

THE SCHOOL DISTRICT OF STURGEON BAY
Regular Board of Education Meeting
Wednesday, August 18, 2021

Sturgeon Bay City Hall Community Room and then Council Chambers

6:00 P.M. Work Session

City Hall—Community Room

Note: The Board typically has a work session prior to the August Board meeting to review budgetary matters again between the preliminary approval which occurs in June and formal approval which occurs in October, following the October 15 aide certification from the State.

CALL TO ORDER:

1. Roll Call
2. Motion to Adopt Agenda

OPERATIONS

1. Budget planning for 2021-2022 and beyond
 2. Adjourn
-

7:00 P.M. Board of Education Meeting

City Hall—Community Room & Council Chambers

CALL TO ORDER:

1. Pledge of Allegiance
2. Roll Call
3. Motion to Adopt Agenda

AUDIENCE TO VISITORS AND DELEGATIONS:

(As noted in Board Policy 0167.3 Public Participation at Board Meetings)

Additional note: Individuals who wish to address the Board should be residents of the School District of Sturgeon Bay or parents of students open-enrolled into the district. Speakers are asked to share their name, address, and be aware that comments may be limited to three minutes at the discretion of the Board President.

CONSENT AGENDA:

1. Approve Minutes
 - a. Special Meeting of July 14, 2021
 - b. Regular Meeting of July 21, 2021
2. Approve July Bills
3. Accept Grants and Donations
4. Approve Resignations and Retirements
5. Approve Seclusion and Restraint Annual Report

OPERATIONS AGENDA:

1. Consent Agenda items requiring attention (if any)
2. School Opening Discussion
3. Approve Sunset Elementary School Offer to Purchase
4. Approve High School Coaches: Head Baseball Coach, Co-Assistant Girls Swim Coaches

5. Approve Teacher Associate hires
6. Approve Middle School/Sunrise Keyboarding/Life Skills Teacher
7. Approve Middle School/High School Spanish Teacher
8. Approve purchase of uninterruptible power supply (UPS)
9. Approve Committed Fund Balance Transfer of \$435,561.76 for the purpose of funding future technology infrastructure expenses
10. Approve Strategic Action Plan for 2021-2022
11. Reports:
 - a. Legislative
 - b. CESA
 - c. Committee/Seminars
 - d. Business Manager
 - e. Superintendent
12. Closed Session –
 - a. 19.85(1) (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
 - i. Request from a maintenance staff member
 - b. Return to open session
13. Adjourn

NOTE: This notice may be supplemented with additions to the agenda that come to the attention of the board prior to the meeting. If there are changes, a final agenda will be posted and provided to the media no later than 24 hours prior to the meeting or no later than 2 hours prior to the meeting in the event of an emergency.

To: Board of Education
From: Dan Tjernagel & Ann DeMeuse
Date: August 11, 2021
RE: Background Information for the August 18, 2021 Meeting

Special notes:

- *While construction continues to go well with a great deal of work occurring in one summer, as we prepare the board meeting agenda and materials we are not scheduled to have formal occupancy at SBHS in time to hold the August 18 Board meeting on campus in the library where we'd typically meet. Therefore, we are communicating with the City about utilizing their facility much like we did in June and July. Additionally, we should note that Miron is confident our staff will be able to move into their classrooms in time to be prepared for the formal return of students when school begins.*
- *We'll have a budget-related work session at 6:00 P.M. as we usually do in August. As these notes are prepared, we anticipate being in one space for the work session due to the City's Tax Increment Finance District public hearing at 6:00 P.M. and are hopeful we can move into the Council Chambers for our regular meeting at or around 7:00 P.M. As a quick reminder, the Council Chambers have the necessary Cable Access equipment that other spaces do not have.*

CONSENT AGENDA:

1. Approve Minutes

- a. Special Meeting of July 14, 2021
- b. Regular Meeting of July 21, 2021

2. Approve July Bills

- 3. Grants and Donations** –Jane M. Hacker Estate donated \$5000 to the Sturgeon Bay School District.

A motion to accept the donation and thank the donor for the support is recommended.

- 4. Resignations and Retirements** – Amy Sterckx is resigning from her Director of Technology position. Libby Gerondale is resigning as a High School Spanish Teacher. The following Teacher Associates are resigning - Phil Krueger at Sunrise Elementary, Karlee Bertrand at Sunset/Sawyer Elementary, and Rachel Miller at TJ Walker Middle School. Jeff Schaefer is stepping down as boys and girls assistant head soccer coach.

A motion to thank these individuals for their service and wish them well in their next adventure is recommended.

5. Approve Seclusion and Restraint Annual Report

Act 125 requires that schools report annually to the school board by September 1 about any incidents from the previous school year. Most incidents of seclusions and restraint in school districts occur at the elementary level.

A motion to accept the seclusion and restraint annual report is recommended.

OPERATIONS AGENDA:

1. Consent Agenda items requiring attention (if any)
This is a standing agenda item and utilized only if needed.

2. School Opening Discussion

While we are thankfully in a much better place than a year ago when we weren't sure how long we could hold in-person school but believed strongly in doing so, for the benefit of our students, families, and community, we all recognize there are still challenges that society and our own community are working through.

Last month the Board took action in the July 21, 2021, meeting in support of the following bullet points (I'll copy and paste them below rather than include the entire letter prepared for families and staff):

- In-person instruction, five days per week in alignment with the school calendar approved by the Board (*and available on our website*) is planned.
- There is no facial coverings resolution in place for the 2021-2022 school year, meaning facial coverings will be optional for students, staff members, and visitors.
 - If there is a COVID-19 outbreak at a school this year, a variety of safety measures and mitigation options would be considered, including facial coverings, in order to allow students to continue to attend school in-person.
- Schools have a combination of practices, procedures, and plans in place depending on what challenges the coming months may hold. Our preference is to return to a more sustainable system than last year consisting of more traditional practices and procedures appropriate for each school during the 2021-2022 school year.

President Stephani and I felt it was appropriate to allow for additional Board discussion on the matter. Regardless of an individual's preference or view on any number of topics in the past 18 months, we know that most people in our community have a level of appreciation for the many challenges and varying opinions we are trying to navigate. We can all appreciate that there have been varying opinions shared with the Board over the summer as well. Additionally, it is worth noting that the next meeting of the County School Districts, our medical advisor team, and public health takes place on the morning of August 17.

While not a topic that can be filled with emotion, there is the very important capital project building work that has been ongoing since December and has hit its peak over the summer. President Stephani and I also felt it was important to include this as part of the school opening discussion. As I prepare these notes on August 9, Jake Holtz and I had another meeting with our project supervisor from Miron who walked us through the days ahead, which items are delayed due to supply chain challenges that have become too common during recent months, and that he continues to be confident that our staff will have access to their classrooms and work spaces in time to be ready for the return of students at the start of the school year.

To be clear, we are on track for school to begin as scheduled on September 1, 2021. There will likely be some additional challenges during portions of new teacher in-service and even regular in-service week, but Miron is committed to making sure our staff will have the access they need—even if some staff would naturally want some additional time as we can all appreciate.

I should remind the Board that an alternative was to schedule the construction work and building closures over two summers; in addition to the additional time and inconvenience, this would have likely led to additional costs with permits and personnel, and I would suspect materials costs could have been negatively impacted if the aspects of the project that would have occurred next summer would not have been locked in and ordered as early as what we were fortunate enough to benefit from this year.

3. Approve Sunset Elementary School Offer to Purchase

Last year the board approved the sale of the Sunset School parking lot. S.C. Swiderski (the developer approved by City) and City have worked through details and now come to the board with an offer to purchase the Sunset School property. The offer to purchase and related Addendum A are included in your meeting packet.

A motion to approve the S.C. Swiderski Sunset School Offer to Purchase (including Addendum A) is recommended.

4. Approve High School Coaches: Head Baseball Coach, Co-Assistant Girls Swim Coaches, Assistant Boys Soccer Coach

A. Head Baseball Coach

Principal Keith Nerby and Athletic Director Todd Meikle recommend Mike Propsom as the Head Baseball Coach. A motion for approval is recommended.

B. Co-Assistant Girls Swim Coaches

- i. Co-Assistant Girls Swim Coach - Principal Keith Nerby and Athletic Director Todd Meikle recommend Kelsey Smith as a Co-Assistant Girls Swim Coach Kelsey Smith. A motion for approval is recommended.
- ii. Co-Assistant Girls Swim Coach - Principal Keith Nerby and Athletic Director Todd Meikle recommend Kelsey Smith as a Co-Assistant Girls Swim Coach Sarah Spude-Olson. A motion for approval is recommended.

5. Approve Teacher Associate hires

A. Lindsay Ferry, Director of Special Education and Katy DeVillers, Principal of Sawyer Elementary School, are happy to recommend Jena Burlo for the Early Childhood Education teaching associate position at Sawyer Elementary School. Jena has previous experience working as a Lead Teacher at Northern Door Children's Center. Jena is looking forward to working with the students in Sturgeon Bay Schools, while she continues her education at NWTC with the hopes of earning her Associate's Degree in Early Childhood Education. The team at Sawyer elementary is excited to welcome Jena to the team. A motion for approval is recommended.

B. Lindsay Ferry, the Director of Special Education, and Brian O’Handley, Principal of Sunrise Elementary School, are excited to welcome Mandy Schoeneman to the special education team in the position of special education teaching associate at Sunrise Elementary School. Mandy is new to the area and new to working in K-12 education but is excited to bring her three daughters to the Sturgeon Bay School District and begin to acclimate herself and her family to our community. The Sunrise Elementary School Special Education team is excited to meet Mandy and begin their work together. A motion for approval is recommended.

6. Approve Middle School/Sunrise Keyboarding/Life Skills Teacher

Mrs. Teri VanLieshout will be entering her 6th year teaching. Previously, Teri worked for Appleton School District and Southern Door School District. In addition, Teri substituted and served as a teacher associate for the Sturgeon Bay School District.

Mr. O’Handley and Mr. Smullen both have positive experiences observing Teri as a teacher associate. She is familiar with this position as she supported students who participated in Coding, Keyboarding and Life Skills classes. During her interview, Teri shared that she has learned valuable insight in lesson planning, establishing learning expectations and de-escalation techniques.

Teri is married and has two daughters in middle and high schools. She has lived in Door County since 2008.

A motion to approve Teri VanLieshout as the Middle School/Sunrise Keyboarding/Life Skills Teacher for the 2021-2022 school year is recommended.

7. Approve TJW/HS Spanish Teacher

Mrs. Amanda Anthony taught middle and high school Spanish for the Gibraltar School District over the past 7 years. She is a UW-Stevens Point graduate who majored in Spanish and earned a 3.53 GPA.

Principal Methner, former Gibraltar Principal, worked the past six years with Amanda and shared, “Amanda has an active and engaging classroom where she speaks 80-90% of the time in Spanish.” Mr. Methner went further stating, “Amanda has shown tremendous growth in lesson planning and preparing her instruction. She provides students clear learning expectations, positively models expectations and is open to feedback.”

Amanda is married and is a Sturgeon Bay resident with a beautiful 9-month daughter named Marvyl.

A motion to approve Amanda Anthony as the TJW/HS Spanish Teacher beginning with the 2021-2022 school year is recommended.

8. Approve purchase of uninterruptible power supply (UPS)

During the last several months, we had several incidents that have shown the limitations of our current UPS units. A UPS is an uninterruptible power supply, which can keep our network equipment running during power outages. Our existing equipment has proven to be unable to keep up with our current hardware power demands. As such, we are looking to purchase four newer units to replace existing older UPS units.

Pending some parts of the quote, total purchase price of the four units should not exceed \$28,000.

A motion to approve the purchase of uninterruptible power supply units not to exceed \$28,000 is recommended.

9. Approve Committed Fund Balance Transfer of \$435,561.76 for the purpose of funding future technology infrastructure expenses.

During the fiscal year of 2020-2021 the Board approved a number of Technology infrastructure purchases for the district, totaling \$435,561.76. These approvals were for updating Front of Classroom Displays, Updating and adding switches and Wireless Access Points, an Updating the High School Lawn sign. Unfortunately, with the current economy and despite placing timely orders, these orders were not able to be fulfilled prior to the end of the 2020-2021 fiscal year. So, we are recommending the board approve a Fund Balance transfer of \$435,561.76 for purposes of funding these expenditures. This transfer is a procedural step and does not record any expenses in 2020-2021 but does officially set that money aside for those purposes in the 2021-2022 fiscal year.

A motion to approve the transfer of \$435,561.76 to the Committed Fund Balance is recommended.

10. Approve Strategic Action Plan for 2021-2022

In the past few months, we looked at the draft and have reviewed updates to the Strategic Action Plan for 2021-2022.

A motion to approve the Strategic Action Plan for 2021-2022 is recommended.

11. Reports

12. Closed Session

A. 19.85(1) (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

i. Request from a maintenance staff member

B. Return to open session

13. Adjourn

THE SCHOOL DISTRICT OF STURGEON BAY
Board of Education Learning Session
Wednesday, July 14, 2021

5:00 P.M. Board of Education Meeting

High School Library

CALL TO ORDER:

1. Roll Call at 5:17 PM: Present: Stephani, Wood, Chisholm, Hougaard. Excused were Kruse, Jennerjohn, Alger, Holland & Howard. Also present Superintendent Tjernagel & Holtz.

2. **Motion:** Hougaard/Wood to adopt the agenda. Motion carried unanimously.

AGENDA AND DISCUSSION

1. 2021-2022 School Year Planning: Discussion followed regarding considerations for the 2021-2022 school year and the planning that will go along with this.

2. Motion to adjourn: Chisholm/Hougaard to adjourn at 6:13 PM. Motion carried unanimously.

Date: _____

President's Signature: _____

THE SCHOOL DISTRICT OF STURGEON BAY

Regular Board of Education Meeting

Wednesday, July 21, 2021

President Stephani called the regular meeting to order at 7:01 PM in the Council Chambers at Sturgeon Bay City Hall, with a roll call vote. Present were Commissioners: Stephani, Hougaard, Wood, Kruse, Jennerjohn, Chisholm and Howard, Alger. Excused was Holland. Also present are Superintendent Tjernagel, Holtz, Nerby, Ferry, M. Smullen, DeVillers, B. O’Handley, Smejkal, Sterckx, & A. DeMeuse. The Pledge of Allegiance was recited.

Motion: Chisholm/Jennerjohn to adopt the agenda as presented. Motion carried unanimously.

PUBLIC PARTICIPATION SECTION—also known as audience to visitors and delegations (as noted in Board Policy 0167.3 Public Participation at Board Meetings): Nicole Carmody, 1779 Shiloh Rd. addressed the board.

CONSENT AGENDA:

1. Approve Minutes
 - a. Regular meeting of June 16, 2021
2. Approve June Bills
3. Approve Resignations and Retirements – John Berns has resigned from his position as our head baseball coach. Rachel Mallien has resigned from her position as our cheer team coach. Krista Moyer has resigned from her position as co-head coach of the girls swim team. Cindy Lemmens is resigning from her bookkeeper position at a date to be determined (likely this fall). Thanks to these individuals for their service to our young people.
4. Approve Sturgeon Bay High School Faculty and Staff Handbook
5. Approve Sturgeon Bay High School Student and Parent Handbook

Motion: Wood/Alger to approve the consent agenda items as presented. Motion carried unanimously.

OPERATIONS AGENDA:

1. Consent Agenda items requiring attention (nothing)
2. 2021-2022 School Year Planning
No formal recommendation when the board packet was prepared last week. Learning session held on July 14 to receive updates

Wide ranging opinions. Appreciate in-person opportunity for learning. County districts came to consensus on how long quarantine should be. Across the county Q to 10 days, at 7 days if testing and negative, can return earlier. Family members of a positive case will fall under that same quarantine plan.

Key issue remaining as things develop involves if and when contact tracing takes place and who does the contact tracing. Additionally, CESA 7 did a survey on what districts are planning for the fall. Some of the results are: 3-4 districts will require close contacts to students testing positive for COVID to quarantine, 21 districts will request family members of students with COVID to quarantine, 21 districts will have students testing positive with COVID to stay out of school 10 days, 23 districts will have masks being optional.

Motion: Jennerjohn/Hougaard that for the 2021-2022 school year we will have in-person instruction, five days per week in alignment with the school calendar approved by the Board (and available on our website) as planned. Facial coverings will be optional for students, staff members and visitors. If there is a COVID-19 outbreak at a school this year, a variety of safety measures and mitigation options would be considered, including facial coverings, in order to allow students to continue to attend school in-person. Schools have a combination of practices, procedures, and plans in place depending on what challenges the coming months may hold. Our preference is to return to a more sustainable system than last year consisting of more traditional practices and procedures appropriate for each school during the 2021-2022 school year. Motion carried unanimously.

3. Approve High School Technology Education Teacher
Motion Hougaard/Chisholm to approve Zachary Albers as a High School Technology Education Teacher beginning with the 2021-2022 school year. Motion carried unanimously.
4. Approve High School Registrar
Motion Jennerjohn/Hougaard to approve Amy Lautenbach at Sturgeon Bay High School as a Registrar Secretary beginning with the 2021-2022 school year. Motion carried unanimously.
5. Approve Food Service Staff Member
Motion Hougaard/Wood to approve Amie Grimm as the newest member of the Food Service Team. Motion carried unanimously.
6. Approve Bookkeeper
Motion Hougaard/Jennerjohn to approve Ashley LaLuzerne as a Bookkeeper. Motion carried unanimously.
7. Approve High School Coaches: Assistant Volleyball, Head & Assistant Girls Basketball; Head Girls Swim, Head Cheer
 - A. Assistant Volleyball – Hougaard/Alger to approve Mary Harrington as an Assistant Volleyball Coach beginning with the 2021-2022 school year. Motion carried unanimously.
 - B. Head Girls Basketball Coach – Chisholm/Hougaard to approve Casey Harrington as the Head Girls Basketball Coach beginning with the 2021-2022 school year. Motion carried unanimously.
 - C. Assistant Girls Basketball – Hougaard/Wood to approve Mary Harrington as an Assistant Girls Basketball Coach beginning with the 2021-2022 school year. Motion carried unanimously.
 - D. Freshman Assistant Girls Basketball – Jennerjohn/Alger to approve Mark Felhofer as the Freshman Assistant Girls Basketball Coach beginning with the 2021-2022 school year. Motion carried unanimously.
 - E. Head Girls Swim Coach – Hougaard/Wood to approve Kelly Rankin as Head Girls Swim Coach beginning with the 2021-2022 school year. Motion carried unanimously.
 - F. Head Cheer – Chisholm/Hougaard to approve Jen Propsom as a Head Cheer Coach beginning with the 2021-2022 school year. Motion carried unanimously.
8. Approve Middle School Coaches: Volleyball
 - A. 7th Grade Volleyball –Hougaard/Wood to approve Casey Harrington as the Middle School Volleyball Coach beginning with the 2021-2022 school year. Motion carried unanimously.

B. 8th Grade Volleyball – Jennerjohn/Alger to approve Marnie Ostrand as the 8th Grade Volleyball Coach beginning with the 2021-2022 school year. Motion carried unanimously.

9. Approve Annual Public Notice of Academic Standards

The 2015-2017 state budget, also known as 2015 Wisconsin Act 55, added several notice requirements for school districts. The items involve notice regarding academic standards, school report cards and ranking levels, educational options, and the special needs voucher program.

As we have been reminded by WASB in the past, “School Boards are reminded that they must include an item on the agenda of the first school board meeting of the school year (the first board meeting after July 1) that clearly identifies the student academic standards . . . that will be in effect for the school year . . . In addition, school boards are required . . . to notify the parents/guardians of students . . . This notice may be provided electronically, including by posting the notice or a link to the specific academic standards on the school district’s website.”

Once a new curriculum for a particular academic area has been adopted, that curriculum stays in place until a change is approved at a later date. Again, the requirement that we need to notify the public annually of these standards began just a few years ago.

In gathering feedback from various individuals and in alignment with our discussion on the topic in the past, it continues to appear that the clearest way of communicating this is that we follow “Sturgeon Bay Standards.” Work in recent years has involved the Wisconsin Academic Standards in most areas. Calling them Sturgeon Bay Standards gives us flexibility to be able to address any areas that may cause concern within our school community, and avoids the perception of having to adopt something without the flexibility to adapt if and when concerns may arise when it comes to national or state standards conversations, if you will.

I am including a link to the DPI website and Academic Standards page for your convenience:
<http://dpi.wi.gov/standards>.

Motion: Wood/Alger to give the required annual notice pertaining to academic standards utilized in the School District of Sturgeon Bay for the 2021-2022 school year is recommended.

10. Approve Ticket Taker

Athletic Director Meikle prepared a memo for the meeting packet which summarizes the thinking for this position and its pilot status for the 2021-2022 school year. This is similar to something I saw in my previous district and also aligns with some needs we’ve talked about here over time.

Motion Hougaard/Jennerjohn to approve Chris Maas for the Ticket Taker Position. Motion carried unanimously.

11. Strategic Action Plan Draft for 2021-2022 (informational item)

As we have discussed since the February 2017 Board and Administrative Team retreat, putting together a one-page document with identified priorities that can serve as a “strategic action plan” should help us not only with our internal processes and focus areas for a given year, but also should assist our work as we continue to work to communicate with our community.

The strategic action plan process is intended to:

- help provide clarity through annual priority areas for our organization,
- give us targeted items to monitor throughout the year, and
- provide a document for annual review so adjustments can be made for the following year.

As we have said in the past, feedback is welcome on the strategic action plan concept—as is focus as we consider our work, priorities, and overall focus for the upcoming year, as well as our ability to appropriately communicate those priorities to our families, staff members, and community members.

12. Facility Project Update (informational item)

The Board has seen various updates following standing construction project meetings, as well as updates from Business Manager Holtz. Any highlights or recent developments can be shared at this time.

13. Reports:

- a. Legislative – none.
- b. CESA – none.
- c. Committee/Seminars – none.
- d. Administrative Reports presented.
- e. Superintendent’s Report presented.

14. Adjourn Motion: Wood/Hougaard to adjourn at 8:08 PM. Motion carried unanimously.

Date: _____

President’s Signature: _____

CHECK DATE	CHECK NUMBER	CHE TYP	AMOUNT	ACCOUNT NUMBER	VENDOR	INVOICE DESCRIPTION
07/01/2021	212200002	A	2,680.00	10 E 800 480 295000 000	CAMERA CORNER-CONNEC	Hovercams for SS staff moving to SW. Customer #0019936
07/01/2021	212200003	A	21.00	10 E 400 450 125500 000	INSTRUMENTAL MUSIC C	Swabs for beginning band
06/16/2021	101080	R	189.60	10 E 400 450 125500 000	INSTRUMENTAL MUSIC C	MS Summer Band Books and Supplies
06/16/2021	101080	R	230.75	10 E 400 450 125500 000	INSTRUMENTAL MUSIC C	MS Summer Band Books and Supplies
06/16/2021	101080	R	45.00	10 E 800 310 125000 000	INSTRUMENTAL MUSIC C	Trombone Repair
07/01/2021	101115	R	3,227.00	10 E 800 719 270000 000	M3 INSURANCE	21/22 Linebacker Renewal Account Number DOORINS-01
07/01/2021	101116	R	226.28	10 E 400 411 121000 000	OFFICE DEPOT REMIT	art room - Account Number 46466631
07/01/2021	212200004	A	14.08	10 E 140 411 241000 000	QUILL LLC	tab dividers for literacy project Account Number 2624111
06/16/2021	101081	R	42.32	10 E 200 411 241000 000	QUILL LLC	Order# 150596267- MS Office supplies
07/01/2021	101117	R	-16.49	10 R 800 971 500000 000	REALLY GOOD STUFF	Credit for Discontinued Thermal Pouches Account #9061499 Order #007147020000
07/01/2021	101117	R	98.33	10 E 120 411 112000 000	REALLY GOOD STUFF	Book Bins, stiki clips, etc Account Number 9061499
07/01/2021	101117	R	37.07	10 E 120 411 112000 000	REALLY GOOD STUFF	Classroom Supplies Account Number 9061499
07/01/2021	212200005	A	15,747.00	10 E 800 480 252100 000	SKYWARD	Financial Management Core - Software License Support Fee - Business Suite True Time - Software License
07/01/2021	101118	R	500.00	10 E 800 310 239000 000	STUDENT ASSURANCES I	Great American Catastrophic Coverage - Class 1 (Junior High 6-8)
07/01/2021	101119	R	14,111.00	21 E 400 449 161924 656	STV CNC	CNC plasma table purchase
06/16/2021	101082	R	190.00	10 E 400 310 221300 000	WMEA	Attendance of WMEA's CMP Summer Workshop (Professional Development).- B.Olejniczak
07/06/2021	101120	R	211.94	98 L 000 000 811680 000	GURSTEL LAW FIRM PC	Case No. 12-CV-224; File #802986
07/08/2021	212200014	A	220.38	10 E 400 470 120000 000	BLAHNIK, BROCK	6/2/2021 Most of the budget purchases by Brock Blahnik for the 2021-2022 school year.
07/08/2021	212200015	A	8,000.00	10 E 800 480 252100 000	FORECAST5	Customer #5502901000401 License Agreement
07/08/2021	212200016	A	955.30	10 E 800 480 295000 000	MARCIA BRENNER & ASS	Annual Support & Maintenance
07/08/2021	101146	R	2,100.00	10 E 800 943 162000 000	PACKERLAND CONFERENC	Packerland Conference Dues for 2021-2022
07/08/2021	212200017	A	890.00	10 E 800 480 295000 000	PARCHMENT LLC	Annual Parchment Sender Service K12 (Electronic Transcripts: Current Students)
07/08/2021	212200018	A	36.08	10 E 800 411 252100 000	QUILL LLC	Account #2624111 Wall Calendar
07/08/2021	212200019	A	10,768.00	10 E 800 480 221500 000	RENAISSANCE LEARNING	Bill to #708936 Annual All Product Platform Star Reading/Math/Early Literacy Subscription Custom Data

CHECK DATE	CHECK NUMBER	CHE TYP	AMOUNT	ACCOUNT NUMBER	VENDOR	INVOICE DESCRIPTION
07/15/2021	101154	R	126.75	10 E 800 324 253000 000	A-1 ELEVATOR SERVICE	Integration Quarterly Elevator/Lift Maintenance - Sunrise
07/15/2021	101154	R	195.75	10 E 800 324 253000 000	A-1 ELEVATOR SERVICE	Quarterly Elevator/Lift Maintenance - TJ Walker
07/15/2021	101155	R	69.43	10 E 800 324 253000 000	BISSEN ASPHALT LLC	Tickets# 15130 & 15131 Screened Stone
07/15/2021	101156	R	7,998.00	10 E 800 310 253700 000	CRITICAL RESPONSE GR	Macro Collaborative Response Graphic SW, SR, MS, HS Micro CRG with GeoRelevant Integrated Floor Plans SW, SR, MS, HS Yearly Service and Implementation Fee Per Site
07/15/2021	101157	R	150.00	10 E 800 310 162000 000	EASTERN WISCONSIN CO	Sturgeon Bay Boy's Swim
07/15/2021	101158	R	536.67	10 E 800 310 239000 000	ERC INC	Monthly EAP Services- July 2021
07/15/2021	212200028	A	2,965.50	10 E 800 480 221500 000	EXPLORELEARNING, LLC	Customer #2237447 Reflex Math Subscription
07/15/2021	101159	R	4,000.00	10 E 800 310 231700 000	KERBERROSE S.C.	Client #0725002821 Progress Invoice for Audit
07/15/2021	101160	R	40.40	10 E 800 411 253000 000	LAMPERTS LUMBER	Customer# LA2302240- Lumber for maintenance dept
07/15/2021	101161	R	253.15	10 E 400 411 121000 000	OFFICE DEPOT REMIT	Account# 46466631- HS art room supplies
07/15/2021	101162	R	2,124.99	21 E 400 449 161924 656	OLIVER MACHINERY CO.	Spindle Sander for HS Tech Ed
07/15/2021	212200029	A	187.04	10 E 800 342 239000 000	PROPSOM, MATTHEW	7/15/2021 Mileage Reimbursement State Clipper Clays Tournament
07/15/2021	101163	R	130.81	10 E 800 411 253000 000	PROFESSIONAL SUPPLY	Maintenance Supply - Constant Shield - 4 cases
07/15/2021	101164	R	3,500.00	10 E 800 551 136000 000	ROCKLER WOODWORKING	S.O. #S7501733 Powermatic tools from Rockler
07/15/2021	101164	R	8,610.96	10 E 800 551 136000 797	ROCKLER WOODWORKING	S.O. #S7501733 Powermatic tools from Rockler
07/15/2021	212200030	A	450.00	10 E 200 310 221300 000	SCHOPF, JEANNE	7/14/2021 Reimbursement for Big Sky Literacy Summit Sept 9-10
07/15/2021	212200031	A	303.42	10 E 800 355 263300 000	SPECTRUM BUSINESS	Account Number 8245 11 120 0173238 Phone
07/15/2021	101165	R	1,269.00	10 E 800 360 222200 031	SWANK MOTION PICTURE	Customer #0381272001 SWANK K-12 Streaming
07/15/2021	101166	R	3,383.80	10 E 800 360 222200 031	WEVIDEO	Deal Id 0061K00000gKwAuQAK Year 1 of 3: Subscription through 2022-09-01 - 1600 licenses
07/15/2021	101167	R	1,500.00	10 E 800 355 263300 000	WISCNET	WiscNet Annual Membership Fee 07/01/21 -06/30-22
07/21/2021	101168	R	243.98	98 L 000 000 811680 000	GURSTEL LAW FIRM PC	Case No. 12-CV-224; File #802986
07/22/2021	101175	R	3,250.00	10 E 800 360 222200 031	BRAINPOP LLC	BrainPop & BrainPop Jr
07/22/2021	101176	R	17.00	10 E 800 411 162000 000	BSN SPORTS REMIT	Order# 303967781- Volleyball tension straps
07/22/2021	101177	R	180.00	10 E 800 310 239100 000	DOOR COUNTY YMCA	July memberships- group 1
07/22/2021	101177	R	340.00	10 E 800 310 239100 000	DOOR COUNTY YMCA	July memberships- group 2
07/22/2021	212200039	A	1,140.00	10 E 800 480 221500 000	HOUGHTON MIFFLIN	Order# 5213834- Reading Inventory Annual License

CHECK DATE	CHECK NUMBER	CHE TYP	AMOUNT	ACCOUNT NUMBER	VENDOR	INVOICE DESCRIPTION
07/22/2021	101178	R	31,308.00	10 E 800 711 270000 000	M3 INSURANCE	Subscription; Sunrise Account# STURBAY-03 District insurance premiums 21-22
07/22/2021	101178	R	49,417.00	10 E 800 712 270000 000	M3 INSURANCE	Account# STURBAY-03 District insurance premiums 21-22
07/22/2021	101178	R	104,534.00	10 E 800 713 270000 000	M3 INSURANCE	Account# STURBAY-03 District insurance premiums 21-22
07/22/2021	101179	R	24,000.00	10 E 800 310 239100 000	PREVEA HEALTH WORKME	FitLyfe Incentives
07/22/2021	101180	R	480.00	10 E 800 411 253000 000	REINDERS	Maintenance Supplies
07/22/2021	101181	R	3,960.00	21 E 400 310 162121 000	SCHOPF, RYAN	Lakeland University Volleyball Camp- July 12-14
07/22/2021	212200040	A	108.52	10 E 120 411 112000 000	SCHOOL SPECIALTY, LL	Order# 57450397- SW
07/22/2021	101182	R	1,205.25	10 E 200 450 143000 000	YBA SHIRTS INC	MS Phy Ed Uniforms
07/27/2021	101183	R	3,706.02	98 L 000 000 811634 000	MADISON NATIONAL LIF	Group Life
07/27/2021	101184	R	2,826.86	98 L 000 000 811635 000	MADISON NATIONAL LIF	LTD Insurance
07/27/2021	101184	R	1,150.56	98 L 000 000 811639 000	MADISON NATIONAL LIF	Short-Term Disability Ins.
07/27/2021	101185	R	437.30	98 L 000 000 811637 000	MADISON NATIONAL LIF	Invoice # 1454391 - Voluntary Life - 24 Pay
07/27/2021	101186	R	621.96	98 L 000 000 811649 000	STANDARD INSURANCE C	Policy #00 758708 0001 Hospital Indemnity
07/27/2021	101186	R	1,703.60	98 L 000 000 811646 000	STANDARD INSURANCE C	Policy # 00 4254005 0001 - Accident Insurance
07/27/2021	101186	R	1,563.60	98 L 000 000 811648 000	STANDARD INSURANCE C	Policy # 00 758708 0001 - Critical Illness Ins.
07/27/2021	101187	R	1,220.15	98 L 000 000 811647 000	SUPERIOR VISION INSU	Policy #03928901
07/27/2021	101189	R	8.00	98 L 000 000 811690 000	UNITED WAY	Employee Donations
07/27/2021	101188	R	24.00	98 L 000 000 811690 000	UNITED WAY	Employee Donations
07/27/2021	101188	R	32.00	98 L 000 000 811690 000	UNITED WAY	Employee Donations
07/29/2021	212200042	A	200.00	21 E 400 999 162204 000	AHNAPEE TRAILBLAZERS	\$200 Donation from HS Baseball
07/29/2021	212200043	A	7,810.43	10 E 120 472 110000 000	HOUGHTON MIFFLIN	Remaining balance on invoice 1600430807, PO# 7000021003 (21-22 portion)
07/29/2021	212200043	A	7,810.42	10 E 140 472 110000 000	HOUGHTON MIFFLIN	Remaining balance on invoice 1600430807, PO# 7000021003 (21-22 portion)
07/29/2021	101192	R	450.00	10 E 800 324 253000 000	LAKELAND LAWN CARE	Customer# 13669- Lawn Service
07/29/2021	101193	R	15.67	10 E 800 411 253000 000	LAMPERTS LUMBER	Customer# LA2302240- Maintenance Supplies
07/29/2021	101194	R	53.50	10 E 800 411 253000 000	PREMIER CONCRETE INC	Customer# 658806- Maintenance Supplies
07/29/2021	101195	R	228.43	10 E 800 411 253000 000	VIKING ELECTRIC SUPP	Account# V11169- Maintenance Supplies
07/05/2021	202100633	W	97.19	10 E 200 411 241000 000	AMAZON.COM	MS office supplies
07/05/2021	202100634	W	129.70	10 E 200 411 124500 000	AMAZON.COM	a classroom set of calculators for 6th and 8th grade math
07/05/2021	202100635	W	85.60	10 E 200 411 124500 000	AMAZON.COM	a classroom set of calculators for 6th and 8th grade math
07/05/2021	202100636	W	209.97	10 E 120 411 112000 000	AMAZON.COM	classroom supplies
07/05/2021	202100637	W	141.38	10 E 400 411 135200 000	AMAZON.COM	Sewing supplies for FACE clothing classes
07/05/2021	202100638	W	139.23	10 E 400 449 135200 000	AMAZON.COM	Kitchen supplies for new kitchen labs
07/05/2021	202100639	W	92.36	10 E 800 432 222200 031	AMAZON.COM	Spanish Books

CHECK DATE	CHECK NUMBER	CHE TYP	AMOUNT	ACCOUNT NUMBER	VENDOR	INVOICE DESCRIPTION
07/05/2021	202100640	W	392.19	10 E 400 411 121000 000	AMAZON.COM	art supplies
07/05/2021	202100641	W	8.91	10 E 400 411 127000 000	AMAZON.COM	The American Nation Civil War to Present
07/05/2021	202100642	W	18.27	10 E 400 411 127000 000	AMAZON.COM	The American Nation Civil War to Present
07/05/2021	202100643	W	109.80	10 E 400 449 127000 000	AMAZON.COM	HBABA Office Task Desk Chair (Black)
07/05/2021	202100644	W	7.74	10 E 400 411 127000 000	AMAZON.COM	The American Nation Civil War to Present
07/05/2021	202100645	W	123.96	10 E 140 411 241000 000	AMAZON.COM	Binders for staff literacy training materials
07/05/2021	202100646	W	8.94	10 E 400 411 127000 000	AMAZON.COM	The American Nation Civil War to Present
07/05/2021	202100647	W	24.98	10 E 120 411 112000 000	AMAZON.COM	classroom supplies
07/05/2021	202100648	W	644.52	10 E 200 411 241000 000	AMAZON.COM	2 dry erase boards for Sarah Kruck, 1 dry erase board for Megan Erickson, & 1 cork board for Stephen Jacobson
07/05/2021	202100649	W	149.85	10 E 200 411 241000 000	AMAZON.COM	2 dry erase boards for Sarah Kruck, 1 dry erase board for Megan Erickson, & 1 cork board for Stephen Jacobson
07/05/2021	202100650	W	19.99	10 E 400 449 127000 000	AMAZON.COM	Desk Chair Casters
07/05/2021	202100651	W	21.58	10 E 200 414 120000 000	AMAZON.COM	Paper for Allied Arts
07/07/2021	202100631	W	100.00	98 L 000 000 811642 000	WEA TRUST ADVANTAGE	WEA Roth TSA
07/07/2021	202100631	W	100.00	98 L 000 000 811676 000	WEA TRUST ADVANTAGE	WEA Tax Sheltered Annuity
07/07/2021	202100631	W	110.00	98 L 000 000 811642 000	WEA TRUST ADVANTAGE	WEA Roth IRA
07/07/2021	202100632	W	60.00	98 L 000 000 811672 000	WISCONSIN DEFERRED C	Plan #98971-01 Employee Contributions
07/27/2021	202100663	W	16,593.55	98 L 000 000 811901 000	DEAN HEALTH INC	Health Insurance Coverage - 8/1 - 8/31/2021
07/27/2021	202100663	W	111,870.80	98 L 000 000 811630 000	DEAN HEALTH INC	Health Insurance Coverage - 8/1 - 8/31/2021
07/27/2021	202100663	W	24,027.13	10 E 800 290 292000 000	DEAN HEALTH INC	Health Insurance Coverage - 8/1 - 8/31/2021
07/27/2021	202100664	W	13,387.92	98 L 000 000 811632 000	DELTA DENTAL	Dental Insurance Coverage - 8/1 - 8/31/2021
07/27/2021	202100664	W	2,040.81	98 L 000 000 811901 000	DELTA DENTAL	Dental Insurance Coverage - 8/1 - 8/31/2021
07/27/2021	202100664	W	216.87	10 E 800 290 292000 000	DELTA DENTAL	Dental Insurance Coverage - 8/1 - 8/31/2021
07/21/2021	202100652	W	110.00	98 L 000 000 811642 000	WEA TRUST ADVANTAGE	WEA Roth IRA
07/21/2021	202100652	W	100.00	98 L 000 000 811642 000	WEA TRUST ADVANTAGE	WEA Roth TSA
07/21/2021	202100652	W	100.00	98 L 000 000 811676 000	WEA TRUST ADVANTAGE	WEA Tax Sheltered Annuity
07/21/2021	202100653	W	210.00	98 L 000 000 811672 000	WISCONSIN DEFERRED C	Plan #98971-01 Employee Contributions

519,819.80 Totals for checks

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	0.00	-16.49	340,907.25	340,890.76
21	SPECIAL REVENUE - GIFTS	0.00	0.00	20,395.99	20,395.99
98	PAYROLL CLEARING FUND	158,533.05	0.00	0.00	158,533.05
***	Fund Summary Totals ***	158,533.05	-16.49	361,303.24	519,819.80

***** End of report *****

Here is the email from Libby that was sent to Keith.

On Wed, Jul 28, 2021 at 11:24 AM Elizabeth Gerondale <egerondale@sbsdmail.net> wrote:
Hello,

I hope this email finds you well. I have learned so much during my year in the Sturgeon Bay School District and I will be forever grateful for the experience that my teaching position there has given me. I was formally offered a position at Bay Port High School this morning, July 28th, 2021 that I have chosen to accept. Therefore, I will be resigning from my position as Spanish teacher at Sturgeon Bay High School.

I understand that you are in a bit of a time crunch now as we near the start of the 21-22 school year, which is why I wanted to give you this notice as soon as I could. Please let me know what steps need to be taken so that we can proceed.

Warm regards,
Elizabeth Gerondale

--

Libbie Gerondale
Spanish Teacher
(920) 746-3852 | Rm 111
Sturgeon Bay High School

July 22, 2021

Dan Tjernagel
Superintendent
Sturgeon Bay School District
1230 Michigan St, Sturgeon Bay, WI 54235

Dear Mr. Dan Tjernagel,

Please accept this letter as formal notice of my resignation as Director of Technology for the Sturgeon Bay School District pending successful approval of my hire with the Green Bay Board of Education on August 09, 2021. My last day will be August 13, 2021.

I appreciate the many opportunities Sturgeon Bay has provided to me. The guidance and support from the District has allowed me to grow within my profession. Although I will miss working within the Sturgeon Bay School District, I have accepted the position of Executive Director of Technology and Information within the Green Bay School District. This opportunity will allow me to continue to grow my professional career within technology leadership.

Please let me know how I can be of assistance during the transition period. I wish you and the Sturgeon Bay School District the very best going forward.

Sincerely,

A handwritten signature in cursive script that reads "Amy Sterckx".

Amy Sterckx

----- Forwarded message -----

From: **Jeff Schaefer** <batschaef5@netnet.net>

Date: Wed, Aug 11, 2021 at 9:19 PM

Subject: Jeff Schaefer Resignation:

To: tmeikle@sturbay.k12.wi.us <tmeikle@sturbay.k12.wi.us>

Sent from [Mail](#) for Windows 10

Sturgeon Bay School Board:

As of July 15th, 2021, I have resigned/retired from coaching soccer at Sturgeon Bay high school for both the boys' and girls' soccer program.

Jeffrey Schaefer

--

Todd Meikle
Sturgeon Bay High School
Athletic Director
High School PE
(920)746-1830

Seclusion and Restraint Data 2020-21

Grades	Seclusion	Restraint	SwD	
3k				
4k	1		Yes	
5k				
1				
2	1	1	No	*Same Student
3		2	Yes	*Same Student
4				
5		1	Yes	
6				
7				
8				
9				
10				
11				
12				
Alt. Placement		2	Yes	*Same as 3rd grade student above

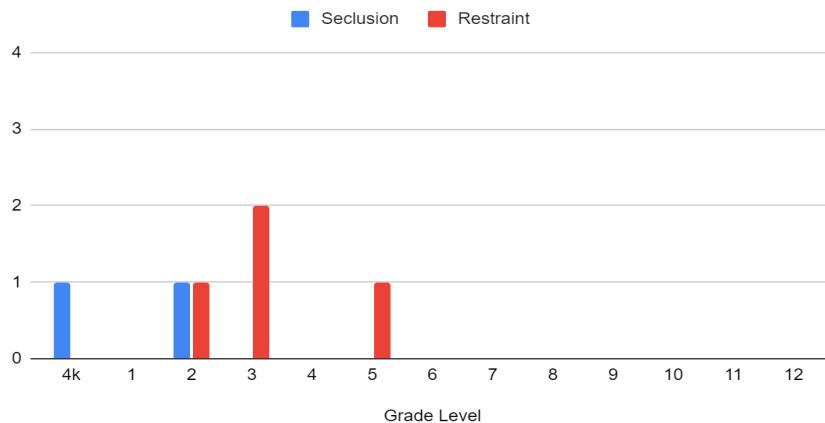
Seclusion Data 2020-21

- During the 2020-21 school year, the school district of Surgeon Bay utilized seclusion techniques on 2 occasions, for 2 different students in grade 4k and grade 2.

Restraint Data 2020-21

- During the 2020-21 school year, the school district of Sturgeon Bay restrained students on 6 different occasions during the school year. Please see below for important notes:
 - 1 student in grade 2 restrained was the same grade student who was secluded.
 - 2 different occasions of restraint were utilized on a grade 3 student. Both restraints were with the same student.
 - 2 additional restraint techniques were utilized by an alternative placement on our grade 4 student. These restraints were done on the same student who was restrained in the school setting.
 - 1 student in grade 5 was restrained.

Seclusion and Restraint Data 2020-21



Approved by the Wisconsin Real Estate Examining Board
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

SCS Real Estate

Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON July 6, 2021 AUTHENTICATOR Joseph Miller [DATE] IS (AGENT OF BUYER)

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

3 The Buyer, S.C. Swiderski, LLC 7/8/2021 9:47:59 AM CDT

4 offers to purchase the Property known as 827 N 8th Ave

5 _____

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the _____ of _____

8 County of Door Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One
10 _____ Dollars (\$ 1.00).

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: _____

13 _____

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: _____

18 _____

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 650-664 or in
27 an addendum per line 686.**

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 August 25, 2021

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 _____

37 _____
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 \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ 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 _____
50 _____) **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:

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 _____, 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 _____

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
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 686).

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 _____ 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: Construction of multi-family
252 development

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 _____ 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 **N/A 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 **N/A 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 _____

325 _____ (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 _____ 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 **N/A 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 650-664 or in an addendum attached
 364 per line 686. 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 **N/A 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 **N/A 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

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 **[N/A] 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 **[N/A] 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 _____ 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 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have _____ 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 Seller to provide copy of any leases tied to property
 537 _____

538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

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 534-538 or in an addendum attached per line 686, or lines 650-664 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 Buyer owns a licensed Real Estate Business Entity in the State of Wisconsin.
652 This offer is only for the 2.76 acres of land described as PIN 2816205000208 and does not
653 include any existing structures.
654 Existing school building to be demolished in 2021. Demo to be contracted by Buyer.
655 School building to be vacated no later than October 1st, 2021.

656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Dan Tjernagel 920-746-2801

671 Name of Buyer's recipient for delivery, if any: Kortni Wolf 715-693-7838

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

673 Seller: (_____) Buyer: (_____)

674 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

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

679 Address for Seller: _____

680 Address for Buyer: _____

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

682 Email Address for Seller: dtjernagel@sbsdmail.net

683 Email Address for Buyer: kwolf@scswiderski.com

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

686 **ADDENDA**: The attached _____ is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Kortni Wolf/SCS Real Estate

688 Authentisign

688 (x) *Jacqui Miller*

689 _____ 07/08/2021

690 Buyer's Signature Print Name Here S.C. Swiderski, LLC Date

691 (x) _____

692 Buyer's Signature Print Name Here Date

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

697 (x) _____
698 Seller's Signature Print Name Here Date

699 (x) _____
700 Seller's Signature Print Name Here Date

701 This Offer was presented to Seller by [Licensee and Firm] _____

702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials Date Seller Initials Date



Addendum A

This Addendum A (this "Addendum") is hereby attached to and made a part of that certain WB-13 Vacant Land Offer to Purchase (the "Preprinted Form," and together with this Addendum, collectively, the "Offer") made by S.C. Swiderski, LLC ("Buyer") to Sturgeon Bay School District ("Seller"), for the purchase and sale of certain real property known as 827 N. 8th Ave. Sturgeon Bay, WI and more commonly known as PIN PIN 2816205000208 (the "Property"). Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Preprinted Form. This Addendum shall be deemed a part of, but shall take precedence over and supersede any provisions to the contrary contained in the Preprinted Form.

1. **Earnest Money**. Lines 10 through 12 of the Offer are hereby amended to provide that earnest money of N/A (the "Earnest Money") will be mailed, or commercially or personally delivered within days after the date of acceptance (the "Acceptance Date") to a title company chosen by Seller (the "Title Company"), or the Broker's Trust Account

2. **Due Diligence Contingency**
 - a. Buyer shall have the period from the Acceptance Date until 6:00pm (Central Time) on the date that is one hundred eighty two (182) calendar days after the Acceptance Date, as may be extended pursuant to Section 2(b) of this Addendum (the "Due Diligence Period") to conduct or cause to be conducted any and all studies, surveys, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, zoning, wetlands, and a Phase I (and subject to Section 2(c) below, a Phase II environmental site assessment as may be necessary) (collectively, the "Inspections") as Buyer deems necessary, desirable, or appropriate in its sole and absolute discretion. Notwithstanding anything to the contrary in the Offer, in the event Buyer determines, in its sole and absolute discretion without the necessity of any explanation to Seller, that Buyer is not satisfied with the results of the Inspections or is unsatisfied with the Property for any reason, or for no reason whatsoever, whether related or unrelated to the Inspections, then Buyer shall have the right to terminate this Offer and all its obligations hereunder by giving written notice thereof (the "Termination Notice") to Seller prior to the expiration of the Due Diligence Period. If Buyer timely delivers the Termination Notice, the Earnest Money shall be promptly returned to Buyer. The Offer shall immediately terminate and be deemed null and void, except for any obligations which expressly survive the termination of the Offer. If Buyer fails to timely deliver the Termination Notice in accordance with this Section 2(a), Buyer shall be deemed to have waived Buyer's due diligence contingency set forth in this Section 2.

 - b. Seller hereby grants to Buyer one (1) options (each as "Option," and collectively the "Options") to extend the Due Diligence Period for a period of ninety-two (92) days, which may be exercised by Buyer upon notice to Seller.

 - c. Buyer shall have the right to enter upon the Property, at reasonable times with reasonable notice to Seller, to perform the Inspections of the Property; provided, however, that in no event shall Buyer perform any invasive sampling or testing of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld. In the event Buyer does



not close on the purchase of the Property, Buyer shall repair any damage to the Property caused by the Inspections and shall otherwise restore the Property to the condition that existed immediately prior to Buyer's Inspections.

3. **Closing.** Notwithstanding anything to the contrary in the Offer, Buyer and Seller agree that the closing of the purchase and sale contemplated in the Offer (the "**Closing**") shall occur once buyer is satisfied with due diligence, all contingencies with both Buyer and Seller are satisfied, and the existing structure has been vacated and demolished.
4. **Closing Costs.** Buyer shall pay: (i) all recording fees for the Deed; (ii) any premium or charge for a loan policy of title insurance or for any endorsement, a gap endorsement, requested by Buyer or Buyer's lender to the owner's or lender's policies of title insurance; (iii) all costs of Buyer's Inspections and general due diligence, and (iv) Buyer's attorneys' fees. Seller shall pay: (i) all title insurance premiums and title examination costs for Buyer's owner's policy of title insurance in the full amount of the Purchase Price, with a gap endorsement; (ii) the Wisconsin real estate transfer tax; and (iii) Seller's attorneys' fees. All other customary purchase and sale closing costs shall be paid by Buyer and Seller in accordance with the customs in the State of Wisconsin.
5. **Seller's Representations and Warranties.** This Paragraph 5 supersedes and replaces all of Seller warranties, representations, and covenants in the Offer. For the avoidance of doubt, the following list of Seller representations and warranties is exhaustive:
 - a. **No Conflict.** The execution and delivery of this Offer and all of the documents incidental thereto or incidental to the Closing contemplated by this Offer are not in violation of the terms of any agreement, restriction or undertaking to which Seller is a party or by which Seller is bound.
 - b. **Public Improvements.** Seller has no notice or knowledge of any planned or commenced public improvement which may affect the Property.
 - c. **Foreign Person Certificate.** Seller is not a "foreign person" as such term is defined in the Internal Revenue Code §1445(f).
 - d. **Authority.** Seller has all requisite corporate power and authority to enter into this Agreement and all documents now or hereafter to be executed and delivered by Seller pursuant to this Offer and to perform its obligations under this Offer and under such documents. Seller shall, by Closing, have obtained any consents necessary for it to enter into and perform this Offer.
 - e. **No Violation.** The execution, delivery and performance by Seller of this Offer will not result in a violation by Seller of its obligations under any of the following that are binding on Seller: (i) any judgment or order entered by any court or governmental body; (ii) any governmental statute, ordinance, code, rule or regulation; or (iii) any contract, agreement, or indenture.
 - f. **Litigation.** To Seller's knowledge, and except for any potential claims in connection with eviction actions against tenants in the ordinary course of business, there are no pending or threatened actions, suits, or proceedings against or affecting the Property or Seller by virtue of its ownership, management or operation of the Property, this Offer, or the transactions contemplated thereby that will bind or burden the Property after the Closing.



- g. Leases. There are no Leases that will affect the Property following Closing except for those explicitly permitted by this Offer or otherwise accepted by Buyer.
 - h. Encumbrances. To Seller's knowledge, there are no outstanding liabilities encumbering the Property which will not be paid at Closing.
 - i. Bankruptcy. Seller has not: (i) commenced a voluntary case with respect to it or its assets, or to Seller's knowledge had entered against it, a petition for relief under any federal bankruptcy act or similar petition, order, or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors; (ii) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets; or (iii) made a general assignment for the benefit of creditors.
 - j. Environmental Laws. As used in this Agreement, the term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process wastewater or otherwise relating to the environment, or hazardous substances. Except as may be disclosed in the disclosure materials provided by Seller to Buyer, (i) Seller is not a party to any litigation or administrative proceeding, nor is Seller subject to any judgment, decree, order or citation, nor is any litigation or administrative proceeding threatened against it, which in either case asserts or alleges the condition of the Property violated Environmental Laws, and Seller is required to clean up or take remedial or other response action due to the disposal, discharge or other release of any hazardous substances or materials by Seller either on, in or under the Property; (ii) Seller has no notice or knowledge that any person or entity has caused or permitted materials to be stored, treated, recycled or disposed of, under or at the Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws; (iii) Seller has no notice or knowledge of any tanks or other facilities on, under or at the Property which contained materials which, if known to be present in soils or groundwater, would require cleanup, removal or some other remedial action under Environmental Laws; and (iv) Seller has no notice or knowledge of any judgment, decree, order or citation relating to or arising out of any Environmental Laws and has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Laws, which relates to the Property.
6. Miscellaneous.
- a. Seller represents that the individuals signing this Offer and all other documents executed or to be executed pursuant to the Offer on behalf of Seller are, and shall be, duly authorized to sign on Seller's behalf and to bind Seller thereto. Buyer represents that the individuals signing this Offer and all other documents executed or to be executed pursuant to the Offer on behalf of Buyer are, and shall be, duly authorized to sign on Buyer's behalf and to bind Buyer thereto.
 - b. At the Closing, or thereafter if necessary, each party hereto shall, without cost or expense to the other party, execute and deliver to or cause to be executed and delivered to the other party, such further instruments of transfer and conveyance as may be reasonably requested and take such other action as a party may reasonably require to carry out more effectively the transactions contemplated herein. This section shall survive the Closing.
 - c. This Offer may be signed in counterparts, each of which upon execution and delivery as prescribed,



Addendum A

shall be deemed an original for all purposes.

- d. Seller acknowledges that Buyer owns a Licensed Real Estate Business Entity in the State of Wisconsin.

[Signature page follows.]



Addendum A

Authentisign <i>Jacqui Miller</i> 7/8/2021 9:48:03 AM CDT	07/08/2021
Buyer	Date
Buyer	Date
Seller	Date
Seller	Date

ITEM B: GXT5 – 5kVA, 208/120V

Line	Part Number	Description	Quantity	Net Price	Ext. Net price
2.0	Liebert GXT5				
2.1	GXT5-5000MVRT4UXLN	5kVA UPS w/ RDU101 (4 Post Rack Mounting Kit Included)	1	\$4,330.00	\$4,330.00
2.2	GXT5-EBC144VRT2U	External Battery Cabinet	1	\$780.00	\$780.00
2.3	PD5-004	Power Distribution POD **Multiple Configurations Available**	1	\$440.00	\$440.00
2.4	2UTELECOMRKIT	2 Post Rack Mount Kit	1	\$60.00	\$60.00
2.5	PAPGXT-5K6K	5 Year Extended Services (OPTIONAL)	1	\$1,310.00	\$1,310.00
Total Quoted Price - value for Purchase Order - Not including Freight Or Tax					USD \$6,920.00

2.0 Liebert GXT5

One (1) GXT5, Model GXT5-5000MVRT4UXLN, 5000 VA/5000 Watts Capacity, Nominal 208/120 or 240/120 VAC input and output - other voltages available.

System Features:

- True on-line design with PWM sine wave output
- Input PF correction with wide input voltage and frequency range for longer battery life
- Efficient three-stage charging technique and comprehensive discharging protection
- +/- 3% output voltage regulation
- Automatic restart after extended outages
- Input and output noise suppression
- Emergency fail safe bypass for mission-critical availability
- Configurable to operate at voltages of 200/208/220/230/240 VAC
- Automatic and manual battery test feature
- Microprocessor-based control and monitoring
- Full color, gravity-sensing, LCD display for user friendly operation with local monitoring and configuration of operational parameters
- Hardwire (L-L-N-G) input/output terminals, each with 40A circuit breakers
- Standard POD with maintenance bypass breaker
- RDU101 SNMP Networking card factory installed
- USB Port and Contact Closure Communications
- USB compatible Operating systems monitoring and GXT5 configuration program
- Intellislot Communications Port

- Battery start capability
- Extended run capability
- Three year warranty

System Accessories:

Each Liebert GXT5 ships with the following items:

- Liebert GXT5, Quick Installation Guide, Configuration Program
- USB Cable: one, 3.9 ft. (1.2m) long
- Plastic tower stand sets: 2 (four pieces)
- 4-Post Rack Mounting Kit
- Warnings and Safety Instructions booklet and WEEE recycling sheet (ISO 14001 compliance)

Liebert MicroPOD Products:

(1) PD5-004 - Power Output Distribution.

- Input: L14-30P
- Output: (4) L5-20R, (2) L5-30R

GXT5 Mounting Options:

- (1) Center-mount shelf for 19 inch wide telecom/relay racks. The 2UTELECOMRKIT contains two metal brackets which mount (1) GXT4 500 - 3000VA UPS or Battery Cabinet into a 19 inch Telecom Relay Rack. One kit must be used for each 2U product that is mounted. UPS and brackets fit into 2U of space. Mounting hardware must be supplied by the installer.

Power Assurance Package - Start-up and Emergency Service

One (1) Liebert Power Assurance Package for PAPGXT-5K6K consisting of:

- Full-service five (5) year contract term commencing upon the start-up date
- 100% parts coverage, including internal batteries, POD and web card
- 24-Hour Customer Resolution Center via 1-800-LIEBERT
- 100% labor and travel coverage 7 days/week, 24 hours/day
- Includes Rack construction, installation or re-configuration with UPS accessories
- Installation includes mounting and start-up of new UPS and internal batteries (excludes hard-wired applications)
- Services performed by factory trained technician
- Access to Liebert Customer Services Network On-Line Internet portal
- Please refer to the Scope of Work for additional details.

MEMO

To: Board of Education

From: Lindsay Ferry

Date: August 2, 2021

Re: August 2021 Director of Special Education and Pupil Services Report

Teaching and Learning:

Special Education: The special education team is heading into the 2021-22 school year with renewed hope and excitement for several new initiatives, including:

- Co-Teaching Learning and Implementation
- Literacy Roll-out K-5
- Sawyer Elementary School LEAP program
- Sunrise Elementary School Community-Based Instruction
- TJ Walker Middle School/Sturgeon Bay High School: Language Live Reading intervention Implementation

With the addition of three new staff members, as well as several support staff members, the team will restructure itself to provide greater opportunities for professional development, training, and mentoring.

In an effort to provide current practices in the least restrictive environment, the special education team has been updating teaching associate positions across the school district. The Teaching Associate document has been included in the board packet. Over the course of the 2020-21 school year, a total of 7.5 special education teaching associate positions have either been moved (to regular education), or eliminated due to attrition. With the flexibility of decreased positions, these funds will be reutilized for staff development and student learning within the community.

School Psychologist: With the addition of a new School Psychologist, the special education team is reevaluating the effectiveness of its current assessments/evaluations. Seth Carreno will focus on renewing subscriptions, acquiring evidenced-based assessments, and adhering to new DPI guidelines in evaluating

students with disabilities. In addition, Seth will work to systematize the district's PBIS structure and data collection procedures.

Pupil Services Team: The Pupil Services Team is heading into the 2021-22 school year with a greater focus on the following:

- Restorative Practices
- Academic Support
- Character Education/Classroom Instruction
- Section 504 SEEDS/ADAPT purchase and implementation

Community Engagement: Let's Go Door County has selected the Sturgeon Bay Special Education Team as recipients of the Amoco Fuel Fundraiser during the week of August 29-September 3. Please visit Amoco and purchase fuel at the pump labeled Sturgeon Bay Special Education Team!

Meetings/Workshops:

Recent and Upcoming meetings include the following:

- SEEDS/ADAPT: New system to log Section 504 plans Webinar 8/3/2021
- SEEDS Review: 8/5/2021
- Early Childhood Webinar with DPI 8/10/2021
- CPI-Nonviolent Crisis Intervention 8/16/2021 and 8/23/2021
- New Teacher Orientation 8/17/21-8/19/21
- CoTeaching Professional Development 8/20/2021
- Teacher Inservice Training 8/24/2021-8/31/2021

TA Summary
20/21 School Year to 21/22 School Year

Staff	Position 2020-21	Movement	Position 2021-22
Steph Volz	Sped TA Sunset	Moved to Reg. Ed.	Sawyer Reg. Ed.
Alejandra Lopez	Sped TA Sunrise	Resigned	Will not replace
Amanda McCauley	Sped TA Sunset	Moved to Reg. Ed./Resigned	Reg. Ed. will replace
Karlee Bertrand	Sped TA Sunset	Resigned	Sped Replace
Moi Zahler	Sped TA Sawyer	Moved to Reg. Ed. EL TA	Sawyer EL TA
Erin Hemminger	Sped TA Sunrise	Moved to part-time food service	½ Food Service/ ½ Sped
Maggie Stover	Sped TA Sunrise	Will stay at Sunrise as Sped TA	Will retire in November 2021-will not replace
Terri Van Leishout	Sped TA Sunrise	Moved to Reg Ed. TA	Sunrise Reg. Ed. TA
Phil Krueger	Sped TA Sunrise	Resigned	Sped Replace
Rachel Miller	Sped TA MS	Resigned	Will not replace

Summary:

- ❖ Sped had **34 TA's** during the 2020-21 school year
- ❖ Sped will have **26.5 TA's** during the 2021-22 school year (*one retirement 11/21)

Sturgeon Bay School District

Annual Notice

Notice to Parents and Individuals Required to Make Referrals

Upon request, the Sturgeon Bay School District is required to evaluate a child for eligibility for special education services. A request for evaluation is known as a referral. When the district receives a referral, the district will appoint an Individualized Education Program (IEP) team to determine if the child has a disability, and if the child needs special education services as a result. The district locates, identifies, and evaluates all children with disabilities who are enrolled by their parents in private (including religious) schools, elementary schools, and secondary schools located in the school district.

A physician, nurse, psychologist, social worker, or administrator of a social agency who reasonably believes a child brought to him or her for services is a child with a disability has a legal duty to refer the child, including a homeless child, to the school district in which the child resides. Before referring the child, the person making the referral must inform the child's parents that the referral is being made.

Others, including parents, who reasonably believe a child is a child with a disability, may also refer the child, including a homeless child, to the school district in which the child resides.

Referrals must be in writing and include the reason why the person believes the child is a child with a disability. A referral may be made by contacting:

Lindsay Ferry, Director of Special Education, Sturgeon Bay School District, at 920.746.2804, or by writing her at 1240 Michigan Sturgeon Bay, WI 54235.

Sturgeon Bay School District
NOTICE OF CHILD FIND ACTIVITIES
AND
CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION OBTAINED THROUGH CHILD FIND ACTIVITIES
2021/22

The Sturgeon Bay School District is required to locate, identify, and evaluate all children, with disabilities, including children with disabilities attending private schools located in the Sturgeon Bay School District, and homeless children. The process of locating, identifying, and evaluating children with disabilities is known as Child Find.

SCREENINGS

The District conducts developmental screening of preschool children throughout the school year with a focus on 2 annual district wide screenings of 3-5 year-olds. The information from screening is used to determine whether a child should be evaluated for a suspected disability. When school staff believes a child might be a child with a disability, they refer the child for evaluation by a district Individualized Education Program (IEP) team. Upon request, the School District will screen any resident child who has not graduated from high school to determine whether a special education referral is appropriate. A request may be made by contacting Sharon Sanderson, Director of Pupil Services/Special Education, at 920-746-2804 or by writing to her at 1230 Michigan St, Sturgeon Bay, WI 54235.

REFERRALS

Upon request, the Sturgeon Bay School District is required to evaluate a child for eligibility for special education services. A request for evaluation is known as a referral. When the district receives a referral, the district will appoint an Individualized Education Program (IEP) team to determine if the child has a disability, and if the child needs special education services. The district locates, identifies, and evaluates all children with disabilities who are enrolled by their parents in private (including religious) schools, elementary schools and secondary schools located in the school district. A physician, nurse, psychologist, social worker, or administrator of a social agency who reasonably believes a child brought to him or her for services is a child with a disability has a legal duty to refer the child, including a homeless child, to the school district in which the child resides. Before referring the child, the person making the referral must inform the child's parent that the referral will be made. Others, including parents, who reasonably believe a child is a child with a disability, may also refer the child, including a homeless child, to the school district in which the child resides. Referrals must be in writing and include the reason why the person believes the child is a child with a disability. Persons considering making a referral are encouraged to contact the district's school psychologist or director of special education to review concerns/questions. A referral may be made by contacting the school psychologist or director of special education. Robert Myers, School psychologist can be contacted at 920-746-5811. Sharon Sanderson, Director of Pupil Services/Special Education, can be contacted at 920-746-2804 or by writing to her at 1230 Michigan St, Sturgeon Bay, WI 54235

This notice also informs parents of the records the School District will develop and maintain as part of its child find activities and informs parents of their rights regarding any records developed.

The school district gathers personally identifiable information on any child who participates in child find activities. Parents, teachers, and other professionals provide information to the school related to the child's academic performance, behavior, and health. This information is used to determine whether the child needs special education services. Personally identifiable information directly related to a child and maintained by the school is a pupil record. Pupil records include records maintained in any way including, but not limited to, computer storage media, video and audiotape, film, microfilm, and microfiche. Records maintained for personal use by a teacher and not available to others and records available only to persons involved in the psychological treatment of a child are **not** pupil records.

The school district maintains several classes of pupil records.

- "Progress records" include grades, courses the child has taken, the child's attendance record, immunization records, required lead screening records, and records of school extra-curricular activities. Progress records must be maintained for at least five years after the child ceases to be enrolled.
- "Behavioral records" include such records as psychological tests, personality evaluations, records of conversations, written statements relating specifically to the pupil's behavior, tests relating specifically to achievement or measurement of ability, physical health records other than immunization and lead screening records, law enforcement officers' records, and other pupil records that are not "progress records." Law enforcement officers' records are maintained separately from other pupil records. Behavioral records may be maintained for no longer than one year after the child graduates or otherwise ceases to be enrolled, unless the parent specifies in writing that the records may be maintained for a longer period of time. The school district informs parents when pupil records are no

longer needed to provide special education. At the request of the child's parents, the school district destroys the information that is no longer needed.

- "Directory data" includes the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, photographs, degrees and awards received, and the name of the school most recently previously attended by the student.
- "Pupil physical health records" include basic health information about a pupil, including the pupil's immunization records, an emergency medical card, a log of first aid and medicine administered to the pupil, an athletic permit card, a record concerning the pupil's ability to participate in an education program, any required lead screening records, the results of any routine screening test, such as for hearing, vision or scoliosis, and any follow-up to the test, and any other basic health information, as determined by the state superintendent. Any pupil record relating to a pupil's physical health that is not a pupil physical health record is treated as a patient health care record under sections 146.81 to 146.84, Wisconsin Statutes. Any pupil record concerning HIV testing is treated as provided under section 252.15, Wisconsin Statutes.

The Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), and section 118.125, Wisconsin Statutes, afford parents and students over 18 years of age ("eligible students") the following rights with respect to education records:

- **The right to inspect and review the student's education records within 45 days of receipt of the request.** Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected. The school district will comply with the request without unnecessary delay and before any meeting about an individualized education program, or any due process hearing, and in no case more than 45 days after the request has been made. If any record includes information on more than one child, the parents of those children have the right to inspect and review only the information about their child or to be informed of that specific information. Upon request, the school district will give a parent or eligible student a copy of the progress records and a copy of the behavioral records. Upon request, the school district will give the parent or eligible student a list of the types and locations of education records collected, maintained, or used by the district for special education. The school district will respond to reasonable requests for explanations and interpretations of the records. A representative of the parent may inspect and review the records.
- **The right to request the amendment of the student's education records that the parent or eligible student believes is inaccurate or misleading.** Parents or eligible students may ask [Name of] School District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the district decides not to amend the record, the district will notify the parent or eligible student of the decision and the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
- **The right to consent to disclosures of personally identifiable information in the student's education records, except to the extent that federal and state law authorize disclosure without consent.** The exceptions are stated in 34 CFR 99.31, Family Educational Rights and Privacy Act regulations; Sec. 9528, PL107-110, No Child Left Behind Act of 2001; and section 118.125(2)(a) to (m) and sub. (2m), Wisconsin Statutes. One exception that permits disclosure without consent is disclosures to school officials with legitimate educational interests. A school official is a person employed by the district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the district has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the district discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. Also the district discloses "directory data" without consent, unless the parent notifies the district that it may not be released without prior parental consent.
- **The right to file a complaint with the U. S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA.** The name and address of the Office that administers FERPA is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, DC 20202-4605.

Sturgeon Bay School District
CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
OBTAINED THROUGH CHILD FIND ACTIVITIES

The Sturgeon Bay School District is required to locate, identify, and evaluate all children, with disabilities, including children with disabilities attending private schools in the school district, and homeless children. The process of locating, identifying, and evaluating children with disabilities is known as child find. This agency conducts the following child find activities each year, [describe the public agency's child find activities]. This notice informs parents of the records the school district will develop and maintain as part of its child find activities. This notice also informs parents of their rights regarding any records developed.

The school district gathers personally identifiable information on any child who participates in child find activities. Parents, teachers, and other professionals provide information to the school related to the child's academic performance, behavior, and health. This information is used to determine whether the child needs special education services. Personally identifiable information directly related to a child and maintained by the school is a pupil record. Pupil records include records maintained in any way including, but not limited to, computer storage media, video and audiotape, film, microfilm, and microfiche. Records maintained for personal use by a teacher and not available to others and records available only to persons involved in the psychological treatment of a child are **not** pupil records.

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individualized education program, or any due process hearing, and in no case more than 45 days after the request has been made. If any record includes information on more than one child, the parents of those children have the right to inspect and review only the information about their child or to be informed of that specific information. Upon request, the school district will give a parent or eligible student a copy of the progress records and a copy of the behavioral records. Upon request, the school district will give the parent or eligible student a list of the types and locations of education records collected, maintained, or used by the district for special education. The school district will respond to reasonable requests for explanations and interpretations of the records. A representative of the parent may inspect and review the records.

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Sturgeon Bay School District

Annual Notice

Homeless Children and Youth

The McKinney-Vento Act defines homelessness children and youth as:

- Children and youth who lack a fixed, regular and adequate nighttime residence, and includes children and youth who are:
 - Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason.
 - Living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations.
 - Living in emergency or transitional shelters.
 - Abandoned in hospitals
 - Living in primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
 - Living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and;
 - Migratory children who qualify as homeless because the children are living in circumstances described above.

If you are personally aware of, or are acquainted with any children or youth who may qualify according to the above criteria, the Sturgeon Bay School District provides the following assurances to parents and guardians for homeless children and youth and unaccompanied homeless youth:

- The child or youth shall be immediately enrolled and allowed to fully participate in school, even if unable to produce records normally required for enrollment (e.g., academic records, immunization and other health records, proof of residency, or other documentation) or has missed application or enrollment deadlines during any period of homelessness.
- Homeless children and youths are not stigmatized or segregated on the basis of their status as homeless and have full and equal educational and related opportunities.
- Meaningful enrollment and transportation to the school of origin. "School of Origin" means the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including a preschool.
- Written explanation of any decisions related to school selection or enrollment made by the school, the local education agency, or the State educational agency involved, including the rights of the parent, guardian, or unaccompanied youth to appeal and receive prompt resolution of such decisions.

Please contact Lindsay Ferry, homeless liaison for the Sturgeon Bay School District, at (920).746.2804 or lferry@sbsdmail.net for additional information about the rights and services described above.

INFORMATION FOR PARENTS



IF YOUR FAMILY LIVES IN ANY OF THE FOLLOWING SITUATIONS:

In a shelter



In a motel or campground due to the lack of an alternative adequate accommodation



In a car, park, abandoned building, or bus or train station



Doubled up with other people due to loss of housing or economic hardship

*Your school-age children may qualify for certain rights and protections under the
federal McKinney-Vento Act.*

Your eligible children have the right to:

- Receive a free, appropriate public education.
- Enroll in school immediately, even if lacking documents normally required for enrollment.
- Enroll in school and attend classes while the school gathers needed documents.
- Enroll in the local school; or continue attending their school of origin (the school they attended when permanently housed or the school in which they were last enrolled), if that is your preference.
 - * If the school district believes that the school you select is not in the best interest of your children, then the district must provide you with a written explanation of its position and inform you of your right to appeal its decision.
- Receive transportation to and from the school of origin, if you request this.
- Receive educational services comparable to those provided to other students, according to your children's needs.

If you believe your children may be eligible, contact the local liaison to find out what services and supports may be available. There also may be supports available for your preschool-age children.



Local Liaison

LINDSAY FERRY

State Coordinator

If you need further assistance with your children's educational needs,
contact the National Center for Homeless Education:

1-800-308-2145 * homeless@serve.org * <http://nche.ed.gov>

2021-2022 Strategic Action Plan & Priorities

DRAFT—Revised 5/27/2021

These three areas and identified priorities are from ongoing work which originated at the 2017 Annual Board of Education and Administrative Team Retreat. The strategic action plan process is intended to provide clarity through annual priority areas, give us targeted items to monitor throughout the year, and provide a document for annual review so adjustments can be made for the following year.

Teaching & Learning

- **4K-12 Literacy Growth**
 - *4K-5 Foundations of Reading focus with professional development from Dr. Nell Thompson*
 - *6-8 Literacy Instruction and Intervention with Language Live in select small group settings, and guidance from Dr. Nell Thompson's "Quick wins"*
 - *9-12 Literacy Instruction and Intervention with adapted grade 9-10 ELA course, Language Live in select small group settings, and guidance from Dr. Nell Thompson's "Quick wins"*
- **Utilize DuFour's guiding questions to challenge and support "every student every day"—focusing on the PLC questions to continue to guide our work.**
 - *What do we want our students to learn? How will we know? How will we respond if they did not learn it OR have already demonstrated proficiency?*
 - *Implement Co-Teaching Model in select 4K-12 classrooms.*
 - *Continue use of unit planning templates; begin to utilize lesson planning template in support of Co-Teaching Model.*
- **Quality instructional practices & technology integration**
 - *How can I build my virtual teaching/learning skills? Consider engagement, technology integration, Digital Citizenship, and more.*
 - *Moving beyond navigating the pandemic. – Engage students in a technology-enabled, data-driven, digital learning environment as well as offer enhanced virtual course opportunities.*

Community Engagement

- Update and engage stakeholders regarding the educational programming operational referendum that goes to the voters in April 2022.
- Update and engage stakeholders regarding appropriate aspects of the capital referendum project.

Finance, Facilities, & Operations

- Continue the short and long-term budget planning process as part of the operational referendum cycle in order to continue the educational programming and appropriate staffing the community has come to expect.
- Continue the comprehensive facility process we began in 2019 that the community supported through the April 2020 capital referendum and complete the construction process that resulted.
- Attract and retain quality staff by supporting growth, continual improvement, and leadership, as well as continuing to develop a compensation strategy which includes but is not limited to salary, health insurance, wellness, and a sustainable approach to post-employment benefits.
- *Note: Navigate reopening procedures for the 2021-2022 school year, as needed.*



School District of Sturgeon Bay

1230 Michigan Street

Sturgeon Bay, Wisconsin 54235-1498

Phone: 920.746.2800 • Fax: 920.746.3888 • www.sturbay.k12.wi.us

Dan Tjernagel
Superintendent

dtjernagel@sturbay.k12.wi.us

August 18, 2021 Board of Education Meeting Superintendent Report

Prepared by Dan Tjernagel, Superintendent of Schools

Prepared for the meeting packet on August 10, 2021; Additional updates may be added later in section 4

1. Teaching & Learning

- a. **In-service Review** – New Teacher in-service is from August 17-19 and will be held at Crossroads since we don't have formal occupancy yet at SBHS. We expect occupancy at the elementary buildings early to mid-week depending on the building.

Regular in-service is from August 24-26 and August 31 prior to school beginning on September 1. While regular in-service is typically three days, we added a fourth in the calendar for this year due to having 179 days of school (rather than the usual 180) and the extra time in August between professional development needs and time to prepare classrooms with the all the construction

- b. **Administrative Team Meetings** – The team is meeting August 11 and August 18 to continue to work through the usual combination of questions and developments, although the combination of staffing changes, construction, and societal COVID uncertainty are making these August days even more challenges than usual.

2. Community Engagement

- a. **DCEDC Board** - The monthly DCEDC Board meeting is Monday, August 16.
- b. **YMCA Board meetings** – The regular monthly YMCA Board meeting is Thursday, August 12.
- c. **Public Health, DCMC, and Door County School District Meeting** – The group held meetings July 13 and July 22. The next meeting is scheduled for the morning of August 17, the day before our school board meeting.
- d. **County DEI Community Initiative Meeting #2** – As follow up to the County Board's resolution in the past year about diversity and inclusion in Door County, County Administrator Ken Pabich assembled a group of county leaders over the summer. Our first meeting was June 22 at the ADRC and the next meeting is August 31 at the public library. No formal actions have been taken, but at least so far it has been more about making aconnections between the entities and sharing practices each entity has in place. For example, I shared the fact that our Board looked at the WASB Equity statement and guiding questions and that our Board supported a small work group getting off the ground in the district.

- e. **School Perceptions Process** – I will share a draft of a four-page community survey with the board in our budget planning work session and the board can plan to look at it further in the September 1 learning session. We'll want to finalize the survey late that week so printing arrangements can be made. If it is out to residents in mid to late September, feedback can be gathering by late October and put together in time for the Board to consider it at the November learning session. In addition to asking for feedback around the operational referendum, educational components around the capital referendum, city reassessment, and state budget are planned. Stay tuned.

3. **Finance, Facilities, & Operations**

- a. **Capital Project Update** –Regular construction-related meetings with the Miron and EUA teams occur every other Tuesday morning, with additional special meetings in between.
- b. **Neola Board Policy Updates** –
- Update 29.2 is next. Ann, Jean, and I had met on January 12, but I have not been able to prioritize the follow up with staff and legal counsel needed on a portion of the policies.
 - There is also an Edgar 2.0 update to have Jake and the Business review before seeing what may need Board attention.
 - Update 30.1 would then be the next set of revisions.
- c. **Compensation related items** – As discussed in the June 2 learning session and summarized for all staff in my June 3 email update, the Board will assemble a work group to move forward on things in the fall. I have added seven “placeholder” dates for work group sessions, although once the make-up of the work group is known we can customize meeting dates and times as desired by the board members.

In the meantime, Jake and I have been in communication with our point person at M3 as a consultant who can not only help the group and board as a whole through the process, but prepare some scenarios based on the discussion faculty reps, admin team reps, and board member reps have had to date. The various philosophical discussions combined with the desired clarity as work done by people who have attended meetings (such as the sample a staff member created with a “vesting schedule”) should be able to move this forward after all these years.

4. **Additional Items and/or Updates** *(added after I submitted my report for the Board packet)*