



BOARD OF EDUCATION
SHEBOYGAN AREA SCHOOL DISTRICT
 Sheboygan, Wisconsin

REGULAR MEETING AGENDA
 Tuesday, January 23, 2024
6:45 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, January 23, 2024, at 6:45 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: 872 7131 0999 and Passcode: 177354 or <https://us06web.zoom.us/j/87271310999?pwd=9WX0oVDD1MHIKosMuolIpnz4qWoVvJ.1> 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)

6:45 **I. CALL TO ORDER:** President

6:46 **II. PLEDGE OF ALLEGIANCE**

6:47 **III. APPROVAL OF THE AGENDA** (Action)

6:48 **IV. ROLL CALL** (Informal)

6:49 **V. APPROVAL OF MINUTES** (Discussion/Action)

Action on the Regular Board of Education meeting minutes of December 12, 2023.

6:50 **VI. DIPLOMAS – Ms. Kay Robbins/Mr. Jacob Konrath** (Information/Action)

- A. The Curriculum and Instruction Committee recommends that high school diplomas (early graduation GED Option 2 Program) be awarded to Aprice Bates, Damion Church, Jared Dittburner, Edgar Dominguez Dionicio, Dmetrian Ehren, Gaven Johnson, Jesse Rabon, Jasmine Rocha, Rylee Spencer, and Derek Xiong, class of 2024.
- B. The Curriculum and Instruction Committee recommends that high school diplomas be awarded to Jerome Mueller, class of 2019, Jordan Hernandez, class of 2021, and Izaya Jauregui, Nathan Vang, and Bianca Sarmiento, class of 2023.
- C. The Curriculum and Instruction Committee recommends that high school diplomas (early graduation) be awarded to students from Central, North, South, and George D. Warriner High Schools who are members of the class of 2024.

	<u>Total</u>
Central High School	3
North High School	7
South High School	14
George D. Warriner High School	<u>1</u>
Total	25

7:00 **VII. STUDENT REPRESENTATIVES** (Information)

Reports will be provided by:

Central High School: Kylee Maxey

Ètude High School: Liliana Heinen

Warriner High School: Azrielle Berge

7:06 **VIII. COMMUNITY INPUT – 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.**

7:07 **IX. SUPERINTENDENT’S REPORT – Mr. Seth Harvatine** (Information)

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

7:15 **X. MISCELLANEOUS**

15 min. **A. 2022-2023 AUDIT REPORT – Mr. Mark Boehlke/Ms. Wendy Baackes/Mr. Bryan Grunewald, CliftonLarsonAllen** (Information/Discussion)

Mr. Bryan Grunewald will present the 2022-2023 audit that was completed by CliftonLarsonAllen.

10 min. **B. PRELIMINARY APPROVAL FOR ACQUISITION OF PROPERTY – Mr. Seth Harvatine/Mr. Mark Boehlke** (Discussion/Possible Action)

Administration recommends preliminary approval with contingencies for the acquisition of property known as parcel numbers 59024344640, 59281629387, 59281629388, and 59281628967 located at the intersection of Mill and Najacht Roads, Sheboygan, WI. The 57.8 acres in the amount of \$847,000 will be utilized for the potential rebuilding of Urban Middle School.

10 min. **C. DISCUSSION OF INTEREST IN DISTRICT SALE OF PROPERTY – Mr. Seth Harvatine/Mr. Mark Boehlke** (Information/Discussion)

Administration will discuss the District owned property known as parcel numbers 59281629047 and 59024346372, commonly known as the 38.7 acres of land west of North 15th Street between Grand Avenue and MacArthur Avenue in the City of Sheboygan, WI, and the Town of Sheboygan, WI.

25 min. **D. REFERENDUM PROCESS AND TIMELINE FOR FARNSWORTH AND URBAN MIDDLE SCHOOLS – Mr. Seth Harvatine/Mr. Mark Boehlke/Mr. Jacob Konrath/Mr. Matt Wolfort and Mr. Nate Considine – Bray Architects** (Information/Discussion)

Mr. Wolfort and Mr. Considine will provide an update of the referendum process and timeline for Farnsworth and Urban Middle Schools.

2 min. **E. DISTRICT ADMINISTRATOR PERFORMANCE EVALUATION SYSTEM (DAPES) – Mr. Santino Laster/Mr. Seth Harvatine** (Information/Discussion)

Vice President Laster will review steps for the Superintendent’s mid-year review in preparation for discussion on February 13, 2024.

2 min. **F. INTRODUCTION (FIRST READING) TO DELETE BOARD OF EDUCATION POLICY 9210 – PARENT ORGANIZATIONS – Mr. Seth Harvatine** (Discussion/Possible Action)

The administration recommends the introduction (first reading) to delete the following policy:

- Policy 9210 – Relations; Parent Organizations

2 min. **G. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 9211 – DISTRICT SUPPORT ORGANIZATIONS – Mr. Seth Harvatine** (Discussion/Possible Action)

The administration recommends the introduction (first reading) of the following revised policy:

- Policy 9211 – Relations; District Support Organizations

- 2 min. **H. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 1623 TO RENUMBERED (8913) – SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT – Ms. Jami Hintz** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) to revise (renumber) the following policy:
- Policy 1623 (8913) – Administration; Section 504/ADA Prohibition Against Disability Discrimination in Employment
- 2 min. **I. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 3430.01 – FAMILY AND MEDICAL LEAVE OF ABSENCE (“FMLA”) – Ms. Jami Hintz** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 3430.01 – Professional Staff; Family and Medical Leave of Absence (“FMLA”)
- 2 min. **J. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 4430.01 – FAMILY AND MEDICAL LEAVE OF ABSENCE (“FMLA”) – Ms. Jami Hintz** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 4430.01 – Support Staff; Family and Medical Leave of Absence (“FMLA”)
- 2 min. **K. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 2210 – CURRICULUM DEVELOPMENT – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 2210 – Program; Curriculum Development
- 2 min. **L. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 2220 – ADOPTION OF COURSES OF STUDY – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 2220 – Program; Adoption of Courses of Study
- 2 min. **M. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 2430 – DISTRICT-SPONSORED CLUBS AND ACTIVITIES – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 2430 – Program; District-Sponsored Clubs and Activities
- 2 min. **N. ADOPTION (SECOND READING) OF NEW BOARD OF EDUCATION POLICY 5250 – PROGRAM OR CURRICULUM MODIFICATIONS – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following new policy:
- Policy 5250 – Students; Program or Curriculum Modifications
- 2 min. **O. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 5330 – ADMINISTRATION OF MEDICATION/EMERGENCY CARE – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 5330 – Students; Administration of Medication/Emergency Care
- 2 min. **P. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 5410 – PROMOTION, PLACEMENT, AND RETENTION – Mr. Jacob Konrath** (Discussion/Possible Action)
- The administration recommends the adoption (second reading) of the following revised policy:
- Policy 5410 – Students; Promotion, Placement, and Retention

- 2 min. **Q. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 5512 – USE OF TOBACCO BY STUDENTS – Mr. Jacob Konrath** (Discussion/Possible Action)

The administration recommends the adoption (second reading) of the following revised policy:

- Policy 5512 – Students; Use of Tobacco by Students

- 2 min. **R. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 5517 – STUDENT ANTI-HARASSMENT – Mr. Jacob Konrath** (Discussion/Possible Action)

The administration recommends the adoption (second reading) of the following revised policy:

- Policy 5517 – Students; Student Anti-Harassment

- 2 min. **S. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 5771 – SEARCH AND SEIZURE – Mr. Jacob Konrath** (Discussion/Possible Action)

The administration recommends the adoption (second reading) of the following revised policy:

- Policy 5771 – Students; Search and Seizure

- 2 min. **T. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 7434 – USE OF TOBACCO AND NICOTINE ON SCHOOL PREMISES – Mr. Jacob Konrath** (Discussion/Possible Action)

The administration recommends the adoption (second reading) of the following revised policy:

- Policy 7434 – Property; Use of Tobacco and Nicotine on School Premises

- 2 min. **U. ADOPTION (SECOND READING) OF REVISED BOARD OF EDUCATION POLICY 7544 – USE OF SOCIAL MEDIA – Mr. Jacob Konrath** (Discussion/Possible Action)

The administration recommends the adoption (second reading) of the following revised policy:

- Policy 7544 – Property; Use of Social Media

8:49 **XI. REPORT OF COMMITTEES**

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

1. Diplomas (Early Graduation) (See above)
2. Diplomas (Early Graduation GED Option 2 Program) (See above)
3. Diplomas (See above)
4. 2024 UCA National High School Cheerleading Championship Field Trip (Information/Action)
5. International Model United Nations Conference Field Trip (Information/Action)
6. Middle School Math Intervention Update (Information/Discussion)
7. Regular and Special Education Enrollment Caps (Information/Action)

B. HUMAN RESOURCES COMMITTEE – Dr. Susan Hein, Chair

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

C. FACILITIES/RECREATION/THEATRE COMMITTEE – Mr. Ryan Burg, Chair

1. Tabulation of Bids – Roofing (Action)
2. Tabulation of Bids – Tuckpointing (Action)
3. Tabulation of Bids – Fire Alarm System Replacement (Action)
4. Fund Balance Request (Discussion/Possible Action)
5. Sheboygan Theatre Company Financial Report (Action)
6. Community Recreation Department Financial Report (Action)
7. Facility Permit Report (Information)

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

1. Fund 41 Capital Projects (Action)
2. Statement of Cash Flow (Action)
3. Revenues & Expenditures Reports (Action)
4. Budget Revisions and Transfers of Appropriations (Action)
5. Introduction (First Reading) of Revised Board of Education Policy 6151 – Returned Checks (Discussion/Possible Action)

6. Introduction (First Reading) of Revised Board of Education Policy 6610 – Student Activity Fund (Discussion/Possible Action)
7. Gifts (Action)

E. SPECIAL BOARD COMMITTEES/ASSIGNMENTS

1. Human Growth and Development Citizens' Advisory Committee – Ms. Kay Robbins/Mr. Jeff Leismer (Information/Possible Action)
 - Ms. Robbins and Mr. Leismer will provide an update of the Human Growth and Development Citizens' Advisory Committee meeting minutes of January 8, 2024.
 - The committee recommends the appointment of Ms. Christina Singh for the open community member position. Voting results and letters of applications for candidates can be found in the January 8, 2024 meeting minutes.
2. Sheboygan Public Education Foundation – Mr. Seth Harvatine/Ms. Heidi Boehmer (Information)
Information from the January 10, 2024 meeting will be shared.

9:00 **XII. FUTURE MEETING DATES** (Information/Possible Action)

February 13, 2024 – Committee meetings at 6:00 p.m.

February 27, 2024 - Regular Board of Education meeting at 6:00 p.m.

XIII. ADJOURN TO CLOSED SESSION PER WISCONSIN STATE STATUTES SECTION 19.85(1)(e) (*Action with roll call vote*) – For purpose of developing potential sale and negotiation strategy regarding property discussion in Open Session.

IX. RECONVENE TO OPEN SESSION (Action)

X. 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.



DRAFT

**BOARD OF EDUCATION
SHEBOYGAN AREA SCHOOL DISTRICT
Sheboygan, Wisconsin
REGULAR MEETING MINUTES
Tuesday, December 12, 2023**

The regular meeting of the Board of Education of the Sheboygan Area School District was held on Tuesday, the 12th day of December 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 6:38 p.m.

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

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

Present: Mr. Mark Mancl, Ms. Rebecca Versey (arrived at 7:07 p.m.), Mr. Ryan Burg, Ms. Kay Robbins, Ms. Mary Lynne Donohue, Dr. Susan Hein, Ms. Heidi Boehmer

Excused: Ms. Sarah Ruiz-Harrison

APPROVAL OF MINUTES

Moved by Ms. Boehmer, seconded by Ms. Robbins to approve the Regular Board of Education meeting minutes of November 28, 2023 and Closed Session meeting minutes of November 28, 2023. All ayes. Motion carried unanimously.

STUDENT REPRESENTATIVES

Mr. Julius Spivery, South High School student representative is a senior at South as well as a four-sport varsity athlete and participates in many clubs. November was the month of college and career readiness so students have been touring local colleges and universities as well as participating in a variety of other events. The month of December students will focus on PBIS and the five pillars. Mr. Spivery provided an update on current sports and the various events that clubs are hosting within the next couple of weeks.

Ms. Elizabeth Juckem, North High School student representative is a senior at North and plans to attend the University of Wisconsin – Madison. She reported that the Mean Girls musical was a huge success. Parent teacher conferences took place in November and more than 120 students volunteered for a variety of community organizations. More than 1,500 students attended career expo where they learned about a variety of opportunities post high school. She added that organizations continue to raise funds for people in need around the community.

COMMUNITY INPUT

There was no community input.

SUPERINTENDENT'S REPORT

Mr. Harvatine reported he attended the Horace Mann Middle School food truck event where students in Family and Consumer Education classes create and set up mock food trucks, create a theme and menu, and serve 1-2 dishes. Families who would like to make a school choice can apply online from December 1 through February 8. School board members received a listing of holiday programs put on by student and are encouraged to take the time to visit one of the programs. This year's Hour of Code event is open to all students, parents, staff and community members ages 4 and up with no experience needed. The Hour of Code is a global movement reaching tens of millions of students in more than 180 countries. In June, 2022, the District and Lakeland University signed an innovative agreement to expand access to college credit courses at no cost to high school students. Access to the free CAPP classes rolled out this fall, and the number of students enrolled for college credit has increased by over thirty-five percent, with 1,140 students enrolled in a Lakeland CAPP class at North or South High School in the first semester.

MISCELLANEOUS

A. Strategic (Long-Range) Plan Quarterly Review

Mr. Harvatine thanked the Executive Management Team for their work on the long-range plan and noted that the next update will be in March with the final report in June.

Each administrator provided a brief update of the long-range plan and highlighted one or two of their objectives and the progress being made. Mr. Mancl thanked administration for how well the presentation is put together and how easy it is to read and understand the reports they are presenting to the Board.

B. 2024-2025 Calendar and Professional Development Days

Moved by Mr. Laster, seconded by Mr. Burg to adopt the proposed 2024-2025 school year calendar and the change to the structure of professional development days. All ayes. Motion carried unanimously.

Mr. Konrath reported that a parent survey resulted in seventy percent of parents supporting moving away from early release on Wednesdays. He added that the Sheboygan Education Association (SEA) also provided some clear feedback so that was worked through with staff. The proposal is asking for professional development days for Wednesdays. There will be approximately a \$70k savings in transportation costs and it will be a positive change for the District.

Ms. Donohue noted she would like one motion for agenda items C. through M. and asked if the Board had any questions on any of the policies and there were none.

Moved by Dr. Hein, seconded by Ms. Boehmer to approve agenda items C. through M. All ayes. Motion carried unanimously.

C. Adoption (Second Reading) of Revised Board of Education Policy 1421 – Administration; Criminal History Record Check and Employee Self-Reporting

D. Adoption (Second Reading) of Revised Board of Education Policy 3121 – Professional Staff; Criminal History Record Check and Employee Self-Reporting Requirements

E. Adoption (Second Reading) of Revised Board of Education Policy 4121 – Support Staff; Criminal History Record Check and Employee Self-Reporting Requirements

F. Adoption (Second Reading) to Delete Board of Education Policy 3123 – Professional Staff; Section 504/ADA Prohibition Against Disability Discrimination in Employment

G. Adoption (Second Reading) to Delete Board of Education Policy 4123 – Support Staff; Section 504/ADA Prohibition Against Disability Discrimination in Employment

H. Adoption (Second Reading) of Revised Board of Education Policy 1630.01 – Administration; Family and Medical Leave of Absence (“FMLA”)

I. Adoption (Second Reading) of Revised Board of Education Policy 3120.07 – Professional Staff; Employment of Casual Resource Personnel

J. Adoption (Second Reading) of Revised Board of Education Policy 3139 – Professional Staff; Staff Discipline

K. Adoption (Second Reading) of Revised Board of Education Policy 4139 – Support Staff; Staff Discipline

L. Adoption (Second Reading) of Revised Board of Education Policy 4430.05 – Support Staff; Nursing Mothers

M. Adoption (Second Reading) of Revised Board of Education Policy 8700 – Operations; Nursing Mothers

REPORT OF COMMITTEES

A. CURRICULUM & INSTRUCTION COMMITTEE

Moved by Ms. Robbins, seconded by Mr. Mancl to approve the Curriculum and Instruction Committee recommendation to approve agenda items #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, and #12. All ayes. Motion carried unanimously.

1. Introduction of New Course

Moved by Ms. Robbins, seconded by Mr. Mancl to approve the Curriculum and Instruction Committee’s recommendation to adopt new course Innovative Physical Education (PE) – Grades 10-12 (North High School) for the 2024-2025 school year. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve administration’s recommendation to adopt new course Innovative Physical Education (PE) – Grades 10-12 (North High School) for the 2024-2025 school year. All ayes. Motion carried unanimously.

The purpose of this course is to combine general education and adapted physical education, which will allow students of all abilities to participate in developmentally appropriate activities. Students will work together to increase competence and confidence in a variety of physical activities. This course is a unique opportunity for students of varying ability levels and backgrounds to come together on equal terms and focuses on the physical, intellectual and social growth of all participants, which will help to foster social relationships.

2. Introduction (First Reading) of Revised Board of Education Policy 2210 – Curriculum Development

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 2210 – Program; Curriculum Development. All ayes. Motion carried unanimously.

3. Introduction (First Reading) of Revised Board of Education Policy 2220 – Adoption of Courses of Study

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 2220 – Program; Adoption of Courses of Study. All ayes. Motion carried unanimously.

4. Introduction (First Reading) of Revised Board of Education Policy 2430 – District-Sponsored Clubs and Activities

From the committee meeting:

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 2430 – Program; District-Sponsored Clubs and Activities. All ayes. Motion carried unanimously.

5. Introduction (First Reading) of New Board of Education Policy 5250 – Program or Curriculum Modifications

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of new Board of Education Policy 5250 – Students; Program or Curriculum Modifications. All ayes. Motion carried unanimously.

6. Introduction (First Reading) of Revised Board of Education Policy 5330 – Administration of Medication/Emergency Care

From the committee meeting:

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 5330 – Students; Administration of Medication/Emergency Care. All ayes. Motion carried unanimously.

7. Introduction (First Reading) of Revised Board of Education Policy 5410 – Promotion, Placement, and Retention

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 5410 – Students; Promotion, Placement, and Retention. All ayes. Motion carried unanimously.

8. Introduction (First Reading) of Revised Board of Education Policy 5512 – Use of Tobacco and Nicotine by Students

From the committee meeting:

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 5512 – Students; Use of Tobacco and Nicotine by Students. All ayes. Motion carried unanimously.

9. Introduction (First Reading) of Revised Board of Education Policy 5517 – Student Anti-Harassment

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 – Students; Student Anti-Harassment. All ayes. Motion carried unanimously.

10. Introduction (First Reading) of Revised Board of Education Policy 5771 – Search and Seizure

From the committee meeting:

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of revised Board of Education Policy 5771 – Students; Search and Seizure. All ayes. Motion carried unanimously.

11. Introduction (First Reading) of Revised Board of Education Policy 7434 – Use of Tobacco and Nicotine on School Premises

From the committee meeting:

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 7434 – Property; Use of Tobacco and Nicotine on School Premises. All ayes. Motion carried unanimously.

12. Introduction (First Reading) of Revised Board of Education Policy 7544 – Use of Social Media

From the committee meeting:

Moved by Mr. Laster, seconded by Mr. Mancl to approve the introduction (first reading) of revised Board of Education Policy 7544 – Property; Use of Social Media. All ayes. Motion carried unanimously.

B. HUMAN RESOURCES COMMITTEE

Moved by Dr. Hein, seconded by Mr. Mancl to accept the Human Resources Committee recommendation to approve agenda items #1 and #2. All ayes. Motion carried unanimously.

Moved by Dr. Hein, seconded by Mr. Mancl to accept the Human Resources Committee recommendation to approve agenda items #6, #7, and #8. All ayes. Motion carried unanimously.

1. Appointments

From the committee:

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

TEACHERS

Mirtha Boggs	English Learner	UNIFE	Bachelor’s Degree
Sheboygan, WI	North High and Central High		\$34,096.40 (prorated)

Ms. Boggs has been hired for the 2023-2024 school year. She worked as an Education Assistant with the District from August 2022 to June 2023 and is currently serving as a Substitute Teacher. She will be certified in English as a Second Language and Spanish. She was one of two candidates interviewed.

Miranda Gmach	Cross Categorical	UW Oshkosh	Bachelor’s Degree
Sheboygan, WI	North High		\$22,938.34 (prorated)

Ms. Gmach has been hired for the 2023-2024 school year. She will be certified in Cross Categorical Special Education. She was one of five candidates interviewed.

Christi Nagode	Kindergarten	Lakeland College	Bachelor’s Degree
Sheboygan, WI	Cooper		\$26,179.63 (prorated)

Ms. Nagode has been hired for the 2023-2024 school year. She is certified in Regular Education. She was the only candidate interviewed.

Alexandra Nugent Timofeeva	Lead Multilingual Teacher (50%)	University of Minnesota	Master’s Degree
Plymouth, WI	Administrative Services (50%)		\$47,362.18 (prorated)

Ms. Nugent Timofeeva has been hired for the 2023-2024 school year. She is certified in English as a Second Language and Spanish. She will be certified as a Principal and Director of Instruction. Ms. Nugent Timofeeva previously worked for the District from August 2019 through June 2023. She was the only candidate interviewed.

COOK

Tracy Farley	South High	November 27, 2023	\$15.50 per hour
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CUSTODIAN

Chad Kuehn	Facilities Services	November 13, 2023	\$24.00 per hour
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EDUCATIONAL ASSISTANTS

Serenity Holloman	Cooper	November 22, 2023	\$16.10 per hour
Yia Lee	South High	November 6, 2023	\$17.00 per hour

2. Leave of Absence

From the committee meeting:

Moved by Ms. Boehmer, seconded by Mr. Mancl to approve the following requests for a personal leave of absence without compensation. All ayes. Motion carried unanimously.

Tanner Good	Educational Assistant	North High	January 8, 2024 – June 7, 2024
Yer Yang	Educational Assistant	Grant	January 2, 2024 – February 12, 2024

3. Separations

From the committee meeting:

The following separations have been granted:

Aryanna Bartlein	Educational Assistant	Longfellow	November 6, 2023
Elizabeth M. Garcia	Educational Assistant	Cooper	November 22, 2023
Eric Grauman	Educational Assistant	North High	November 13, 2023
Sharon McAlister	Custodian	Grant	November 9, 2023
Graig Stone	Teacher	South High	November 22, 2023
Jessica Strutz	Cook	School Nutrition	December 1, 2023

4. Retirement

Moved by Dr. Hein, seconded by Ms. Boehmer to accept the Human Resources Committee recommendation to grant a request to retire and the employee be recognized for his years of service. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Mr. Mancl, seconded by Ms. Boehmer 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.

John Koehler	Director	Community Recreation	29.50 years of service
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5. Internal Administrative Transfer

From the committee meeting:

The following internal transfer (an internal employee moving from one position to another position) for the 2023-2024 school year has been granted:

Brian Hinn	Assistant Principal at Horace Mann Middle School	Principal at Longfellow Elementary School
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6. Introduction (First Reading) of Revised Board of Education Policy 1623 to Renumbered (8913) – Section 504/ADA Prohibition Against Disability Discrimination in Employment

From the committee meeting:

Moved by Mr. Mancl, seconded by Ms. Boehmer to approve the introduction (first reading) to revise (renumber) Policy 1623 (8913) – Administration; Section 504/ADA Prohibition Against Disability Discrimination in Employment. All ayes. Motion carried unanimously.

7. Introduction (First Reading) of Revised Board of Education Policy 3430.01 – Family and Medical Leave of Absence (“FMLA”)

From the committee meeting:

Moved by Ms. Boehmer, seconded by Mr. Mancl to approve the introduction (first reading) of Policy 3430.01 – Professional Staff; Family and Medical Leave of Absence (“FMLA”). All ayes. Motion carried unanimously.

8. Introduction (First Reading) of Revised Board of Education Policy 4430.01 – Family and Medical Leave of Absence (“FMLA”)

From the committee meeting:

Moved by Ms. Boehmer, seconded by Mr. Mancl to approve the introduction (first reading) of Policy 4430.01 – Support Staff; Family and Medical Leave of Absence (“FMLA”). All ayes. Motion carried unanimously.

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 #2 and #3. All ayes. Motion carried unanimously.

1. Community Recreation Department Winter/Spring Programming

From the committee meeting:

Mr. Koehler presented the Community Recreation Department Winter/Spring Programs insert and shared with the committee some of the programs being promoted within the insert. He added that the fitness centers are open and walking tracks are available in the morning at North and South High Schools.

2. Sheboygan Theatre Company Financial Report

From the committee meeting:

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

Mr. Koehler reported that two interpreters were utilized for one of the Sheboygan Theatre Company's shows and he added that it might be something that the Sheboygan Theatre Company considers for future shows as it may interest more people who need that service attend their programs.

3. Community Recreation Department Financial Report

From the committee meeting:

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

Mr. Koehler talked about the previous approval of the fund balance and noted he may come back to the committee to seek additional funds for the Pigeon River Elementary School Recreation Center floor as well as the entry system.

4. Facility Permit Report

From the committee meeting:

Administration presented the Facility Permit Report through November 30, 2023 for information.

D. FINANCE & BUDGET COMMITTEE

Moved by Mr. Burg, seconded by Dr. Hein to accept the Finance and Budget Committee recommendation to approve agenda items #1, #2, #3, and #4. All ayes. Motion carried unanimously.

Moved by Mr. Burg, seconded by Ms. Boehmer to accept the Finance and Budget Committee recommendation to approve agenda items #6 and #7. All ayes. Motion carried unanimously.

1. Fund 41 Capital Projects

From the committee meeting:

Moved by Ms. Boehmer, seconded by Dr. Hein to approve the Fund 41 Capital Projects through October 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 October 31, 2023, as presented. All ayes. Motion carried unanimously.

3. Revenues & Expenditures Reports

From the committee meeting:

Moved by Dr. Hein, seconded by Ms. Boehmer to approve the Revenue & Expenditures reports through October 31, 2023, as presented. All ayes. Motion carried unanimously.

4. Budget Revisions and Transfers of Appropriations

From the committee:

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

GENERAL FUND (FUND 10)	Original Budget 10-24-23	Revised Budget 10-31-23	Budget Increase (Decrease)
REVENUES			
100 Transfers-in	0.00	0.00	0.00
Local Sources			
210 Taxes	24,585,309.00	24,585,309.00	0.00
240 Payments for Services Provided Local Governments	0.00	0.00	0.00
260 Non-Capital Sales	364,545.35	370,223.12	5,677.77
270 School Activity Income	291,110.64	143,776.15	(147,334.49)
280 Interest on Investments	1,707,233.00	1,707,233.00	0.00
290 Other Revenue, Local Sources	236,185.00	317,016.12	80,831.12
Subtotal Local Sources	27,184,382.99	27,123,557.39	(60,825.60)
Other School Districts Within Wisconsin			
340 Payments for Services	1,973,522.00	1,973,522.00	0.00
Revenue from Intermediate Sources			
510 Transit of Aids	48,968.00	48,968.00	0.00
State Sources			
610 State Aid -- Categorical	855,500.00	855,500.00	0.00
620 State Aid -- General	87,854,987.00	87,854,987.00	0.00
630 DPI Special Project Grants	100,000.00	100,000.00	0.00
640 Payments for Services	133,000.00	133,000.00	0.00
650 Student Achievement Guarantee in Education	1,495,000.00	1,495,000.00	0.00
660 Other State Revenue Through Local Units	17,000.00	17,000.00	0.00
690 Other Revenue	7,636,487.00	7,636,487.00	0.00
Subtotal State Sources	98,091,974.00	98,091,974.00	0.00
Federal Sources			
710 Transit of Aids	92,791.00	110,410.00	17,619.00
730 DPI Special Project Grants	5,712,536.00	5,710,151.00	(2,385.00)
750 IASA Grants	2,310,497.00	2,310,497.00	0.00
780 Other Federal Revenue Through State	24,000.00	24,000.00	0.00
790 Other Revenue from Federal Sources	0.00	0.00	0.00
Subtotal Federal Sources	8,139,824.00	8,155,058.00	15,234.00
Other Financing Sources			
860 Compensation, Fixed Assets	0.00	0.00	0.00
Other Revenues			
960 Adjustments	0.00	0.00	0.00
970 Refund of Disbursement	150,000.00	150,000.00	0.00
990 Miscellaneous	294,048.16	295,147.24	1,099.08
Subtotal Other Revenues	444,048.16	445,147.24	1,099.08
TOTAL REVENUES	135,882,719.15	135,838,226.63	(44,492.52)

EXPENDITURES	Revised Budget 10-24-23	Revised Budget 10-31-23	Budget Increase (Decrease)
Instruction			
110 000 Undifferentiated Curriculum	24,753,006.00	24,715,747.00	(37,259.00)
120 000 Regular Curriculum	30,070,704.73	30,064,096.73	(6,608.00)
130 000 Vocational Curriculum	2,963,613.90	2,985,860.67	22,246.77
140 000 Physical Curriculum	2,930,755.00	2,930,755.00	0.00
160 000 Co-Curricular Activities	1,372,863.44	1,385,609.09	12,745.65
170 000 Other Special Needs	539,926.00	539,926.00	0.00
Subtotal Instruction	62,630,869.07	62,621,994.49	(8,874.58)
Support Sources			
210 000 Pupil Services	5,492,977.00	5,512,255.00	19,278.00
220 000 Instructional Staff Services	4,421,201.73	4,417,864.73	(3,337.00)
230 000 General Administration	1,750,356.16	1,749,053.24	(1,302.92)
240 000 School Building Administration	7,237,553.14	7,249,474.24	11,921.10
250 000 Business Administration	17,850,036.00	18,137,791.53	287,755.53
260 000 Central Services	634,336.00	634,917.00	581.00
270 000 Insurance & Judgments	1,053,669.00	1,053,669.00	0.00
280 000 Debt Services	1,610.00	1,610.00	0.00
290 000 Other Support Services	2,386,738.00	2,623,241.49	236,503.49
Subtotal Support Sources	40,828,477.03	41,379,876.23	551,399.20
Non-Program Transactions			
410 000 Inter-fund Transfers	14,812,774.00	14,812,774.00	0.00
430 000 Instructional Service Payments	17,610,599.05	17,618,684.05	8,085.00
490 000 Other Non-Program Transactions	0.00	0.00	0.00
Subtotal Non-Program Transactions	32,423,373.05	32,431,458.05	8,085.00
TOTAL EXPENDITURES	135,882,719.15	136,433,328.77	550,609.62
SPECIAL EDUCATION (FUND 27)	Revised Budget 10-24-23	Revised Budget 10-31-23	Change in Budget
TOTAL REVENUES	24,140,043.00	24,129,355.00	10,688.00)
100 000 Instruction	19,831,007.00	19,847,507.00	16,500.00
200 000 Support Services	4,165,736.00	3,972,548.00	(193,188.00)
400 000 Non-Program Transactions	143,300.00	309,300.00	166,000.00
TOTAL EXPENDITURES	24,140,043.00	24,129,355.00	(10,688.00)

5. Nutritional Services Update

From the committee meeting:

Ms. Tesmer provided an update on the Nutritional Services Department, which included an overview of the current nutritional programs, staffing update, challenges, and future plans as outlined in her presentation. Ms. Tesmer highlighted that the District is in year one of four of being on the Community Eligibility Provision (CEP) district-wide, which means all Sheboygan Area School District students can receive free breakfast and lunch. The daily meal counts have continued to increase. Breakfast meals were down 7.67% from last year, now at 6.56%, and lunch meals up 2.7% from last year. Daily they serve approximately 2,915 breakfasts, 5,307 lunches, and 300 suppers. Mr. Burg questioned why the breakfast counts are down approximately 7% from last year and Ms. Tesmer responded that in theory they serve shelf-stable breakfast kits, there is much repetition and not much of a variety or fresh fruit. They are working to get better kits and are working with brokers such as AJ Produce. After-school supper meals are available at twelve sites, serving between 5,000-6,000 meals per month. Six sites offer hot after-school meals on Tuesdays and Thursdays. Nutritional Services has partnered with the Kid Stop Program and the Boys & Girls Club to make food available to families. Those programs have staff to help serve food at their sites. “No Thank You” tables have been implemented in which students can place any unwanted, unopened, non-perishable items from the breakfast or supper kits and those items are returned to the kitchen for reuse. One non

perishable item can be brought home from the after-school supper meals. Ms. Tesmer talked about the equipment that was purchased to spend down the fund balance, as their fund balance was higher than the Department of Public Instruction (DPI) allows. Ms. Tesmer spoke about partnering with district social workers for the Good Food Club for Thought Program that provide kids with food on weekends and holidays. She further spoke about future opportunities, which include updating equipment, student taste testing, staff training and development, School Breakfast Expansion Grant, and supply chain assistance.

6. Gifts

From the committee meeting:

Moved by Dr. Hein, seconded by Ms. Boehmer to accept all gifts to the District, approving those \$2,500 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	Donna DeZwarte	South High	250.00
Monetary	Glenn/Patricia Phillings	North High	500.00
Trumpet	Daniel Walsh	SASD Music Department	500.00
Monetary	Laxmon Gurung	Lincoln-Erdman	1,000.00
Monetary	Michael Posewitz	South	1,000.00
Monetary	Nicholas/Barbara Meriggioli	Wilson	1,000.00
Monetary	Kohler Foundation	South	2,000.00
Monetary	Claudia Wardius	Sheboygan Theatre Company	35.00
Monetary	Tyler Schneekloth	Sheboygan Theatre Company	35.00
Monetary	Coleen Allee	Sheboygan Theatre Company	50.00
Monetary	Shayna Harper	Sheboygan Theatre Company	35.00
Monetary	Alan Kupsch	Sheboygan Theatre Company	360.00
Monetary	Randy Gerritson	Sheboygan Theatre Company	110.00
Monetary	Vivian Alden	Sheboygan Theatre Company	100.00
Monetary	Corrine Hunter	Sheboygan Theatre Company	35.00
Monetary	Roger Dunn	Sheboygan Theatre Company	35.00
Monetary	Michael Hoover	Sheboygan Theatre Company	10.00
Monetary	Festival Foods	Sheboygan Theatre Company	250.00
Monetary	Rosa Perez	Sheboygan Theatre Company	35.00
Monetary	Christy Myers	Sheboygan Theatre Company	40.00
Monetary	Laura Anderson	Sheboygan Theatre Company	110.10
Monetary	Sheila Ryan	Sheboygan Theatre Company	500.00
Monetary	Thomas/Tricia Roberts	Sheboygan Theatre Company	20.00
Monetary	Carolyn Graham Tsuneta	Sheboygan Theatre Company	10.00
Monetary	Tom Jacobson	Sheboygan Theatre Company	10.00
Monetary	Shannon Vanderputten	Sheboygan Theatre Company	10.00
Monetary	Jerry Hittman	Sheboygan Theatre Company	25.00
Monetary	Joseph Bernstein	Sheboygan Theatre Company	35.00
Monetary	Andrew Wendle	Sheboygan Theatre Company	10.00
Monetary	Jan Schneider	Sheboygan Theatre Company	10.00
Monetary	Beth Wynveen	Sheboygan Theatre Company	200.00
Monetary	Grace Wilsnack	Sheboygan Theatre Company	25.00
Monetary	Shelly Hollingsworth	Sheboygan Theatre Company	50.00
Monetary	Mark Mahoney	Sheboygan Theatre Company	50.00
<u>For Action</u>			
Marcus Theatres Tickets	Marcus Theatres	SASD (Positive Behavior Incentives)	24,034.00
Monetary	Acuity Insurance	Sheboygan Theatre Company	10,000.00

7. Gifts from 11/14/23 Finance and Budget Committee Meeting

COMMUNICATIONS

Communications were received.

FUTURE MEETING DATES

January 9, 2024 – Committee meetings at 6:00 p.m.

January 23, 2024 –Regular Board of Education meeting at 6:00 p.m.

ADJOURN

Moved by Mr. Mancl, seconded by Dr. Hein to adjourn at 7:17 p.m. All ayes. Motion carried unanimously.

Seth A. Harvatine
Superintendent & Secretary of the Board



Sheboygan Area School District Audit Results

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

Responsibilities

Management Responsibilities

- Preparation and fair presentation of financial statements
- Including design, implementation, and maintenance of internal control relevant to the financial statements

Auditors Responsibilities

- Express opinions on the financial statements based on our audit
- Evaluate the appropriateness of accounting policies used and the reasonableness of estimates made by management
- Consider internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate
- Perform procedures to obtain audit evidence about the amounts and disclosures in the financial statements



Summary of Audit Results

Auditors' Report on the Basic Financial Statements

- Unmodified Opinion

Auditors' Report on Internal Control

- Finding 2023–001 Preparation Of the Financial Statements
- Finding 2023-002 Adjustments to the District's Financial Records

Auditors' Report on Compliance

- Finding 2023–003 Pupil Transportation
- Finding 2023-004 Suspension & Debarment



Governance Communication

Qualitative aspects
of accounting
practices and
significant estimates

Financial statement
disclosures

No difficulties

No disagreements
with management

Audit adjustments

No consultations
with other
accountants

Management
representations



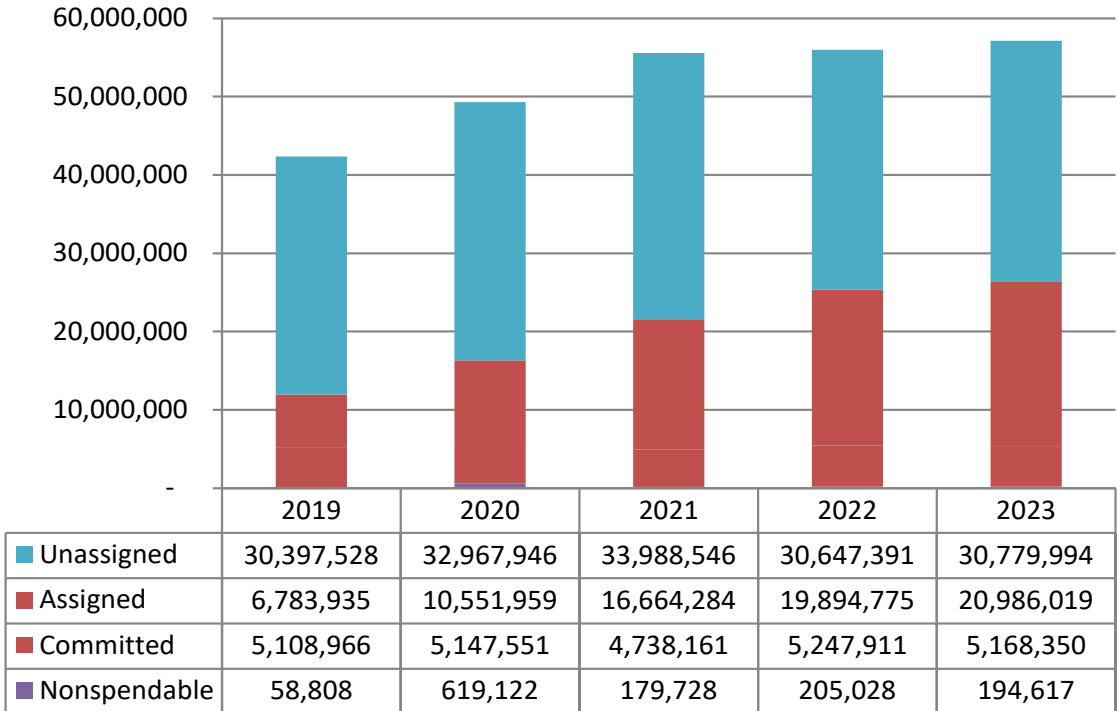
Single Audit Highlights

- \$20.2M in federal funds and \$103.3M in state funds received
- Programs Tested
 - Federal
 - ESSER
 - Child Nutrition Cluster
 - Medicaid Cluster
 - State
 - Equalization Aids
 - Pupil Transportation Aid
 - Per Pupil Aid

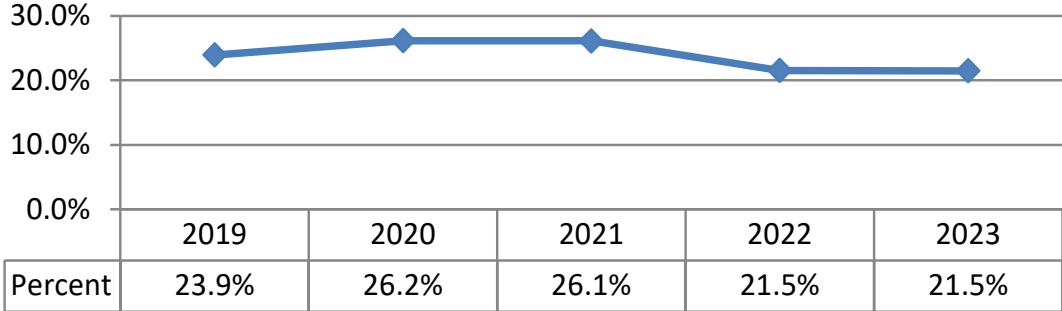
Programs represent \$14.3M in federal funding and \$93.5M in state funding



General Fund Balance



General Fund – Unassigned Fund Balance vs Actual Expenditures

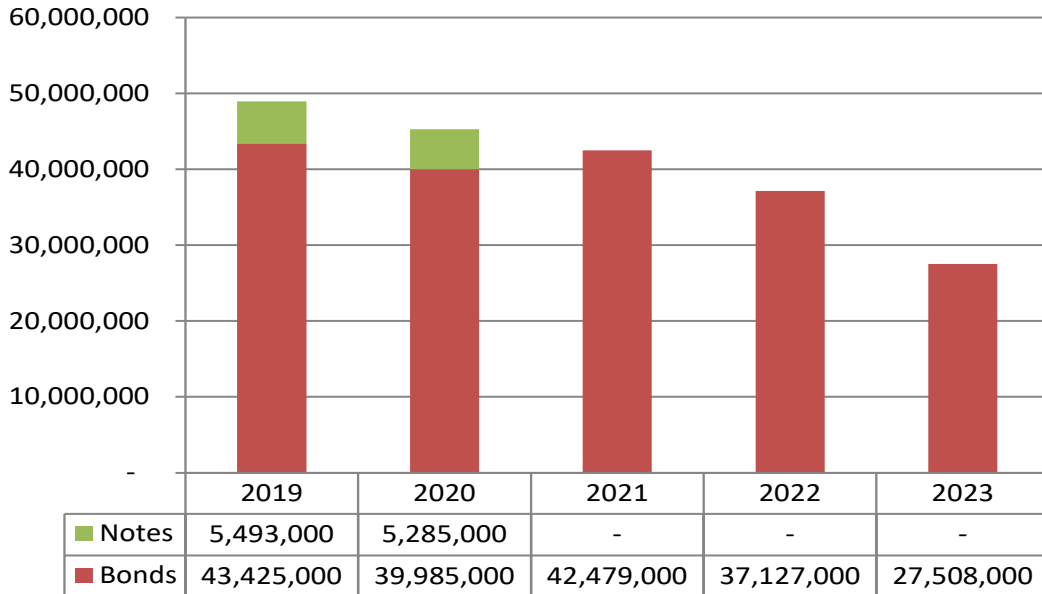


Other Governmental Funds

	<u>June 30, 2023</u>	<u>June 30, 2022</u>
Special Revenue Funds		
Donations (Fund 21)	\$ 1,421,232	\$ 1,487,242
Food Service Programs	3,377,074	4,072,679
Community Service Programs	<u>1,224,403</u>	<u>1,123,756</u>
Total Special Revenue Funds	6,022,709	6,683,677
Debt Service Funds		
Restricted		
Retirement of Long-Term Debt	695,836	861,586
Capital Projects Fund		
Restricted		
Capital Projects	2,253,811	2,159,158
Long-Term Capital Projects (Fund 46)	<u>7,607,053</u>	<u>5,556,866</u>
Total Capital Projects Fund	<u>\$ 9,860,864</u>	<u>\$ 7,716,024</u>



Long-term Debt



Other Postemployment Benefits

Fund 73 Benefit Trust

- Established in August 2006
1. Traditional Insurance Benefits:
 - Actuarial accrued liability = \$1.9 million
 - Net Position as of 6/30/23 (included in fund 73)= \$1.9 Million
 2. HRA Benefits:
 - \$30.5 Million in both assets and net position



Looking Forward...

New Standards effective for 2024:

- Statement on Auditing Standards No. 143 - 145



Bryan Grunewald, CPA

Principal

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WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 30, 2023 [DATE] IS (AGENT OF BUYER)

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

3 The Buyer, Sheboygan Area School District

4 offers to purchase the Property known as 59024344640, 59281629387, 59281629388

5 59281628967 identified as parcels 2, 3, 4 and 5 respectively on plat map and approx 57.8ac

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach

7 as an addendum per line 680] in the City of Sheboygan, County

8 of Sheboygan Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Eight Hundred Sixty-Seven Thousand
10 _____ Dollars (\$ 867,000.00).

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 17-18), and the following additional items: None

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: Seller's Personal Property

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-658 or in**
27 **an addendum per line 680.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before December 15, 2023

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

36 **CLOSING** This transaction is to be closed on May 31, 2024

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ 20,000.00 will be mailed, or commercially, electronically
48 or personally delivered within 3 days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as or title company
50 mutually agreed by parties) ~~STRIKE THOSE NOT APPLICABLE~~

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

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

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: None

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 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
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated none tendered , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

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

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 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
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
- 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
- 181 lease agreement or an extension of credit from an electric cooperative.
- 182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
- 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
- 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
- 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
- 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
- 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
- 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
- 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
- 190 payback obligation.
- 191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
- 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
- 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
- 194 **continued after sale. The Parties agree this provision survives closing.**
- 195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
- 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
- 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
- 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
- 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
- 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
- 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
- 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
- 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
- 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
- 205 <https://dnr.wisconsin.gov/topic/forestry> .
- 206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
- 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
- 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
- 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
- 210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .
- 211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
- 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
- 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
- 214 visit <http://www.datcp.state.wi.us/> for more information.
- 215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
- 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
- 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
- 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
- 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
- 220 Agency office or visit <http://www.fsa.usda.gov/> .
- 221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
- 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
- 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
- 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
- 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
- 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
- 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
- 228 zoning restrictions, if any.
- 229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
- 230 where one or both of the properties is used and occupied for farming or grazing purposes.
- 231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
- 232 **occupied for farming or grazing purposes.**
- 233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
- 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
- 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
- 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
- 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
- 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
- 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
- 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
- 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 680).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 90 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: future middle school for the Sheboygan
252 Area School District

253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**:

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 90 days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of satisfactory completion of environmental inspections, including borings, and
325 comprehensive soil testing (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

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

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

333 This contingency shall be deemed satisfied unless Buyer, within 90 days ("15" if left blank) after acceptance, delivers
334 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
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

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

- 345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;
- 347 (2) curing the Defects in a good and workmanlike manner; and
- 348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

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

- 350 (1) Seller does not have the right to cure; or
- 351 (2) Seller has the right to cure but:
 - 352 (a) Seller delivers written notice that Seller will not cure; or
 - 353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-658 or in an addendum attached
 364 per line 680. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

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

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

381 (1) signed by Buyer; or

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

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

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

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357,
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 390 written loan commitment from Buyer.

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

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

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

397 (2) the Deadline for delivery of the loan commitment on line 357,

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

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

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

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 406 the time of verification, sufficient funds to close; or

407 (2) _____

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

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

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

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

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

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

Property Address: 59024344640, 59281629387, 592816293, 59281628967,

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

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

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

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

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

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close

440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

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

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

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

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

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is
465 stricken).

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

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

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

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

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

475 Current assessment times current mill rate (current means as of the date of closing).

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

478 _____

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

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 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

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

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

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

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680.

539 **DEFINITIONS**

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

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 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.

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

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

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

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 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
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 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
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 650-658 or in an addendum attached per line 680, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
 630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
 631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
 633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
 634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
 635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
 636 Offer and proceed under lines 601-608.

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

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
 641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
 642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
 643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
 644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
 645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
 648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
 649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 Seller shall pay a 6% sales fee to Gottsacker Commercial upon successful closing.

652 Seller to provide copies of documents in its possession within ten (10) days to Buyer
 653 including but not limited to environmental, surveys, easements or leases and any
 654 governmental notices pertaining to property.

655 Board Approval: Buyer's obligation to close the purchase of the Property is contingent upon
 656 Buyer obtaining board approval of the purchase within sixty (60) days of acceptance.

659 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 661 662-677.

662 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 663 line 664 or 665.

Property Address: 59024344640, 59281629387, 592816293, 59281628967,

664 Name of Seller's recipient for delivery, if any: _____
 665 Name of Buyer's recipient for delivery, if any: _____
 666 (2) Fax: fax transmission of the document or written notice to the following number:
 667 Seller: (_____) Buyer: (_____)
 668 (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 669 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 670 line 673 or 674.
 671 (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 672 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
 673 Address for Seller: _____
 674 Address for Buyer: _____
 675 (5) Email: electronically transmitting the document or written notice to the email address.
 676 Email Address for Seller: _____
 677 Email Address for Buyer: mboehlke@sasd.net
 678 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 679 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
 680 **ADDENDA:** The attached _____ plat maps _____ is/are made part of this Offer.
 681 This Offer was drafted by [Licensee and Firm] _____ paul gottsacker/gottsacker commercial re llc

682 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
 683 sent via email. Funds wired to a fraudulent account are often impossible to recover.
 684
 685 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
 686 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
 687 communications are convincing and professional in appearance but are created to steal your
 688 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
 689 source.
 690
 691 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
 692 calling a verified number of the entity involved in the transfer of funds. Never use contact
 693 information provided by any suspicious communication.
 694
 695 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or
 696 verification of any wiring or money transfer instructions.**

694 (x) [Signature] superintendent of schools 12/11/23
 695 Buyer's Signature ▲ Print Name Here ▶ Sheboygan Area School District Date ▲

696 (x) _____
 697 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

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

702 (x) [Signature] RANDY BENZ 12/12/23
 703 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

704 (x) _____
 705 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

706 This Offer was presented to Seller by [Licensee and Firm] _____
 707 _____ on _____ at _____ a.m./p.m.

708 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 709 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Board of Education Update

JANUARY 23, 2024



SUMMARY OF WORK COMPLETED TO DATE



SHEBOYGAN AREA
— SCHOOL DISTRICT —



Background/Citizens Advisory Committee Work

- Spring 2019 - Request for proposal resulted in selection of Bray Architects to support SASD in Urban and Farnsworth planning efforts
- Summer – Fall 2019 – Facility condition and educational needs assessments were completed for both schools
- Early 2021 – Staff listening sessions
- Spring 2021 – Spring 2022 – Citizens Advisory Committee (CAC) formed and met
 - Explored three options/solutions for each school
 - Recommendation to build a new Urban Middle School on a new site and Like-New Farnsworth Middle School on the current site



Facility Condition Assessment



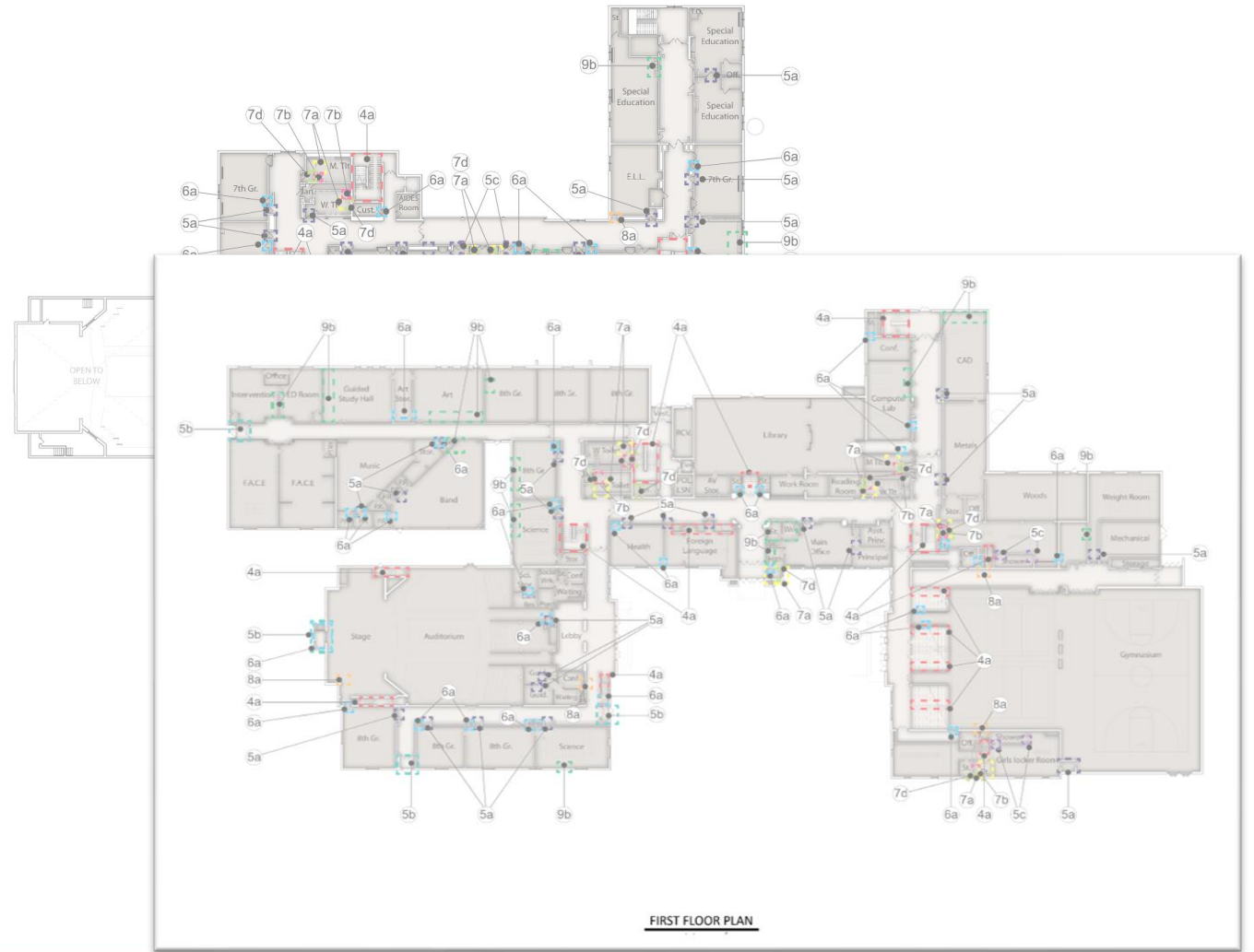
**SCHOOL DISTRICT OF
SHEBOYGAN**

DRAFT

SHEBOYGAN, WISCONSIN



SHEBOYGAN AREA SCHOOL DISTRICT • JANUARY 23, 2024





BRAY
ARCHITECTS

Educational Space Needs/Programming

SHEBOYGAN AREA SCHOOL DISTRICT
SHEBOYGAN, WISCONSIN
BRAY PROJECT NO. 3415

DRAFT


Friday | April 24, 2020

PRELIMINARY SPACE PROGRAM
6th-8th Grade Urban Middle School
650 Student Capacity

No.	Program Area	Net Space Allocation			Notes
		Area	No	Total Net Area	
1.00	6th Grade - Team 1				
1.01	Classrooms (Math, SS, ELA)	900	3	2,700	
1.02	Science lab / lecture	1,400	1	1,400	
1.03	Resource / project area	1,400	1	1,400	
1.04	Small group instruction	150	1	150	
1.05	Conference / team room	300	1	300	
1.06	Team Storage	150	1	150	
1.07	Boys & girls toilet rooms	200	1	200	
1.08	Lockers / cubbies	2.25	120	270	Assume 30 students per classroom
2.00	6th Grade - Team 2				
2.01	Classrooms (Math, SS, ELA)	900	3	2,700	
2.02	Science lab / lecture	1,400	1	1,400	
2.03	Resource / project area	1,400	1	1,400	
2.04	Small group instruction	150	1	150	
2.05	Conference / team room	300	1	300	
2.06	Team Storage	150	1	150	
2.07	Boys & girls toilet rooms	200	1	200	
2.08	Lockers / cubbies	2.25	120	270	Assume 30 students per classroom
	Total 6th Grade:			13,140	
3.00	7th Grade - Team 1				
3.01	Classrooms (Math, SS, ELA)	900	3	2,700	
3.02	Science lab / lecture	1,400	1	1,400	
3.03	Resource / project area	1,400	1	1,400	
3.04	Small group instruction	150	1	150	
3.05	Conference / team room	300	1	300	
3.06	Team Storage	150	1	150	
3.07	Boys & girls toilet rooms	200	1	200	
3.08	Lockers / cubbies	2.25	120	270	Assume 30 students per classroom
4.00	7th Grade - Team 2				
4.01	Classrooms (Math, SS, ELA)	900	3	2,700	
4.02	Science lab / lecture	1,400	1	1,400	
4.03	Resource / project area	1,400	1	1,400	
4.04	Small group instruction	150	1	150	
4.05	Conference / team room	300	1	300	
4.06	Team Storage	150	1	150	
4.07	Boys & girls toilet rooms	200	1	200	
4.08	Lockers / cubbies	2.25	120	270	Assume 30 students per classroom
	Total 7th Grade:			13,140	

SHEBOYGAN AREA SCHOOL DISTRICT
SHEBOYGAN, WISCONSIN
BRAY PROJECT NO. 3415

DRAFT




Wednesday | April 15, 2019

PRELIMINARY SPACE PROGRAM
6th-8th Grade Farnsworth Middle School
550 Student Capacity

No.	Program Area	Net Space Allocation			Notes
		Area	No	Total Net Area	
1.00	6th Grade - Team A				
1.01	Classrooms (Math, Lang. Arts, SE)	900	4	3,600	
1.02	Science lab / lecture	1,400	1	1,400	
1.03	Resource / project area	1,400	1	1,400	
1.04	Small group instruction	150	1	150	
1.05	Conference / team room	300	1	300	
1.06	Team Storage	150	1	150	
1.07	Boys & girls toilet rooms	200	1	200	
1.08	Lockers / cubbies	2.25	100	230	Assume30 students per classroom
2.00	6th Grade - Team B				
2.01	Classrooms (Math, Lang. Arts,SS,SE)	900	4	3,600	
2.02	Science lab / lecture	1,400	1	1,400	
2.03	Resource / project area	1,400	1	1,400	
2.04	Small group instruction	150	1	150	
2.05	Conference / team room	300	1	300	
2.06	Team Storage	150	1	150	
2.07	Boys & girls toilet rooms	200	1	200	
2.08	Lockers / cubbies	2.25	100	230	Assume30 students per classroom
	Total 6th Grade:			14,860	
3.00	7th Grade - Team C				
3.01	Classrooms (Math, Lang. Arts, SE)	900	4	3,600	
3.02	Science lab / lecture	1,400	1	1,400	
3.03	Resource / project area	1,400	1	1,400	
3.04	Small group instruction	150	1	150	
3.05	Conference / team room	300	1	300	
3.06	Team Storage	150	1	150	
3.07	Boys & girls toilet rooms	200	1	200	
3.08	Lockers / cubbies	2.25	100	230	Assume30 students per classroom
4.00	7th Grade - Team D				
4.01	Classrooms (Math, ILA, SS)	900	4	3,600	
4.02	Science lab / lecture	1,400	1	1,400	
4.03	Resource / project area	1,400	1	1,400	
4.04	Small group instruction	150	1	150	
4.05	Conference / team room	300	1	300	
4.06	Team Storage	150	1	150	
4.07	Boys & girls toilet rooms	200	1	200	
4.08	Lockers / cubbies	2.25	100	230	Assume30 students per classroom
	Total 7th Grade:			14,860	



Site Due Diligence

- Environmental Analysis
- Wetland Delineation
- Land Survey
- Geotechnical Feasibility Borings
- Public Utility Review
- Preliminary Conversations with the City of Sheboygan
- Test Fit Plans



Leadership Tours of Recent Projects

- Kewaskum Middle/High School – Completed Fall of 2018
- Vel Phillips Middle School (Oshkosh, WI) Completed Fall of 2023
- West De Pere Intermediate School – Completed Fall of 2020



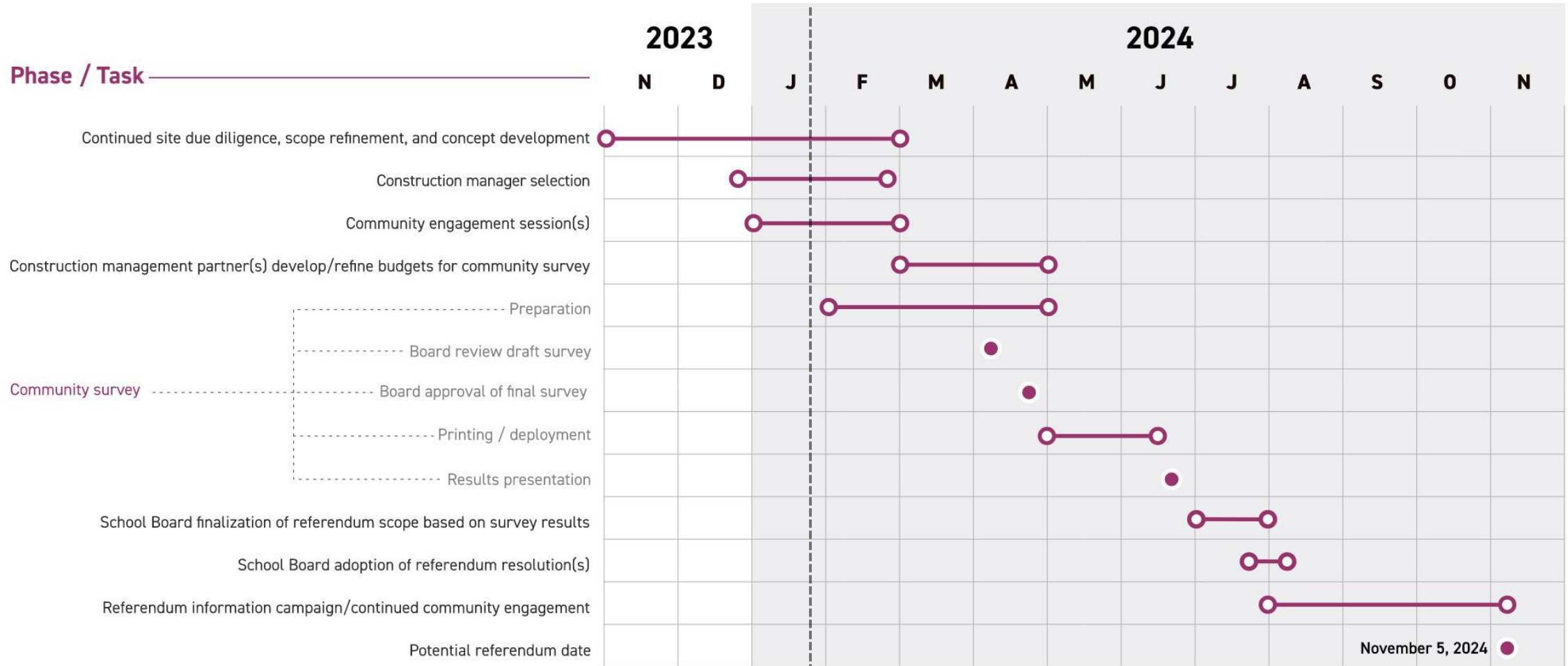
LOOKING FORWARD



SHEBOYGAN AREA
— SCHOOL DISTRICT —



Preliminary Timeline



Staff and Community Engagement

January 30th @ 3:15pm – Urban Middle School Staff Engagement

February 6th @ 3:15pm – Farnsworth Middle School Staff Engagement

February 12th @ Noon – Community Leader Meeting #1

February 15th @ 5:30pm – Community Leader Meeting #2

February 29th @ 6:30pm – Community Meeting #1 @ Urban MS

March 4th @ 6:30pm – Community Meeting #2 @ Farnsworth MS



Construction Manager Selection

- Thirteen companies have received the Request for Qualifications through posting on the Daily Reporter.
- Qualification Statements from Interested Construction Managers are due on Thursday, January 25th.
- Shortlisted candidates will be notified the week of January 29th.
- Interviews will be held with District Administration tentatively on February 12th.
- School Board review and approval on February 27th.



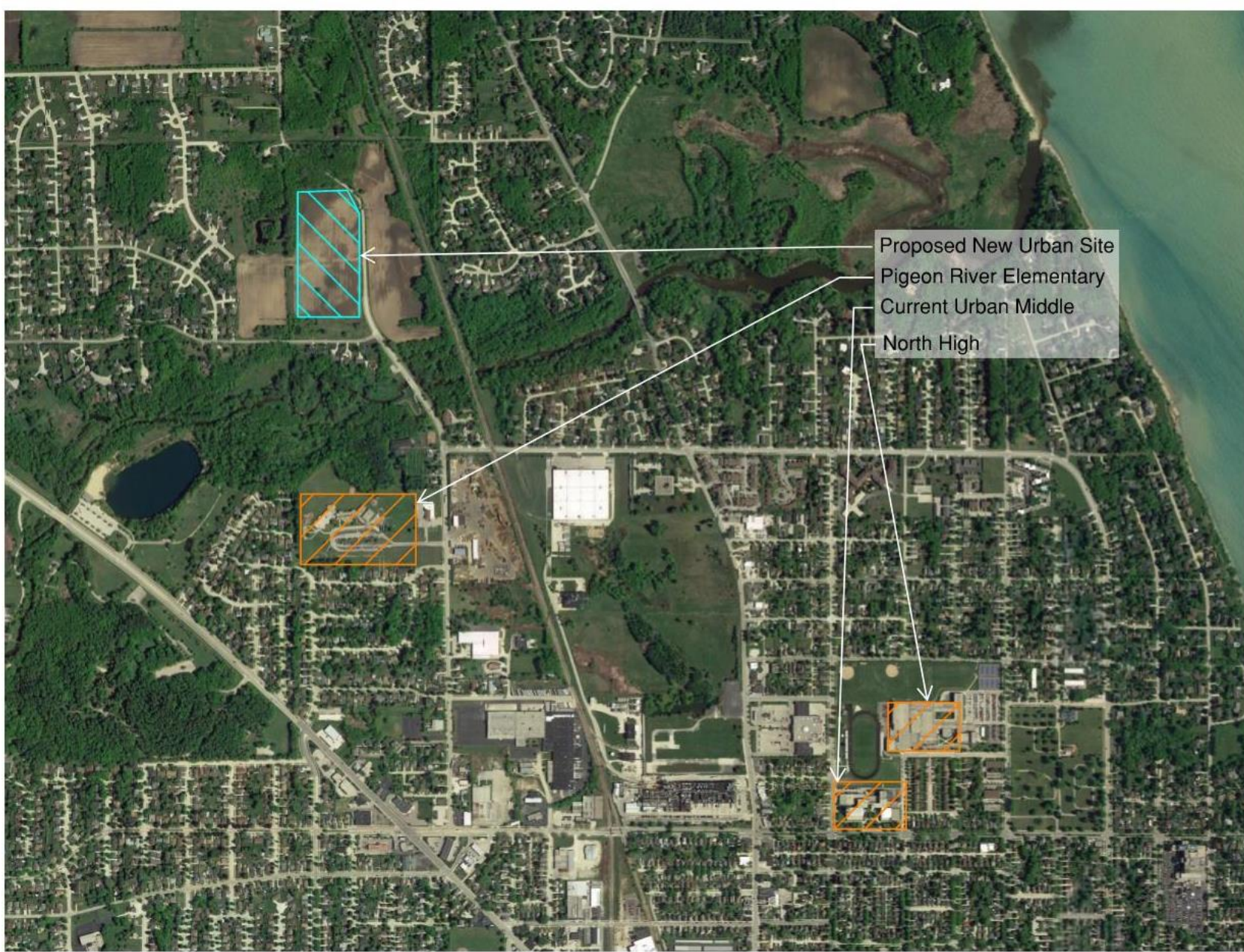
SOLUTION UPDATE



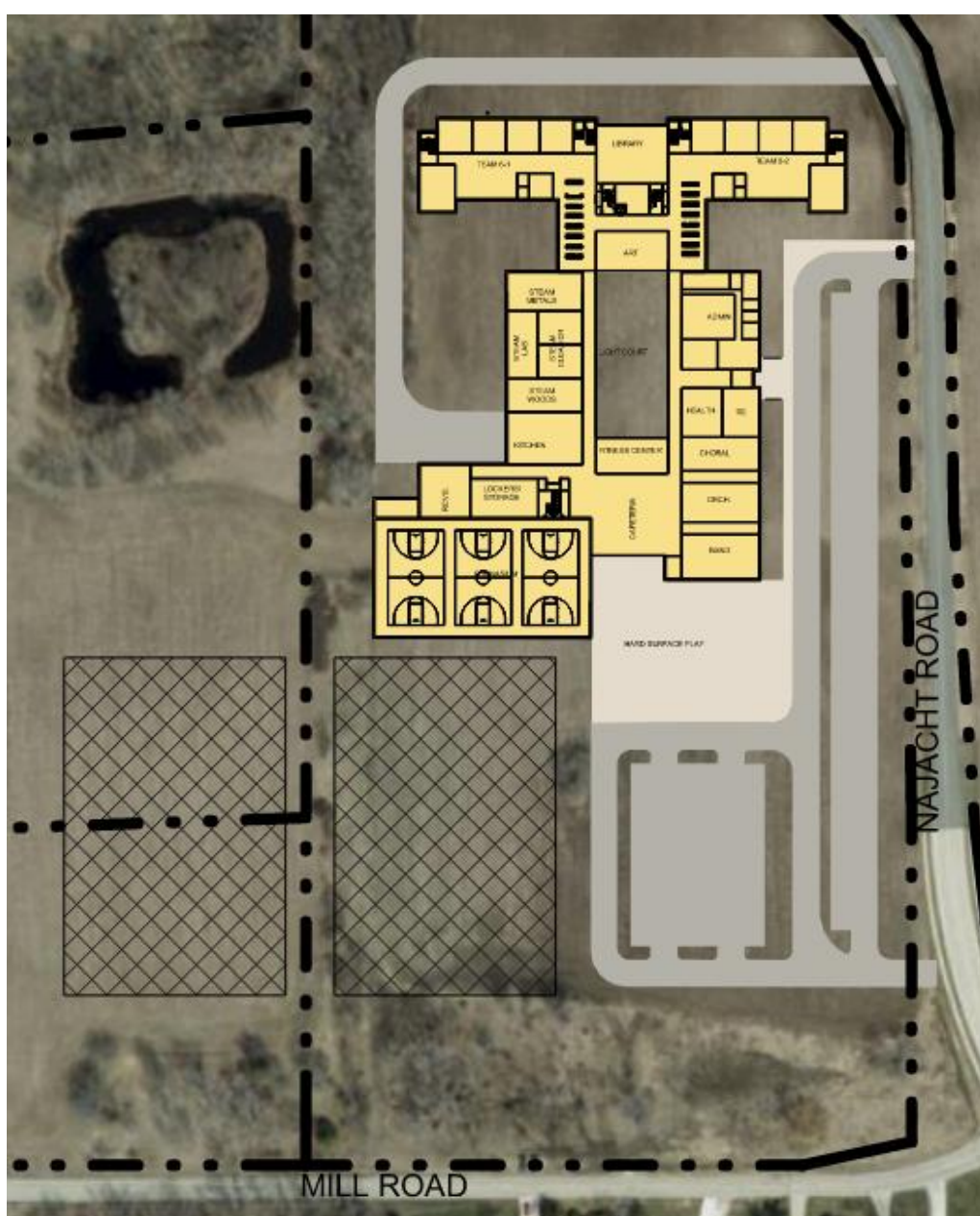
SHEBOYGAN AREA
— SCHOOL DISTRICT —

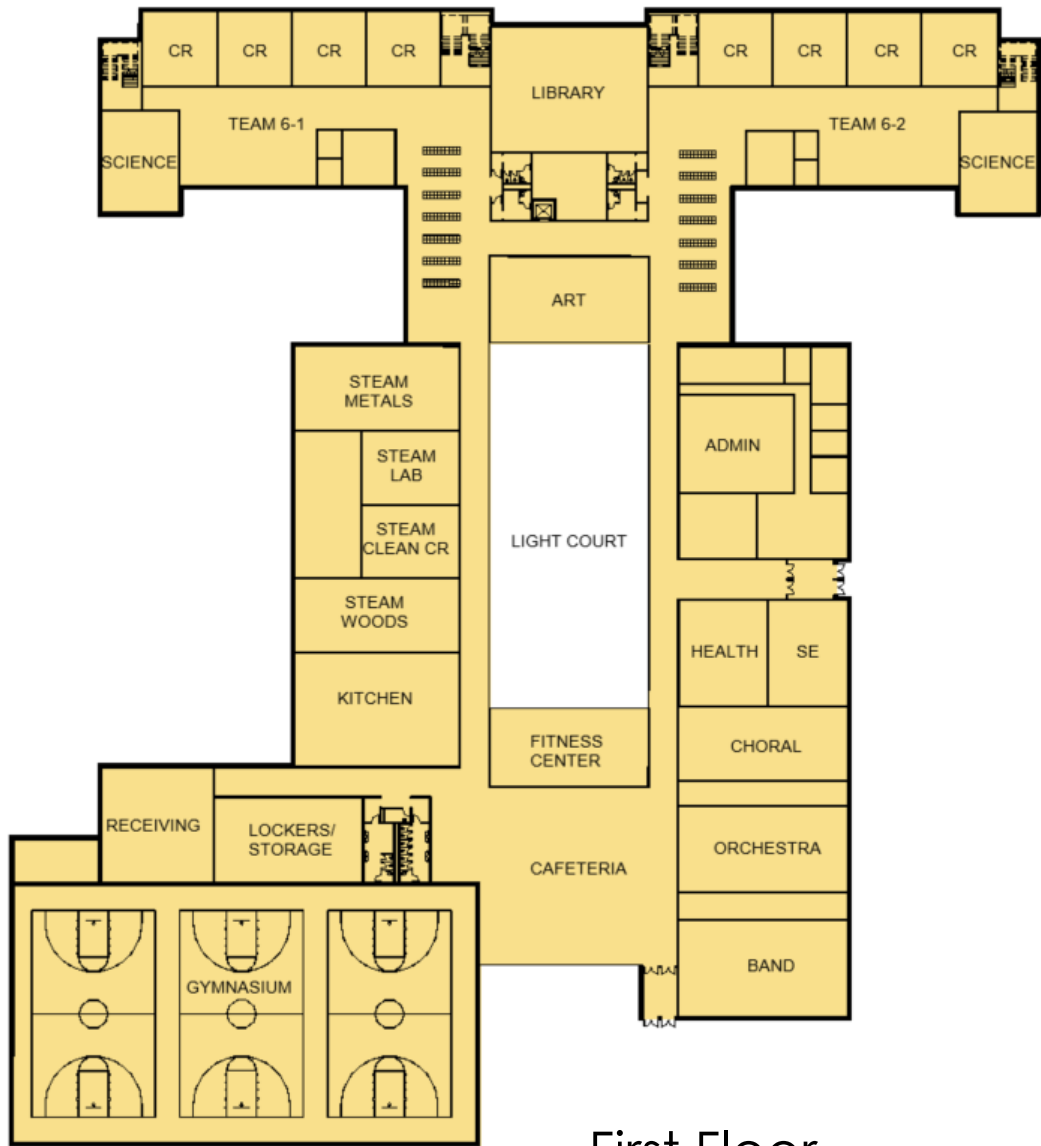


Site Context

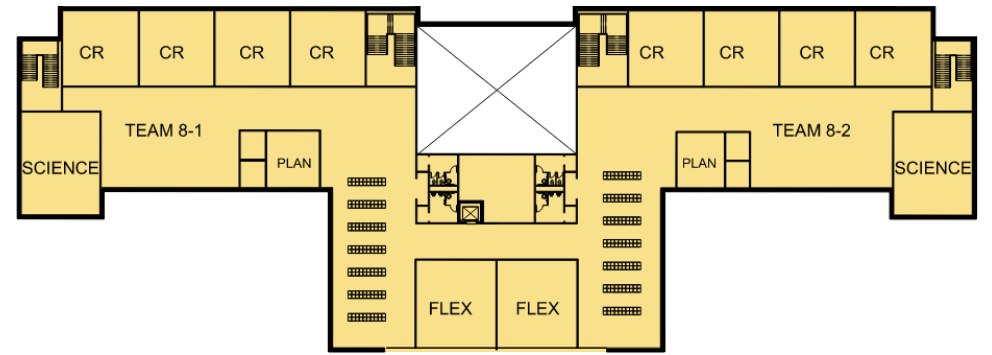


Proposed New Urban MS

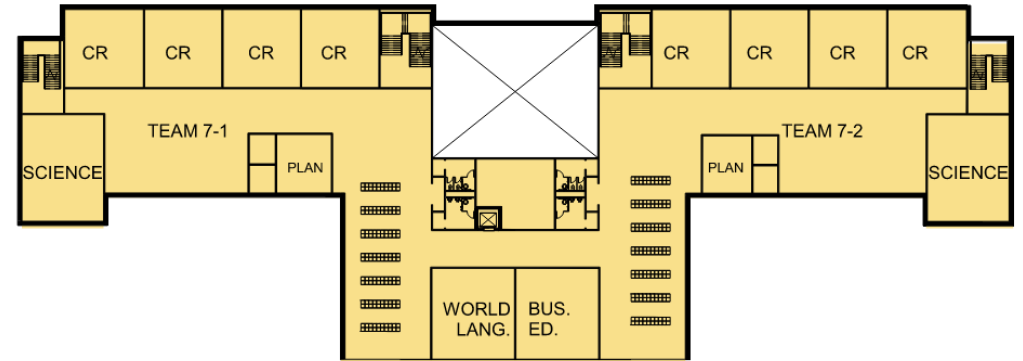




First Floor



Third Floor



Second Floor

New Urban Middle School



Existing Urban Site

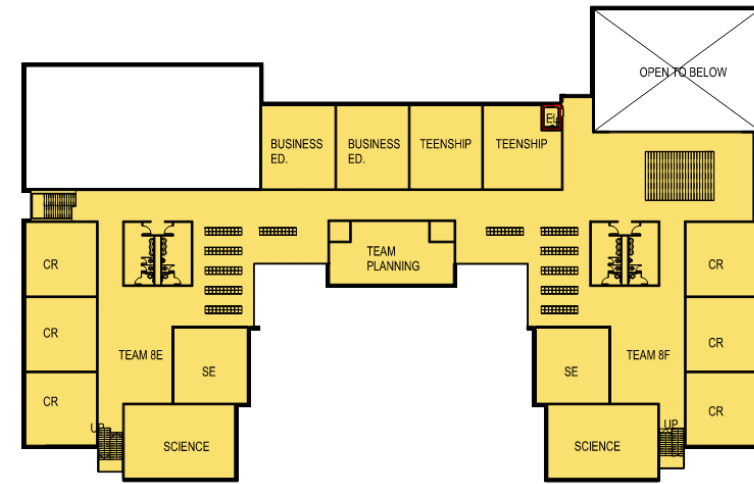


Proposed Farnsworth MS

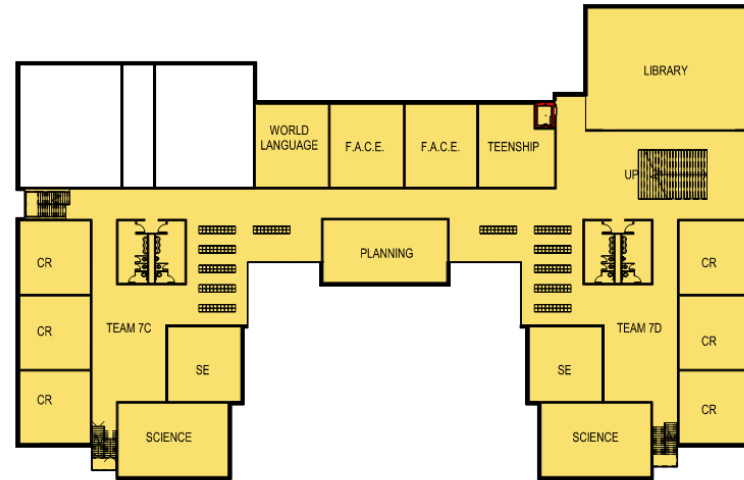




First Floor



Third Floor



Second Floor

Farnsworth Middle School



BUDGET/FINANCE OVERVIEW



SHEBOYGAN AREA
— SCHOOL DISTRICT —



Sheboygan ASD Finances

- SASD has been planning for years to contribute ~10% out of fund balance and Fund 46 to support this project.
- Projected Project Budget = \$140 Million
- Less District Contribution = (\$ 14 Million)
- Potential Referendum Amount = \$126 Million



Estimated Tax Impact

PRELIMINARY

REFERENDUM AMOUNT

\$126,000,000

MAX MILL RATE IMPACT (OVER 2023-24)*

\$0.30

(Per \$1,000 valuation)

TAX IMPACT ON PROPERTY WITH FAIR MARKET VALUE:

\$100,000 Property

*Maximum Annual Impact
Maximum Monthly Impact*

*\$30.00
\$2.50*

\$250,000 Property

*Maximum Annual Impact
Maximum Monthly Impact*

*\$75.00
\$6.25*

\$350,000 Property

*Maximum Annual Impact
Maximum Monthly Impact*

*\$105.00
\$8.75*



Assumptions:

Multi-phased borrowings amortized over 22 years at planning interest rates ranging from 5.50%-5.75%.

Tertiary Aid Impact (2023-24 October Aid Certification): 43.99%.

Mill rate based on the 2023 Equalized Valuation (TID-OUT) of \$5,635,267,369 with annual growth of 2.00% thereafter.

**Impact represents the estimated maximum increase in levy over the 2023-24 levy for referendum approved debt service of \$1.26.*

Planning estimates only. Significant changes in market conditions will require adjustments to current financing plan. Rates subject to change.



NEXT STEPS



SHEBOYGAN AREA
— SCHOOL DISTRICT —



Next Steps

- Staff/Community Meetings Late January - February
- Selection of Construction Manager(s) End of February
- Creation and distribution of community survey February – Mid-June
- Survey results Late-June
- Finalization of referendum plan/scope based on survey results July
- Legal drafting and board adoption of referendum question Late July – Early August
- Referendum information campaign August – Early-November



ANY
QUESTIONS
?



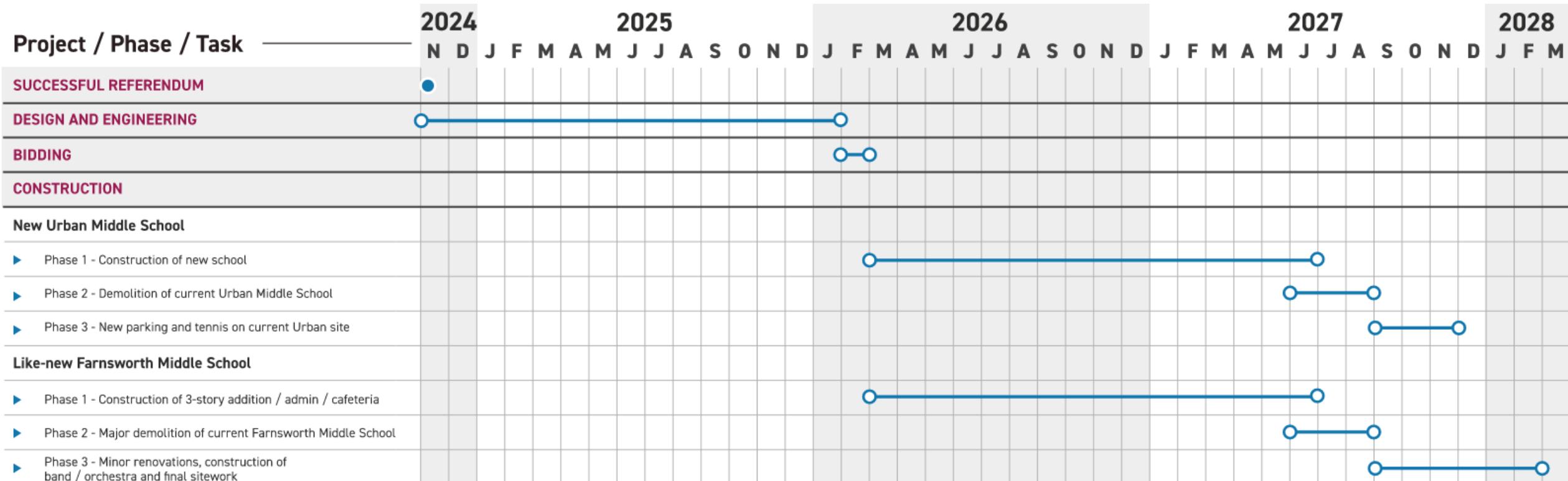
THANK YOU!



SHEBOYGAN AREA SCHOOL DISTRICT • NOVEMBER 28, 2023

BRAY
ARCHITECTS

Preliminary Design/Construction Timeline



WI DAPES Annual Goals

Preliminary goal approval granted by school board on: 9/12/2023

Mid-year goal review conducted by school board on: _____

Year-end goal review conducted by school board on: _____

<p>Goal: Guide and support district administrative team in the implementation and achievement of the district's Strategic Long-Range Plan.</p>							
<p>Check the standard(s) to which the goal relates:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input checked="" type="checkbox"/> 1. Strategic Leadership</td> <td style="width: 50%; border: none;"><input type="checkbox"/> 2. Instructional Leadership</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 3. Human Resources Leadership</td> <td style="border: none;"><input type="checkbox"/> 4. Operations and Resource Management</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 5. Communication and Community Relationships</td> <td style="border: none;"><input type="checkbox"/> 6. Professionalism</td> </tr> </table>		<input checked="" type="checkbox"/> 1. Strategic Leadership	<input type="checkbox"/> 2. Instructional Leadership	<input type="checkbox"/> 3. Human Resources Leadership	<input type="checkbox"/> 4. Operations and Resource Management	<input type="checkbox"/> 5. Communication and Community Relationships	<input type="checkbox"/> 6. Professionalism
<input checked="" type="checkbox"/> 1. Strategic Leadership	<input type="checkbox"/> 2. Instructional Leadership						
<input type="checkbox"/> 3. Human Resources Leadership	<input type="checkbox"/> 4. Operations and Resource Management						
<input type="checkbox"/> 5. Communication and Community Relationships	<input type="checkbox"/> 6. Professionalism						
<p>Role of District Administrator in Achieving the Goal:</p> <p><input type="radio"/> Direct Responsibility: District Administrator is directly responsible for the results of the goal.</p> <p><input type="radio"/> Facilitator: Success of the District Administrator for this goal is measured on the basis of his/her performance in leading the process toward achievement.</p> <p><input checked="" type="radio"/> Guide: The District Administrator is responsible for engaging and assisting others in the organization and community to fulfill this goal.</p>							
<p>Expected term to completion: Short-term Mid-term <u>Long-term</u></p>							
<p>Indicators of Success</p> <p>Quarterly LRP updates meet stated measures or communication to Board on actions taken to get back on track. Specific Points of Emphasis:</p> <ul style="list-style-type: none"> Continuous Improvement Process based upon schools' Accountability Report Cards (Pillar 1, Goal 1, Obj. 1) Attendance/truancy response plan (Pillar 1, Goal 3, Obj. 1) 	<p style="text-align: center;">Mid-year Assessment of Goal by School Board</p> <hr/> <p style="text-align: center;">Evidence to Date</p>						

WI DAPES Annual Goals

Preliminary goal approval granted by school board on: 9/12/2023

Mid-year goal review conducted by school board on: _____

Year-end goal review conducted by school board on: _____

<p>Goal: Enhance communication efforts between the school district and community members regarding the District's educational opportunities, outcome measures, personnel data, and financial information</p>									
<p>Check the standard(s) to which the goal relates:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> 1. Strategic Leadership</td> <td style="width: 50%; border: none;"><input type="checkbox"/> 2. Instructional Leadership</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 3. Human Resources Leadership</td> <td style="border: none;"><input type="checkbox"/> 4. Operations and Resource Management</td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/> 5. Communication and Community Relationships</td> <td style="border: none;"><input type="checkbox"/> 6. Professionalism</td> </tr> </table>				<input type="checkbox"/> 1. Strategic Leadership	<input type="checkbox"/> 2. Instructional Leadership	<input type="checkbox"/> 3. Human Resources Leadership	<input type="checkbox"/> 4. Operations and Resource Management	<input checked="" type="checkbox"/> 5. Communication and Community Relationships	<input type="checkbox"/> 6. Professionalism
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<p>Role of District Administrator in Achieving the Goal:</p> <p><input checked="" type="radio"/> Direct Responsibility: District Administrator is directly responsible for the results of the goal.</p> <p><input checked="" type="radio"/> Facilitator: Success of the District Administrator for this goal is measured on the basis of his/her performance in leading the process toward achievement.</p> <p><input type="radio"/> Guide: The District Administrator is responsible for engaging and assisting others in the organization and community to fulfill this goal.</p>									
Expected term to completion:	Short-term	<u>Mid-term</u>	Long-term						
<p><i>Indicators of Success</i></p> <ul style="list-style-type: none"> Develop and implement a communications strategy plan to enhance messaging of key information and data with stakeholder groups (internal, parents, business/community leaders, and district residents without school-aged children) Create and distribute educational, personnel, and financial websites dashboards and informational fact sheets 	<p><i>Mid-year Assessment of Goal by School Board</i></p> <hr/> <p style="text-align: center;"><i>Evidence to Date</i></p>								

WI DAPES Annual Goals

Preliminary goal approval granted by school board on: 9/12/2023

Mid-year goal review conducted by school board on: _____

Year-end goal review conducted by school board on: _____

<p>Goal: Formulate, communicated, and implement the action plan to prepare for a potential 2024 referendum to build new Farnsworth and Urban Middle Schools.</p>			
<p>Check the standard(s) to which the goal relates:</p>			
<input checked="" type="checkbox"/> 1. Strategic Leadership	<input type="checkbox"/> 2. Instructional Leadership		
<input type="checkbox"/> 3. Human Resources Leadership	<input checked="" type="checkbox"/> 4. Operations and Resource Management		
<input checked="" type="checkbox"/> 5. Communication and Community Relationships	<input type="checkbox"/> 6. Professionalism		
<p>Role of District Administrator in Achieving the Goal:</p>			
<p><input checked="" type="radio"/> Direct Responsibility: District Administrator is directly responsible for the results of the goal.</p> <p><input type="radio"/> Facilitator: Success of the District Administrator for this goal is measured on the basis of his/her performance in leading the process toward achievement.</p> <p><input type="radio"/> Guide: The District Administrator is responsible for engaging and assisting others in the organization and community to fulfill this goal.</p>			
Expected term to completion:	Short-term	<u>Mid-term</u>	Long-term
<p><i>Indicators of Success</i></p> <ul style="list-style-type: none"> • Internal – Action plan activities and timelines are met or communication to Board on actions taken to get back on track. • External – works collaboratively with all stakeholders to build understanding of needs and to garner support for the proposed projects. 	<p><i>Mid-year Assessment of Goal by School Board</i></p>		
<p><i>Evidence to Date</i></p>			

WI DAPES Annual Goals

Preliminary goal approval granted by school board on: 9/12/2023

Mid-year goal review conducted by school board on: _____

Year-end goal review conducted by school board on: _____

Goal: Ensure the district has a high-functioning administrative team that is prepared to meet the current and future educational needs and challenges.

Check the standard(s) to which the goal relates:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Strategic Leadership | <input type="checkbox"/> 2. Instructional Leadership |
| <input checked="" type="checkbox"/> 3. Human Resources Leadership | <input type="checkbox"/> 4. Operations and Resource Management |
| <input type="checkbox"/> 5. Communication and Community Relationships | <input type="checkbox"/> 6. Professionalism |

Role of District Administrator in Achieving the Goal:

- Direct Responsibility: District Administrator is directly responsible for the results of the goal.
- Facilitator: Success of the District Administrator for this goal is measured on the basis of his/her performance in leading the process toward achievement.
- Guide: The District Administrator is responsible for engaging and assisting others in the organization and community to fulfill this goal.

Expected term to completion:	Short-term	<u>Mid-term</u>	Long-term
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Indicators of Success

- Develop and refine a leadership succession plan for district administrators
- Identify specific leadership opportunities to grow and develop current administrators
- Implement the Superintendent Succession Plan

Mid-year Assessment of Goal by School Board

Evidence to Date

Book	Policy Manual
Section	9000 Relations
Title	PARENT ORGANIZATIONS
Code	po9210*jjh
Status	First Reading
Adopted	October 22, 2013

~~9210~~ **PARENT ORGANIZATIONS**

~~The Board of Education supports all organizations of parents whose objectives are to promote the educational experiences of District students. However, in using the name of the District or its schools and in organizing a group whose identity derives from a school(s) of this District, the parental organization thereby shares responsibility with this Board for the welfare of participating students.~~

~~Any new parent organization desiring to use the name or good offices of the District must obtain the approval of the District Administrator as a prerequisite to organizing.~~

~~Representatives and members of approved school related organizations shall in all circumstances be treated by District employees as interested friends of the schools and as supporters of public education in the School District.~~

~~Staff members are encouraged to join such organization(s) in their related area(s) of specialization or interest.~~

~~The Board relies upon approved organizations to operate in a manner consistent with public expectations for the schools and reserves the right to withdraw sponsorship from organizations which violate the bounds of community taste.~~

Book	Policy Manual
Section	9000 Relations
Title	DISTRICT SUPPORT ORGANIZATIONS
Code	po9211*jjh
Status	First Reading
Adopted	October 22, 2013

9211 - DISTRICT SUPPORT ORGANIZATIONS

The Board of Education appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students, and/or provide extra educational benefits not provided for, at the time, by the Board.

~~These needs may be educational to parents and/or children. In addition to parents, membership shall be available to the District's professional staff.~~

The Board recognizes that parent-teacher organizations and other school-related community organizations are channels through which school personnel, parents, and other citizens may discuss educational concerns, problems, and needs and work together toward solutions.

The Board encourages parents and District staff to participate in such organizations.

The District Administrator shall:

- A. provide assistance to a group in planning its activities;
- B. monitor the plans and activities of each group to ensure compliance with laws, Board policies, and the District Administrator's administrative guidelines;
- C. communicate school and/or District needs and concerns to the volunteer groups and those of the groups to the Board;
- D. approve in-District fund-raising activities of a volunteer group as well as fund-raising activities held off-premises which involve students;
- E. establish and maintain procedures related to proposed monetary and other gifts to the District that will provide for proper screening, acceptance, acknowledgement, and use, consistent with accounting procedures established by the State.

~~Each volunteer organization shall work within the appropriate school setting and in cooperation with the principal and other staff members. Each group shall abide by the policies of the Board and the guidelines established by the District Administrator.~~

Each volunteer organization that intends to work within the school setting may only do so in cooperation with the Principal and other staff members, including for such activities as fundraisers, meetings, and the like. Each group shall abide by the policies of the Board and the guidelines established by the District Administrator.

Any organization described in this policy must obtain advance written permission from the Building Principal or District Administrator before using any of the District's logos or name as well as the District's or school's slogans for the purpose of describing or promoting the organization or any activity of the organization.

~~The District Administrator shall implement administrative guidelines which ensure that each group's fund-raising activities are in compliance with Board policies and that the funds are used for school related projects that have the approval of the District Administrator and the Principal.~~

The District Administrator shall implement administrative guidelines that will require each group's fund-raising activities are in compliance with all applicable Board policies, including, but not limited to, the requirement that, if approved, fundraisers that involve the sale to students of food items or beverages to be consumed on campus can only be conducted from thirty (30) minutes following the close of the last lunch period until thirty (30) minutes after the end of the school day. The guidelines shall also require that the funds are used for school-related projects that have the approval of the District Administrator and the Principal.

© Neola 20~~11~~23

Book	Policy Manual
Section	8000 Operations
Title	SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	po8913*jjh
Status	Second Reading
Adopted	October 22, 2013
Last Revised	June 28, 2022

~~1623~~8913 - SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

The Board prohibits discrimination against any employee or applicant based upon ~~his/her~~ **their** disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the School District's Compliance Officer(s) (see below) will be published on the District's website, posted throughout the District, and included in the District's recruitment statements or general information publications.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant: is the individual who alleges or is alleged to have been subjected to discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the District office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Respondent: is the individual who is alleged to have engaged in discrimination/retaliation, regardless of whether the Complainant files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

District community: means students, District employees (i.e., administrators, and professional and support staff), and Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties: include but are not limited to guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the District community at school-related events/activities (whether on or off District property).

An individual with a disability means a person who has a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities.

Major Life Activities

Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

Impairment That Substantially Limits a Major Life Activity

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

Qualified Individual with a Disability

A qualified individual with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position the individual holds or desires and, can perform the essential functions of the job in question, with or without reasonable accommodation.

Reasonable Accommodation

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability unless the accommodation would impose an undue hardship on the operation of the Board program and/or activities. A reasonable accommodation is not required for an individual who is ~~merely~~ believes they are being regarded as having a disability. **Employees requesting reasonable accommodation must cooperate with school officials in obtaining specific medical opinion that identifies the precise limitations resulting from the disability and potential reasonable accommodations that could overcome those limitations.**

Facilities

No qualified person with a disability will be denied the benefits of, excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ American with Disabilities Act (ADA) applies because the District's facilities are inaccessible to or unusable by persons with disabilities.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

District Compliance Officer

The Board designates the following individual(s) to serve as the District's 504 CO(s)/ADA Coordinator(s) (hereinafter referred to as the "COs").

The following people are designated as District Section 504 Compliance Officers/ADA Coordinators ("District Compliance Officers"):

Jami Hintz
 Assistant Superintendent of Human Resources/Administrative Services
 3330 Stahl Road
 Sheboygan, WI 53081
 (920) 459-3554
 (920) 459-6461-fax
 jhintz@sasd.net

Jake Konrath
 Assistant Superintendent of Student and Instructional Services
 3330 Stahl Road
 Sheboygan, WI 53081
 (920) 459-4030
 (920) 459-6465 - fax

jkonrath@sasd.net

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's website.

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs also shall verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. A copy of each of the Acts and regulations on which this notice is based will be made available upon request from the CO.

The COs will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. Any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints, as appropriate. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall coordinate with the other appointed/designated CO, or, if appropriate appoint/designate another individual to serve as CO for the complaint regarding a CO.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. (See Complaint Procedure below.)

Complaint Procedures

If a person believes that ~~s/he has~~ **they have** been discriminated against on the basis of ~~his/her~~ **their** disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

~~In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights.~~

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with COs within the time limits specified below. The COs are available to assist individuals in filing a complaint.

Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

- A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the CO.
- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the CO. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the CO of the nature and date of the alleged violation, and propose a resolution. The complaint ~~must~~ **should** be filed within thirty (30) days of the circumstances or event giving rise to the complaint ~~unless the time for filing is extended by the CO for good cause.~~
- C. The CO will conduct an independent investigation of the matter ~~(which may or may not include a hearing)~~. This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The CO will provide the complainant with a written disposition of the complaint **as soon as practicable relative to the ability to complete a thorough investigation but** within ~~ten (10)~~ **sixty (60)** days. If no decision is rendered within ~~ten (10)~~ **sixty (60)** business days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the District Administrator. The CO shall maintain the District's files and records relating to the complaint.
- D. The District Administrator will, within ten (10) days of receiving the written appeal, conduct a ~~hearing~~ **meeting** with all parties involved in an attempt to resolve the complaint.

The District Administrator will render ~~his/her~~their decision within ten (10) business days of the ~~hearing~~meeting.

- E. The employee may be represented, at ~~his/her~~their own cost, at any of the above-described meetings/~~hearings~~.
- F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, effective, and tailored to the specific situation.

Directives During Investigation

The CO may recommend to the District Administrator placing any employee involved in an investigation under this Policy on administrative leave pending resolution of the matter. If the District Administrator is the Respondent, the CO shall make such a recommendation to the Board. For example, administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation may be required to answer questions that could also involve criminal investigation or sanctions, including the existence of a co-occurring law enforcement investigation are still required to answer questions concerning the District investigation, but are entitled to do so without waiving their Constitutional right against self-incrimination that applies during a criminal investigation. Such investigations still require that an employee answer questions truthfully and honestly and refusal to answer may result in discipline up to and including termination. As appropriate, employees should be advised of this right, through what is often referred to as a "Garrity Warning". The Garrity Warning informs the employee that the employee is required to respond to questions posed during the investigation and that answers to questions related to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law.

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

OCR Complaint

At any time, if an employee believes that ~~s/he has~~they have been subjected to discrimination based upon ~~his/her~~their disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education Office for Civil Rights Citigroup Center
500 W. Madison Street Suite 1475
Chicago, IL 60661
(312) 730-1560
FAX: (312) 730-1576
TDD: (877) 521-2172
E-mail: OCR.Chicago@ed.gov

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the District's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to the discrimination or other appropriate action.

The Board may appoint an individual, who may be a District employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and any relevant codes of conduct.

When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter, including the age and maturity level of any student involved. In those cases where discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

Where the Board becomes aware that a prior disciplinary action has been taken against the Respondent, all subsequent sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging discrimination/retaliation or participates as a witness in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or interfere with any individual because the person opposed any act or practice made by Section 504 or the ADA, or because that individual made a report, formal complaint, testified, assisted, participated, or refused to participate in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of discriminatory practices. The District Administrator shall provide appropriate information to all members of the District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training and information provided regarding the Board's policy and discrimination, in general, will be age and content-appropriate.

Retention of Investigatory Records and Materials

The CO is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315 - **Information Management**) created and/or received as part of an investigation, which may include but are not limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

- D. written witness statements;
- E. narratives, notes from, and audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, and social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes and summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any supportive measures offered and/or provided to the Complainant and the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and procedures/guidelines used by the District to conduct the investigation and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and
- N. documentation of any training provided to District personnel related to this policy including, but not limited to notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conduct an investigation of an alleged violation of this policy.

The documents, ESI, and electronic media (as defined in Policy 8315 - **Information Management**) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law, such as student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315 - **Information Management**) created or received as part of an investigation shall be retained in accordance with Policy 8310 - **Public Records**, Policy 8315 - **Information Management**, Policy 8320 - **Personnel Records**, and Policy 8330 - **Student Records** for not less than three (3) years and longer if required by the District's records retention schedule.

T.C. 3/17/16
Revised 11/27/18

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Legal	29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended
	42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
	29 C.F.R. Part 1630
	34 C.F.R. Part 104

Book	Policy Manual
Section	3000 Professional Staff
Title	FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")
Code	po3430.01*jrm
Status	Second Reading
Adopted	October 22, 2013
Last Revised	November 9, 2017

3430.01 - FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")

Introduction

In accordance with Federal and State law, the Board of Education will provide family and medical leave to professional staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, staff members should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Eligibility Requirements

To be eligible for leave under the FMLA, a staff member must have been employed by the Board for at least twelve (12) months in the past seven years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave. ~~All full time instructional staff members are deemed to meet the 1,250 hour requirement.~~

To be eligible for leave under the WFMLA, a staff member must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to the staff member under this policy, as well as the staff member's rights during leave, depend upon whether the staff member satisfies the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care
- C. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom the staff member has assumed the day-to-day obligations of a parent. A child must be **either** under eighteen (18) years of age or unable to care for ~~himself/herself~~ **themselves** due to a physical or mental disability or, for leave under State law only, unable to care for ~~himself/herself~~ **themselves** due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if the employee is requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

- D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of ~~his/her~~ **the staff member's** position
- E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

Qualifying exigencies, as defined by Federal regulations, include: 1) short- notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

1. inpatient medical treatment, recuperation or therapy;
2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
3. assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for ~~his/her~~ **the staff member's** own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

The District Administrator will determine whether an employee's request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, ~~s/he~~ **the staff member** is entitled to a total of twelve (12) work weeks of leave in a rolling twelve-month period for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, ~~s/he~~ **the staff member** is entitled to ten (10) work weeks of leave in a **calendar year** as follows:

- a. a total of six (6) weeks of leave for the birth of ~~his/her~~ **the staff member's** natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;

b. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and

c. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatment

A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition);
and
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

E. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. ~~You~~ The staff member or ~~you~~ their family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for your own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Staff members **Employees** must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely without reasonable explanation may result in the denial of the leave request.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with **his/her/their** supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with **his/her/their** supervisor in order to work out a treatment schedule which best suits **his/her/their** needs, as well as the District's.

If a staff member must take more leave than originally anticipated, **she/they** must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification By Healthcare Provider

If a staff member requests leave due to **his/her/their** own serious health condition or the serious health condition of **his/her/their** spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to clarify illegible answers and to authenticate the certification. If the certification is incomplete or otherwise unclear, the administrator must request that the employee obtain updated or completed information from the healthcare provider and return it directly to the administrator.

If the District Administrator doubts the validity of a certification, it may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and **his/her/their** rights and responsibilities under this policy.

The District Administrator will give the staff member the notice on each occasion that **she/the staff member** notifies **his/her/their** supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will, at a minimum, verbally notify the staff member whether leave is being designated as FMLA leave within two business days of the date the staff member provides information to the District Administrator sufficient to enable ~~him/her~~ the District Administrator to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with ~~his/her~~ their supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which ~~she~~ the staff member is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule governed only by the FMLA, which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave, must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the District Administrator for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The District Administrator may require instructional staff members who take Federal leave near the end of an academic term to extend their leave through the end of the academic term if:

- A. the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
- B. the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
- C. the leave commences within three (3) weeks of the end of a term and the leave was at least five (5) working days in duration.

Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member must use the following leaves provided by the Board, if available:

- A. vacation or personal leave, if available, for any family or medical leave;
- B. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- C. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which ~~s/he~~the staff member have~~s~~ earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying ~~his/her~~their portion of health insurance premiums regardless of whether ~~his/her~~the staff member's family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position ~~s/he~~they held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if ~~s/he~~the staff member had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, ~~s/he~~the staff member is not entitled to be reinstated.

A staff member who exceeds ~~his/her~~the FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member **may** be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify ~~his/her~~their supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided ~~s/he~~the staff member has the present skill and ability to perform the essential functions of ~~his/her~~their job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of ~~his/her~~their ability to return to work.

Fitness For Duty Certification

If leave is due to the staff member's serious health condition, ~~s/he~~the staff member must present certification to return to work to ~~his/her~~their supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans With Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, ~~she~~ **the staff member** may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform ~~his/her~~ **their** duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy upon the request of a staff member. 29 U.S.C. 2601 et. seq.

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Legal	29 U.S.C. 2601 et. seq
	29 C.F.R. Part 825
	103.10, Wis. Stats.
	Wis. Admin. Department of Workforce Development (DWD) 225
	National Defense Authorization Act of 2010

Book	Policy Manual
Section	4000 Support Staff
Title	FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")
Code	po4430.01*jrm
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4430.01 - FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")

Introduction

In accordance with Federal and State law, the Board of Education will provide family and medical leave to support staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, staff members should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Eligibility Requirements

To be eligible for leave under the FMLA, a staff member must have been employed by the Board for at least twelve (12) months in the past seven years **and** must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave. ~~All full-time instructional staff members are deemed to meet the 1,250-hour requirement.~~

To be eligible for leave under the WFMLA, a staff member must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to the staff member under this policy, as well as the staff member's rights during leave, depend upon whether the staff member satisfies the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care
- C. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom the staff member assumed the day-to-day obligations of a parent. A child must be **either** under eighteen (18) years of age or unable to care for ~~himself/herself~~ **themselves** due to a physical or mental disability or, for leave under State law only, unable to care for ~~himself/herself~~ **themselves** due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if the staff member requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

- D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of **his/her the staff member's** position
- E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period.

This type of leave is available for serious injury or illness which results in:

1. inpatient medical treatment, recuperation or therapy;
2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
3. assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for **his/her the staff member's** own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

The District Administrator will determine whether an employee's request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, **s/he the staff member** is entitled to a total of twelve (12) work weeks of leave in a rolling twelve-month period for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, s/he is entitled to ten (10) work weeks of leave in a **calendar year** as follows:

- A. a total of six (6) weeks of leave for the birth of **his/her the staff member's** natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
- B. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
- C. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatment

A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition);
and
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

E. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The staff member or his/her/their family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for the staff member's own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for

the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Staff members must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely without reasonable explanation may result in the denial of the leave request.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with his/her/their supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with his/her/their supervisor in order to work out a treatment schedule which best suits his/her/the staff member's needs, as well as the District's.

If a staff member must take more leave than originally anticipated, s/he/they must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification By Healthcare Provider

If a staff member requests leave due to his/her/their own serious health condition or the serious health condition of his/her/their spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including, termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to clarify illegible answers and to authenticate the Certification. If the certification is incomplete or otherwise unclear, the administrator must request that the employee obtain updated or completed information from the healthcare provider and return it directly to the administrator.

If the District Administrator doubts the validity of a Certification, it may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and his/her/their rights and responsibilities under this policy.

The District Administrator will give the staff member the Notice on each occasion that s/he/the staff member notifies his/her/their supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will, at a minimum, verbally notify the staff member whether leave is being designated as FMLA leave within two business days of the date the staff member provides information to the District Administrator sufficient to enable him/her/the District Administrator to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with ~~his/her~~ ~~their~~ supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which ~~s/he~~ ~~the staff member~~ is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member must use the following leaves provided by the Board, if available:

- A. vacation or personal leave, if available, for any family or medical leave;
- B. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- C. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which ~~s/he~~ ~~have~~ ~~the staff member~~ ~~has~~ earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying ~~his/her~~ ~~their~~ portion of health insurance premiums regardless of whether ~~his/her~~ ~~the staff member's~~ family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position ~~s/he~~ they held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if ~~s/he~~ the staff member had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, ~~s/he~~ the staff member is not entitled to be reinstated.

A staff member who exceeds ~~his/her~~ the FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member **may** be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify ~~his/her~~ their supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided ~~s/he~~ the staff member has the present skill and ability to perform the essential functions of ~~his/her~~ their job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of ~~his/her~~ their ability to return to work.

Fitness For Duty Certification

If leave is due to the staff member's serious health condition, ~~s/he~~ the staff member must present certification to return to work to ~~his/her~~ their supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans with Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans with Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, ~~s/he~~ the staff member may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform ~~his/her~~their duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy upon the request of a staff member. 29 U.S.C. 2601 et seq.

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Legal

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

103.10, Wis. Stats.

Wis. Admin. Department of Workforce Development (DWD) 225

National Defense Authorization Act of 2010

Book	Policy Manual
Section	2000 Program
Title	CURRICULUM DEVELOPMENT
Code	po2210*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	December 13, 2022

2210 - CURRICULUM DEVELOPMENT

The Board recognizes its responsibility for the quality of the educational program of the schools. To this end, a District the curriculum plan shall be developed, evaluated, and adopted. The plan shall include overall program evaluation processes that provide for evaluation on a continuing basis and in accordance with a plan for curriculum growth established by the District Administrator shall provide for the review of the evaluation process at least every five (5) years. The District curriculum plan shall include sequential curriculum plans, which provides an organized set of learning experiences that build upon previously acquired knowledge and skills.

For purposes of this policy and consistent communication throughout the District, curriculum shall be defined as to include:

- A. learning activities approved by the Board for individuals or groups of students and expressed in terms of specific instructional objectives or class periods;
- B. the plan for learning necessary to accomplish the educational goals of the District; and
- C. all the planned activities of the schools, including formal classroom instruction and out-of-class activity, both individual and group, necessary to accomplish the educational goals of the District.

The Board directs that the curriculum shall be developed and evaluated by the District Administrator, and that curriculum plans and courses of study incorporated into the curriculum of this District:

- A. provide provides instruction in courses consistent with statute and regulations of the Department of Public Instruction or appropriate State agency;
- B. ensure ensures, consistent with 115, Wis. Stats. and other applicable Federal and State laws and regulations, that special learning needs of students are provided for in the context of the regular program or classroom and provides for effective coordination with programs or agencies that are needed to meet those needs that cannot be dealt with in the regular program or classroom;
- C. be consistent with and designed to achieve the District's philosophy and goals and ensure the possibility of their achievement;
- D. be consistent with 118.30, Wis. Stats. by incorporating incorporate State-recommended performance standards for students as the basis for determining how well each student is achieving curriculum objectives;
- E. allow allows for the development of individual talents and interests, as well as recognizes that learning styles of students may differ;
- F. provide provides a strategy for continuous and cumulative learning through effective articulation at all levels, particularly of those skills identified as essential and life-role skills;
- G. utilize utilizes a variety of learning resources to accomplish the educational goals;
- H. encourage encourages students to utilize guidance and counseling services in their academic and career planning;

- I. in the elementary grades, ~~provide~~ provides regular instruction in reading, language arts, social studies, mathematics, science, health, physical education, art, and music;
- J. in grades five (5) to eight (8), ~~provide~~ provides regular instruction in language arts, social studies, mathematics, science, health, physical education, art, and music;
- K. in grades nine (9) to twelve (12), ~~provide~~ provides access to an educational program that enables students each year to study English, social studies, mathematics, science, vocational education, foreign language, physical education, art, and music;
- L. ~~provide~~ provides regular instruction in foreign language in grades seven (7) and eight (8);
- M. in one (1) of grades five (5) to eight (8) and in one (1) of grades ten (10) to twelve (12), provides students with the instruction on shaken baby syndrome and impacted babies described in 253.15 (5), Wis. Stats.;
- N. incorporates instruction in financial literacy into the curriculum in grades kindergarten to twelve (12);
- O. at least once in grades five (5) to eight (8) and at least once in grades nine (9) to twelve (12), include instruction on the Holocaust and other genocides ~~effective with the 2022-2023 school year~~;
- P. ~~provide~~ provides that, in the social studies curriculum, instruction in the history, culture, and tribal sovereignty of Federally-recognized American Indian tribes and bands located in Wisconsin takes place at least twice in the elementary grades and once in the high school grades; and
- Q. ~~provide~~ provides for multicultural education by including, at each level, courses or units which help students understand the culture and contributions of various ethnic groups comprising American society including, but not limited to, Euro-Americans, African-Americans, Asian-Americans, Hispanic-Americans, and Native Americans.

~~As educational leader of this District, the District Administrator shall be responsible to the Board for the development and evaluation of curriculum and the preparation of courses of study.~~

The District Administrator shall make progress reports to the Board periodically.

The District Administrator may ~~propose programming using innovative instructional design~~ ~~conduct such innovative pilot programs~~ as ~~are~~ deemed to be ~~beneficial or~~ necessary to the continuing growth of the instructional program and to better ~~promote~~ ~~ensure accomplishment of~~ the District's educational goals. Each such innovative program ~~intended to be part of the required hours of instruction~~ must be consistent with ~~State law and implemented consistent with the District's curriculum as approved by the Board Chapter 118 and appropriate State regulations and receive the approval of the Board.~~

~~The District Administrator shall report each such innovative program to the Board along with its objectives, evaluative criteria, and costs.~~

~~Unless the Board disapproves, the District Administrator may proceed to conduct the program.~~

The Board encourages, where it is feasible and in the best interests of the District, participation in programs of educational research.

~~The Board directs the District Administrator to pursue actively State and Federal aid in support of the District's innovative activities.~~

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Legal 118.01, 118.24, 118.30, 121.01(1)(k), 121.02(1)(L), Wis. Stats.
PI 8.01(2)(L), PI 8.01(2)(k)

Cross References PI 8.001(6g)

Book	Policy Manual
Section	2000 Program
Title	ADOPTION OF COURSES OF STUDY
Code	po2220*pdw
Status	Second Reading
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2220 - **ADOPTION OF COURSES OF STUDY**

The Board of Education shall provide a comprehensive instructional program to serve the educational needs of the students of this District. In furtherance of this goal and pursuant to law, the Board shall periodically adopt courses of study through inclusion in the sequential curriculum plan described in Policy 2210 - Curriculum Development. A course of study is part of the sequential curriculum plan that describes course objectives, sequence, content, and a method of evaluating student attainment of objectives. Each course of study shall specify the hours of instruction committed to it each week, semester, and school year.

The Board shall determine which units of the instructional program constitute courses of study and are thereby subject to the adoption procedures of the Board. No course of study shall be taught in the schools of this District unless it has been adopted by the Board.

The District Administrator shall recommend to the Board such courses of study as are deemed to be in the best interests of the students and are needed to comply with State law. The District Administrator's recommendation shall include the following information about each course of study:

- A. the intended learning objective(s), defined in terms of how the learning is applied;
- B. its scope and sequence and a statement of the rationale used to determine the amount and type of instructional time needed to accomplish the objectives at each level;
- C. the resources that its implementation will require, including instructional materials, equipment, specially-trained personnel, etc.;
- D. the plan for its continuous assessment which includes criteria and standards; and
- E. its developmental and operational history as well as data on results, where available.

The District Administrator shall maintain a current list of all courses of study offered by this District.

118.01, 118.24(2)(c), 121.02(1)(k), Wis. Stats.

PI 8.01(2)(k)2

PI 8.01(2)(k)3

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Legal 118.01, Wis. Stats.

Book	Policy Manual
Section	2000 Program
Title	DISTRICT-SPONSORED CLUBS AND ACTIVITIES
Code	po2430*pdw
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Last Revised	August 2, 2022

2430 - **DISTRICT-SPONSORED CLUBS AND ACTIVITIES**

The Board believes that the goals and objectives of this District are best achieved by a diversity of learning experiences, including those that are not conducted in a regular classroom but are related to the District's curriculum and or mission.

The purpose of District-sponsored activities shall be to enable students to explore a wider range of individual interests than may be available in the District's courses of study but are still related to accomplishing the educational outcomes for students as adopted by the Board in Policy 2131. The Board encourages all students, including those students in elementary and middle school grades, to participate in such opportunities. In implementing this policy, the District Administrator shall take steps to make such opportunities accessible to all students.

For purposes of this policy, District-sponsored activities are typically those activities in which:

- A. the subject matter is actually taught or will be taught in a regularly offered course;
- B. the subject matter concerns the District's composite courses of study;
- C. participation is required for a particular course;
- D. participation results in academic credit; or
- E. the subject matter is of interest to students and aligns with the Districts' goals and mission.

No activity shall be considered to be under the sponsorship of this Board unless it meets one or more of the criteria stated above and has been approved by the District Administrator.

Such activities, along with competitive extra-curricular activities/athletics, may be conducted on or off school premises by clubs, associations, and organizations of students sponsored by the Board and directed by a staff advisor.

The Board shall allow nondistrict-sponsored, student clubs and activities during noninstructional time, in accordance with the provisions in Policy 5730 - Equal Access For Nondistrict-Sponsored, Student Clubs and Activities.

Nondistrict-sponsored, student activities that are initiated by parents or other members of the community may be allowed under the provisions of Policy 7510 - Use of District Facilities. The Board, however will not:

- A. assume any responsibility for the planning, conducting, or evaluating of such activities;
- B. provide any funds or other resources; or
- C. allow any member of the District's staff to assist in the planning, conducting, or evaluating of such an activity during the hours when is functioning as a member of the staff.

All activities which meet the criteria of this policy are sponsored by the District and are authorized to use the District name, logo, mascot, or any other name which would associate an activity with the District, provided such use is consistent with other applicable District policies.

No nondistrict-sponsored organization may use the name of the School District or any other name which would associate an activity with the District.

Students shall be fully informed of the District-sponsored activities available to them and of the eligibility standards established for participation in these activities. District-sponsored activities shall be available to all students who elect to participate and who meet eligibility standards.

The District Administrator shall prepare administrative guidelines to implement a program of clubs and activities. Such guidelines should ensure that the needs and interests of the students are properly assessed and procedures are established for continuing evaluation of each club and activity.

Whenever a student becomes a member of a District-sponsored student group or national organization such as the National Honor Society, in order to remain a member, they must continue to meet all of the eligibility criteria and abide by the principles and practices established by the group or the organization.

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Revised 2/22/22

T.C. 8/2/22

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120.12(23), Wis. Stats.

P.L. 98-377

Book	Policy Manual
Section	5000 Students
Title	PROGRAM OR CURRICULUM MODIFICATIONS
Code	po5250*pdw
Status	Second Reading

5250 – PROGRAM OR CURRICULUM MODIFICATIONS

In accordance with Policy 5200 – Attendance, the Board may excuse a student from regular school attendance to participate in a program or curriculum modification leading to high school graduation or a high school equivalency diploma.

Any such request for a program or curriculum modification from the parent, or the student if the parent is notified, shall be in writing.

The Board, or its designee, shall provide a written decision within ninety (90) days to a properly submitted request for a program or curriculum modification. If the request is denied, the reasons for denial shall be included in the written decision. An exception is if the student has been evaluated by an IEP team but not recommended for special education, then the written decision must be provided within thirty (30) days.

The Board designates the District Administrator to make decisions for program or curriculum modifications.

Any decision made by the Board or its designee regarding a request for a program or curriculum modification may be appealed by the parent to the Board, and the Board shall provide a written decision to the parent.

The request for a program or curriculum modification may include, but is not limited to, the following:

- A. modifications within the student's current academic program;
- B. a school work training or work study program;
- C. enrollment in any alternative public school or program located in the school district in which the student resides;
- D. enrollment in any nonsectarian private school or program, or tribal school, located in the School District in which the student resides in accordance with applicable State and Federal law;
- E. homebound study, including nonsectarian correspondence courses or other courses of study approved by the Board, or nonsectarian tutoring provided by the school in which the student is enrolled;
- F. enrollment in any public educational program located outside the School District in which the student resides, which may be pursuant to a contractual agreement between the school districts.

Annually, the District shall notify students and parents of the provisions of this policy. Inclusion of such notification in the student handbook shall satisfy this provision.

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Book	Policy Manual
Section	5000 Students
Title	ADMINISTRATION OF MEDICATION/EMERGENCY CARE
Code	po5330*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	August 24, 2021

5330 - ADMINISTRATION OF MEDICATION/EMERGENCY CARE

The Board shall not be responsible for the diagnosis and treatment of student illness. The administration of medication to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication were not administered during school hours, or the child is disabled and requires medication to benefit from ~~their~~ ~~his/her~~ educational program.

For purposes of this policy, "practitioner" shall include any physician, dentist, podiatrist, optometrist, physician assistant, and advanced practice nurse prescriber or physician's assistant who is licensed in any state. "Medication" shall include all drugs including those prescribed by a practitioner and any nonprescription drug products. "Administer" means the direct application of a nonprescription drug product or prescription drug, whether by injection, ingestion, or other means, to the human body. "Nonprescription drug product" means any nonnarcotic drug product which may be sold without a prescription order and which is prepackaged for use by consumers and labeled in accordance with the requirements of State and Federal law.

Before any prescribed medication may be administered to any student during school hours, the Board shall require the written instructions from the child's practitioner accompanied by the written authorization of the parent.

Nonprescription drug products may be administered to any student during school hours only with the prior written consent of the parent. Substances, which are not FDA approved (i.e. natural products, food supplements), will require the written instruction of a practitioner and the written consent of the parent. ~~Only those nonprescription~~ **Nonprescription** drugs that are provided by the parent **may be administered if they are supplied** in the original manufacturer's package which lists the ingredients and **recommended therapeutic dosage** in a legible format ~~may be administered~~. Any dosage of nonprescription medication other than that listed on the medications' packaging must be authorized in writing by a medical practitioner. Students are prohibited from possessing, using, carrying, or distributing in school or on school grounds drugs or other products which, even though not defined as a drug, are used or marketed for use for medical purposes, such as to relieve pain or to relieve the symptoms of an underlying medical condition (including aspirin, ibuprofen, dietary supplements, CBD oil products, etc.). This provision of policy is to be viewed together with the Board policy on Drug Prevention, Policy 5350.

No CBD products will be permitted for use at school.

The document authorizing the administration of both prescribed medication and nonprescription drug products shall be kept on file in each building's administrative office.

Only medication in its original container; labeled with the date, if a prescription; the student's name; and the exact dosage will be administered. Parents, or students authorized in writing by their practitioner and parents, may administer medication.

No student is allowed to provide or sell any type of medication to another student. Violations of this rule will be considered violations of Policy 5530 - Drug Prevention and of the Student Code of Conduct.

Medications will be administered and the instruction and consent forms will be maintained in accordance with the District Administrator's guidelines.

Any bus driver, staff member or volunteer, authorized in writing by the District Administrator or a principal, is immune from liability for ~~their his/her~~ acts or omissions in administering medication including, but not limited to glucagon, an opioid antagonist, and epinephrine, unless the act or omission constitutes a high degree of negligence and, in the case of any staff member or volunteer who administers an opioid antagonist, the staff member or volunteer contacts emergency medical services as soon as practicable after administering the drug to report the suspected overdose. Such immunity does not apply to healthcare professionals.

~~All prescription medications shall be kept in a locked storage area unless the medication is an emergency medication which the student is authorized to carry and self-administer by authorization of both the parent and practitioner, and the possession of such medication by the student in school is not prohibited by law or regulation.~~

All prescription medication shall be secured and appropriately stored (allowing for quick access and retrieval before, during, and after school hours), unless the medication is an emergency medication that the student is authorized to carry and self-administer by authorization of both the student's parent(s) and practitioner, and the possession of such medication by the student in school is not prohibited by law or regulation.

The Board shall permit the administration by staff of any medication requiring a delivery method other than oral ingestion when both the medication and the procedure are prescribed by a practitioner and the delivery is under the supervision of a licensed nurse, provided that the staff member has completed any necessary training and that staff member voluntarily agrees to deliver the medication. No staff member, other than a health care professional, may be required to administer medications that are administered by means other than oral ingestion.

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.

Any Administrator or principal who authorizes an employee or volunteer to administer a nonprescription drug product or prescription drug to a student is immune from civil liability for the act of authorization unless it constitutes a high degree of negligence or the administrator or principal authorizes a person who has not received the required Department of Public Instruction training to administer the nonprescription drug product or prescription drug to a student. School nurses, as District employees, are regulated by the Wisconsin Nurse Practice Act and are therefore not necessarily immune from civil liability.

The school nurse(s) providing services or consultation on the District's Emergency Nursing Services Plan has provided assistance in the development of this policy and will also provide a periodic review of the written instructions and consent forms and the Medications Administration Daily Log(s). The plan shall state whether and at what extent the District ~~or individual schools~~ will retain opioid antagonists.

Epinephrine Auto-Injectors

The Board intends to adopt and maintain a plan for managing students with life-threatening allergies so as to permit each school to obtain a school prescription for epinephrine auto-injectors and to permit each school nurse and designated school personnel to administer them. Accordingly, the Board directs the school nursing staff in consultation with the District Administrator to develop a plan that meets the following:

- A. specifies those designated school personnel that have agreed to receive training and that will be trained and authorized to perform the functions of the plan;
- B. identifies the specific training program that will be implemented to prepare each school nurse and designated school personnel to identify the signs of anaphylaxis and to provide or administer epinephrine auto-injectors accordingly;
- C. delineates the permissible scope of usage to include providing District-owned epinephrine auto-injectors to students who have a prescription on file with the school in the event the student is experiencing an anaphylactic event and/or administering epinephrine auto-injectors to such students, and/or administering epinephrine auto-injector treatment to any student, regardless of whether the student has a prescription on file or the staff member so trained is not aware of whether the student has a prescription on file, but believes in good faith the student is suffering from anaphylaxis, provided that the staff member immediately contacts emergency medical services;
- D. identifies the number and type of epinephrine auto-injectors each school will keep on site and identifies a member of the nursing staff or other school official who will be responsible for maintaining the epinephrine auto-injectors supply;
- E. is approved by a physician licensed in the State of Wisconsin;
- F. notes that the school and any school nurse or designated school personnel that provide or administer epinephrine auto-injectors under this plan are immune from civil liability for any harm that may result, regardless of whether there is a parental or medical provider authorization, unless the administration was a result of gross negligence or

willful or wanton misconduct;

G. is published on the District's website or the website of each school.

Use of Essential Oils

Avoid the broad and general application of aromatic substances in the classroom (including essential oils).

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Revised 2/24/15
Revised 12/12/17
Revised 9/25/18

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Legal	118.29, Wis. Stats.
	118.291, Wis. Stats.
	121.02, Wis. Stats.
	PI 8.01(2)(g)
	Wis. Admin. Code N 6.03
	2009 Wisconsin Act 160

Book	Policy Manual
Section	5000 Students
Title	PROMOTION, PLACEMENT, AND RETENTION
Code	po5410*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	December 13, 2022

5410 - **PROMOTION, PLACEMENT, AND RETENTION**

The Board of Education recognizes that the personal, social, physical, and educational growth of children will vary and that they should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

It shall be the policy of the Board that each student be moved forward in a continuous pattern of achievement and growth that is in harmony with the appropriate for each student's own development. Such pattern should coincide with the system of grade levels established by this Board and the instructional objectives established for each.

Definitions

Promotion: Occurs when a student is doing the quality of work that indicates the student has met the criteria established in this policy and AG 5410 - Promotion, Placement, and Retention and shall be moved forward to the next grade.

Placement: Occurs when a student is not doing the quality of work that indicates the student shall be promoted to the next grade. but a determination has been made that it is in the student's best interest to move forward to the next grade. A placement determination is made by the Student Intervention Team with the concurrence of the building administrator.

Retention: Occurs when a student is not doing the quality of work that indicates the student should move forward to the next grade. and the student should repeat the current grade. A retention decision is made by the Student Intervention Team with the concurrence of the building administrator.

A student will be promoted to the succeeding grade level when the student has:

- A. completed the course requirements at the presently assigned grade;
- B. in the opinion of the professional staff, achieved the instructional objectives set for the present grade;
- C. demonstrated sufficient proficiency to permit the student to move ahead in the educational program of the next grade;
- D. demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade.

Following sound principles of child guidance, the Board discourages the skipping of grades.

The District Administrator shall develop administrative guidelines for promotion, placement, and retention of students which:

- A. ensure students who are falling seriously behind their peers or who may not be promoted receive the special assistance they may need to achieve the academic outcomes of the District's core curriculum;
- B. require the recommendation of the relevant staff members for promotion, placement, or retention;

- C. require that parents are informed in advance of the possibility of retention of a student at a grade level;
- D. assure that efforts are made to remediate the student's difficulties before the student is retained;
- E. assign to the principal the final responsibility for determining the promotion, placement, or retention of each student.

Promotion from Grade 4 and Grade 8

All Districts, except Union High School Districts are required to include specific promotion criteria, as outlined below, in a Board-approved policy (see 118.33(6) Wis. Stats.).

For Unified, Common, and K-8 Districts

A student shall be promoted from 4th to 5th grade when the student meets the following criteria:

- A. the student's score on the 4th grade examination, unless the student has been excused from taking the examination;
- B. the student's academic performance;
- C. recommendations of teachers which are based solely on the student's academic performance.

A student shall be promoted from 8th to 9th grade when the student meets the following criteria:

- A. the student's score on the 8th grade examination, unless the student has been excused from taking the examination;
- B. the student's academic performance;
- C. recommendations of teachers which are based solely on the student's academic performance.

Students that do not meet the above criteria will not be promoted to 5th or 9th grade.

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118.33(6), Wis. Stats.

Book	Policy Manual
Section	5000 Students
Title	USE OF TOBACCO AND NICOTINE BY STUDENTS
Code	po5512*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	August 2, 2022

5512 - **USE OF TOBACCO BY STUDENTS**

The Board recognizes that the use of tobacco products, as well as other nicotine delivery systems, such as electronic smoking devices, are a health, safety, and environmental hazard for students, staff, visitors, and school facilities. The Board is acutely aware of the serious health risks associated with the use of these products, both to users and non-users, and that their use or promotion on school grounds and at off-campus school-sponsored events is detrimental to the health and safety of students, staff, and visitors. The Board also believes accepting tobacco industry gifts or materials will send an inconsistent message to students, staff, and visitors.

It shall be a violation of this policy for any student of the District to possess, use, consume, display, promote, or sell any tobacco products, tobacco industry brand, tobacco-related devices, imitation tobacco products, or electronic smoking or vaping devices, regardless of content, **including smoking as defined in this policy**, at any time on school property or at off-campus, school-sponsored events. The Board authorizes the District Administrator to take reasonable measures related to the Board's expectation that the promotion and display of tobacco and related products on school property or at off-campus, school-sponsored events is prohibited.

It shall be a violation of this policy for the District to solicit or accept any contributions, gifts, money, curricula, or materials from the tobacco industry or from any tobacco products retailer. This includes, but is not limited to, donations, monies for sponsorship, advertising, promotions, loans, or support for equipment, uniforms, and sports and/or training facilities. It shall be a violation of this policy to participate in any type of service funded by the tobacco industry while in the scope of employment for the District.

Exceptions

It shall not be a violation of this policy for tobacco products, tobacco-related devices, imitation tobacco products, or lighters to be included in instructional or work-related activities in school buildings if the activity is conducted by a staff member or an approved visitor and the activity does not include smoking, chewing, or otherwise ingesting the product.

The prohibition on the use of other products containing nicotine, including, but not limited to, nicotine patches and nicotine gum may be removed when a parent or "adult" student provides documentation from a licensed medical practitioner that the student's use of non-tobacco nicotine products is being medically supervised for the cessation of a nicotine addiction and the student complies with Policy 5330 - Administration of Medication.

Instruction in the history and purpose of traditional tobacco that has been used as a part of faith and tradition in the Native American and American Indian communities is an exception to this policy.

Policy Specific Definitions

The term "any time" means during normal school and non-school hours: twenty-four (24) hours a day, seven (7) days a week.

The term "electronic smoking device" means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. The term electronic smoking device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars,

e-pipes, vape pens, mods, tank systems, JUUL, or under any other product name or descriptor. The term electronic smoking device includes any component part of a product, whether or not marketed or sold separately, including but not limited to e-liquids, e-juice, cartridges, and pods.

The term "imitation tobacco product" means any edible non-tobacco product designed to resemble a tobacco product, or non-edible, non-tobacco product designed to resemble a tobacco product that is intended to be used by children as a toy. Examples of imitation tobacco products include but are not limited to: candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, pouches containing flavored substances packaged similar to snuff, shredded beef jerky in containers resembling snuff tins, plastic cigars, and puff cigarettes.

The term "off-campus, school-sponsored event" means any event sponsored by the school or School District that is not on school property, including but not limited to, sporting events, day camps, field trips, entertainment seminars, dances or theatrical productions.

The term "school property" means all facilities and property, including land, whether owned, rented, or leased by the District, and all vehicles owned, leased, rented, contracted for, or controlled by the District used for transported students, staff and visitors.

The term "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. This specifically includes marijuana and hemp plant derived substances, whether or not legally sold in Wisconsin, including CBD products, Delta 8 THC, Delta 9 THC, or any other variation thereof. "Smoking" also includes carrying or using an activated electronic smoking device.

The term "tobacco products retailer" means retailers whose primary business is to sell tobacco and/or tobacco-related products.

The term "tobacco industry" means manufacturers, distributors, or wholesalers of tobacco products, electronic smoking devices, or tobacco-related devices; this includes parent companies and subsidiaries.

The term "tobacco industry brand" means any corporate name, trademark, logo, symbol, motto, selling message, recognizable pattern of colors, or any other indication of product identification identical or similar to those used for any brand of tobacco product, company, or manufacturer of tobacco products.

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Revised 12/10/19

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Revised 2/22/22

T.C. 8/2/22

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 111.321, Wis. Stats.
 120.12(20), Wis. Stats.
 20 U.S.C. 6081 et seq.
 20 U.S.C. 7182

Book	Policy Manual
Section	5000 Students
Title	STUDENT ANTI-HARASSMENT
Code	po5517*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	February 22, 2022

5517 - **STUDENT ANTI-HARASSMENT**

Prohibited Harassment

It is the policy of the Board to maintain an educational environment that is free from all forms of harassment. This commitment applies to all District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of harassment. This policy applies to conduct occurring in any manner or setting over which the Board can exercise control, including on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will not tolerate any form of harassment and will take all necessary and appropriate actions to eliminate it, including suspension or expulsion of students and disciplinary action against any other individual in the School District community. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our students.

The Board will vigorously enforce its prohibition against discriminatory harassment based on the traits of sex (including gender 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 (hereinafter referred to as "Protected Classes"), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. Additionally, the Board prohibits harassing behavior directed at students for any reason, even if not based on one of the Protected Classes, through its policies on bullying (See Policy 5517.01 - Bullying)

~~Harassment may occur student to student, student to staff, staff to student, male to female, female to male, male to male, or female to female.~~ The Board will investigate all allegations of harassment and in those cases where harassment is substantiated, the Board will take immediate steps designed to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

Other Violations of the Anti-Harassment Policy

The Board will also take prompt ~~immediate~~ steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation;
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment;
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment ~~complaints~~ ~~charges~~ comprises part of one's duties.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, i.e., sexual harassment prohibited by Title IX, is not included in this policy. Allegations of such conduct shall be addressed ~~solely~~ by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Notice

Notice of the Board's policy on anti-harassment in the educational environment and the identity of the District's Compliance Officers will be posted throughout the District and published in any District statement regarding the availability of employment, staff handbooks, and general information publications of the District as required by Federal and State law and this policy.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Day(s): ~~Unless expressly stated otherwise, the term "day" or "days" as used in this policy~~ means business day(s) (i.e., a day(s) that the District office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays) **unless expressly stated otherwise herein**.

Respondent is the individual who has been alleged to have engaged in harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means **individuals, students, administrators, teachers, and staff**, ~~and Board employees (i.e., administrators, and professional and classified staff)~~, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Bullying

Bullying is prohibited by Board Policy 5517.01 – Bullying. It is defined as 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. Bullying need not be based on any Protected Class. Bullying behavior rises to the level of harassment when the prohibited conduct is based upon the student's sex (including gender 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. Complaints brought under this policy that are more appropriately handled under the Bullying policy shall be referred for investigation consistent with the procedures in that policy.

Bullying that rises to the level of Sexual Harassment is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, i.e., sexual harassment prohibited by Title IX, and is not included in this policy. Allegations of such conduct shall be addressed ~~solely~~ by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student in reasonable fear of harm to **their his/her** person or damage to **their his/her** property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
- C. has the effect of substantially disrupting the orderly operation of a school.

"Harassment" also includes "hate speech" **directed against a student**—the use of language, behavior, or images/symbols that express prejudice against a particular group or groups on the basis of any protected characteristic(s).

Examples are:

- A. making statements that promote violence toward a racial or ethnic group;

- B. drawing, displaying, or posting images or symbols of prejudice (e.g., swastikas).

Sexual Harassment

For purposes of this policy **only and not sexual harassment under Title IX, addressed in Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, and consistent with Title VII of the Civil Rights Act of 1964.** "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- A. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of access to educational opportunities or program;
- B. submission or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's education;
- C. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's education, or creating an intimidating, hostile, or offensive educational environment.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. unwelcome verbal harassment or abuse;
- B. unwelcome pressure for sexual activity;
- C. threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances;
- D. unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls and obscene gestures;
- E. sexually suggestive objects, pictures, graffiti, videos, posters, audio recording or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals;
- F. unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact, other than necessary restraint of students by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
- G. unwelcome sexual behavior or words including demands for sexual favors, accompanied by implied or overt threats concerning an individual's educational status;
- H. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's educational status;
- I. unwelcome behavior or words directed at an individual because of gender;

Examples are:

1. repeatedly asking a person for dates or sexual behavior after the person has indicated no interest;
 2. rating a person's sexuality or attractiveness;
 3. staring or leering at various parts of another person's body;
 4. spreading rumors about a person's sexuality;
 5. letters, notes, telephones calls, or materials of a sexual nature;
 6. displaying pictures, calendars, cartoons, or other materials with sexual content.
- J. inappropriate boundary invasions by a District employee or other adult member of the District community into a student's personal space and personal life;

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However other behaviors might be going too far, are inappropriate and may be signs of sexual grooming.

Inappropriate boundary invasions may include, but are not limited to the following:

1. hugging, kissing, or other physical contacts with a student;
2. telling sexual jokes to students;
3. engaging in talk containing sexual innuendo or banter with students;
4. talking about sexual topics that are not related to the curriculum;
5. showing pornography to a student;
6. taking an undue interest in a student (i.e. having a "special friend" or a "special relationship");
7. initiating or extending contact with students beyond the school day for personal purposes;
8. using e-mail, text messaging or websites to discuss personal topics or interests with students;
9. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval;
10. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences);
11. going to a student's home for non-educational purposes;
12. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of a student);
13. giving gifts or money to a student for no legitimate educational purpose;
14. accepting gifts or money from a student for no legitimate educational purpose;
15. being overly "touchy" with students;
16. favoring certain students by inviting them to come to the classroom at non-class times;
17. getting a student out of class to visit with the staff member;
18. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so;
19. talking to a student about problems that would normally be discussed with adults (i.e. marital issues);
20. being alone with a student behind closed doors without a legitimate educational purpose;
21. telling a student "secrets" and having "secrets" with a student;
22. other similar activities or behavior:

Inappropriate boundary invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal or the District Administrator.

- K. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
- L. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;

M. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

~~It is further the policy of the Board that a sexual relationship between staff and students is not permissible in any form or under any circumstances, in or out of the workplace, in that it interferes with the educational process and may involve elements of coercion by reason of the relative status of a staff member to a student.~~

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, ~~or~~ ~~and~~ persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

It is further the policy of the Board that a sexual relationship between staff and students is not permissible in any form or under any circumstances, in or out of the workplace, in that it interferes with the educational process and may involve elements of coercion by reason of the relative status of a staff member to a student.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's educational performance; creating an intimidating, hostile, or offensive learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references regarding racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Age-Based Harassment

Prohibited age-based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's age and when the conduct has the purpose or effect of interfering with the individual's educational performance; or of creating an intimidating, hostile, or offensive learning environment.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's educational performance; creating an intimidating, hostile, or offensive learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as the District's Compliance Officers (also known as "Anti-Harassment Compliance Officers"; hereinafter referred to as the "COs").

Jacob Konrath
Assistant Superintendent of Student and Instructional Services
920-459-4030
3330 Stahl Rd, Sheboygan, WI 53081

jkonrath@sasd.net

~~Andrea Holschbach~~ Jami Hintz

Assistant Superintendent of Human Resources
920-459-3554
3330 Stahl Rd, Sheboygan, 53081
~~aholschbach~~jhintz@sasd.net

The names, titles, and contact information of these individuals will be published annually on the School District's website.

The Compliance Officer(s) are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

Reports and Complaints of Harassing Conduct

Reporting procedures are as follows:

- A. Any student who believes ~~they have~~ ~~she has~~ been the victim of harassment prohibited under this policy will be encouraged to report the alleged harassment to any District employee, such as a teacher, administrator or other employees.
- B. Any parent of a student who believes the student has been the victim of harassment prohibited under this policy will be encouraged to report the alleged harassment to the student's teacher, building administrator or District Administrator.
- C. Teachers, administrators, and other school ~~employees~~ ~~officials~~ who have the knowledge or received notice that a student has or may have been the victim of harassment prohibited under this policy shall ~~immediately~~ report the alleged harassment to ~~one (1) of~~ the Compliance ~~Officers~~ ~~Officer~~ and the building principal or District Administrator ~~with in two (2) days~~.
- D. Any other person with knowledge or belief that a student has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to any District employee, such as a teacher, administrator or other employees.
- E. The reporting party or complainant shall be encouraged to use a report form available from the principal of each building or available from the District office, but oral reports shall be considered complaints as well. Use of formal reporting forms shall not be mandated. However, all oral complaints shall be reduced to writing.
- F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, ~~the Board has each school's building principal shall be advised to~~ ~~designated~~ ~~designate~~ both a male and a female Compliance Officer for receiving reports of harassment prohibited by this policy. At least one (1) Compliance Officer or other individuals shall be available outside regular school hours to address complaints of harassment that may require immediate attention.

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one (1) of the Anti-Harassment Compliance Officers within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if under ~~the~~ age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged misconduct, including the obligation of the ~~Compliance Officer~~ ~~compliance officer~~ or designee to conduct an investigation following all the procedures outlined in the complaint procedures.

The Compliance Officers are assigned to accept complaints of harassment directly from any member of the School District community or a Third Party or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a Compliance Officer will contact the Complainant and begin either an informal or formal process (depending on the request of the Complainant or the nature of the alleged harassment), ~~or the District Administrator will designate a specific individual to conduct the process necessary for an~~ ~~informal or formal investigation.~~ ~~The~~ ~~the~~ Compliance Officer will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. The Compliance Officer will ~~prepare recommendations for the District Administrator.~~ ~~In the case of a complaint against the District Administrator~~ ~~or a Board member, the CO will prepare recommendations for the Board Attorney who has been designated to~~

serve as the decision-maker for such complaints. ~~or will oversee the preparation of such recommendations by a designee.~~ All Board employees must report incidents of harassment that are reported to them to the Compliance Officer as soon as possible, but always within no more than two (2) days of learning of the incident.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias, or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may, in consultation with the District Administrator, or Board President if the matter involves the District Administrator, engage outside legal counsel to conduct the investigation consistent with this policy.

Investigation and Complaint Procedure Filing a Complaint and Initial Processing of a Complaint

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any student, or other student's parent/guardian, who believes that ~~the student they have~~ has been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

~~Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) calendar days of the complaint being received).~~

All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible. in consideration of the circumstances. while taking measures to complete a thorough investigation. The Complainant shall be notified in writing of receipt of the complaint within forty-five (45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt unless additional time is agreed to by the Complainant.

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of harassment or retaliation with the United States Department of Education Office for Civil Rights ("OCR") and/or the ~~other applicable government agency Wisconsin Equal Rights Division~~. The Chicago Office of the OCR can be reached at John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor Chicago, IL 60604; Telephone: 312-730-1560; FAX: 312-730-1576; TDD: 800-877-8339; Email: OCR.Chicago@ed.gov; Web: <http://www.ed.gov/ocr>.

If at any time during the investigation process the investigator determines that the complaint is properly defined as Bullying, under Policy 5517.01 - Bullying and not Harassment under this Policy, because the conduct at issue is not based on a student's Protected Characteristics, the investigator shall transfer the investigation to the appropriate building principal.

~~If during an investigation of alleged bullying, aggressive behavior, and/or harassment, in accordance with Policy 5517.01 - Bullying, the Principal believes that the reported misconduct may have created a hostile educational environment and may have constituted discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior, and/or harassment to one (1) of the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, the matter will be investigated in accordance with the grievance process and procedures outlined in Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 - Bullying investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities. The Compliance Officer shall keep the Principal informed of the status of the investigation under this policy and provide the Principal with a copy of the resulting report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities grievance process.~~

Complaint and Investigation Procedure

A Complainant may file a complaint, either orally or in writing with a teacher, principal, or other District employee at the student's school, the Compliance Officer, District Administrator, or other District official who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official at the student's school, the Compliance Officer, District Administrator, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); and a list of potential witnesses.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of class schedule for the Complainant or the Respondent or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the District Administrator prior to any action being taken, **except for complaints against the District Administrator, in which case the Board President should be consulted.** The complainant should be notified of any proposed action prior to such action being taken.

As soon as appropriate in the investigation process, the Compliance Officer will inform the individual alleged to have engaged in the harassing conduct, hereinafter referred to as the "respondent", that a complaint has been received. The respondent will be informed about the nature of the allegations and a copy of these administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to respond to the complaint. If the respondent is another student, the student may respond to the allegations orally in an interview with the Compliance Officer or in writing within five (5) days.

All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible, in consideration of the circumstances, while taking measures to complete a thorough investigation. The Complainant shall be notified in writing of receipt of the complaint within forty-five (45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt unless additional time is agreed to by the Complainant.

~~Within~~ **Generally, within** two (2) days of receiving the complaint, the Compliance Officer ~~or a designee~~ will initiate **an a formal** investigation **by at a minimum confirming receipt of the complaint with the Complainant and informing the Complainant of the investigation process.** ~~to determine whether the complainant has been subject to offensive conduct/harassment. A principal will not conduct an investigation unless directed to do so by the Compliance Officer.~~

The investigation **generally** will include:

- A. interviews with the complainant;
- B. interviews with the respondent;
- C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a ~~written~~ report to the District Administrator which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in harassment/retaliation of the Complainant. In determining if harassment occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the District Administrator.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the District Administrator.

~~In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation the CO may in consultation with the District Administrator or Board President, if the matter involves the District Administrator, engage outside legal counsel to conduct the investigation consistent with this policy.~~

Generally ~~Absent extenuating circumstances,~~ within **five (5)** ~~ten (10)~~ days of receiving the report of the Compliance Officer or the designee, the District Administrator **or in the case of a complaint against the District Administrator or a Board member,** **the person designated to serve as the decision-maker for the complaint** either must issue a **written final** decision regarding whether ~~or not~~ the complaint **has been substantiated** ~~of harassment has been substantiated~~ or request further investigation.

A copy of the District Administrator's ~~final written~~ decision will be delivered to both the complainant and the respondent. ~~The District Administrator may redact information from the decision consistent with applicable law. The Board authorizes the District Administrator to consult with legal counsel to determine the extent to which information in an investigation report must be provided to either the Complainant or Respondent.~~

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within ~~five (5) ten (10)~~ days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

The decision of the District Administrator shall be final. If the complainant feels that the decision does not adequately address the complaint ~~they/s/he~~ may appeal the decision to the State Superintendent of Public Instruction by submitting a written request to the Wisconsin Department of Public Instruction ("DPI"), Pupil Nondiscrimination Program, or by contacting the DPI Pupil Nondiscrimination Program at (608) 267-9157.

~~If the decision of the District Administrator is that there is no finding of harassment pursuant to this policy, the student/parent will be informed of the provisions of Policy 5517.01 — Bullying.~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or the Third Party alleging the unlawful harassment pursues the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

~~The~~ ~~To the extent required by law or permitted by the District, the~~ parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Additional School District Action

If the evidence suggests that the harassment at issue is a crime or requires mandatory reporting under the Children's Code (Sec. 48.981, Wis. Stat.), the District Administrator shall report the harassment to the appropriate social service and/or law enforcement agency charged with responsibility for handling such investigations and crimes.

Any reports made to the local child protection service or to local law enforcement shall not terminate the CO's obligation and responsibility to continue to investigate a complaint of harassment. While the COs may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the District Administrator.

Privacy/Confidentiality

The District will ~~employ make~~ all reasonable efforts to protect the rights of the Complainant, ~~and~~ the Respondent(s), and the witnesses as much as possible, consistent with the District's legal obligations to investigation, take appropriate action, and comply with any discovery or disclosure obligations. ~~The District will respect the privacy of the complainant, the respondent, and all witnesses in a manner consistent with the District's legal obligations under State and Federal law. Confidentiality cannot be guaranteed, however. Respondents must be provided an opportunity to meaningfully respond to allegations, which may include disclosure of the Complainant's identity. Additionally, the Respondent must be provided the Complainant's identity.~~

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of an investigation, the Compliance Officer or his/her designee will instruct ~~each person all members of the School District community and third parties~~ who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of ~~an a harassment~~ investigation is expected not to disclose ~~to Third Parties~~ any information that s/he learns or that s/he provides during the course of the investigation.

Directives During Investigation

The CO may recommend to the District Administrator placing any employee involved in an investigation under this Policy on administrative leave pending resolution of the matter. If the District Administrator is the Respondent, the CO shall make such recommendation to the Board. For example, administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation should be provided a Garrity warning apprising the person of their obligations to answer questions truthfully and honestly while preserving the right against self-incrimination in the context of any resulting criminal investigation or prosecution.

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken because of the discrimination, or other appropriate action.

The Board may appoint an individual, who may be a District employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable law.

When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter, including the age and maturity level of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

Where the Board becomes aware that a prior disciplinary action has been taken against the Respondent, all subsequent sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Reprisal

~~Submission of a good faith complaint or report of harassment will not affect the Complainant's status or educational environment. However, the Board also recognizes that false or fraudulent claims of harassment or false or fraudulent information about such claims may be filed. The Board reserves the right to discipline any person filing a false or fraudulent claim of harassment or false or fraudulent information about such a claim.~~

~~The District will discipline or take appropriate action against any member of the School District community who retaliates against any person who reports an incident of harassment prohibited by this policy or participates in a proceeding, investigation, or hearing relating to such harassment. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.~~

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Board ~~will develop a method of discussing this policy with the School District community.~~ **shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate.** ~~Training on the requirements of non-discrimination and the appropriate responses to issues of harassment will be provided to the School District community on an annual basis, and at such other times as the Board in consultation with the District Administrator determines is necessary or appropriate.~~ **All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.**

~~This policy shall be reviewed at least annually for compliance with local, State, and Federal law.~~

~~The District shall conspicuously post a notice including this policy against harassment in each school in a place accessible to the School District community and members of the public. This notice shall also include the name, mailing address and telephone number of the Compliance Officers, the name, mailing address and telephone number of the State agency responsible for investigating allegations of discrimination in educational opportunities, and the mailing address and telephone number of the United States Department of Education, Office for Civil Rights.~~

~~A summary of this policy shall appear in the student handbook and shall be made available upon request of parents, students, and other interested parties.~~

Retention of Investigatory Records and Materials

The CO is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation **which may include** ~~including~~ **but are** not limited to:

- A. all written reports;
- B. narratives of all verbal reports or statements;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;
- E. written witness statements;
- F. narratives or audio, video, or digital recordings of verbal witness statements;
- G. any documentary evidence;
- H. handwritten and contemporaneous notes;
- I. e-mails, texts, or social media posts related to the investigation and allegations;
- J. dated written determinations;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders;
- M. documentation of all actions taken to stop the discrimination of harassment, prevent its recurrence, eliminate any hostile environment, and remedy the discriminatory effects;
- N. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbook);
- O. Copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- P. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all

District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315 - Information Management) created or received as part of an investigation shall be retained in accordance with Policy 8310 - Public Records, Policy 8315 - Information Management, Policy 8320 - Personnel Records, and Policy 8330 - Student Records for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 11/26/13

T.C. 3/17/16

Revised 12/12/17

Revised 12/10/19

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Legal

29 U.S.C. 794, Rehabilitation Act of 1973

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. 1415

48.981, Wis. Stats.

118.13, Wis. Stats.

P.I. 9, 41 Wis. Admin. Code

Fourteenth Amendment, U.S. Constitution 20 U.S.C. 1415

20 U.S.C. 1681 et seq., Title IX of Education Amendments Act

42 U.S.C. 1983

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964 42 U.S.C. 2000d et seq.

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990 34 C.F.R. Sec. 300.600-300.662

Book	Policy Manual
Section	5000 Students
Title	SEARCH AND SEIZURE
Code	po5771*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	December 12, 2017

5771 - SEARCH AND SEIZURE

The Board of Education has charged school authorities with the responsibility of safeguarding the safety and well-being of the students in their care. In the discharge of that responsibility, school authorities may search school property such as lockers used by students or the person or property, including vehicles, of a student, in accordance with the following policy.

School Property

The Board acknowledges the need for in-school storage of student possessions and shall provide storage places, including desks and lockers, for that purpose. Desks and lockers are public property and school authorities may make reasonable regulations regarding their use. The District retains ownership and possessory control of student desks and lockers and the same may be searched at random by school personnel at any time. A showing of reasonable cause or suspicion is not a necessary precondition to a search under this paragraph. Students shall not have an expectation of privacy in lockers, desks, or other school property as to prevent examination by a school official. The Board directs the Principals/school principals to provide students with written notice of this policy at least annually and that routine inspections be done at least annually of all such storage places.

The Board directs that the searches may be conducted by the SASD District Administrators, building principals, assistant principals, School Resource Security Officers, and Police Liaison School Security Officers.

Student Person and Possessions

The Board recognizes that the privacy of students or their/his/her belongings may not be violated by unreasonable search and seizure and directs that no student be searched without reasonable suspicion that the search will turn up evidence that the student has violated or is violating either a particular law or a particular rule of the school. Any search under this paragraph must be reasonable in scope and reasonable in the manner in which it is conducted. The extent of the search will be governed by the seriousness of the suspected infraction, the student's age and gender, the student's disciplinary history, and any other relevant circumstances or information.

The Principal may arrange for a breath test for blood-alcohol to be conducted on a student whenever s/he they have/has individualized reasonable suspicion to believe the student has consumed or is under the influence of an alcoholic beverage while on school premises or while participating in a school-sponsored activity. If the result indicates a violation of school rules as described in the student handbook, the disciplinary procedure described in the student handbook will be followed. If the student refuses to take the test, the Principal will inform the student that refusal to participate implies admission of guilt leading to disciplinary action consistent with the student handbook.

This authorization to search shall also apply to all situations in which the student is under the jurisdiction of the Board.

In a situation in which a search of a student's person or possessions is appropriate, school administrators should first attempt to contact the school resource/liaison officer to conduct the search under the administrator's direction. If the school does not have a school resource officer or if the officer is not available, the administrator may proceed with the search, unless the information justifying the search suggests that the student is in possession of dangerous materials whereby the expertise of law enforcement is necessary. In such a case, the school official shall contact law enforcement and request their assistance.

Under no circumstances shall a school official ever conduct a strip search of a student.

Parking Permit Required

Permission for a student to bring a vehicle on school property shall be conditioned upon written consent of the search of the vehicle and all containers inside the vehicle by a school administrator with reasonable suspicion to believe the search will produce evidence of a violation of a particular law, a school rule, or a condition that endangers the safety or health of the student driver or others. If an administrator determines a search is necessary, he or she should request consent to search the vehicle and all containers inside the vehicle. If consent is not given, a school administrator may proceed with the search. An administrator may contact the police liaison officer or law enforcement agency for assistance in conducting a search.

Except as provided below, a request for the search of a student or a student's possessions will be directed to the Principal/principal. The Principal/He shall attempt to obtain the freely-offered, written consent of the student to the inspection; however, provided there is reasonable suspicion pursuant to the above paragraphs, they /she may conduct the search without such consent. Whenever possible, a search will be conducted by the principal in the presence of the student and a staff member other than the principal. A search prompted by the reasonable suspicion that health and safety are immediately threatened will be conducted with as much speed and dispatch as may be required to protect persons and property.

Search of a student's person or intimate personal belongings shall be conducted by a person of the student's gender, in the presence of another staff member of the same gender, and in a manner that is minimally intrusive to the student based on the reasonable suspicion justifying the search.

Use of Dogs

The Board authorizes the use of specially-trained dogs to detect the presence of drugs and devices such as bombs on school property under the following conditions:

- A. The presence of the dogs on school property is authorized in advance by the District Administrator, except in emergency situations, or is pursuant to a court order or warrant.
- B. The dog must be handled by a law enforcement officer or certified organization specially trained to safely and competently work with the dog.
- C. The dog is represented by the Sheriff or Chief of the law enforcement agency providing the service as capable of accurately detecting drugs and/or devices.

The principal shall be responsible for the prompt recording in writing of each student search, including the reasons for the search; information received that established the need for the search and the name of informant, if any; the persons present when the search was conducted; any substances or objects found and the disposition made of them; and any subsequent action taken. The principal shall be responsible for the custody, control, and disposition of any illegal or dangerous substance or object taken from a student.

The District Administrator may request the assistance of a law enforcement agency in implementing any aspect of this policy. Where law enforcement officers participate in a search on school property or at a school activity pursuant to a request from the District Administrator, the search shall be conducted by the law enforcement officers at the direction of a District official. Law enforcement searches conducted independent of any District official request or direction shall be conducted based on standard applicable to law enforcement.

Anything found in the course of a search pursuant to this policy which constitutes evidence of a violation of a particular law or school rule or which endangers the safety or health of any person shall be seized and properly cataloged for use as evidence if appropriate. Seized items shall be returned to the owner if the items may be lawfully possessed by the owner. Seized items that may not lawfully be possessed by the owner shall be turned over to law enforcement.

The District Administrator shall prepare administrative guidelines to implement this policy and shall provide students and staff with written notice of this policy and guidelines at least annually.

Revised 2/24/15

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Legal 118.32, 118.325, 118.45 Wis. Stats.
948.50, Wis. Stats.
Wisconsin Const. Art. 1 Section 11

U.S. Constitution, 4th Amendment

Book	Policy Manual
Section	7000 Property
Title	USE OF TOBACCO AND NICOTINE ON SCHOOL PREMISES
Code	po7434*pdw
Status	Second Reading
Adopted	October 22, 2013
Last Revised	February 22, 2022

7434 - **USE OF TOBACCO AND NICOTINE ON SCHOOL PREMISES**

The Board recognizes that the use of tobacco products, as well as other nicotine delivery systems, such as electronic smoking devices, are a health, safety, and environmental hazard for students, staff, visitors, and school facilities. The Board is acutely aware of the serious health risks associated with the use of these products, both to users and non-users, and that their use or promotion on school grounds and at off-campus school-sponsored events is detrimental to the health and safety of students, staff, and visitors. The Board also believes accepting tobacco industry gifts or materials will send an inconsistent message to students, staff, and visitors.

It shall be a violation of this policy for any visitor of the District to use, consume, or sell any commercial tobacco products, tobacco-related devices, imitation tobacco products, or electronic smoking or vaping devices, regardless of content, including smoking as defined in this policy, at any time on school property or at off-campus, school-sponsored events. The Board authorizes the District Administrator to take reasonable measures related to the Board's expectation that the promotion and display of tobacco and related products on school property or at off-campus, school-sponsored events is prohibited.

It shall be a violation of this policy for the District to solicit or accept any contributions, gifts, money, curricula, or materials from the tobacco industry or from any tobacco products retailer. This includes, but is not limited to, donations, monies for sponsorship, advertising, promotions, loans, or support for equipment, uniforms, and sports and/or training facilities. It shall be a violation of this policy to participate in any type of service funded by the tobacco industry while in the scope of employment for the District.

Exceptions

It shall not be a violation of this policy for tobacco products, tobacco-related devices, imitation tobacco products, or lighters to be included in instructional or work-related activities in school buildings if the activity is conducted by a staff member or an approved visitor and the activity does not include smoking, chewing, or otherwise ingesting the product.

FDA-approved cessation products or tobacco dependence products are exempt from this policy for adults and staff eighteen years and older. Staff using such products and bringing them to any school property or school-sponsored activity are responsible for the safekeeping of these products at all times and are responsible for assuring that no students are able to obtain access to these products.

Instruction in the history and purpose of traditional tobacco that has been used as a part of faith and tradition in the Native American and American Indian communities is an exception to this policy.

Policy Specific Definitions

The term "any time" means during normal school and non-school hours: twenty-four (24) hours a day, seven (7) days a week.

The term "electronic smoking device" means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. The term electronic smoking device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars,

e-pipes, vape pens, mods, tank systems, JUUL, or under any other product name or descriptor. The term electronic smoking device includes any component part of a product, whether or not marketed or sold separately, including but not limited to e-liquids, e-juice, cartridges, and pods.

The term "imitation tobacco product" means any edible non-tobacco product designed to resemble a tobacco product, or non-edible, non-tobacco product designed to resemble a tobacco product that is intended to be used by children as a toy. Examples of imitation tobacco products include but are not limited to: candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, pouches containing flavored substances packaged similar to snuff, shredded beef jerky in containers resembling snuff tins, plastic cigars, and puff cigarettes.

The term "off-campus, school-sponsored event" means any event sponsored by the school or school district that is not on school property, including but not limited to, sporting events, day camps, field trips, entertainment seminars, dances or theatrical productions.

The term "school property" means all facilities and property, including land, whether owned, rented, or leased by the District, and all vehicles owned, leased, rented, contracted for, or controlled by the District used for ~~transported~~ **transporting** students, staff and visitors.

The term "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. **This specifically includes marijuana and hemp plant derived substances, whether or not legally sold in Wisconsin, including CBD production, Delta 8 THC, Delta 9 THC, or any other variation thereof.** "Smoking" also includes carrying or using an activated electronic smoking device.

The term "tobacco products retailer" means retailers whose primary business is to sell tobacco and/or tobacco-related products.

The term "tobacco industry" means manufacturers, distributors, or wholesalers of tobacco products, electronic smoking devices, or tobacco-related devices; this includes parent companies and subsidiaries.

Revised 12/10/19

Revised 8/24/21

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Legal
 111.321, Wis. Stats.
 120.12(20), Wis. Stats.
 20 U.S.C. 6081 et seq.
 20 U.S.C. 7182

Book	Policy Manual
Section	7000 Property
Title	USE OF SOCIAL MEDIA
Code	po7544*pdw
Status	Second Reading
Adopted	September 28, 2021
Last Revised	September 28, 2021

7544 - **USE OF SOCIAL MEDIA**

Technology is a powerful tool to enhance education, communication, and learning.

The Board authorizes the use of social media to promote community involvement and facilitate effective communication with students, parents/~~guardians~~, staff, and the general public. Social media is defined in Bylaw 0100 - **Definitions**.

The District Administrator is charged with designating the District-approved social media platforms/sites which shall be listed on the District's website.

It is critical that students be taught how to use social media platforms safely and responsibly. Social media (as defined in Bylaw 0100 - **Definitions**) are a powerful and pervasive technology that affords students and employees the opportunity to communicate for school and work purposes, and to collaborate in the delivery of a comprehensive education. Federal law mandates that the District provide for the education of students regarding appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and regarding cyberbullying awareness and response. See Board Policy 7540.03 – Student Technology Acceptable Use and Safety.

The District recognizes that employees may use social media for personal, as well as professional reasons. The District neither encourages nor discourages employees' use of social media for personal purposes. The District regulates employees' use of social media for purposes related to their District assignment to the same extent as it regulates any other form of employee communication in that regard.

The District uses approved social media platforms/sites as interactive forms of communication and accepts public comments. The District-approved social media platforms/sites are considered limited public forums. As such, the District will monitor posted comments to verify they are on-topic, consistent with the posted rules for use of the forum, and in compliance with the platform/site's applicable terms of service. The Board's review of posted comments will be conducted in a viewpoint-neutral manner, and consistent with State and Federal law. Employees' personal posts on the public platforms/sites are limited/restricted to matters of general public interest that are not related to the employee's specific employment and wholly unrelated to the employee's job responsibilities (i.e., matters where it is clear the individual is posting not in an official capacity, but simply as a member of the public). Employees in administrative positions are ordinarily not permitted to post personal comments on matters of general public interest because to do so could be misconstrued as Board-sponsored speech.

Each District-approved social media account/site must contain a statement that specifies its purpose(s) and limits those who access the social media account/site to use of the account/site only for that/those purpose(s), and in accordance with any specified procedures, and applicable terms of service. Users are personally responsible for the content of their posts.

The District Administrator shall maintain the District's social media presence with respect to general announcements, notices, or other such communications that are disseminated to the public at large or specific audiences within the community. To the extent individual staff members wish to post information or announcements to a District social media platform, the staff member may request that the District Administrator approve and post such information. (This provision does not apply to social media communications that are related to instructional and school-sponsored activities.)

Social Media for Instructional and School-Sponsored Activities

Staff may, with prior approval/authorization from the Principal, use social media platforms/sites for communications about classroom instruction or school-sponsored activities, as well as to support classroom instruction. When a staff member uses a District-approved social media platform/site for an educational purpose, it will be considered an educational activity and will not be considered a limited public forum. Students' use of District-approved social media platforms/sites must be consistent with the Student Code of Conduct, Policy 5722/AG 5722 – School-Sponsored Student Publications and Productions, Policy 7540.03/AG 7540.03 – Student Technology Acceptable Use and Safety, the instructor's directions/procedures, and the platform/site's applicable terms of service. Students are prohibited from posting or releasing personally identifiable information about students, employees, and volunteers through District-approved social media without appropriate consent.

Expected Standards of Conduct on District-Approved Social Media

Employees who access District-approved social media platforms are expected to conduct themselves in a respectful, courteous, and professional manner. Students, parents, and members of the general public who access District-approved social media platforms are similarly expected to conduct themselves in a respectful, courteous, and civil manner.

District-approved social media sites shall not contain content that is obscene; is vulgar and lewd such that it undermines the school's basic educational mission; is libelous or defamatory; constitutes hate speech; promotes illegal drug use; is aimed at inciting an individual to engage in unlawful acts or to cause a substantial disruption or material interference with District operations; or interferes with the rights of others. The District may exercise editorial control over the style and content of student speech on District-approved social media if reasonably related to legitimate pedagogical concerns. Staff or students who post prohibited content shall be subject to appropriate disciplinary action.

The District is committed to protecting the privacy rights of students, parents/guardians, staff, volunteers, Board members, and other individuals on District-approved social media sites. District employees are prohibited from posting or releasing confidential information about students, employees, volunteers, or District operations through social media, without appropriate consent (i.e., express written consent from the parent of a student, the affected employee or volunteer, or the District Administrator concerning District operations).

Retention of Public/Student Records

District communications that occur through the use of District-approved social media platforms/sites – including staff members' use of social media with school-sponsored activities, and comments, replies, and messages received from the general public – may constitute public records or student records, and all such communications will be maintained (i.e., electronically archived) in accordance with the Board's adopted record retention schedule and all applicable State statutes. (See AG 8310A –Public Records)

Staff members cannot rely on social networking platforms (e.g., Facebook, Twitter, etc.) to sufficiently fulfill potential records retention requirements because these platforms, in general, do not guarantee retention and are unlikely to assist in the production of third-party comments and communications that have been edited, deleted, or are otherwise no longer available. Consequently, District employees who use such social media accounts for professional communications must operate them in accordance with the general archiving practices and technology instituted by the District so records remain within the District's control and are appropriately retained.

If a staff member uses District-approved social media platforms/sites in the classroom for educational purposes (i.e., classroom instruction), the staff member must consult with the Principal concerning whether such use may result in the creation of public and/or education records that must be maintained (i.e., electronically archived) for a specific period of time.

Employees' Use of District Technology Resources to Access Social Media for Personal Use

Employees are permitted to use District technology resources (as defined in Bylaw 0100) to access social media for personal use during breaks and mealtimes.

They are reminded that the District may monitor their use of District technology resource.

Employees' Use of Personal Communication Devices at Work to Access Social Media for Personal Use

Employees are permitted to use District technology resources (as defined in Bylaw 0100 - Definitions) to access social media for personal use during work hours, provided it does not interfere with the employee's job performance.

They are reminded that the District may monitor their use of District technology resources.

Employees are permitted to use personal communication devices to access social media for personal use during breaks and mealtimes.

Employees are prohibited from posting or engaging in communication that violates State or Federal law, Board policies, or administrative guidelines. If an employee/volunteer's communication interferes with his/her/their ability to effectively perform his/her/their job, or violates State or Federal law, Board policies, or administrative guidelines, the District may impose disciplinary action and/or refer the matter to appropriate law enforcement authorities.

This policy and its corresponding administrative guideline will be reviewed and updated as necessary.

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Legal

Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, Stat. 4096 (2008)

Children s Internet Protection Act (CIPA), Pub. L. No. 106-554 (2001)

Human Growth & Development Citizens' Advisory Committee

Sheboygan Area School District

Monday, January 8, 2024; 4:00pm

The meeting of the Human Growth and Development Citizens' Advisory Committee of the Sheboygan Area School District will be held on Monday, January 8, 2024, at 4:00pm. The items below will be presented for consideration at that time. This meeting will be held in room 224 at Sheboygan North High School, 2926 N. 10th St. For those who are unfamiliar with North's layout, please plan to meet in the Main Office at 4:00 to be escorted to room 224. The office is located through door 2, off the large parking lot on 10th St. In addition, the committee is offering video access to the meeting via the following:

Meeting ID
meet.google.com/cvh-dzof-fjx

Phone Numbers
(US) +1 304-504-7277
PIN: 945 038 229#

Voting Members:

Tracy Allee - SASD Parent
Jeff Leismer - SASD Parent
Beth Lipman - SASD Parent
Lauren Wingender - SASD Parent
Jen Cruz - SASD Parent
Jake Leismer - HS Student
Anna Seeboth - HS Student
Molly Lancelot - Health Care
Cindy Vander Weele - Health Care
Rev. Julie A. Mavity Maddalena - Clergy
Rev. Stephen Welch - Clergy
Open Position - Community Member
Open Position - Community Member

Ex-Officio Members

Jacob Kvigne - MS Teacher - No
Amy Teunissen - HS Teacher
Kay Robbins - SASD Board Member
Eric Spielman - SASD Coordinator

I. Call to Order - Tracy

- 4:04pm

II. Approval of the Agenda (Action) - Tracy

- Motion (Lauren) / Second (Jake); 9 (Yes); 0 (No)

III. Roll Call (Informal) - Tracy

- Present (Tracy, Beth, Lauren, Jen, Jake, Anna, Molly, Cindy, Julie, Amy, Kay, Eric)
- Not Present (Jeff, Stephen, Jacob)
- Jon stepped down from the committee on 1/6.
- The team started with introductions, as some were absent last meeting.

IV. Approval of Minutes (Discussion / Action) - Tracy

- [Minutes from November 6, 2023](#)
- Motion (Jake) / Second (Jen); 9 (Yes); 0 (No)

V. Share Out Proposed HS Slides for Feedback (Discussion) - Amy

- [Draft of High School Slides](#)
- Amy presented slides 1-52 with the committee through her role as the teacher and the committee provided feedback.

VI. Consideration of New Committee Member (Discussion / Possible Action) - Tracy

- The committee will consider new candidates to fill the open community member position.
 - [Christina Singh](#)
- Motion to recommend Christina (Cindy) / Second (Lauren); 9 (Yes); 0 (No)

VII. Plan for 3 Year rotation of membership (Discussion/Possible Action)

- Agenda item was tabled
- A draft created by Jeff was shared for review to be used as a starting point for discussion at the next meeting.
 - [Draft of 3 Year Rotation](#)

VIII. Concerns on Committee Operating Procedures (Discussion) - Jon

- Agenda item was tabled due to Jon's absence.

IX. Next Steps - (Discussion) - Tracy

- Continue reviewing draft of high school slides
- Finalize 3 year rotation of membership
- Post vacant community position
- Fill chair-elect position

X. Future Meeting Dates & Location (Discussion / Action) - Tracy

- January 22 (4:00-6:30); Room 224 at North

XI. Adjournment (Action)

- Motion (Jake) / Second (Jen); 9 (Yes); 0 (No)

Sheboygan Public Education Foundation

Board of Directors - MINUTES

SPEF “Annual & Monthly” Meeting January 10, 2024

In Attendance:

Jerry Jones, Kurt Kober, Kris Fritz, Chris Conway, Anne Holzem, Jennifer Scapellato, Heidi Boehmer, Terry Shircel, Roxanne Pauls, Wayne Kolzow, Dave Freitag, Craig Mazza, Seth Harvatine: Bob Gorges-Advisory Board, Carol Kolzow-Advisory Board, Mary Lynne Donohue-Advisory Board.

Absent: Tina Brunmeier, Laurie Van Veghel.

Report of the President – (Jerry Jones - President)

President Jerry Jones called the January 10, 2024 SPEF Annual & Monthly January 10, 2024 Board Meeting to order at 4:55 p.m.

Approval of Minutes –

Jerry asked for approval of the Minutes of the November 15, 2023 Board of Directors Monthly Meeting. Heidi said the name of the party who purchased the SASD property should be “Froedter” and not Prevea Health as written. Jerry asked for a motion with that change to be made. **Motion by Anne Holzem and second by Jennifer Scapellato to accept November 15, 2023 SPEF Monthly Board Meeting Minutes with the correction as noted. Motion carried unanimously.**

ANNUAL MEETING:

Annual Report:

Jerry shared the SPEF Annual Report handout with all and noted the new layout/logo. He asked each person to take some time and read the information in it at their convenience.

SPEF’s Friend of Education Award:

Jerry stated... Good evening and “Thank You” for attending this year’s Sheboygan Public Education Foundation Annual Meeting.

Each year we recognize a community member/business/organization who has been a “Friend of Education” within our Sheboygan community. This year we have chosen to recognize two individuals for their support of our organization and their passionate dedication to improve public education in Sheboygan....which is our mission.

Brian Versey has worked endlessly, unselfishly, and professionally to improve the Sheboygan Area School District through The Sheboygan Public Education Foundation.

Brian was one of the founding board members when SPEF was started, served multiple terms on this organization’s Board of Directors, volunteered and donated sponsorship WITH his wife Julie and family Take The Lake/Diploma Dash. His ability to think of creative ideas, speak his mind, ask the tough questions, and positive feedback and interaction for SPEF to undertake was very much appreciated.

Our school district, our students, our teachers, our community, The Sheboygan Public Education Foundation as an organization, are better off today because of Brian’s past involvement AND are the reasons why he is being recognized tonight.

To honor Brian, SPEF will have a tile engraved and mounted on the North & South High SPEF Mural Walls which will read:

Brian Versey SPEF’s Friend of Education 2023

Congratulations Brian!

Seth Harvatine has worked 26.25 years professionally to improve the Sheboygan Area School District through The Sheboygan Public Education Foundation.

Seth started with SASD in 1998 as a Technology Specialist and then moved into the principalship at Cleveland Elementary School, and then Longfellow Elementary School. In 2011 he served as Assistant Superintendent of Student & Instructional Services before being selected as SASD Superintendent in 2018. Seth will retire this year after serving over 26 years serving the Sheboygan community and the Sheboygan Area School District. SPEF thanks Seth for his service and wish him the best in his retirement!

Our school district, our students, our teachers, our community, The Sheboygan Public Education Foundation as an organization, are better off today because of Seth's 26 plus years of employment with the Sheboygan Area School District, past involvement with SPEF.

To honor Seth, SPEF will have a tile engraved and mounted on the North & South High SPEF Mural Walls which will read:

Seth Harvatine SPEF's Friend of Education 2023

Congratulations Seth!

Annual Staff Report – Roxanne Pauls & Terry Shircel (presented...)

Staff Solicitation – The staff of the Sheboygan Area School District continues to be generous...THANK YOU! Some **\$10,771.00** was raised in 2022-2023 from generous staff donations, which in turn is given back to the schools in the form of non-technology and technology grants.

Local Scholarships – Some **148 SASD graduating seniors applied for 37** of The Sheboygan Public Education administered local scholarships. There were **874 SPEF scholarship applications submitted**. There were 36 seniors receiving at least one SPEF sponsored scholarship amounting to over **\$157,800.00!** SPEF "congratulates" the scholarship recipients and "thanks" to the generous donors and all seniors who applied for the scholarships!Terry added that this year, SPEF added several new scholarships: Natalie Black, Chuck Berg, Randy Liebelt, Konrad & Mary Jo Testwuide, Kristin Went-Stagakis, and Minnie Riess Detling. These new scholarships, along with the previous SPEF administered scholarships could make the total SPEF scholarship awards for 2024 close to \$1 million.

Annual Appeal – Local businesses and community members are asked to financially support our mission during this December fundraiser. We THANK them for their continued support of public education in Sheboygan with a total of **\$11,525.00** raised.

Mid-Year School Supplies –This year, 13 school secretaries, guidance counselors, administrators, and support staff, asked SPEF to supply them school supplies for their needy students.

2022 Friend of Education –Each year SPEF recognizes a community member/business/organization who has been a "Friend of Education" within our Sheboygan community for promoting and supporting The Sheboygan Public Education's Mission: "To enhance our students' educational opportunities by supporting high quality facilities and programs." Our recipient this year ... Sheli Moerchen worked endlessly, unselfishly, and professionally to improve the Sheboygan Area School District through The Sheboygan Public Education Foundation. She worked many years at Lincoln-Erdman Elementary School during lunch hours, served multiple terms on SPEF's Board of Directors, volunteered and donated sponsorship WITH her husband Bob and daughter at SPEF's Take The Lake/Diploma Dash, "All In" For Education Texas Hold'em, and other SPEF events/programs.

Read/Recycle Book Program – There were no books donated this year to give back to teachers for their classroom libraries.

All In For Education 2022 – Mark Mancl won for the second straight year and SPEF raised a record \$22,231.55 at the event!

Fall & Spring Grant Proposals – A total of 24 SPEF Grant Proposals, some \$68,024.67 were awarded for both Fall and Spring Grant Cycles. To date, SPEF has awarded over \$1.5 million in grant proposals in the past 20 years!

Mural Wall Tiles – SPEF engraved some 16 tiles for either North or South High Mural Walls. SPEF would like to Thank Lakeshore Technical College and Castellani Tiles for the engraving and displaying of each tile on the walls.

LINKS Music Instruments – SPEF received four used instruments that were repaired and donated to SASD music departments for use by students who would like to play that instrument, but could not afford to buy or rent one.

Every Dollar Counts – SPEF received \$259.50 from parents/guardians who registered their child/children in SASD schools. This program asks interested parents/guardians for a donation during their online registration.

Acuity Fieldhouse Seat Naming – SPEF is still working on ways to get this program off the ground and did not receiving any seat naming this past year.

Retiree & New Employee Recognitions – SPEF continued its tradition of recognizing all SASD yearly retirees with two paid advertisements in The Beacon newspaper identifying and THANKING each employee and their years of service. SPEF was also invited to speak to all new SASD employees at their August Orientation Sessions. SPEF briefly explained its Mission and welcomed all new employees to the Sheboygan community.

Back to School Bash – SPEF held its annual display and Cash for Classroom Raffle at the SASD's Back to School Bash at North High. TEN names were selected from the 276 entries and they won \$100 for classroom supplies of their choice.

School Board Report – Heidi Boehmer

Heidi stated the SASD Quarterly Report's Long Range Plan that was presented to the School Board was on "target" with all of its goals.

Heidi stated the School Board approved the 2024-2025 Calendar with one big change... There will be no Early Release on Wednesdays. Instead, there will be Full Staff In-Service. She said 70 percent of the parents, when surveyed were in favor of this change.

Heidi added that all SASD Capital Improvements are "on target" for the year. In addition, the SASD School Nutrition Meal Report saw a doubling of cost for produce and dairy products. She said there are 12 after-school sites for meals... six serving hot meals. She said there are some staffing shortages and the school district is looking for possible volunteers/seniors who need service hours.

Anne H. asked Heidi about how many professional development days would there be in the new calendar? Heidi said nine.

Superintendent's Report – Seth Harvatine

Seth stated that the Early Release change in the calendar was also due to the fact that administration and staff needed a concentrated time for the whole staff and that bus driver shortages. Seth also said there will virtual snow days for 2024-2025 school year. Seth added that there are four candidates for the three possible School Board seat in the upcoming election.

Seth informed SPEF Board on the possible referendum in November, 2024 to building a new Farnsworth Middle School and Urban Middle School. Seth said district administration has scrapped its plans to build a new Urban Middle School on the Polar Ware site and is in negotiations to buy land on Mill Road instead. Seth said the plans for a new Farnsworth will be on the same site, with different entrance (10th street instead of Union Avenue). There will be two community meetings on the issue... Feb. 29 and March 4. Tours of the present schools will also be available. A community survey will be sent out in May, 2024 with the data to come back in June, 2024. The SASD School Board will then decide what will be done for possible vote in the November, 2024 general election.

Seth said there is one position available for the district's Human Growth & Development Committee for interested individuals.

Channel 5 TV in Green Bay is teaming up with 24 lakeshore school districts for its "Excellence in Education" recognition. The deadline to nominate any school employee is Feb. 5, 2023.

Terry S. asked about Seth's report on next year's virtual snow days next year and how that is possible when some students of need may not have access to the Internet to make up the work that is assigned. Terry said he saw a report on television where a local school superintendent stated they could not do virtual snow days because not all students have Internet access. Seth said if students do not have Internet access (middle and high school) that they could make up the work upon their return to school. At the elementary level the teachers would have to have pre-determined activities/assignments for the students.

Anne H. asked about the construction timeline for the possible new middle schools? Seth said construction (slated at \$130 million for both schools) could start in 2026 and open for instruction for the 2027-2028 school year.

Anne H. also asked is the school district puts into its budget monies for transportation signs, etc.? Seth said the school district works with the City of Sheboygan, Public Works Department and Police Department when those issues arise.

Jerry J. asked Seth if the possible referendum is an "all or nothing" issue? Either both schools or would the referendum be broken up for each school? Seth said it is up to the School Board to decide those questions and that there are no other projects on the schedule for SASD.

Kurt K. asked Seth why the school district changed the Urban site from the North 15th street? Seth said the 1) wetlands issue and how the construction would work with it, 2) the water table is higher there than what they thought, 3) There is possibly more room at the new site [50-60 acres]. Anne H. asked if there was a hazmat issue with the old site. Seth said there was not. Jerry J. appreciated the fact that Seth tackled the middle school building issues in his last year of employment before he retires instead of just letting the new superintendent tackle the issue.

Report of the Finance Committee/Treasurer's Report – Wayne Kolzow

Treasurer's/Variance November Report & Operational v. Actual Budget Report --

Wayne reviewed the Treasurer's Report and Variance Report each Board member received for November, 2023. Wayne walked Board members through the handouts presented. **Jerry asked for a motion to approve the November, 2023 Treasurer's Report and Variance Report. Motion by Chris Conway and second by Anne Holzem to accept the November, 2023 Treasurer's/Variance Report as presented. Motion carried unanimously.**

Wayne also reviewed the past financial year for SPEF. Wayne stated that SPEF saw a significant increase in its treasury to \$5,726,395.72 in all accounts. Wayne noted that last year SPEF had two major expenses: the new website and technology update and the monthly rental fee for the SPEF offices for the first time in 20 years.

In addition, Wayne shared with SPEF Board Members the Quarterly Report from USBank and Ann Doro. The report shows a 13.65 increase in SPEF'S Portfolio Investments for the past year. Jerry J. said USBank's report of 13.65 percent was fairly well for the market in 2023.

Jerry J. also recognized Roxanne and Terry for their work in 2023 and was excited that SPEF's Scholarship awards for 2024 will be close to \$1 million.

Monthly Staff Report – Roxanne Pauls & Terry Shircel

Scholarship Presentations/Deadline/SPEF Scholarship Night

Roxanne and Terry will be presenting to all district parents, students, etc. on Wednesday, January 17, 2024 at 6 p.m. at North High School's Library to go over one more time the SPEF Scholarship Program and Process. They will be sending out an email shortly to ask SPEF Board members to volunteer to read SPEF scholarship applications AND asked each SPEF Board Member to reserve Wednesday, May 15, 2024 to be in attendance at the Stephanie H. Weill Center for SPEF's first Scholarship Night.

Mid-Year School Supplies for Needy Students Update –

Terry stated that 6 SASD Buildings requested and then received school supplies. That was down from the 13 schools that requested school supplies for needy students last year. SPEF sent BOTH Building Principals AND SPEF Building Representatives an email and an order form in November to fill out if they need school supplies for their needy students, thinking there would be an increase in requests and that the school district's free and reduced population is at 62 percent.

Spring SPEF Project Proposals

Terry stated that SPEF Board Members will be receiving an email to invite them to volunteer to read and make recommendations on the Spring SPEF Grant Proposals. Terry said that Seth and school officials received an email stating that Spring Grant Proposals are now being accepted for the Spring cycle and that the deadline is April 30, 2024.

Other Business – None

New Business – None

Adjourn –

Jerry stated the January 10, 2023 Annual Meeting AND Monthly SPEF Board Meetings have been exhausted at 5:39 p.m..

Next SPEF Monthly Meeting:

Wednesday, February 7, 2024

Civic Room – USBank Building

As The Education World Changes, So Does SPEF

By **Jerry Jones**
SPEF Board President

As the education world changes to meet the challenges of AI, STEM education, demands for a new labor market, higher education, the need for "soft skills" in all areas of employment, the Sheboygan Public Education Foundation has also changed.

As President of The Sheboygan Public Education Foundation Board of Directors, I am honored that SPEF has embraced change while keeping true to its founding Mission: "To find, and encourage, donated funds that will be used to enhance our district students' educational opportunities by supporting high quality programs and facilities."

This past year, SPEF Board of Directors decided to "update" its webpage to make it more efficient and manageable for students, staff, parents, alumni, donors, and the public at-large. Check SPEF out at www.spefwi.org and read about all the programs SPEF administers to improve public education in the Sheboygan community.

[2002 - 2023]

\$1.5 Million

Given back to the Sheboygan Area School District in grants over the past

20 years

Also, part of the webpage update was a complete overhaul of the SPEF Scholarship Program Application, which will allow SASD students/parents to use their school-provided Chromebooks to read, work on, and complete any scholarship that is offered to them using Google Docs, in addition to completing their application using Microsoft Word software. SPEF electronically recorded/filed every scholarship since the Foundation was started in 2002. This will give any SPEF donors a chance to see their historical data of their generous scholarship as the years go by electronically.

In addition to all the webpage updates, SPEF changed its email address to make it easier for people to communicate with us and eliminated its old "underscored" email address. Ah, the little things in life that make life easier!

With these changes, SPEF's Mission HAS NOT CHANGED... In 21 years, SPEF has donated over \$1.5 million in projects proposals written by teachers, staff, and students! The grants have changed over time, but the need is always present for items that are not included in the school district's yearly budget, BUT are needed to keep and improve education inside of the classroom and provide Sheboygan students the opportunity to succeed. We could not have done it without you, and we cannot continue to support public education in Sheboygan without you. SPEF would like to "THANK YOU" for your continuous support of public school children and families in the Sheboygan area.

20 Years of Supporting Public Education

The Sheboygan Public Education Foundation, Incorporated, will raise contributions to enhance our students' educational opportunities by supporting high quality facilities and programs.

"It is an honor to recognize and celebrate the wonderfully productive relationship between the Sheboygan Area School District and the Sheboygan Public Education Foundation for these past twenty years. Our students and teachers have greatly benefited from the substantial financial and program support that SPEF has provided during this time. From the Board of Education, and the entire District, let me say, "Thank you!" We also recognize and deeply appreciate the time, talent and hard work of SPEF's board of directors and its dedicated staff--another thank you! We are looking forward to many more years of SPEF's important work."

With deep appreciation,

—Mary Lynne Donohue,
SASD School Board President

SPEF

SHEBOYGAN PUBLIC EDUCATION FOUNDATION | Private Gifts For Sheboygan Public Schools

Fall/Spring SPEF Project Proposals Grants Awarded

2022-2023 school year

Picture in a Flash (PIAF) Machine
Hearing Well To Enable Students
Playground Equipment
Sensory Exploration for 4K
Gelli Printing Plates
Light Table Learning
Music Stands
Gymnastics Equipment
IMPACT Drums
Music Instruments Reeds, Oil, Grease
Musical Group 29:11 Honorarium
Adaptive Track & Field Equipment
Yearbooks for Needy Graduating Seniors
Social-Emotional Learning Kits
Kindergarten Decodable Books
Social Skills Lessons/Games
Pottery Wheels
Standing Desks
Inclusive Playground Equipment
Mariachi Band Equipment
Special Education First Aid Kit Creation
Auditorium Seat Upholstery
VEW IQ Robotics
PRESTAN Manikins

Board of Directors

Jerry Jones – President
Kurt Kober – Vice President
Wayne Kolzow – Treasurer
Tina Brunmeier, Chris Conway,
David Freitag, Craig Mazza,
Jennifer Scapellato,
Laurie Van Veghel, Brian Versey

Advisory/Non-Voting

David Gallianetti
School Board Member
Seth Harvatine
Superintendent

Managing Directors

Roxanne Pauls
Terry Shircel

Advisory Board

Mary Lynn Donohue, Bob Gorges,
Rev. Julie Hollister, Abby Kiefer,
Carol Kolzow, Maeve Quinn,
Paula French-Van Akkeren,
Whitney Viglietti,
Jean Waibel, Donna Wendlandt

Year in Review

Thank you for your support!

► **Staff Solicitation** – The staff of the Sheboygan Area School District continues to be generous. Thank you! Some **\$10,771.00** was raised in 2022-2023 from generous staff donations, which in turn is given back to the schools in the form of non-technology and technology grants.

► **Local Scholarships** – Some 148 SASD graduating seniors applied for 37 of The Sheboygan Public Education administered local scholarships. There were 874 SPEF scholarship applications submitted. There were 36 seniors receiving at least one SPEF sponsored scholarship amounting to over **\$157,800.00!** SPEF “congratulates” the scholarship recipients and “thanks” the generous donors and all seniors who applied for the scholarships!

► **Annual Appeal** – Local businesses and community members are asked to financially support our mission during this December fundraiser. We thank them for their continued support of public education in Sheboygan with a total of **\$11,525.00** raised.

► **Mid-Year School Supplies** – This year, 13 school secretaries, guidance counselors, administrators, and support staff, asked SPEF to supply them school supplies for their needy students. Due to the financial support by individuals and businesses within the Sheboygan community of SPEF fundraisers, SPEF has been able to buy those items asked for by school officials for needy students within the district...pencils, markers, backpacks, scissors, crayons, notebooks, earbuds, etc. Thank you!

► **2022 Friends of Education** – Each year SPEF recognizes a community member/business/organization who has been a “Friend of Education” within our Sheboygan community for promoting and supporting The Sheboygan Public Education’s Mission. Our recipient this year, Sheli Moerchen worked endlessly, unselfishly, and professionally to improve the Sheboygan Area School District through The Sheboygan Public Education Foundation. She worked many years at Lincoln-Erdman Elementary School during lunch hours, served multiple terms on SPEF’s Board of Directors, volunteered and donated sponsorship WITH her husband Bob and daughter at SPEF’s Take The Lake/ Diploma Dash, “All In” For Education Texas Hold’em, and other SPEF events/programs.



SPEF President Jerry Jones congratulates 2022 winner Mark Mancl on his win.

ALL IN FOR EDUCATION

TEXAS HOLD'EM SHEBOYGAN STYLE

Mark Mancl won the 19th Annual 2022 “All In For Education” Texas Hold’em in-person fundraiser which was held at Pine Hills Country Club. Mark was SPEF’s back-to-back two-time winner! Thank you to our generous sponsors, contributors/donors, dealers, volunteers, and Silent Auction bidders.

If you want to learn more about The Sheboygan Public Education Foundation and participate, volunteer, or donate, please contact us at info@spefwi.org or visit spefwi.org.



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Committee Meeting Minutes, December 12, 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. INTRODUCTION OF NEW COURSE – Mr. Jacob Konrath/Mr. Eric Spielman/Mr. Mark Wittig/Ms. Tanya TenPas (Information/Possible Action)

Moved by Mr. Mancl, seconded by Mr. Laster to approve administration's recommendation to adopt new course Innovative Physical Education (PE) – Grades 10-12 (North High School) for the 2024-2025 school year. All ayes. Motion carried unanimously.

The purpose of this course is to combine general education and adapted physical education, which will allow students of all abilities to participate in developmentally appropriate activities. Students will work together to increase competence and confidence in a variety of physical activities. This course is a unique opportunity for students of varying ability levels and backgrounds to come together on equal terms and focuses on the physical, intellectual and social growth of all participants, which will help to foster social relationships.

2. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 2210 – CURRICULUM DEVELOPMENT – 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 2210 – Program; Curriculum Development. All ayes. Motion carried unanimously.

3. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 2220 – ADOPTION OF COURSES OF STUDY – 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 2220 – Program; Adoption of Courses of Study. All ayes. Motion carried unanimously.

4. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 2430 – DISTRICT-SPONSORED CLUBS AND ACTIVITIES – 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 2430 – Program; District-Sponsored Clubs and Activities. All ayes. Motion carried unanimously.

5. INTRODUCTION (FIRST READING) OF NEW BOARD OF EDUCATION POLICY 5250 – PROGRAM OR CURRICULUM MODIFICATIONS – Mr. Jacob Konrath (Discussion/Possible Action)

Moved by Mr. Mancl, seconded by Mr. Laster to approve the introduction (first reading) of new Board of Education Policy 5250 – Students; Program or Curriculum Modifications. All ayes. Motion carried unanimously.

6. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 5330 – ADMINISTRATION OF MEDICATION/EMERGENCY CARE – 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 5330 – Students; Administration of Medication/Emergency Care. All ayes. Motion carried unanimously.

7. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 5410 – PROMOTION, PLACEMENT, AND RETENTION – 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 5410 – Students; Promotion, Placement, and Retention. All ayes. Motion carried unanimously.

8. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 5512 – USE OF TOBACCO AND NICOTINE BY STUDENTS – 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 5512 – Students; Use of Tobacco and Nicotine by Students. All ayes. Motion carried unanimously.

9. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 5517 – STUDENT ANTI-HARASSMENT – 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 – Students; Student Anti-Harassment. All ayes. Motion carried unanimously.

10. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 5771 – SEARCH AND SEIZURE – 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 5771 – Students; Search and Seizure. All ayes. Motion carried unanimously.

11. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 7434 – USE OF TOBACCO AND NICOTINE ON SCHOOL PREMISES – 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 7434 – Property; Use of Tobacco and Nicotine on School Premises. All ayes. Motion carried unanimously.

12. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 7544 – USE OF SOCIAL MEDIA – 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 7544 – Property; Use of Social Media. All ayes. Motion carried unanimously.

Meeting adjourned at 6:12 p.m.



Committee Meeting Minutes of December 12, 2023

HUMAN RESOURCES COMMITTEE – Dr. Susan Hein, Chair

Dr. Susan Hein, Chair, called the meeting to order at 6:31 p.m.

Present: Dr. Susan Hein, Mr. Mark Mancl, Ms. Heidi Boehmer

Excused: Ms. Rebecca Versey

1. APPOINTMENTS – Ms. Jami Hintz (Confirming Action)

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

TEACHERS

Mirtha Boggs Sheboygan, WI	English Learner North High and Central High	UNIFE	Bachelor’s Degree \$34,096.40 (prorated)
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Ms. Boggs has been hired for the 2023-2024 school year. She worked as an Education Assistant with the District from August 2022 to June 2023 and is currently serving as a Substitute Teacher. She will be certified in English as a Second Language and Spanish. She was one of two candidates interviewed.

Miranda Gmach Sheboygan, WI	Cross Categorical North High	UW Oshkosh	Bachelor’s Degree \$22,938.34 (prorated)
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Ms. Gmach has been hired for the 2023-2024 school year. She will be certified in Cross Categorical Special Education. She was one of five candidates interviewed.

Christi Nagode Sheboygan, WI	Kindergarten Cooper	Lakeland College	Bachelor’s Degree \$26,179.63 (prorated)
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Ms. Nagode has been hired for the 2023-2024 school year. She is certified in Regular Education. She was the only candidate interviewed.

Alexandra Nugent Timofeeva Plymouth, WI	Lead Multilingual Teacher (50%) Administrative Services (50%)	University of Minnesota	Master’s Degree \$47,362.18 (prorated)
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Ms. Nugent Timofeeva has been hired for the 2023-2024 school year. She is certified in English as a Second Language and Spanish. She will be certified as a Principal and Director of Instruction. Ms. Nugent Timofeeva previously worked for the District from August 2019 through June 2023. She was the only candidate interviewed.

COOK

Tracy Farley	South High	November 27, 2023	\$15.50 per hour
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CUSTODIAN

Chad Kuehn	Facilities Services	November 13, 2023	\$24.00 per hour
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EDUCATIONAL ASSISTANTS

Serenity Holloman	Cooper	November 22, 2023	\$16.10 per hour
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Yia Lee South High November 6, 2023 \$17.00 per hour

*Relative of SASD employee

2. LEAVE OF ABSENCE – Ms. Jami Hintz (Action)

Moved by Ms. Boehmer, seconded by Mr. Mancl to approve the following requests for a personal leave of absence without compensation. All ayes. Motion carried unanimously.

Tanner Good	Educational Assistant	North High	January 8, 2024 – June 7, 2024
Yer Yang	Educational Assistant	Grant	January 2, 2024 – February 12, 2024

3. SEPARATIONS – Ms. Jami Hintz (Information)

The following separations have been granted:

Aryanna Bartlein	Educational Assistant	Longfellow	November 6, 2023
Elizabeth M. Garcia	Educational Assistant	Cooper	November 22, 2023
Eric Grauman	Educational Assistant	North High	November 13, 2023
Sharon McAlister	Custodian	Grant	November 9, 2023
Graig Stone	Teacher	South High	November 22, 2023
Jessica Strutz	Cook	School Nutrition	December 1, 2023

4. RETIREMENT – Ms. Jami Hintz (Action)

Moved by Mr. Mancl, seconded by Ms. Boehmer 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.

John Koehler	Director	Community Recreation	29.50 years of service
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5. INTERNAL ADMINISTRATIVE TRANSFER – Ms. Jami Hintz (Information)

The following internal transfer (an internal employee moving from one position to another position) for the 2023-2024 school year has been granted:

Brian Hinn	Assistant Principal at Horace Mann Middle School	Principal at Longfellow Elementary School
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6. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 1623 TO RENUMBERED (8913) - SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT – Ms. Jami Hintz (Discussion/Possible Action)

Moved by Mr. Mancl, seconded by Ms. Boehmer to approve the introduction (first reading) to revise (renumber) Policy 1623 (8913) – Administration; Section 504/ADA Prohibition Against Disability Discrimination in Employment. All ayes. Motion carried unanimously.

7. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 3430.01 – FAMILY AND MEDICAL LEAVE OF ABSENCE (“FMLA”) – Ms. Jami Hintz (Discussion/Possible Action)

Moved by Ms. Boehmer, seconded by Mr. Mancl to approve the introduction (first reading) of Policy 3430.01 – Professional Staff; Family and Medical Leave of Absence (“FMLA”). All ayes. Motion carried unanimously.

8. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 4430.01 – FAMILY AND MEDICAL LEAVE OF ABSENCE (“FMLA”) – Ms. Jami Hintz (Discussion/Possible Action)

Moved by Ms. Boehmer, seconded by Mr. Mancl to approve the introduction (first reading) of Policy 4430.01 – Support Staff; Family and Medical Leave of Absence (“FMLA”). All ayes. Motion carried unanimously.

The meeting adjourned at 6:35 p.m.



SHEBOYGAN AREA
— SCHOOL DISTRICT —

Committee Meeting Minutes, December 12, 2023

FACILITIES/RECREATION/THEATRE COMMITTEE – Mr. Ryan Burg, Chair

Mr. Ryan Burg, Chair, convened the meeting at 6:27 p.m.

Mr. Ryan Burg, Mr. Santino Laster, and Ms. Kay Robbins were present.

Ms. Sarah Ruiz-Harrison was excused.

1. COMMUNITY RECREATION DEPARTMENT WINTER/SPRING PROGRAMMING – Mr. John Koehler
(Information)

Mr. Koehler presented the Community Recreation Department Winter/Spring Programs insert and shared with the committee some of the programs being promoted within the insert. He added that the fitness centers are open and walking tracks are available in the morning at North and South High Schools.

2. SHEBOYGAN THEATRE COMPANY FINANCIAL REPORT – Mr. John Koehler (Action)

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

Mr. Koehler reported that two interpreters were utilized for one of the Sheboygan Theatre Company's shows and he added that it might be something that the Sheboygan Theatre Company considers for future shows as it may interest more people who need that service attend their programs.

3. COMMUNITY RECREATION DEPARTMENT FINANCIAL REPORT – Mr. John Koehler (Action)

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

Mr. Koehler talked about the previous approval of the fund balance and noted he may come back to the committee to seek additional funds for the Pigeon River Elementary School Recreation Center floor as well as the entry system.

4. FACILITY PERMIT REPORT – Mr. John Koehler (Information)

Administration presented the Facility Permit Report through November 30, 2023 for information.

Meeting adjourned at 6:34 p.m.



Committee Meeting Minutes of December 12, 2023

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

Mr. Ryan Burg, Vice Chair, called the meeting to order at 6:00 p.m.
 Present: Mr. Ryan Burg, Ms. Heidi Boehmer, Dr. Susan Hein
 Excused: Ms. Sarah Ruiz-Harrison

1. FUND 41 CAPITAL PROJECTS – Mr. Mark Boehlke (Action)

Moved by Ms. Boehmer, seconded by Dr. Hein to approve the Fund 41 Capital Projects through October 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 October 31, 2023, as presented. All ayes. Motion carried unanimously.

3. REVENUES & EXPENDITURES REPORTS – Mr. Mark Boehlke (Action)

Moved by Dr. Hein, seconded by Ms. Boehmer to approve the Revenue & Expenditures reports through October 31, 2023, as presented. All ayes. Motion carried unanimously.

4. BUDGET REVISIONS & TRANSFERS OF APPROPRIATIONS – Mr. Mark Boehlke (Action)

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

GENERAL FUND (FUND 10)	Original Budget 10-24-23	Revised Budget 10-31-23	Budget Increase (Decrease)
REVENUES			
100 Transfers-in	0.00	0.00	0.00
Local Sources			
210 Taxes	24,585,309.00	24,585,309.00	0.00
240 Payments for Services Provided Local Governments	0.00	0.00	0.00
260 Non-Capital Sales	364,545.35	370,223.12	5,677.77
270 School Activity Income	291,110.64	143,776.15	(147,334.49)
280 Interest on Investments	1,707,233.00	1,707,233.00	0.00
290 Other Revenue, Local Sources	236,185.00	317,016.12	80,831.12
Subtotal Local Sources	27,184,382.99	27,123,557.39	(60,825.60)
Other School Districts Within Wisconsin			
340 Payments for Services	1,973,522.00	1,973,522.00	0.00
Revenue from Intermediate Sources			
510 Transit of Aids	48,968.00	48,968.00	0.00

State Sources			
610 State Aid -- Categorical	855,500.00	855,500.00	0.00
620 State Aid -- General	87,854,987.00	87,854,987.00	0.00
630 DPI Special Project Grants	100,000.00	100,000.00	0.00
640 Payments for Services	133,000.00	133,000.00	0.00
650 Student Achievement Guarantee in Education	1,495,000.00	1,495,000.00	0.00
660 Other State Revenue Through Local Units	17,000.00	17,000.00	0.00
690 Other Revenue	7,636,487.00	7,636,487.00	0.00
Subtotal State Sources	98,091,974.00	98,091,974.00	0.00
Federal Sources			
710 Transit of Aids	92,791.00	110,410.00	17,619.00
730 DPI Special Project Grants	5,712,536.00	5,710,151.00	(2,385.00)
750 IASA Grants	2,310,497.00	2,310,497.00	0.00
780 Other Federal Revenue Through State	24,000.00	24,000.00	0.00
790 Other Revenue from Federal Sources	0.00	0.00	0.00
Subtotal Federal Sources	8,139,824.00	8,155,058.00	15,234.00
Other Financing Sources			
860 Compensation, Fixed Assets	0.00	0.00	0.00
Other Revenues			
960 Adjustments	0.00	0.00	0.00
970 Refund of Disbursement	150,000.00	150,000.00	0.00
990 Miscellaneous	294,048.16	295,147.24	1,099.08
Subtotal Other Revenues	444,048.16	445,147.24	1,099.08
TOTAL REVENUES	135,882,719.15	135,838,226.63	(44,492.52)
EXPENDITURES	Revised Budget 10-24-23	Revised Budget 10-31-23	Budget Increase (Decrease)
Instruction			
110 000 Undifferentiated Curriculum	24,753,006.00	24,715,747.00	(37,259.00)
120 000 Regular Curriculum	30,070,704.73	30,064,096.73	(6,608.00)
130 000 Vocational Curriculum	2,963,613.90	2,985,860.67	22,246.77
140 000 Physical Curriculum	2,930,755.00	2,930,755.00	0.00
160 000 Co-Curricular Activities	1,372,863.44	1,385,609.09	12,745.65
170 000 Other Special Needs	539,926.00	539,926.00	0.00
Subtotal Instruction	62,630,869.07	62,621,994.49	(8,874.58)
Support Sources			
210 000 Pupil Services	5,492,977.00	5,512,255.00	19,278.00
220 000 Instructional Staff Services	4,421,201.73	4,417,864.73	(3,337.00)
230 000 General Administration	1,750,356.16	1,749,053.24	(1,302.92)
240 000 School Building Administration	7,237,553.14	7,249,474.24	11,921.10
250 000 Business Administration	17,850,036.00	18,137,791.53	287,755.53
260 000 Central Services	634,336.00	634,917.00	581.00
270 000 Insurance & Judgments	1,053,669.00	1,053,669.00	0.00
280 000 Debt Services	1,610.00	1,610.00	0.00
290 000 Other Support Services	2,386,738.00	2,623,241.49	236,503.49
Subtotal Support Sources	40,828,477.03	41,379,876.23	551,399.20
Non-Program Transactions			
410 000 Inter-fund Transfers	14,812,774.00	14,812,774.00	0.00

430 000 Instructional Service Payments	17,610,599.05	17,618,684.05	8,085.00
490 000 Other Non-Program Transactions	0.00	0.00	0.00
Subtotal Non-Program Transactions	32,423,373.05	32,431,458.05	8,085.00
TOTAL EXPENDITURES	135,882,719.15	136,433,328.77	550,609.62
SPECIAL EDUCATION (FUND 27)	Revised Budget 10-24-23	Revised Budget 10-31-23	Change in Budget
TOTAL REVENUES	24,140,043.00	24,129,355.00	10,688.00
100 000 Instruction	19,831,007.00	19,847,507.00	16,500.00
200 000 Support Services	4,165,736.00	3,972,548.00	(193,188.00)
400 000 Non-Program Transactions	143,300.00	309,300.00	166,000.00
TOTAL EXPENDITURES	24,140,043.00	24,129,355.00	(10,688.00)

5. NUTRITIONAL SERVICES UPDATE – Mr. Mark Boehlke/Ms. Grace Tesmer (Information)

Ms. Tesmer provided an update on the Nutritional Services Department, which included an overview of the current nutritional programs, staffing update, challenges, and future plans as outlined in her presentation. Ms. Tesmer highlighted that the District is in year one of four years of being on the Community Eligibility Provision (CEP) district-wide, which means all Sheboygan Area School District students can receive free breakfast and lunch. The daily meal counts have continued to increase. Breakfast meals were down 7.67% from last year, now at 6.56%, and lunch meals up 2.7% from last year. Daily they serve approximately 2,915 breakfasts, 5,307 lunches, and 300 suppers. Mr. Burg questioned why the breakfast counts are down approximately 7% from last year and Ms. Tesmer responded that in theory they serve shelf-stable breakfast kits, there is much repetition and not much of a variety or fresh fruit. They are working to get better kits and are working with brokers such as AJ Produce. After-school supper meals are available at twelve sites, serving between 5,000-6000 meals per month. Six sites offer hot after-school meals on Tuesdays and Thursdays. Nutritional Services has partnered with the Community Recreation Department’s Kid Stop Program and the Boys & Girls Club to make food available to families. Those programs have staff to help serve food at their sites. “No Thank You” tables have been implemented in which students can place any unwanted, unopened, non-perishable items from the breakfast or supper kits and those items are returned to the kitchen for reuse. One non-perishable item can be brought home from the after-school supper meals. Ms. Tesmer talked about the equipment that was purchased to spend down the fund balance, as their fund balance was higher than the Department of Public Instruction (DPI) allows. Ms. Tesmer spoke about partnering with district social workers for the Good Food Club for Thought Programs, (DPI approved), which provides kids with food on weekends and holidays. She further spoke about future opportunities, which include updating equipment, student taste testing, staff training and development, School Breakfast Expansion Grant, and supply chain assistance.

6. GIFTS – Mr. Mark Boehlke (Action)

Moved by Dr. Hein, seconded by Ms. Boehmer to accept all gifts to the District, approving those \$2,500 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	Donna DeZwarte	South High	250.00
Monetary	Glenn/Patricia Phillings	North High	500.00
Trumpet	Daniel Walsh	SASD Music Department	500.00
Monetary	Laxmon Gurung	Lincoln-Erdman	1,000.00
Monetary	Michael Posewitz	South	1,000.00
Monetary	Nicholas/Barbara Meriggioli	Wilson	1,000.00
Monetary	Kohler Foundation	South	2,000.00
Monetary	Claudia Wardius	Sheboygan Theatre Company	35.00
Monetary	Tyler Schneekloth	Sheboygan Theatre Company	35.00
Monetary	Coleen Allee	Sheboygan Theatre Company	50.00
Monetary	Shayna Harper	Sheboygan Theatre Company	35.00
Monetary	Alan Kupsch	Sheboygan Theatre Company	360.00
Monetary	Randy Gerritson	Sheboygan Theatre Company	110.00
Monetary	Vivian Alden	Sheboygan Theatre Company	100.00
Monetary	Corrine Hunter	Sheboygan Theatre Company	35.00
Monetary	Roger Dunn	Sheboygan Theatre Company	35.00
Monetary	Michael Hoover	Sheboygan Theatre Company	10.00

Monetary	Festival Foods	Sheboygan Theatre Company	250.00
Monetary	Rosa Perez	Sheboygan Theatre Company	35.00
Monetary	Christy Myers	Sheboygan Theatre Company	40.00
Monetary	Laura Anderson	Sheboygan Theatre Company	110.10
Monetary	Sheila Ryan	Sheboygan Theatre Company	500.00
Monetary	Thomas/Tricia Roberts	Sheboygan Theatre Company	20.00
Monetary	Carolyn Graham Tsuneta	Sheboygan Theatre Company	10.00
Monetary	Tom Jacobson	Sheboygan Theatre Company	10.00
Monetary	Shannon Vanderputten	Sheboygan Theatre Company	10.00
Monetary	Jerry Hittman	Sheboygan Theatre Company	25.00
Monetary	Joseph Bernstein	Sheboygan Theatre Company	35.00
Monetary	Andrew Wendle	Sheboygan Theatre Company	10.00
Monetary	Jan Schneider	Sheboygan Theatre Company	10.00
Monetary	Beth Wynveen	Sheboygan Theatre Company	200.00
Monetary	Grace Wilsnack	Sheboygan Theatre Company	25.00
Monetary	Shelly Hollingsworth	Sheboygan Theatre Company	50.00
Monetary	Mark Mahoney	Sheboygan Theatre Company	50.00
 <i>For Action</i>			
Marcus Theatres Tickets	Marcus Theatres	SASD (Positive Behavior Incentives)	24,034.00
Monetary	Acuity Insurance	Sheboygan Theatre Company	10,000.00

The meeting adjourned at 6:25 p.m.