~~2~~ Each notification provided under 118.16(2), Stats., shall notify the parent or child of the consequences of habitual truancy on open enrollment.
- ~~3~~ Provide the parent and child with a list of all unexcused absences and trancies that resulted in the board's proposed action to prohibit the child's attendance in a succeeding semester or school year.

- ~~4. Allow the parent or child to explain why they believe there was any error in making an absence as truancy, using the process described in the board's policy.~~

~~**B Appeals to Open Enrollment Decisions Made Based on Habitual Truancy or Virtual Charter Student's Failure to Participate:**~~

~~A nonresident student's parent or guardian may appeal to the DPI a rejection of the student's full time open enrollment in a nonresident school district based on the student's habitual truancy or a transfer back to the resident school district based upon the failure to participate.~~

~~**STUDENTS WITH DISABILITIES**~~

~~Upon receipt of a request for open enrollment of a nonresident student with a disability, the SASD will request student records from the student's resident district or currently attending district if different than the resident district. The records will be reviewed with the primary focus being the student's most recent special education evaluation and current Individual Educational Plan (IEP).~~

~~**A Students with Disabilities but No Current IEP**~~

~~Where an application is submitted by a student with a disability but there is no current IEP available for the student, the District will use the procedures defined in law (Wisconsin Administrative Code Public Instruction) to determine whether the District has the appropriate special education program, related services or space available.~~

~~The SASD will accept nonresident students that meet criteria delineated in this policy for all students, as well as the following criteria specific to students with disabilities:~~

- ~~1. The open enrollment application contains information that accurately reflects the student as a student with a disability with a current IEP.~~
- ~~2. The special education and related services in the student's IEP are available in the SASD.~~
- ~~3. There is space available in the school, special education program, related services, and integrated environments identified in the student's IEP.~~
- ~~4. The student has an evaluation, IEP, and placement that are current, complete, and procedurally correct at the time of the open enrollment application.~~
- ~~5. The resident district approves the open enrollment request.~~

~~**B Students Referred for a Special Education Evaluation**~~

~~An open enrollment application shall be denied if the nonresident student has been referred or identified as having a possible disability but has not yet been evaluated by an IEP team in the resident district. To the extent permitted by DPI, and assuming other acceptance criteria are and continue to be met, such a student's parent or guardian may request that the District reconsider a denial under this criteria if the IEP (or a finding of no disability) is forwarded to and reviewed by the District prior to the close of the period during which the District would normally continue to process and accept applications from any waiting lists and if the District concludes that such reconsideration would not be prejudicial to any other applicant.~~

~~The SASD is responsible for providing a free appropriate public education (FAPE) to all open enrolled nonresident students. This includes assurances that special education and related services are provided at public expense, meet the standards of the DPI, and are provided in conformity with the IEP. This includes the provision of transportation if required as a related service. Reevaluations of nonresident students will include representation from the resident district.~~

~~If a nonresident student receives his/her initial individualized education program (IEP) while attending the District under open enrollment, or if a nonresident student's IEP changes after the student begins attending school in the District, or if the District has approved an application for a student without an IEP and it is subsequently determined that the student is a child with a disability for whom there is either a record of a previous special education evaluation or a prior IEP based upon such evaluation, then the student may be returned to his/her resident district if the District determines either that the special education or related services required for the student are not available in the District or that there is no space available.~~

~~An increase in special education program and related service enrollments that are due to placements of additional resident students will not jeopardize the nonresident student's enrollment in the SASD.~~

~~SASD students with disabilities that apply for open enrollment to other districts may be denied if the services in the IEP that are provided by the SASD are not available in the nonresident district or space is not available in the special education program or related services. Transportation, if a related service, would be the responsibility of the nonresident district.~~

~~**APPEAL PROCESS**~~

~~If the SASD rejects an application for full time open enrollment during the normal open enrollment application period, the student's parents or guardians may appeal the decision to the DPI within 30 days of the receipt of the notice of denial. State law requires the DPI to affirm the school board's decision unless it finds that the decision is arbitrary or unreasonable.~~

~~For an alternative open enrollment application, a nonresident school district's denial may not be appealed to the DPI.~~

REAPPLICATION

Once a nonresident student is accepted as an open-enrolled student in the SASD, he/she may continue to attend within the SASD in succeeding school years without reapplying.

Nonresident students will transition to the same middle and high school as their attendance area peers. If resident students transition to more than one middle or high school, then the nonresident students will be afforded a choice of schools.

PRIVATE SCHOOL OR HOME-BASED PRIVATE EDUCATIONAL PROGRAM

Prior to attending as an accepted open-enrolled student in a nonresident district, but in no case later than the first day of the school year, private school or home-based private educational program students must enroll in their resident district.

VOIDING OF OPEN ENROLLMENT STATUS

If an open-enrolled student does not attend on or before the third Friday in September or if the student is expelled, the open enrollment status ends. Also, if an open-enrolled student withdraws from SASD, or enrolls in another school district, charter school, private school, or home-based private educational program, in or out of Wisconsin, open enrollment is terminated and the student will not be permitted to re-enroll without reapplying and being approved through the open enrollment process.

Furthermore, parents/guardians of newly accepted students have an obligation to notify the SASD of their child's intent to attend by the last Friday in June. If they fail to do so and a student(s) is accepted from the waiting list, the original acceptance may be voided and the student may not be permitted to attend the SASD.

TRANSPORTATION

The parents/guardians of nonresident students, private school students and home-based private program students attending a school full-time in the SASD are responsible for student transportation to and from the school. Low-income assistance may be available for students who meet the State requirements. If the nonresident open-enrolled student is a student with a disability and transportation is required in the student's IEP, the SASD is responsible for transporting the student.

RIGHTS OF NONRESIDENT STUDENTS

Nonresident students, with the exception of nonresident expelled students, have all the rights and privileges and are subject to the same rules and regulations as students residing in the SASD, which includes payment of school fees required of resident students. Although nonresident expelled students may be accepted by the SASD for open enrollment, they retain status as an expelled student until the end of the expulsion order term. They are also subject to various restrictions as identified under the "Student Expulsion/Discipline Related" section of this policy.

Participation in interscholastic athletics must comply with pertinent regulations of the Wisconsin Interscholastic Athletic Association (WIAA) and any relevant league standards regarding the eligibility of transfer students for participation in interscholastic athletics.

Nonresident students also have the right to request and be considered for transfer to another school in the SASD through the intra-district open enrollment process unless they are an open-enrolled expelled student.

A student may return to his or her resident school at any time. The parent shall notify both the resident and the nonresident school district of this decision in writing.

RELEASE OF RESIDENT STUDENTS APPLYING FOR OPEN ENROLLMENT

The Board of Education shall release any resident student who wishes to apply for open enrollment in another school district. The maximum number of students who may be released in any given school year will comply with statutory limitations, if any. If there are more requests than can be accommodated within the statutory limits, a lottery will be used to determine those students eligible. An application may be denied if the resident student is ineligible for open enrollment under state law (e.g., the student does not meet the age requirements for school attendance or for early admission, the District does not have the same program offered by the nonresident district, etc.) or the application is determined to be invalid (e.g., the application is incomplete, untimely, or in excess of the number of allowable applications).

If the student has applied for open enrollment under the alternative open enrollment application criteria and procedures authorized by law, the District shall deny the student's open enrollment if the District determines that none of the criteria relied on by the student to submit the application apply to the student. However, prior to denying an alternative application on the basis that the parent or guardian did not provide enough information to allow the District to assess whether the student has been the victim of repeated bullying or whether open enrollment would be in the best interests of the student, the District shall offer the parent or guardian an opportunity to provide additional information.

RELEASE OF RECORDS

The Superintendent or his/her designee will ensure that the records of a resident student who transfers to a nonresident district are sent promptly to the other district.

EARLY ADMISSION TO KINDERGARTEN AND FIRST GRADE

Nonresident children applying for open enrollment that are not age eligible will not be considered for early admission. Wisconsin State Statute 118.14 mandates that a child must be four years old on or before September 1 to enter a four-year-old kindergarten and five years old on or before September 1 to enter a five-year-old kindergarten and six years old on or before September 1 to enter first grade.

TIMELINES

January

Spaces available for intra-district open enrollment are determined for each school by comparing projected enrollment for the fall term with open enrollment ceilings.

Parents requesting intra-district open enrollment must submit applications prior to February 1.

Spaces available for nonresident open enrollment are determined for each school and special education program. This is done by comparing projected enrollment, which has been adjusted to accommodate intra-district open enrollment, with the open enrollment ceiling.

By First Friday in March

The SASD notifies applicants for intra-district open enrollment, approving or denying the application.

February through April

Nonresident parents submit applications to the SASD and resident parents submit applications to other districts requesting open enrollment.

Applications cannot be submitted before the first Monday in February and no later than 4:00 PM on the last weekday in April.

April/Early May

The SASD cannot act on any application before May 1.

Expulsion and special education records will be sent to the resident school district. Records will be sent no later than the first Friday following the first Monday in May.

The SASD will request records of students who have applied for open enrollment to the SASD. The nonresident district must send the records no later than the first Friday following the first Monday in May. If the student is not attending the resident district, SASD will request records from the school district the student is currently attending.

Early June

The SASD will notify the nonresident applicants, in writing, that the application has been accepted or denied on or before the first Friday following the first Monday in June. The notice will state the reason(s) for denial.

Nonresident applicants will also be notified if they were placed on a waiting list due to lack of space.

The SASD will notify accepted nonresident applicants, in writing, on or before the first Friday following the first Monday in June of the specific school or program that the student may attend in the following school year.

The SASD will notify resident applicants and the nonresident school district, in writing, if it is denying the application of a student requesting open enrollment in another district on or before the second Friday following the first Monday in June. The notice will state the reason(s) for denial.

June/Early July

Parents may appeal a rejection or denial to the DPI within 30 days of the receipt of the notice of denial.

June

Nonresident parents must notify the SASD on or before the last Friday in June to verify that the student who has been accepted will indeed attend school in the SASD in the following school year.

As any spaces become available, applications that have not been denied for any reason other than lack of space will be accepted from the waiting list(s). The District may accept students from a waiting list starting on the second Monday in June and ending on the second Friday in August.

On or Before July 7

The SASD will report the names of students it has accepted for open enrollment, including those continuing open enrolled students, to the resident school districts.

On or Before July 15

Parents requesting part time attendance for a course beginning in the first semester must apply no later than six weeks before the starting date of the course. This includes students within the SASD requesting courses at another high school, private and home based private students who live in the SASD, and nonresident students.

August

The SASD will notify applicants of acceptance or rejection for part time attendance no later than one week before the start of the course.

The SASD will notify resident students requesting part time attendance in another district if their applications are being denied, or if the course does not satisfy high school graduation requirements.

August and September

Private school or home based private educational program students must enroll in their resident district no later than the first day of school.

Nonresident parents must notify SASD within 10 calendar days of receiving an offer from the waiting list whether the student will attend. If a nonresident student is offered a space from the waiting list after the beginning of the school term, the parent must immediately notify SASD whether the student will attend.

November

Parents requesting part time attendance for a course beginning in the second semester must apply no later than six weeks before the starting date of the course. This includes students within the SASD requesting courses at another high school, private and home based private educational students who live in the SASD, and nonresident students.

Revised 11/25/14

Revised 12/13/16

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Legal

118.51 Wis. Stats.

Wis. Admin. Code Ch. P.I. 36

Book	Policy Manual
Section	5000 Students
Title	ATTENDANCE
Code	po5200 *pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	June 22, 2023

5200 - **ATTENDANCE**

State law requires the Board to enforce the regular attendance of students. Further, the Board recognizes that the District's educational program is predicated upon the presence of the student and requires continuity of instruction and classroom participation. The regular contact of students with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose.

All children between six (6) and eighteen (18) years of age shall attend school regularly during the full period and hours, religious holidays excepted, that the school in which the child is enrolled is in session until the end of the term, quarter, or semester of the school year in which the child becomes eighteen (18) years of age, unless they fall under an exception under State law, this policy, or administrative guideline issued under this policy. A child who is enrolled in five (5) year-old kindergarten shall attend school regularly, religious holidays excepted, during the full period and hours that kindergarten is in session until the end of the school term.

Parent Notification of Absence required

The District Administrator shall require, from the parent or guardian of each student or from an adult student, who has been absent for any reason a written, signed, dated statement or phone call stating the reason for the absence and the time period covered by the absence. The Board reserves the right to verify such statements and to investigate the cause of each:

- A. single absence;
- B. prolonged absence;
- C. repeated unexplained absence and tardiness.

School Attendance Officer

The District Administrator shall designate an administrator at each school to be the School Attendance Officer. The School Attendance Officer shall perform any duties and responsibilities ~~as s/he is required to perform~~ by State law, this policy, and any administrative guidelines issued by the school. The duties of the School Attendance Officer shall include, but not be limited to, the following.

- A. Determining daily from attendance reports submitted by teachers which students enrolled in the school are absent from school and whether the absence is excused.
- B. Submitting to the District Administrator, on or before August 1st of each year, a report of the number of students enrolled in the school who were absent in the previous year and whether the absences were excused. The District Administrator shall then submit this information to the State Superintendent.
- C. Providing student attendance information to individuals and agencies for purposes authorized by State law and the Board's Policy 8330 - Student Records.

Excused Absences

As required under State law, a student shall be excused from school for the following reasons:

A. Physical or Mental Condition

The student is temporarily not in proper physical or mental condition to attend a school program.

B. Obtaining Religious Instruction

To enable the student to obtain religious instruction outside the school during the required school period (see Policy 5223 - Absences for Religious Instruction).

C. **Permission of Parent or Guardian**

The student has been excused by **their his/her** parent or guardian before the absence for any or no reason. A student may not be excused for more than ten (10) days per school year under this paragraph and must complete any course work missed during the absence. Examples of reasons for being absent that should be counted under this paragraph include, but are not limited to, the following:

1. professional and other necessary appointments (e.g., medical, dental, and legal) that cannot be scheduled outside of the school day
2. to attend the funeral
3. legal proceedings that require the student's presence
4. college visits
5. job fairs
6. vacations

D. **Religious Holiday**

For observance of a religious holiday consistent with the student's creed or belief.

E. **Suspension or Expulsion**

The student has been suspended or expelled.

F. **Program or Curriculum Modification**

The Board has excused the student from regular school attendance to participate in a program or curriculum modification leading to high school graduation or a high school equivalency diploma as provided by State law.

G. **High School Equivalency – Secured Facilities**

The Board has excused a student from regular school attendance to participate in a program leading to a high school equivalency diploma in a secured correctional facility, a secured child caring institution, a secure detention facility, or a juvenile portion of a county jail, and the student and **the student's his/her** parent(s) or guardian agree that the student will continue to participate in such a program.

H. **Child at Risk**

The student is a "child at risk" as defined under State law and is participating in a program at a technical college on either a part-time or full-time basis leading to high school graduation, as provided under State law.

I. **Election Day Official**

A high school student, **including students enrolled in private schools and students enrolled in home-based private education,** age sixteen (16) or seventeen (17) is permitted to be excused to serve as an election official provided that the following criteria are met: (1) the student has the permission of **their his/her** parent to serve as an election official on election day; (2) the student has signed up and the municipal clerk has informed the principal that the student has been assigned to serve in this capacity; and (3) the student has at least a 3.0 grade point average or equivalent, or has met alternative criteria established by Board, if any. The principal shall promptly notify the municipal clerk or the board of election commissioners of the municipality that appointed the child as an election official if the child no longer has at least a 3.0 grade point average or the equivalent, or no longer meets the established alternative requirements. A student's absence to serve as an election official under this policy shall be treated as an excused absence. Where possible students are encouraged to provide advance notice as much as possible. Students are responsible for completing any missed school work and responsible for making appropriate arrangements to do so.

A student **may** be excused from school, as determined by the School Attendance Officer, or **the School Attendance Officer's his/her** designee, for the following reasons:

A. **Quarantine**

Quarantine of the student's home by a public health officer.

B. **Illness of an Immediate Family Member**

The illness of an immediate family member.

C. Emergency

An emergency that requires the student to be absent because of familial responsibilities or other appropriate reasons.

Unexcused Absences

Unexcused absences demonstrate a deliberate disregard for the educational program and are considered a serious matter. The District Administrator shall develop administrative guidelines to address unexcused absences.

Late Arrival and Early Dismissal

It is necessary that a student be in attendance throughout the school day in order to benefit fully from the educational program of the District.

The Board recognizes, however, that from time-to-time compelling circumstances require that a student be late to school or dismissed before the end of the school day.

As agent responsible for the education of the children of this District the Board shall require that the school be notified in advance of such absences by written (including email) or personal (phone or face-to-face) request of the student's parent, who shall state the reason for the tardiness or early dismissal. Justifiable reasons shall be determined by the school principal.

No student who has a medical disability which may be incapacitating may be released without a person to accompany him/her.

No student shall be released to anyone who is not authorized by a parent with authority to do so.

Truancy Plan

The Board will issue a Truancy Plan based upon the recommendations of the County Truancy Committee convened under State law, the Board's policies and procedures, and applicable provisions of State law. The Board will review and, if appropriate, revise the Truancy Plan at least once every two (2) years.

The Truancy Plan will include, at a minimum, the following:

- A. procedures to be followed for notifying the parents or guardians of the unexcused absences of a student who is truant or a habitual truant and for meeting and conferring with such parents or guardians
- B. plans and procedures for identifying truant children of all ages and returning them to school, including the identity of school personnel to whom a truant child shall be returned
- C. methods to increase and maintain public awareness of and involvement in responding to truancy within the school district
- D. a provision addressing the immediate response to be made by school personnel when a truant child is returned to school
- E. the types of truancy cases to be referred to the District Attorney and the time periods within which the District Attorney will respond to and take action on the referrals
- F. plans and procedures to coordinate the responses to the problems of habitual truants, as defined under Sec. 118.16(1)(a), Wis. Stats., with public and private social services agencies
- G. methods to involve the truant child's parent or guardian in dealing with and solving the child's truancy problem

A student will be considered truant if s/he is absent part or all of one (1) or more days from school during which the School Attendance Officer, principal, or a teacher has not been notified of the legal cause of such absence by the parent or guardian of the absent student. A student who is absent intermittently for the purpose of defeating the intent of the Wisconsin Compulsory Attendance Statute Sec. 118.15, Wis. Stats., will also be considered truant.

A student will be considered a habitual truant if the student s/he is absent from school without an acceptable excuse for part or all of five (5) or more days on which school is held during a school semester.

Notice of Truancy

The School Attendance Officer shall notify a truant student's parent or guardian of the student's truancy and direct the parent or guardian to return the student to school no later than the next day on which school is in session or to provide an excuse for the absence. The notice under this paragraph shall be given before the end of the second school day after receiving a report of an unexcused absence. The notice may be made by electronic communication, personal contact, telephone call, or 1st class mail, and a written record of this notice shall be kept. The School Attendance Officer shall attempt to give notice by personal contact, telephone call, or, unless the parent has refused to receive electronic communication, notice by 1st class mail may be given. This notice must be given every time a student is truant until the student becomes a habitual truant.

Notice of Habitual Truancy

When a student initially becomes a habitual truant, the School Attendance Officer shall provide a notice to the student's parent or guardian, by registered or certified mail, or by 1st class mail. The School Attendance Officer may simultaneously notify the parent of the habitually truant student by electronic communication. The notice must contain the following:

- A. a statement of the parent's or guardian's responsibility under State law to cause the student to attend school regularly
- B. a statement that the parent, guardian, or student may request program or curriculum modifications for the student under State law and that the student may be eligible for enrollment in a program for children at risk
- C. a request that the parent or guardian meet with the appropriate school personnel to discuss the student's truancy

The notice shall include the name of the school personnel with whom the parent or guardian should meet, a date, time, and place for the meeting and the name, address, and telephone number of a person to contact to arrange a different date, time, or place. The date for the meeting shall be within five (5) school days after the date that the notice is sent, except that with the consent of the student's parent or guardian the date for the meeting may be extended for an additional five (5) school days.

- D. a statement of the penalties, under State law or local ordinances that may be imposed on the parent or guardian if ~~upon failure s/he fails~~ to cause the child to attend school regularly as required by State law

The School Attendance Officer will also continue to notify the parent or guardian of a habitual truant's subsequent unexcused absences.

Referral to the District Attorney

Truancy cases will be referred to the District Attorney as provided in the County Truancy Committee Plan. The School Attendance Officer will ensure that appropriate school personnel have done the following before any case is referred to the District Attorney:

- A. met with the student's parent or guardian to discuss the student's truancy or attempted to meet with the student's parent or guardian and received no response or were refused
- B. provided an opportunity for educational counseling to the student to determine whether a change in the student's curriculum would resolve the student's truancy and have curriculum modifications under State law
- C. evaluated the student to determine whether learning problems may be a cause of the student's truancy and, if so, have taken steps to overcome the learning problems, except that the student need not be evaluated if tests administered to the student within the previous year indicate that the student is performing at ~~his/her~~ grade level
- D. conducted an evaluation to determine whether social problems may be a cause of the student's truancy and, if so, have taken appropriate action or made appropriate referrals

Note that paragraph A. is not required if the meeting between school personnel, the student, and the student's parent or guardian, which was requested in the Notice of Habitual Truancy to the parent or guardian, did not occur within ten (10) school days after the Notice was sent. Paragraphs B., C., and D. are not required if appropriate school personnel were unable to carry out the activity due to the student's absences from school.

Make-up Course Work and Examinations

Students who are absent from school, whether the absence was excused or unexcused, shall be permitted to make-up ~~course work~~ and examinations missed during the absence when they return to school. It is the student's responsibility to contact ~~their~~ ~~his/her~~ teachers to determine what course work and examinations must be made-up. Teachers shall have the discretion to assign substitute course work and examinations. Teachers shall also have the discretion to specify where and when examinations and course work shall be completed, including outside regular school hours. The time for completing the work shall be commensurate with the length of the absence unless extended by the principal based upon extenuating circumstances.

District Administrator Guidelines

The District Administrator shall develop administrative guidelines concerning the attendance of students which:

- A. ensure a school session which is in conformity with the requirement of the law;
- B. ensure that students absent for an excusable reason have an opportunity to make-up work they missed;
- C. govern the keeping of attendance records in accordance with State law;
- D. facilitate implementation of the Truancy Plan;
- E. identify the habitual truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;
- F. ensure that any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence is referred for evaluation for eligibility either under the Individuals with Disabilities

Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 and Chapter 115, Wis. Stats.;

- G. provide that a student's grade in any course is based on his/her performance in the instructional setting and is not reduced for reasons of conduct. If a student violates the attendance or other rules of the school, s/he should be disciplined appropriately for the misconduct, but his/her grades should be based upon what the student can demonstrate s/he has learned;
- H. ensure that all parents and students are informed of the District's Attendance Policy and related guidelines;
- I. enable the School Attendance Officer to perform his/her duties under State law and this policy; and
- J. address unexcused absences.

Revised 12/13/16
Revised 12/11/18

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Legal	118.15, Wis. Stats.
	118.153, Wis. Stats.
	118.16, Wis. Stats.
	118.162, Wis. Stats.

Book	Policy Manual
Section	5000 Students
Title	STUDENT ACCIDENTS/ILLNESS/CONCUSSION & SUDDEN CARDIAC ARREST
Code	po5340*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	June 22, 2023

5340 - **STUDENT ACCIDENTS/ILLNESS/CONCUSSION & SUDDEN CARDIAC ARREST**

The Board believes that school personnel have certain responsibilities in case of accidents, illness or concussions that occur in school. Said responsibilities extend to the administration of first aid by persons trained to do so, summoning of medical assistance, notification of administration personnel, notification of parents, and the filing of accident reports.

Accidents

Employees should administer first aid within the limits of their knowledge of recommended practices. All employees should make an effort to increase their understanding of the proper steps to be taken in the event of an accident. However, any staff member or volunteer who, in good faith, renders emergency care to a student is immune from civil liability for their his/her acts or omissions in rendering such emergency care.

The District Administrator may provide for an in-service program on first aid and CPR procedures.

The administrator in charge must submit an accident report to the District Administrator on all accidents.

Illness

School personnel shall not diagnose illness or administer medication of any kind except in accordance with Policy 5330 and AG 5330.

Concussion

A concussion is a type of traumatic brain injury. Concussions occur when there is a forceful blow to the head or body that results in rapid movement of the head and causes any change in behavior, thinking, or physical functioning. Concussions are not limited to situations involving loss of consciousness. Some symptoms of a concussion include headache, nausea, confusion, memory difficulties, dizziness, blurred vision, anxiety, difficulty concentrating, and difficulty sleeping.

At the beginning of a season of any athletic sport, the athletic director shall distribute a concussion and head injury information sheet to each coach and to each student participant. No student will be permitted to participate in any athletic activity unless that student, or if the student is under age nineteen (19) his/her parent, has returned a signed concussion and head injury information sheet. A student is only required to return one (1) signed sheet per school year in order to participate in athletics.

A coach shall remove from competition or practice any student that the coach determines is exhibiting signs, symptoms, or behavior consistent with a concussion or head injury or who the coach suspects has sustained a concussion or head injury. Any student removed from participation under this section may not return to participation until a written release to participate from a health care professional is provided.

Parents who inform coaches and teachers that their child is being treated by a healthcare professional for a concussion must provide written clearance from that healthcare professional for full or limited participation in class, practice, activity, or competition. Prior to receiving written clearance from a healthcare professional, students who have sustained a concussion may not participate in any school-related physical activities.

Sudden Cardiac Arrest

Sudden cardiac arrest is a medical event that involves a sudden increase in the heart's ventricular beat that prevents the heart from distributing blood to the brain, lungs, and other organs. It occurs without warning and in youth athletics participants who appear healthy and have passed pre-participation physical examinations, Severe damage and death can occur very quickly without immediate treatment.

In an effort to educate parents, students, and coaches regarding this condition, information regarding sudden cardiac arrest shall be included along with distribution of the required information concerning concussions and shall be distributed to all participants age 12 and older and to coaches prior to participation on youth athletic activity. The information shall contain the following information as provided by the Wisconsin Department of Public Instruction:

A. Information about the risks associated with continuing to participate in a youth activity after experiencing one (1) or more symptoms of sudden cardiac arrest, including fainting, difficulty breathing, chest pain, dizziness, and abnormal racing heart rate;

B. Information about electrocardiogram testing, including the potential risks, benefits, and evidentiary basis behind electrocardiogram testing; and

C. Information how to request, from a student's health care provider, the administration of an electrocardiogram in addition to a comprehensive physical examination.

The District shall provide the information regarding sudden cardiac arrest developed by the Department of Public Instruction and the Wisconsin Interscholastic Athletic Association.

118.29, 118.293, 118.2935, Wis Stats.

Revised 2/24/15

Revised 10/29/19

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Legal

118.29, 118.293, Wis. Stats.

Book	Policy Manual
Section	5000 Students
Title	BULLYING
Code	po5517.01*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	June 22, 2023

5517.01 - **BULLYING**

The Board is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students. The Board encourages the promotion of positive interpersonal relations between members of the school community. Bullying toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. This prohibition includes physical, verbal, and psychological abuse. The Board will not tolerate any gestures, comments, threats, or actions which cause or threaten to cause bodily harm or personal degradation. This policy applies to all activities in the District, including activities on school property, including at any of the school buildings or other property used exclusively or in part, whether leased or owned by the District, for the purpose of school-related functions or events; or while traveling to or from school or to and from school-sponsored functions or events; in transporting vehicles arranged for by School District officials. The policy applies as well during activities that occur off school property if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips, athletic events where students are under the supervision of school authorities, or where an employee is engaged in school business, or where there is otherwise a connection to the school such that the conduct at issue affects or is intended to affect the student's educational environment.

Bullying is deliberate or intentional behavior using words or actions, intended to cause fear, intimidation, or harm. Bullying may be a repeated behavior and involves an imbalance of power. Furthermore, it may be serious enough to negatively impact a student's educational, physical, or emotional well-being. The behavior may be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; immigration status; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic, or family status; however this type of bullying behavior need not be based on any of those particular or other particular characteristics. It includes, but is not necessarily limited to such behaviors as stalking, cyberbullying, intimidating, menacing, coercing, name-calling, taunting, making threats, and hazing.

Some examples of bullying are:

- A. Physical – hitting, kicking, spitting, pushing, pulling, taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact.
- B. Verbal – taunting, malicious teasing, insulting, name-calling, making threats.
- C. Psychological – spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation.
- D. "Cyberbullying" – the use of information and communication technologies such as e-mail, cell phone and pager text messages, instant messaging (IM), defamatory personal websites, and defamatory online personal polling websites, to support deliberate, repeated, and hostile behavior by an individual or group, that is intended to harm others."

The Board recognizes that cyberbullying can be particularly devastating to young people because:

1. cyberbullies more easily hide behind the anonymity that the Internet provides;
2. cyberbullies spread their hurtful messages to a very wide audience with remarkable speed;
3. cyberbullies do not have to own their own actions, as it is usually very difficult to identify cyberbullies because of screen names, so they do not fear being punished for their actions; and
4. the reflection time that once existed between the planning of a prank – or a serious stunt – and its commission has all but been erased when it comes to cyberbullying activity;
5. cyberbullies hack into or otherwise gain access to another's electronic accounts (e-mails, social media, etc.) and posing as that individual with the intent to embarrass or harm the individual.

Cyberbullying includes, but is not limited to the following:

1. posting slurs or rumors or other disparaging remarks about a student on a website or on weblog;
2. sending e-mail or instant messages that are mean or threatening, or so numerous as to drive up the victim's cell phone bill;
3. using a camera phone to take and send embarrassing photographs of students;
4. posting misleading or fake photographs of students on websites.

"Harassment" includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature on the basis of sex, (including transgender status, change of sex, or gender identity), race, color, national origin, religion, creed, ancestry, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, or any other characteristic protected by Federal or State civil rights laws. Harassment is prohibited by Policy 5517 - Student Anti-Harassment.

"Staff" includes all school employees and Board members.

"Third parties" include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, vendors, or others engaged in District business, and others not directly subject to school control at inter-district or intra-district athletic competitions or other school events.

For a definition of and instances that could possibly be construed as **hazing**, consult Policy 5516.

Complaint Procedures

Any student who believes ~~s/he~~ **she/they** ~~has~~ **has** ~~been~~ **have** been or ~~are~~ **is** the victim of bullying should immediately report the situation to the building principal or assistant principal, or the District Administrator. The student may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate administrator or Board official. Complaints against the building principal should be filed with the District Administrator. Complaints against the District Administrator should be filed with the Board President.

Complaints against a Board member shall be filed with the Board President unless the complaint is against the President in which case the complaint shall be filed with the Board Vice President, another Board member or with the District Administrator depending on **the complainant's preference**, who is authorized to contact District legal counsel for assistance in handling the complaint.

Every student is encouraged to report any situation that they believe to be bullying behavior directed toward a student. Reports may be made to those identified above.

All school staff members and school officials who observe or become aware of acts of bullying are required to report these acts to the building principal or assistant principal, or the District Administrator.

Reports of bullying may be made verbally or in writing and may be made confidentially. All such reports, whether verbal or in writing, will be taken seriously and a clear account of the incident is to be documented. A written record of the report, including all pertinent details, will be made by the recipient of the report.

All complaints about behavior that may violate this Policy shall be investigated promptly by the Principal. The staff member who is investigating the report of bullying shall interview the victim(s) of the alleged bullying and collect whatever other information is necessary to determine the facts and the seriousness of the report.

If, during an investigation of a reported act of bullying in accordance with this Policy, the principal determines that the reported misconduct may have created a hostile learning environment, discrimination, and/or may have constituted harassment based on sex (transgender status, change of sex, or gender identity), race, color, national origin, religion, creed, ancestry, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, or any other characteristic protected by Federal or state civil rights laws, the principal will report the act of bullying to one of the Compliance Officers who shall assume responsibility to investigate the allegation in accordance with Policy 5517 - Student Anti-Harassment or Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity. Additionally, complaints alleging sexual harassment on the basis of sex are also covered by and subject to the investigation procedures in Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities. If the investigation under Policy 5517 - Student Anti-harassment, Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity or Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities does not substantiate harassment based on one or more of the Protected Classes, the complaint of bullying shall still be investigated under this Policy.

With regard to complaints received against the District Administrator (or a member of the Board), the investigation shall be referred to the Board attorney who shall conduct a prompt investigation. The Board attorney is authorized to designate an outside third party to conduct the investigation. The Board attorney or designee will arrange such meetings as may be necessary with all concerned parties within five (5) business days after receipt of the information or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the complaint will be reduced to writing. The Board attorney or designee conducting the investigation shall notify the complainant and parents as appropriate, (in writing,) when the investigation is concluded and the findings made.

Parents of each student involved in the bullying report will be notified prior to the conclusion of the investigation. The District shall maintain the confidentiality of the report and any related student records to the extent required by law.

If the investigation finds that bullying has occurred, it will result in prompt and appropriate remedial and/or disciplinary action. This may include student discipline, including, but not limited to reprimand, suspension, or possible expulsion. Further, the result of an investigation that finds that bullying has occurred may result in discharge for employees, exclusion for parents, guests, volunteers, and contractors, and removal from any official position and/or a request to resign for Board members. Individuals may also be referred to law enforcement officials.

The complainant shall be notified of the findings of the investigation, and as appropriate, that remedial action has been taken.

This policy shall not be interpreted to infringe upon the First Amendment rights of students (i.e., to prohibit a reasoned and civil exchange of opinions, or debate, that is conducted at appropriate times and places during the school day and is protected by State or Federal law).

Retaliation/False Reports

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of bullying is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. Suspected retaliation should be reported in the same manner as bullying. Making intentionally false reports about bullying for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Retaliation and intentionally making a false report may result in disciplinary action as indicated above.

If a student or other individual believes there has been bullying, regardless of whether it fits a particular definition, s/he should report it and allow the administration to determine the appropriate course of action.

Privacy/Confidentiality

The School District will respect the privacy of the complainant, the individual(s) against who the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law.

To the extent appropriate in conducting a thorough investigation and/or as legally permitted, confidentiality will be maintained during the investigation process.

Notification

Notice of this policy will be **annually** distributed to all students enrolled in the School District, **and** their parents **and/or guardians and employees**. The policy will also be **provided distributed** to organizations in the community having cooperative agreements with the schools. Additionally, the policy **or a summary** will be **posted in conspicuous locations in all school buildings and departments within the District and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedure.**

The School District will also provide a copy of the policy to any person who requests it.

Records and Reports

Records **of investigation** will be maintained **on the number and types of reports made, and sanctions imposed for incidents found to be in violation of the bullying policy in accordance with Policy 8330 - Student Records and State law.**

An annual summary report shall be prepared and presented to the Board, which includes trends in bullying behavior and recommendations on how to further reduce bullying behavior. The annual report will be available to the public.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of bullying behavior. The District Administrator shall provide appropriate training to all members of the School District community related to the implementation of this policy and its accompanying administrative guidelines. All training regarding the Board's policy and administrative guidelines on bullying will be age and content appropriate.

The complaint procedure established by the District Administrator as set forth in AG 5517.01 shall be followed.

Revised 4/28/15
Revised 8/29/17
Revised 10/24/17
T.C. 12/21/21

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Legal 118.46, Wis. Stats.

Book	Policy Manual
Section	8000 Operations
Title	NOTIFICATION OF EDUCATIONAL OPTIONS
Code	po8146*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	June 22, 2023

8146 - **NOTIFICATION OF EDUCATIONAL OPTIONS**

The Board recognizes the need to provide alternative means by which students achieve the goals of the District.

Annually, by January 31 ~~On an annual basis,~~ a list of all educational options available to children who reside in the District, will be provided to parents as a class 1 notice and on the District's website. These options include ~~including~~ public schools ~~school~~, private schools participating in a parental choice program, charter schools, virtual schools, full-time open enrollment, Early College Credit Program, Start College Now Program, part-time open enrollment ~~in a nonresident school district,~~ youth apprenticeship programs offered under 106.13, Wis. Stats, and options for students enrolled in a home-based private education program, ~~will be provided to parents.~~ (See ~~see~~ Policy 2370 - Educational Options Provided by the District) In the class 1 notice, as well as the notice on the District website, the Board shall identify the most recent report card accountability rating that has been assigned to each school within the District boundaries, including charter schools and private schools participating in a parental choice program. This notice shall also inform parents of the availability of the full school and School District accountability reports. (See also Policy 2700.01- School Performance and State Accountability Report Cards)

Revised 12/8/15
 Revised 12/12/17
 Revised 12/11/18

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Legal	115.385(4), Wis. Stats.
	118.15, Wis. Stats.
	118.55, Wis. Stats.
	118.57, Wis. Stats.

Sheboygan Public Education Foundation

Board of Directors - MINUTES

SPEF Monthly Meeting August 9, 2023

In attendance:

Jerry Jones, Kurt Kober, Wayne Kolzow, Dave Freitag, Kris Fritz, Anne Holzem, Jennifer Scapellato, Heidi Boehmer, Terry Shircel, Roxanne Pauls.

Absent: Chris Conway, Laurie Van Veghel, Craig Mazza, Tina Brunmeier, Seth Harvatine.

President Gerry Jones called the August 9, 2023 SPEF Monthly Board Meeting to order at 4:33 p.m. .

Approval of Minutes –

Gerry asked for approval of the Minutes of the June 14, 2023 Board of Directors Monthly Meeting. **Motion by Dave Freitag and second by Jennifer Scapellato to accept June 14, 2023 SPEF Monthly Board Meeting Minutes as written. Motion carried unanimously.**

School Board Report – Heidi Boehmer

Heidi stated that the School Board has done a lot of work lately that is relevant and impactful. Currently the School Board has been approving the updating of language in many School Board Policies. The updating of language is making the policy more concise, not changing the policies per se. Heidi also stated that the school district will be providing school breakfast, lunches, and take-home packs for ALL students this year under new federal funding, since the district used the COVID monies for school lunches by that deadline date. Heidi mentioned that the district as a whole met the federal guidelines for free and reduced meals for all students. Heidi added that the School Board received less monies that expected from the state budget allocations. She stated that it was much less than anticipated and the school district will be able to make up for the less monies through revenues on interest accounts the district has, so there will be no shortfalls. Heidi stated that special education funding for public schools was one half less that what voucher schools received. She said that there is a state wide public school board association looking into how to get more special education funding for the future. Terry S. asked Heidi about the shortfall since the Governor's school budget allocated approximately \$325 per student more than last year. Heidi said the shortfall in SASD was with those added per pupil costs. Anne H. asked Heidi about what the School Board is going to do in the future if they used the revenues from interest on accounts this year, Will there be a shortfall in the following years? Heidi stated she did not know and will find out for the next SPEF meeting. Heidi concluded her report stating that the state will be hiring 60 Reading Mentors across the state to train and be coaches to school districts. These hirings could have an adverse effect on local school districts, if their Reading Specialist and Coaches leave to take the state-wide positions. She said the hiring and training could be an issue for local school districts.

Superintendent's Report – Seth Harvatine. (Absent – No Report)

Report of the President – (Jerry Jones - President)

SPEF Officers' Selection –

Gerry recommended that the election of SPEF officers take place during the September meeting when there could be more Board members present. SPEF Board Members agreed. Voting for 2023-2024 SPEF Officers will take place during the September 13, 2023 SPEF Board Meeting.

SPEF Newsletter–

Jerry asked Terry/Roxanne for an update. Terry stated that one of the new features with the updating of the SPEF website was a "Call to Action" button/link where people can send SPEF their names and emails and they will be put on a mailing list for a quarterly one-page SPEF Newsletter. This newsletter will be in addition to the SPEF Annual Report and give individuals more up-to-date information on the happenings of SPEF.

SPEF All In For Education

Jerry stated that SPEF Board members received their raffle tickets tonight along with some posters and Solicitation forms to distribute to friends, etc.. Terry and Roxanne stated that each SPEF Board Member will be emailed the master solicitation list soon and check out the updates and contact anybody they know on the list for a donation. Anne H. asked about the last day to turn in raffle tickets. Terry and Roxanne mentioned the Monday before the event would be nice, but for sure "before" the Nov. 3 date so all tickets are in the bin for the drawing. Terry stated that Silent Auction items are starting to come in, but more are still needed...no matter what the donation is.

Kris Fritz Award/Thank You Note

Jerry congratulated SPEF Board Member for her recent Physical Fitness national Award written in the local newspaper!

Jerry read a "Thank You" email from Abram Schwinn for the SPEF Spring Grant for Farnsworth's robotic equipment.

Staff Report – Roxanne Pauls & Terry Shircel

Monthly Financials –

Roxanne & Wayne will cover those in his Treasurer's Report.

Webpage/Email Update–

Jerry asked Terry for an update. Terry

Yearbook Purchases for Needy Seniors --

Terry stated that SPEF Board last year authorized the ongoing program of purchasing yearbooks for North & South (10), and 5 each for the four Charter High Schools. Only North and South took up SPEF's offer and both schools were cut checks for 10 yearbooks for graduating senior of need who would like a yearbook, but could not afford one. SPEF reaches out to each school to see if the yearbooks were distributed and if there was a need for additional yearbooks every year.

Mid Year School Supplies –

SPEF has purchased the school supplies for December distribution. Terry stated 13 schools requested school supplies last year. Anne H. asked who receives SPEF communications on the program. Terry stated that the building principals usually get it. Jennifer S. stated that SPEF should use the SPEF Building Reps OR social workers, school secretaries, etc. people who work directly with students of need, since some building principals have not responded to SPEF's communications regarding the program. Terry and Roxanne said they will contact those individuals this year, instead of building principals. Dave Fr. Asked if the amount of school supplies purchased already will be enough? Roxanne stated that SPEF usually tries to buy more than the previous year, but makes its list from those requests. Terry said SPEF keeps track of yearly requests and adjusts the list accordingly...like the purchasing of headphones recently...years ago, not really a lot of requests, now, over 400 headphones are requested.

Every Dollar Counts –

SPEF will receive those numbers once the school district closes its registration since there is a donation tab on the student's online registration form.

Back to School Bash –

SPEF was invited and will attend the SASD's Back to School Bash which will be held at South High this year on August 22, 2023 9:00 a.m. – 12:30 p.m. in the South High Acuity Fieldhouse. SPEF Board Members Kris Fritz will also assist Roxanne and Terry at the event. SPEF will be holding its annual raffle drawing of 10- \$100 School Supplies awards for event participants who stop by SPEF's tables and fill out an entry slip.

Staff Solicitation –

SPEF has all envelopes ready to be distributed to its SPEF Building Reps...just waiting on final employee names/labels from SASD HR Department. SPEF supplies the labels to be printed.

SPEF Fall Grant Proposals –

SPEF will send Seth and Nicole an "All District" email announcing that the November 1 deadline date and that SASD employees may start writing their grant proposals now. The announcement will also be posted on SPEF's social media sites. In addition, Roxanne and Terry informed the SPEF Board that with the new website, every grant proposal writer will receive immediate feedback that their grant proposal was received by SPEF...part of the new electronic application form. Dave Fr. Asked if the SPEF selection committee will still receive the grant proposals like they have had in the past? Roxanne and Terry stated that they will receive the proposals electronically to read and that a master paper copy will be available on selection night...like in past years.

New Employee Orientation –

SPEF will present on August 24, 2023 at ABS at @11:45 a.m..

Annual Appeal/Solicitation –

SPEF is working the letters and donation cards. Letters will be mailed in late November/ early December.

Other Business – None

New Business – None

Report of the Finance Committee/Treasurer's Report – Wayne Kolzow

Treasurer's/Variance May/June Reports & Operational v. Actual Budget Report --

Wayne reviewed the Treasurer's Report each Board member received for May 2023 AND June 2023. Roxanne mentioned that the SPEF Office Rental, Website update, and IT purchases were different from past years and were either ongoing or one-time expenses. Wayne asked for a motion to approve the May 2023 AND June 2023 Treasurer's Report and Variance Reports and Operational v. Actual Report as presented. Motion by Dave Freitag and second by Jennifer Scapellato to accept the

May 2023 AND June 2023 Treasurer's/Variance Reports and Operational v. Actual Report as presented. Motion carried unanimously.

Preliminary 2023-2024 Budget Report --

Wayne reviewed the SPEF Preliminary Budget for 2023-2024 “excluding” any numbers for SPEF Co-Managing Directors’ salaries, since that topic will be discussed in Executive Session later tonight. **Wayne asked for a motion to approve the SPEF 2023-2024 Preliminary Budget as presented. Motion by Dave Freitag and second by Jennifer Scapellato to accept the SPEF 2023-2024 Preliminary Budget Report as presented. Motion carried unanimously.**

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Executive Session --

Gerry asked for a motion to adjourn into Executive Session to discuss SPEF Co-Managing Directors’ Salary/Bonus Compensation. Motion by Wayne Kolzow and second by Dave Freitag to adjourn into Executive Session to discuss SPEF Co-Managing Directors’ Salary/Bonus Compensation. Motion carried unanimously.

Jennifer Scapellato took notes for Executive Session.

MOTION by Dave Freitag and second by Jennifer Sacapellato to approve a 4 percent (4%) payroll increase on the base of each Co-Managing Director’s base salary and a one-time payment of \$1,500.00 each. Motion carried unanimously. (Additional email sent after meeting to SPEF Offices from SPEF President Gerry Jones to confirm notes concerning payroll increase and bonus amounts, as per auditors’ recommendation.)

SPEF Board then moved back into regular session.

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Adjourn –

Jerry stated the August 9, 2023 agenda has been exhausted at 5:38 p.m..

Next Meeting -- Wednesday, September 13, 2023 ---- 4:30 p.m. – Civic Room



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Committee Meeting Minutes, July 25, 2023

CURRICULUM & INSTRUCTION COMMITTEE – Ms. Kay Robbins, Chair

Ms. Kay Robbins, Chair, convened the meeting at 6:00 p.m.

Ms. Kay Robbins, Mr. Santino Laster, Mr. Mark Mancl, Ms. Rebecca Versey (arrived at 6:08 p.m.) were present.

1. 2023-2024 SHEBOYGAN AREA SCHOOL DISTRICT ACADEMIC STANDARDS – Mr. Jacob Konrath
(Information/Action)

Moved by Mr. Laster, seconded by Mr. Mancl to approve the 2023-2024 district academic standards as required by Wisconsin Act 55. All ayes. Motion carried unanimously.

Mr. Konrath reported that Wisconsin Act 55 requires school boards to annually adopt and notify parents of the District's academic standards for each curricular area.

2. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 2260.02 – ENGLISH LANGUAGE PROFICIENCY – Mr. Jacob Konrath (Discussion/Possible Action)

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 2260.02 – Program; English Language Proficiency. All ayes. Motion carried unanimously.

3. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 2460.03 – INDEPENDENT EDUCATIONAL EVALUATION (IEE) – Mr. Jacob Konrath (Discussion/Possible Action)

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 2460.03 – Program; Independent Educational Evaluation (IEE). All ayes. Motion carried unanimously.

4. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 2700.01 – SCHOOL PERFORMANCE AND STATE ACCOUNTABILITY REPORT CARDS – Mr. Jacob Konrath (Discussion/Possible Action)

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 2700.01 – Program; School Performance and State Accountability Report Cards. All ayes. Motion carried unanimously.

5. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 5113 – OPEN ENROLLMENT PROGRAM (INTER-DISTRICT) – Mr. Jacob Konrath (Discussion/Possible Action)

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 5113 – Students; Open Enrollment Program (Inter-District). All ayes. Motion carried unanimously.

6. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 5200 - ATTENDANCE – Mr. Jacob Konrath (Discussion/Possible Action)

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 5200 – Students; Attendance. All ayes. Motion carried unanimously.

7. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 5340 – STUDENT ACCIDENTS/ILLNESS/CONCUSSION - Mr. Jacob Konrath (Discussion/Possible Action)

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 5340 – Students; Student Accidents/Illness/Concussion. All ayes. Motion carried unanimously.

8. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 5517.01 - BULLYING – Mr. Jacob Konrath (Discussion/Possible Action)

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 5517.01 – Students; Bullying. All ayes. Motion carried unanimously.

9. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 8146 – NOTIFICATION OF EDUCATIONAL OPTIONS – Mr. Jacob Konrath (Discussion/Possible Action)

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 8146 – Operations; Notification of Educational Options. All ayes. Motion carried unanimously.

Meeting adjourned at 6:09 p.m.



Committee Meeting Minutes of July 25, 2023

HUMAN RESOURCES COMMITTEE – Dr. Susan Hein, Chair

Dr. Susan Hein, Chair, called the meeting to order at 6:25 p.m.

Present: Dr. Susan Hein, Mr. Mark Mancl, Ms. Heidi Boehmer, Ms. Rebecca Versey

1. APPOINTMENTS – Ms. Jami Hintz (Confirming Action)

Moved by Mr. Mancl, seconded by Ms. Versey to confirm the following appointments. All ayes. Motion carried unanimously.

ADMINISTRATOR

Andy Hensley	Supervisor of Maintenance & Operations	
Iron Ridge, WI	District-Wide	\$81,984.00 (prorated)

Mr. Hensley has been hired as the Supervisor of Maintenance & Operations effective, July 25, 2023. He holds certificates for Building Codes, School Safety Coordinators, and Facilities Manager. Currently, Mr. Hensley works as the Facility Manager at West Bend School District. Before his current role, he held maintenance positions at Kettle Moraine School District, Wauwatosa School District (as a maintenance supervisor), and Wheaton Healthcare. Mr. Hensley was one of the seven candidates interviewed.

TEACHERS

Angela Ausprung	Early Childhood Special Education Concordia University	Master’s Degree
Wausau, WI	Early Learning Center	\$71,454.00

Ms. Ausprung has been hired for the 2023-2024 school year. She is certified in Early Childhood Special Education, Emotional Behavior Disabilities, Intellectual Disabilities, and School Counselor. She was one of two candidates interviewed.

Cali Belanger	Social Studies	UW-Milwaukee	Bachelor’s Degree
Green Bay, WI	Central High		\$43,454.00

Ms. Belanger has been hired for the 2023-2024 school year. She will be certified in Social Studies. She was one of five candidates interviewed.

Amy Bennett	IMPACT Academy	UW-Oshkosh	Master’s Degree
St Thomas, VI	Urban		\$81,941.00

Ms. Bennett has been hired for the 2023-2024 school year. She is certified in Earth and Space Science, Emotional Behavior Disabilities, and Health. Ms. Bennett previously served as a Special Education Teacher in the District from February 2002 to June 2017. She was one of three candidates interviewed.

Hannah Bruns-Schroeder	Kindergarten Dual Language	UW-Milwaukee	Bachelor’s Degree
Sheboygan, WI	Sheridan		\$60,954.00

Ms. Bruns-Schroeder has been hired for the 2023-2024 school year. She is certified in Regular Education. Ms. Bruns-Schroeder previously served as a 4K Teacher from August 2006 to June 2022. She was one of four candidates interviewed.

Ashley Burg	Kindergarten	UW-La Crosse	Bachelor’s Degree
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Sheboygan, WI	Jefferson		\$43,454.00
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Ms. Burg has been hired for the 2023-2024 school year. She is certified in Regular Education. She was one of seven candidates interviewed.

Jacob Ferber Cedar Grove, WI	Social Studies South High	UW-Green Bay	Bachelor’s Degree \$43,454.00
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Mr. Ferber has been hired for the 2023-2024 school year. He will be certified in Broad Field Social Studies and History. He was one of seven candidates interviewed.

Maggie Hafertepe Sheboygan, WI	Science Warriner High	University of Southern Mississippi	Bachelor’s Degree \$47,454.00
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Ms. Hafertepe has been hired for the 2023-2024 school year. She is certified in Biology and Chemistry. She was the only candidate interviewed.

Micah Hall Plymouth, WI	English Learner North High & Horace Mann	UW-Milwaukee	Bachelor’s Degree \$45,454.00
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Mr. Hall has been hired for the 2023-2024 school year. He worked as a Substitute Teacher for the District from January 2022 through March 2023. He is certified in English and will be certified in English as a Second Language. He was one of four candidates interviewed.

Laura King Elkhart Lake, WI	Cross Categorical North High	UW-Milwaukee	Master’s Degree \$69,454.00
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Ms. King has been hired for the 2023-2024 school year. She has worked as a Substitute Teacher for the District from September 2022 to March 2023 and as an Educational Assistant from April 2023 to June 2023. She is certified in Health, Spanish, and School Counselor. She will be certified in Cross Categorical Special Education. She was one of three candidates interviewed.

Damian Klemish Brown Deer, WI	Physical Education & Health Central High	UW-Whitewater	Bachelor’s Degree \$47,454.00
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Mr. Klemish has been hired for the 2023-2024 school year. He is certified in Coaching, Health, Adaptive Physical Education, and Physical Education. He was one of two candidates interviewed.

Meghan Murray Sheboygan, WI	Cross Categorical Warriner Middle	Carroll University	Bachelor’s Degree \$53,454.00
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Ms. Murray has been hired for the 2023-2024 school year. She is certified in Regular Education and will be certified in Cross Categorical Special Education. She was one of two candidates interviewed.

Sandra Sanchez Port Washington, WI	English Learner Jackson	UW-Milwaukee	Bachelor’s Degree \$43,454.00
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Ms. Sanchez has been hired for the 2023-2024 school year. She will be certified in English as a Second Language. She was one of two candidates interviewed.

Courtney Shimenetto Sheboygan, WI	Fourth & Fifth Grade Étude Elementary	UW-Madison	Bachelor’s Degree \$51,454.00
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Ms. Shimenetto has been hired for the 2023-2024 school year. She is certified in Regular Education. She was one of four candidates interviewed.

Rachel Swengel Sheboygan, WI	French & World Language Horace Mann	Wellesley College	Bachelor’s Degree \$43,454.00
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Ms. Swengel has been hired for the 2023-2024 school year. She will be certified in World Languages. She was one of two candidates interviewed.

CUSTODIANS

Christopher Schmidt	Facilities Services	June 30, 2023	\$17.10 per hour
Thomas Selak	North High	June 20, 2023	\$17.71 per hour

*Relative of SASD employee

2. SEPARATIONS – Ms. Jami Hintz (Information)

The following separations have been granted:

Katelyn Beniger	Secretary	Horace Mann	July 27, 2023
Carlyn Clark	Teacher	Farnsworth	July 31, 2023
Angela Cline	Educational Assistant	Madison	July 27, 2023
Jaqueline Escobar	Substitute Educational Assist.	District-Wide	June 27, 2023
Anna Grunwald	Teacher	Cooper	June 8, 2023
Jennifer Marx	Teacher	North	June 26, 2023
Mareena Olivier	Teacher	South	June 8, 2023
Hailey Place	Substitute Cook	School Nutrition	June 20, 2023
Jaden Riech	Teacher	Farnsworth	June 28, 2023
Laura Schoening	Secretary	Warriner Middle/High	July 21, 2023
Zachary Skubal	Teacher	Farnsworth	June 15, 2023
Daniel Stenz	Teacher	Étude High	June 8, 2023
Jody Thompson	Teacher	Central High	June 8, 2023
Alexandra Timofeeva	Teacher	District-Wide	June 8, 2023

3. RETIREMENT – Ms. Jami Hintz (Action)

Moved by Ms. Boehmer, seconded by Mr. Mancl to grant the following request to retire and the employee be recognized for their years of service per board policy. All ayes. Motion carried unanimously.

Ruth Stenz	Teacher	North High	18.00 years of service
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The meeting adjourned at 6:27 p.m.



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Committee Meeting Minutes, July 25, 2023

FACILITIES/RECREATION/THEATRE COMMITTEE – Mr. Ryan Burg, Chair

Mr. Ryan Burg, Chair, convened the meeting at 6:25 p.m.

Mr. Ryan Burg, Mr. Santino Laster, Ms. Kay Robbins and Ms. Sarah Ruiz-Harrison were present.

1. SHEBOYGAN THEATRE COMPANY FINANCIAL REPORT – Mr. John Koehler (Action)

Moved by Mr. Laster, seconded by Ms. Robbins to accept the Sheboygan Theatre Company Financial Report through May 31, 2023. All ayes. Motion carried unanimously.

Mr. Koehler reported that the Sheboygan Theatre Company did not do well on the revenue side as they had many expenses; however, they did surpass their annual revenue projections so overall it will be a very good year.

2. COMMUNITY RECREATION DEPARTMENT FINANCIAL REPORT – Mr. John Koehler (Action)

Moved by Ms. Robbins, seconded by Mr. Laster to accept the Community Recreation Department Financial Report through May 31, 2023. All ayes. Motion carried unanimously.

Mr. Koehler reported that the Community Recreation Department would surpass their revenues and that for the 2023-2024 school year KidStop would be shown as revenues/expenses. Overall, he projects they will finish in the black for the year.

3. FACILITY PERMIT REPORT – Mr. John Koehler (Information)

Mr. Koehler provided the Facility Permit Report through June 30, 2023 for information and noted that the District did surpass last year's rental fees.

Meeting adjourned at 6:29 p.m.



Committee Meeting Minutes of July 25, 2023

FINANCE & BUDGET COMMITTEE – Ms. Sarah Ruiz-Harrison, Chair

Ms. Sarah Ruiz-Harrison, Chair, called the meeting to order at 6:00 p.m.
 Present: Ms. Sarah Ruiz-Harrison, Dr. Susan Hein, Mr. Ryan Burg, Ms. Heidi Boehmer

1. FUND 41 CAPITAL PROJECTS – Mr. Mark Boehlke (Action)

Moved by Dr. Hein, seconded by Mr. Burg to approve Fund 41 Capital Projects through May 31, 2023, as presented. All ayes. Motion carried unanimously.

2. STATEMENT OF CASH FLOW – Mr. Mark Boehlke (Action)

Moved by Ms. Boehmer, seconded by Dr. Hein to approve the Statement of Cash Flow through May 31, 2023, as presented. All ayes. Motion carried unanimously.

3. REVENUES & EXPENDITURES REPORTS – Mr. Mark Boehlke (Action)

Moved by Mr. Burg, seconded by Dr. Hein to approve the Revenue & Expenditures reports through May 31, 2023, as presented. All ayes. Motion carried unanimously.

4. BUDGET REVISIONS & TRANSFERS OF APPROPRIATIONS – Mr. Mark Boehlke (Action)

Moved by Ms. Boehmer, seconded by Dr. Hein to approve the Budget Revisions and Transfers reports through May 31, 2023, as presented. All ayes. Motion carried unanimously.

GENERAL FUND (FUND 10)	Revised Budget 4-30-23	Revised Budget 5-31-23	Budget Increase (Decrease)
REVENUES			
100 Transfers-in	0.00	0.00	0.00
Local Sources			
210 Taxes	20,759,666.00	20,759,666.00	0.00
240 Payments for Services Provided Local Governments	0.00	36,660.00	36,660.00
260 Non-Capital Sales	285,237.55	289,499.62	4,262.07
270 School Activity Income	159,623.78	167,207.88	7,584.10
280 Interest on Investments	120,000.00	120,000.00	0.00
290 Other Revenue, Local Sources	350,523.73	356,473.28	5,949.55
Subtotal Local Sources	21,675,051.06	21,729,506.78	54,455.72
Other School Districts Within Wisconsin			
340 Payments for Services	1,801,056.00	1,801,056.00	0.00
Revenue from Intermediate Sources			
510 Transit of Aids	75,383.00	75,383.00	0.00

State Sources			
610 State Aid -- Categorical	797,328.00	797,328.00	0.00
620 State Aid -- General	86,781,290.00	86,781,290.00	0.00
630 DPI Special Project Grants	201,708.39	261,308.39	59,600.00
640 Payments for Services	140,000.00	140,000.00	0.00
650 Student Achievement Guarantee in Education	2,252,202.00	2,252,202.00	0.00
660 Other State Revenue Through Local Units	17,000.00	17,000.00	0.00
690 Other Revenue	7,658,161.00	7,658,161.00	0.00
Subtotal State Sources	97,847,689.39	97,907,289.39	59,600.00
Federal Sources			
710 Transit of Aids	97,009.00	97,009.00	0.00
730 DPI Special Project Grants	12,078,864.34	12,078,864.34	0.00
750 IASA Grants	1,967,695.00	1,967,695.00	0.00
780 Other Federal Revenue Through State	160,679.00	166,929.00	6,250.00
790 Other Revenue from Federal Sources	0.00	0.00	0.00
Subtotal Federal Sources	14,304,247.34	14,310,497.34	6,250.00
Other Financing Sources			
860 Compensation, Fixed Assets	107,847.00	107,847.00	0.00
Other Revenues			
960 Adjustments	0.00	0.00	0.00
970 Refund of Disbursement	276,229.00	276,229.00	0.00
990 Miscellaneous	307,344.40	307,344.40	0.00
Subtotal Other Revenues	583,573.40	583,573.40	0.00
TOTAL REVENUES	136,394,847.19	136,515,152.91	120,305.72
EXPENDITURES	Revised Budget 4-30-23	Revised Budget 4-30-23	Budget Increase (Decrease)
Instruction			
110 000 Undifferentiated Curriculum	23,708,408.80	23,734,864.10	26,455.30
120 000 Regular Curriculum	30,503,852.03	30,518,037.63	14,185.60
130 000 Vocational Curriculum	3,295,335.64	3,307,888.71	12,553.07
140 000 Physical Curriculum	2,960,947.00	2,960,942.00	(5.00)
160 000 Co-Curricular Activities	1,468,280.52	1,450,325.62	(17,954.90)
170 000 Other Special Needs	510,553.00	512,503.00	1,950.00
Subtotal Instruction	62,447,376.99	62,484,561.06	37,184.07
Support Sources			
210 000 Pupil Services	6,535,972.07	6,179,261.61	(356,710.46)
220 000 Instructional Staff Services	6,569,538.50	6,752,255.49	182,716.99
230 000 General Administration	2,189,791.16	2,212,211.16	22,420.00
240 000 School Building Administration	8,087,941.03	8,061,315.63	(26,625.40)
250 000 Business Administration	23,707,839.48	24,342,083.04	634,243.56
260 000 Central Services	1,047,280.10	1,047,066.10	(214.00)
270 000 Insurance & Judgments	1,046,949.00	1,046,949.00	0.00
280 000 Debt Services	0.00	0.00	0.00
290 000 Other Support Services	2,837,545.75	2,889,720.61	52,174.86
Subtotal Support Sources	52,022,857.09	52,530,862.64	508,005.55
Non-Program Transactions			
410 000 Inter-fund Transfers	14,363,678.39	14,363,678.39	0.00

430 000 Instructional Service Payments	15,455,419.76	15,492,115.76	36,696.00
490 000 Other Non-Program Transactions	10,000.00	10,000.00	0.00
Subtotal Non-Program Transactions	29,829,098.15	29,865,794.15	36,696.00
TOTAL EXPENDITURES	144,299,332.23	144,881,217.85	581,885.62

SPECIAL EDUCATION (FUND 27)	Revised Budget 4-30-23	Revised Budget 5-31-23	Change in Budget
TOTAL REVENUES	23,058,327.39	23,058,327.39	-
100 000 Instruction	19,107,790.00	19,107,434.00	(356.00)
200 000 Support Services	3,810,537.39	3,810,893.39	356.00
400 000 Non-Program Transactions	140,000.00	140,000.00	-
TOTAL EXPENDITURES	23,058,327.39	23,058,327.39	-

5. CONTRIBUTION TO FUND 46 – Mr. Mark Boehlke (Information/Possible Action)

Moved by Dr. Hein, seconded by Ms. Boehmer to approve administration’s recommendation to deposit \$2,000,000 to the Fund 46 Long-Term Capital Improvement Trust Fund. All ayes. Motion carried unanimously.

Mr. Boehlke noted that funds deposited to the Fund 46 Long-Term Capital Improvement Fund may not be used for any purposes other than those approved in the long-term capital improvement plan.

6. GIFTS – Mr. Mark Boehlke (Action)

Moved by Mr. Burg, seconded by Dr. Hein to accept all gifts to the District, approving those \$2500 and greater. All ayes. Motion carried unanimously.

<u>Gift</u>	<u>Donor</u>	<u>Building/Program</u>	<u>Amount</u>
<i>For Information</i>			
Monetary	Sheboygan Public Education Foundation	South (Student Yearbooks)	780.00
Monetary	James Imaging	Sheboygan Theatre Company	250.00
Monetary	Anonymous	Sheboygan Theatre Company	150.00
Monetary	Ellen Cheney	Sheboygan Theatre Company	75.00
Monetary	Hoyt/Marilyn Heinemann	Sheboygan Theatre Company	50.00
Monetary	Michael/Heidi Reinbold	Sheboygan Theatre Company	300.00
Monetary	Ken/Cindy Mischler	Sheboygan Theatre Company	50.00
<i>For Action</i>			
Grants (2022-2023)	Sheboygan Public Education Foundation	Various SASD Schools	72,617.73

The meeting adjourned at 6:12 p.m.



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Committee Meeting Minutes, August 8, 2023

CURRICULUM & INSTRUCTION COMMITTEE – Ms. Kay Robbins, Chair

Ms. Kay Robbins, Chair, convened the meeting at 6:00 p.m.

Ms. Kay Robbins, Mr. Santino Laster, and Mr. Mark Mancl were present.

Ms. Rebecca Versey was excused.

1. DIPLOMAS – Mr. Jacob Konrath (Information/Action)

Moved by Mr. Mancl, seconded by Mr. Laster to approve administration at Central, North and South High Schools recommendation to award high school diplomas to Holly Backus, Savannah Hang, Emily Kuehl, Sadie Martin, Nathan Mullen and Araya Younkins, class of 2023. All ayes. Motion carried unanimously.

2. STUDENT HEALTH SERVICE REPORT – Mr. Jacob Konrath/Mr. Jason Ledermann/Ms. Lori Hamilton (Information/Discussion)

Mr. Konrath thanked Mr. Ledermann and Ms. Hamilton for being available to present to the Board. Mr. Ledermann added that this report is required to be presented to the school board annually to assist in its review of emergency nursing services as well as to understand the variety of nursing services being provided in the District. He also thanked Ms. Hamilton and all nurses for the services they provide to our students and the professional development they provide to staff. Ms. Hamilton reported that there are four full-time school nurses and one full-time nursing services secretary. She added that 589 staff members were trained to provide care to students. She reviewed the many accomplishments including the mass vision screenings, and noted that they have taken over the blood borne pathogens, as the District no longer has a wellness coordinator. She also highlighted the changes to the Wisconsin State Immunization Law that moved the Tdap requirement from 6th grade to 7th grade and she hopes that change will improve next year's compliance rates. Ms. Robbins asked if the District assist with students who do not have insurance for vision and Ms. Hamilton responded that the District could request vouchers for students that will pay for an eye exam and insurance, or the Salvation Army and Lion's Club has assisted us in the past.

3. SECLUSION AND RESTRAINT REPORT – Mr. Jacob Konrath/Mr. Jason Ledermann (Information/Discussion)

Mr. Ledermann stated that because of Act 118, administration must report annually to the school board the number of seclusion and restraints involving students with a disability and whether the student has an Individualized Education Program (IEP) from the previous school year. The law permits the use of physical restraint or seclusion only in circumstances where a student's behavior presents a clear, present, and imminent risk to the physical safety of the student or others, and physical restraint or seclusion is the least restrictive intervention feasible. When a student is restrained or secluded, the parent(s)/guardian must be notified within 24 hours. Within 72 hours of the incident, the principal or designee must provide the report to the student's parent(s)/guardian by first class mail, electronic transmission, or hand delivery. If there is a second incident with a student within the school year, the IEP team is required to meet within ten school days to review the IEP to provide additional support. Mr. Ledermann reported that the number of incidents is similar to the previous year – in fact, there is a slight decline.

4. ASSESSMENT AND LEARNING IN KNOWLEDGE SPACES (ALEKS) 2022-2023 SUMMARY – Mr. Jacob Konrath/Mr. Eric Spielman (Information/Discussion)

Mr. Spielman reported that Assessment and Learning in Knowledge Spaces (ALEKS) is the program being used for math. Artificial intelligence is the main feature of ALEKS that sets it apart from other adaptive technologies. There is also a teaching component within the program that helps the teacher as well as the student. ALEKS offers 75 different courses that they can assign and within each of those, they are broken down into what is called ALEKS pie allowing the student to work independently and have their own path. He reviewed the data of the six courses that most students were taking and explained that the Foundations I and II courses pick out specific skills that are needed for the student to be successful and allows students who mastered an area to move into another topic. Ms. Robbins asked what if a student does not master the foundation courses and Mr. Spielman responded that because of the independent component with technology, they can poll students and if they see that they are stalled or not progressing, they can take a break with the student to work on some skills and then present the foundations in a different manner. He added that the Foundation I and II courses are used to build prerequisite skills and then work the student back to grade level content. ALEKS provides the ability to target specific standards that correlate with classroom instruction and/or state testing and will assist teachers to make better-informed decisions related to core instruction.

Meeting adjourned at 6:23 p.m.



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Committee Meeting Minutes of August 8, 2023

HUMAN RESOURCES COMMITTEE – Dr. Susan Hein, Chair

Mr. Mark Mancl, Vice Chair, called the meeting to order at 6:32 p.m.

Present: Mr. Mark Mancl, Ms. Heidi Boehmer, Ms. Mary Lynn Donohue

Excused: Dr. Susan Hein, Ms. Rebecca Versey

1. **APPOINTMENTS – Ms. Jami Hintz** (Confirming Action)

Moved by Ms. Boehmer, seconded by Ms. Donohue to confirm the following appointments. All ayes. Motion carried unanimously.

TEACHERS

Beverly Deem-Culbertson	Family & Consumer Education	UW-Stout	Bachelor’s Degree
Manitowoc, WI	North High		\$75,454.00

Ms. Deem-Culbertson has been hired for the 2023-2024 school year. She is certified in Family and Consumer Education. She was one of three candidates interviewed.

Nicole Graf	Early Childhood Special Education	UW-Whitewater	Bachelor's Degree
Sheboygan, WI	Early Learning Center		\$43,454.00

Ms. Graf has been hired for the 2023-2024 school year. She has been a substitute for the District since October 2017. She will be certified in Regular Education and Early Childhood Special Education. She was one of four candidates interviewed.

Evan Platz	Science	UW-Stevens Point	Bachelor’s Degree
Wisconsin Rapids, WI	Farnsworth		\$47,454.00

Mr. Platz has been hired for the 2023-2024 school year. He is certified in Biology, Broad Field Science, and Chemistry. He was the only candidate interviewed.

Andrea Schoerner	School Counselor	Lakeland University	Master’s Degree
Brillion, WI	Grant		\$51,454.00

Ms. Schoerner has been hired for the 2023-2024 school year. She is a certified School Counselor. She was one of three candidates interviewed.

EDUCATIONAL ASSISTANTS

Amber Bush	Farnsworth	August 28, 2023	\$16.88 per hour
Rachael Fiene	Wilson	August 28, 2023	\$15.63 per hour
Theresa Gehl	Jefferson	August 28, 2023	\$15.63 per hour
Carrina Gornall	Wilson	August 28, 2023	\$15.63 per hour
Hana Herzog	Grant	August 28, 2023	\$17.72 per hour
Mary Jesinski	Horace Mann	August 28, 2023	\$16.88 per hour
Tina Kieckhafer	Cleveland	August 28, 2023	\$17.50 per hour
Rebecca Lyon	Urban	August 28, 2023	\$17.50 per hour

Stephanie Pittner	Wilson	August 28, 2023	\$15.63 per hour
Jennifer Ponath	Jefferson	August 28, 2023	\$15.63 per hour

SECRETARY

Kerri Schaefer	Warriner	August 1, 2023	\$20.00 per hour
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*Relative of SASD employee

2. **SEPARATIONS – Ms. Jami Hintz** (Information)

The following separations have been granted:

Paul DePagter	Principal	Longfellow	July 13, 2023
Brooke Halverson	Educational Assistant	Madison	June 7, 2023
Vanessa Hobbs	Educational Assistant	Cooper	June 7, 2023
Kara Hoppe	Teacher	Horace Mann	June 8, 2023
Austin Scheib	Teacher	South	June 8, 2023

3. **RETIREMENT – Ms. Jami Hintz** (Action)

Moved by Ms. Boehmer, seconded by Ms. Donohue to grant the following request to retire and the employee be recognized for their years of service per board policy. All ayes. Motion carried unanimously.

Tammy Rajer	Educational Assistant	Jackson	26.30 years of service
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Meeting adjourned at 6:33 p.m.



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Committee Meeting Minutes, August 8, 2023

FACILITIES/RECREATION/THEATRE COMMITTEE – Mr. Ryan Burg, Chair

Ms. Sarah Ruiz-Harrison, Vice Chair, convened the meeting at 6:25 p.m.

Mr. Santino Laster, Ms. Kay Robbins and Ms. Sarah Ruiz-Harrison were present.

Mr. Ryan Burg was excused.

1. SUMMER COMMUNITY RECREATION DEPARTMENT AND FALL KIDSTOP PROGRAM UPDATE – Mr. John Koehler (Information)

Mr. Koehler provided an update on the Summer Community Recreation Department programs and noted that 468 students were enrolled for non-academic summer school programs. KidStop currently has 857 children registered for before and after school care. They lost approximately 35 staff members from KidStop and are looking to fill those positions, as the program needs approximately 80 staff members. In an effort to recruit more staffing they have held job fairs and also work with Lakeland University and UW-Sheboygan as well as the high schools. The rate of pay is \$14 per hour for students and \$16 per hour for adults. Mr. Laster asked Mr. Koehler if he anticipates more children enrolling in KidStop and he responded that he currently has a hold on additional children until more staff are hired, as they want an 18-1 ratio in order to run the program safely.

2. FACILITY PERMIT REPORT – Mr. John Koehler (Information)

Mr. Koehler provided the Facility Permit Report through July 31, 2023 for information.

Meeting adjourned at 6:37 p.m.



Committee Meeting Minutes of August 8, 2023

FINANCE & BUDGET COMMITTEE – Ms. Sarah Ruiz-Harrison, Chair

Ms. Sarah Ruiz-Harrison, Chair, called the meeting to order at 6:15 p.m.
 Present: Ms. Sarah Ruiz-Harrison, Ms. Heidi Boehmer, Ms. Donohue
 Excused: Mr. Ryan Burg, Dr. Susan Hein

1. FUND 41 CAPITAL PROJECTS – Mr. Mark Boehlke (Information)

No Fund 41 Capital Projects report until completion of the audit.

2. STATEMENT OF CASH FLOW – Mr. Mark Boehlke (Information)

No statement of cash flow report until completion of the audit.

3. REVENUES & EXPENDITURES REPORTS – Mr. Mark Boehlke (Information)

No revenue and expense reports until completion of the audit.

4. BUDGET REVISIONS & TRANSFERS OF APPROPRIATIONS – Mr. Mark Boehlke (Action)

Moved by Ms. Donohue, seconded by Ms. Boehmer to approve the Budget Revisions and Transfers reports through June 30, 2023, as presented. All ayes. Motion carried unanimously.

GENERAL FUND (FUND 10)	Revised Budget 5-31-23	Revised Budget 6-30-23	Budget Increase (Decrease)
REVENUES			
100 Transfers-in	0.00	0.00	0.00
Local Sources			
210 Taxes	20,759,666.00	20,759,666.00	0.00
240 Payments for Services Provided Local Governments	36,660.00	41,340.00	4,680.00
260 Non-Capital Sales	289,499.62	290,236.12	736.50
270 School Activity Income	167,207.88	193,449.72	26,241.84
280 Interest on Investments	120,000.00	120,000.00	0.00
290 Other Revenue, Local Sources	356,473.28	370,091.54	13,618.26
Subtotal Local Sources	21,729,506.78	21,774,783.38	45,276.60
Other School Districts Within Wisconsin			
340 Payments for Services	1,801,056.00	1,801,056.00	0.00
Revenue from Intermediate Sources			
510 Transit of Aids	75,383.00	76,524.00	1,141.00
State Sources			
610 State Aid -- Categorical	797,328.00	797,328.00	0.00
620 State Aid -- General	86,781,290.00	86,781,290.00	0.00

630 DPI Special Project Grants	261,308.39	328,476.99	67,168.60
640 Payments for Services	140,000.00	140,000.00	0.00
650 Student Achievement Guarantee in Education	2,252,202.00	2,255,131.00	2,929.00
660 Other State Revenue Through Local Units	17,000.00	17,000.00	0.00
690 Other Revenue	7,658,161.00	7,658,161.00	0.00
Subtotal State Sources	97,907,289.39	97,977,386.99	70,097.60
Federal Sources			
710 Transit of Aids	97,009.00	97,009.00	0.00
730 DPI Special Project Grants	12,078,864.34	12,084,778.34	5,914.00
750 IASA Grants	1,967,695.00	1,967,695.00	0.00
780 Other Federal Revenue Through State	166,929.00	166,929.00	0.00
790 Other Revenue from Federal Sources	0.00	0.00	0.00
Subtotal Federal Sources	14,310,497.34	14,316,411.34	5,914.00
Other Financing Sources			
860 Compensation, Fixed Assets	107,847.00	107,847.00	0.00
Other Revenues			
960 Adjustments	0.00	0.00	0.00
970 Refund of Disbursement	276,229.00	276,229.00	0.00
990 Miscellaneous	307,344.40	307,344.40	0.00
Subtotal Other Revenues	583,573.40	583,573.40	0.00
TOTAL REVENUES	136,515,152.91	136,637,582.11	122,429.20
EXPENDITURES	Revised Budget 5-31-23	Revised Budget 6-30-23	Budget Increase (Decrease)
Instruction			
110 000 Undifferentiated Curriculum	23,734,864.10	23,769,977.10	35,113.00
120 000 Regular Curriculum	30,518,037.63	30,507,817.98	(10,219.65)
130 000 Vocational Curriculum	3,307,888.71	3,375,690.81	67,802.10
140 000 Physical Curriculum	2,960,942.00	2,960,976.00	34.00
160 000 Co-Curricular Activities	1,450,325.62	1,443,140.62	(7,185.00)
170 000 Other Special Needs	512,503.00	514,300.00	1,797.00
Subtotal Instruction	62,484,561.06	62,571,902.51	87,341.45
Support Sources			
210 000 Pupil Services	6,179,261.61	6,202,775.01	23,513.40
220 000 Instructional Staff Services	6,752,255.49	6,739,290.21	(12,965.28)
230 000 General Administration	2,212,211.16	2,219,060.76	6,849.60
240 000 School Building Administration	8,061,315.63	8,039,497.63	(21,818.00)
250 000 Business Administration	24,342,083.04	24,385,022.95	42,939.91
260 000 Central Services	1,047,066.10	1,045,182.10	(1,884.00)
270 000 Insurance & Judgments	1,046,949.00	1,046,949.00	0.00
280 000 Debt Services	0.00	0.00	0.00
290 000 Other Support Services	2,889,720.61	2,889,673.61	(47.00)
Subtotal Support Sources	52,530,862.64	52,567,451.27	36,588.63
Non-Program Transactions			
410 000 Inter-fund Transfers	14,363,678.39	14,363,678.39	0.00
430 000 Instructional Service Payments	15,492,115.76	15,506,790.60	14,674.84
490 000 Other Non-Program Transactions	10,000.00	10,000.00	0.00

Subtotal Non-Program Transactions	29,865,794.15	29,880,468.99	14,674.84
TOTAL EXPENDITURES	144,881,217.85	145,019,822.77	138,604.92

SPECIAL EDUCATION (FUND 27)	Revised Budget 5-31-23	Revised Budget 6-30-23	Change in Budget
TOTAL REVENUES	23,058,327.39	23,105,916.35	7,588.96
100 000 Instruction	19,107,434.00	19,101,327.00	(6,107.00)
200 000 Support Services	3,810,893.39	3,864,589.35	53,695.96
400 000 Non-Program Transactions	140,000.00	140,000.00	-
TOTAL EXPENDITURES	23,058,327.39	23,105,916.35	47,588.96

2 min. **5. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 8405 - ENVIRONMENTAL HEALTH AND SAFETY PROGRAM – Mr. Mark Boehlke** (Discussion/Possible Action)

Moved by Ms. Donohue, seconded by Ms. Boehmer to approve the introduction (first reading) of revised Policy 8405 – Operations; Environmental Health and Safety Program. All ayes. Motion carried unanimously.

2 min. **6. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 8600 – TRANSPORTATION – Mr. Mark Boehlke** (Discussion/Possible Action)

Moved by Ms. Donohue, seconded by Ms. Boehmer to approve the introduction (first reading) of revised Policy 8600 – Operations; Transportation. All ayes. Motion carried unanimously.

Mr. Boehlke noted that the update to this policy reflects the installation of both video and audio surveillance on district student transportation vehicles and school buses. Currently, just video cameras were reflected in the policy. He added that we also have Policy 8600.01, which is strictly related to video monitoring systems on school buses. He will bring that policy forward next month to ensure the language is consistent in both policies.

1 min. **7. GIFTS – Mr. Mark Boehlke** (Information)

Administration presented the following gift to the District.

<u>Gift</u>	<u>Donor</u>	<u>Building/Program</u>	<u>Amount</u>
Monetary	Kwik Trip	South (Dance Team)	200.00
Monetary	Carrie Krahn	Sheboygan Theatre Company	210.00
Monetary	John/Cathy Perronne	Sheboygan Theatre Company	600.00
Monetary	Sartori Company	Sheboygan Theatre Company	1,000.00
Monetary	Rick Grant	Sheboygan Theatre Company	270.00

Meeting adjourned at 6:20 p.m.



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Committee Meeting Minutes of August 8, 2023

COMMITTEE OF THE WHOLE – Mr. Santino Laster, Chair

1. Vice President Laster called the meeting to order at 6:40 p.m.
2. Vice President Laster requested that everyone stand and join him in the Pledge of Allegiance.
3. Moved by Ms. Donohue, seconded by Mr. Mancl to approve the agenda. All ayes. Motion carried unanimously.
4. Present: Mr. Mark Mancl, Ms. Kay Robbins, Ms. Mary Lynn Donohue, Mr. Santino Laster, Ms. Heidi Boehmer, Ms. Sarah Ruiz-Harrison

Excused: Ms. Rebecca Versey, Mr. Ryan Burg, Dr. Susan Hein
5. **2023 WISCONSIN ACT 20 – Mr. Jacob Konrath/Mr. Jim Renzelmann** (Information/Discussion)

Mr. Konrath thanked the Board for an opportunity to talk about the 2023 Wisconsin Act 20 – Early Literacy Reading Instruction bill, as far as what administration knows now. He added that the administration wanted to present this topic before the entire board as there is much information we will not know for a while, and it will impact the District's budget and teachers. Administration will continue to update the Board as information becomes available. The District is currently doing some things that will mesh with the new policy. Mr. Renzelmann complimented our teachers and coaches for the work they have done with literacy. Mr. Renzelmann and Mr. Konrath reviewed a PowerPoint presentation, which outlined the main areas of focus with Act 20, in detail, which are: 1) establish the Office of Literacy in the Department of Public Instruction (DPI) and Statewide Literacy Coaches; 2) teacher preparation programs and licenses to teach (instruction to teach reading; 3) reading readiness assessments and interventions. The Office of Literacy will form the Literacy Council consisting of nine members (three each from State Superintendent, State Assembly, and State Senate), and their role will be to submit recommendations for approved curricula and instructional materials. Mr. Renzelmann noted they have 45 days to form the committee, leaving them about 20 days yet to form the committee. The Literacy Council will provide recommendations annually to DPI for curricula that is science of reading based. It will be required that the curricula are not based on the three cueing system that uses three options: whether it makes sense, looks right, or sounds correct. Not using the three cueing system is bringing much opposition. Beginning in the 2024-2025 school year, schools cannot provide instruction using materials that incorporate the three cueing system, specifically in grades K-3. DPI will receive recommendations for the 2024-2025 school year by December 1, 2023, and forward to the Joint Committee of Finance (JFC) by February 1, 2024. DPI will reimburse up to 50 percent of the recommended literacy and instructional materials, but only for grades K-3, and may prorate funds. We currently have 4K-5th grade materials. The bill does not include information about reimbursement for professional development, sub pay, for teacher preparation which is mandatory for all teachers, principals and reading specialists in K-3rd grade to have training in science-based early literacy instruction no later than July 1, 2025, or within six months of hire, if hired between January 1-July 1, 2025. They must have at least six days during the 2023-2024 or 2024-2025 school year. DPI will determine the 4K-3rd grade screening and diagnostic assessments - we currently choose our assessment. Ms. Robbins questioned how many assessment days, and Mr. Renzelmann responded three times a year, the 46th day, middle, and end of the year, which we currently do. The coaching program will consist of trained staff (64 coaches) in the regional CESA's. Some many unknowns and clarifications have yet to be determined by DPI. Mr. Harvatine thanked Mr. Renzelmann for presenting and explaining this very complex topic. Mr. Renzelmann highlighted that they will continue to get the groundwork set so we can move

forward as details become available. Administration will update the Board as defined information and details on Act 20 becomes available.

6. **2024 WISCONSIN ASSOCIATION OF SCHOOL BOARDS (WASB) RESOLUTIONS – Ms. Mary Lynne Donohue** (Information/Discussion)

President Donohue noted that the 2024 WASB Resolutions booklet is available on the Board of Education SharePoint site. Mr. Harvatine pointed out that these resolutions provide guidance to WASB lobbyists. If a board member has a topic that they feel needs broader discussion, the Board has until September 15, 2023, to submit a resolution, which would then get voted on at the Wisconsin State Education Convention in January.

7. Moved by Mr. Mancl, seconded by Ms. Donohue to adjourn at 7:41 p.m. All ayes. Motion carried unanimously.