

**GERMANTOWN SCHOOL DISTRICT  
NOTICE OF BOARD OF EDUCATION MEETING**

**District Administrative Offices - Board Room  
N104 W13840 Donges Bay Road  
Germantown, WI 53022**

**October 9, 2017  
7:00 p.m.**

**AGENDA**

- I. Meeting Called to Order and Pledge of Allegiance
  - A. Official Meeting Notification
  - B. Roll Call
- II. Approval of Agenda
- III. Citizen Comments:

Community Members are invited to share their questions, comments, or concerns with the School Board. When speaking, citizens should state their name for the record. The presentation time frame shall be determined by the Board President once an indication of the number of people wishing to speak is made. Wisconsin law authorizes the school board to receive information from members of the public. Where possible, the Board will answer factual questions immediately or may provide a written response if information is not available. If a response would involve discussion of Board Policy or decisions which might be of interest to citizens not present at the meeting, the Board may place the item on a future meeting agenda. **Comments which may be injurious to school district personnel or other individuals will not be allowed.**
- IV. Approval of Minutes
  - A. September 25, 2017 Board of Education
  - B. September 25, 2017 Budget/Annual Meeting
- V. Correspondence, Reports, and Information Items
  - A. Student Representative Report
  - B. Enrollment Report
  - C. PEAK Professional Development Update
  - D. Kennedy Middle School Update
- VI. Personnel Committee
  - A. Discussion and action to approve employee handbooks.
  - B. Update on remaining items discussed at October 9, 2017 committee meeting.
- VII. Building Committee
  - A. Update on items discussed at October 9, 2017 committee meeting.
- VIII. New Business
  - A. Discussion and action to approve donations.
  - B. Discussion and possible action to approve Youth Options requests.

- C. Discussion and possible action to approve Destination Imagination site and team managers.
  - D. Discussion and possible action to approve summer school 2018.
  - E. Discussion and action to approve facility use fee waiver request.
  - F. Discussion and action to approve GWAVA renewal agreement.
  - G. Discussion and action to approve high school choir overnight travel request.
  - H. Discussion and action to approve high school student London/Paris travel request.
  - I. Discussion and action to approve timetable for the sale of the District's Donges Bay Rd. property (adjacent to Kinderberg Park) to potential landsite developers.
  - J. Discussion and action to approve teacher contracts.
- IX. Closed Session: The Board will enter into closed session pursuant to Section 19.85(1)(f) and Section 19.85(1)(g).
- A. Approval of September 25, 2017 closed session meeting minutes.
  - B. Discussion regarding employee matters.
- X. Adjourn

**GERMANTOWN SCHOOL DISTRICT**  
**GERMANTOWN, WISCONSIN 53022**  
**MINUTES OF THE BOARD OF EDUCATION**  
**September 25, 2017**

1. The meeting of the Board of Education was called to order with the Pledge of Allegiance by Board President Bob Soderberg in the Kennedy Middle School Gold Activity Center at 8:00 p.m. District Administrator Jeff Holmes read the official meeting notification. Roll call: Soderberg – yes, Medved – yes, Loth – yes, Borden – yes, Barney – yes, Larson – yes, Spies – absent (excused).
2. Motion by Larson, second by Loth to approve the agenda. Motion carried.
3. Motion by Larson, second by Barney to approve the September 11, 2017 Board meeting minutes. Motion carried (Medved – abstain).
4. Director of Pupil Services Todd Lamb presented a Special Education report including job duties and functions of the district Transition Coordinator.
5. Director of Teaching and Learning Brenda O'Brien informed the Board that due to a decrease in use, Dreambox Learning online math program site licenses will not be renewed for 2017-2018 and that alternative site licensing options will be investigated for next year to reduce costs.
6. Recommendation from Insurance Committee to provide a multi-offering health insurance benefit plan (3-tier funding) to eligible employees from United Health Care for the period effective January 1, 2018 through December 31, 2018.  
  
Motion by Larson, second by Barney to amend the motion to reflect correct figures on Option 3 (Without Wellness Participation) of 21.60% Employee Monthly cost and 79.40% Employer Cost.  
  
Vote on original amended recommendation carried.
7. Recommendation from Insurance Committee to renew dental and vision insurances with Delta Dental for the period effective January 1, 2018 through December 31, 2018. Motion carried.
8. Insurance Committee Chair Tom Barney updated the Board on additional items discussed in Insurance Committee including upcoming wellness participation and activities.
9. Jeff Holmes informed the Board that the Policy Committee had met to discuss a Pupil Rights and Equity Policy with a focus on transgender students. The Policy Committee decided to engage legal counsel to form the language of the policy which will begin in the next month to have ready for approval at the first or second Board meeting in November.
10. Finance Committee Chair Michael Loth informed the Board that discussion regarding GWAVA email support and licensing renewal was tabled for further information and updated the Board on additional items discussed including costing of referendum items as well as funding and financing options.

11. The Board discussed the potential for leasing property adjacent to the high school for CD Smith equipment and construction parking and the possibility of future acquisition to alleviate parking problems at the high school. Discussion was tabled until more information can be gathered with input from CD Smith.
12. Motion by Larson, second by Barney to approve the purchase of middle school Literature Circle books at a total cost of \$1,625.25. Motion carried.
13. Motion by Barney, second by Borden to approve the travel request for four teachers to travel to attend a middle school math conference in New Mexico, March 1-3, 2018 with all funding paid through Federal Title II dollars except for meals. Motion carried.
14. Motion by Larson, second by Barney to enter into closed session pursuant to Section 19.85(1)(f) and Section 19.85(1)(g). Motion carried.
15. The Board entered into closed session at 8:43 p.m. and did not return to open session, adjourning at 9:17 p.m.

Jayne Borst  
Recording Secretary

---

Lester Spies  
School Board Clerk

**GERMANTOWN SCHOOL DISTRICT  
MINUTES OF THE BUDGET HEARING AND  
ANNUAL SCHOOL BOARD MEETING  
September 25, 2017**

**BUDGET HEARING**

The Budget Hearing was called to order by Board President Robert Soderberg at 7:00 p.m. in the Kennedy Middle School Gold Activity Center. Board President Soderberg and Board of Education members introduced themselves and Director of Business Ric Ericksen and Superintendent of Schools Jeff Holmes, who introduced all district administration and staff in attendance.

Superintendent Holmes read the official meeting notification.

Roll Call: Soderberg – yes, Medved – yes, Loth – yes, Borden – yes, Barney – yes, Larson – yes. Board member Spies – absent (excused).

Ric Ericksen presented the Energy Exemption and Debt Notification as required in Act 32 and then presented the 2017-2018 budget.

Board President Soderberg declared the Budget Hearing adjourned at 7:18 p.m.

**ANNUAL MEETING**

The Annual Meeting of the Germantown School District was called to order by Board President Robert Soderberg at 7:30 p.m. in the Kennedy Middle School Gold Activity Center with the Pledge of Allegiance. Board President Soderberg and the Board of Education introduced themselves. Board President Soderberg introduced Director of Business Ric Ericksen and District Administrator Jeff Holmes who invited all district administration and staff present to introduce themselves as well.

Superintendent Holmes read the official meeting notification.

Roll Call: Soderberg – yes, Medved – yes, Loth – yes, Borden – yes, Barney – yes, Spies – yes, Larson – yes.

Motion by Sarah Larson, second by Jeff Holmes to elect Board President Robert Soderberg as the chairperson of the Annual Meeting. Motion carried unanimously.

District Administrator Jeff Holmes presented the State of the District report.

Board President Bob Soderberg welcomed staff, students, parents, and residents of the communities within the Germantown School District and presented the Report of the Board of Education.

Director of Business and Auxiliary Operations Richard Ericksen presented the Treasurer's Report of Fund 10 - General fund, reviewed actual financial figures from 2016-2017, and reviewed the 2017-2018 budget and Annual Meeting document that was mailed to school district residents prior to the meeting.

RESOLUTION G1: VOTE A TAX FOR THE CAPITAL PROJECTS FUND (FUND 41) IN THE AMOUNT OF \$325,000 FOR THE PURPOSE OF FINANCING, REMODELING, REPAIR AND IMPROVEMENT AT VARIOUS DISTRICT BUILDINGS AND SITES THROUGHOUT THE DISTRICT.

Motion by Todd Lamb, second by Tom Barney, NOW, THEREFORE, BE IT RESOLVED by the electors of the Germantown School District, Washington County, State of Wisconsin, that a tax be levied in the amount of \$325,000 to maintain a capital improvements fund for the purpose of financing, remodeling, repair and improvement projects at various district buildings and sites. Motion carried by voice vote.

RESOLUTION G2: VOTE A TAX IN THE AMOUNT OF \$90,000 FOR THE PURPOSE OF OPERATING A COMMUNITY SERVICES FUND (FUND 80).

Motion by Brenda O'Brien, second by Sarah Larson, NOW THEREFORE BE IT RESOLVED by the electors of the Germantown School District, Washington County, State of Wisconsin, that a tax be levied in the amount of \$90,000 to operate a community services fund for the purpose of offsetting costs associated with general community use of the districts' buildings and sites. Motion carried by voice vote.

RESOLUTION G3: AUTHORIZE A TAX LEVY FOR THE 2017/2018 SCHOOL YEAR

Motion by Todd Lamb, second by Sarah Larson, NOW, THEREFORE, BE IT RESOLVED by the electors of the Germantown School District, Washington County, State of Wisconsin, that a school tax be assessed against all taxable property within the Germantown School District in the sum of \$31,102,391 necessary to operate and maintain the district school system and to finance the recommended general operating fund, the debt service funds (*including the energy exemption non-referendum and referendum debt levies*), the capital expansion fund, the community service fund, and all obligations for the 2017/2018 school year. Motion carried by voice vote.

RESOLUTION G4: AUTHORIZE THE BOARD OF EDUCATION TO BUY, SELL, OR LEASE DISTRICT OWNED PROPERTY

Motion by Brenda O'Brien, second by Sarah Larson, NOW, THEREFORE, BE IT RESOLVED that the electors of the Germantown School District, Washington County, State of Wisconsin, authorizes the school board to buy, sell, or lease property owned by the district that is no longer needed for district educational purposes. Motion carried by voice vote.

**RESOLUTION G5: APPROVE SALARIES AND EXPENSE REIMBURSEMENT OF SCHOOL BOARD MEMBERS**

Motion by Todd Lamb, second by Sarah Larson, NOW, THEREFORE, BE IT RESOLVED that the electors of the Germantown School District, Washington County, State of Wisconsin, that the yearly School Board salaries, as established at the September 26, 2017 School District Annual Meeting for the period of July 1, 2017 through June 30, 2018, should be as follows: President \$ 5,000, Vice President \$5,000, Treasurer \$5,000, Clerk \$5,000, Other Board Members \$5,000. Be it further resolved that the board members be paid \$40.00 for full-day special functions outside of the district and for the annual tour of the schools, and \$20.00 for half-day special functions or evening functions outside of the district. Out-of-district mileage shall be reimbursed at the current IRS per mile rate. Reimbursement shall be made for other actual necessary expenses (meals, lodging, etc.). Motion carried by voice vote.

**RESOLUTION G6: AUTHORIZE THE SCHOOL BOARD TO ESTABLISH THE ANNUAL MEETING DATE AND LOCATION FOR 2018**

Motion by Brenda O'Briend, second by Sarah Larson, NOW, THEREFORE, BE IT RESOLVED that the electors of the Germantown School District, Washington County, State of Wisconsin, authorize the Germantown Board of Education to establish the date and place for the 2017/2018 Annual Meeting with the Annual Meeting starting at 7:30 p.m., excluding the evening of the first school day of the 2018/2019 school year. Motion carried by voice vote.

Motion by Larson, second by Barney to adjourn. Motion carried.

Chairperson Robert Soderberg thanked staff and members of the public for attending and declared the 2017-2018 Annual Meeting adjourned at 7:51 p.m.

Jayne Borst  
Recording Secretary

---

Lester Spies  
School District Clerk

ENROLLMENT 2017-18 (Revised 10/5/17)									
AMY BELLE (101)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2015-16	57 19/19/19 3	74 24/25/25 3	52 17/17/18 3	73 24/24/25 3	69 23/23/23 3	72 23/24/24 3	397		18
2016-17	66 22/22/22 3	64 21/21/22 3	80 20/20/20/20 4	64 21/21/22 3	81 27/27/27 3	70 23/23/24 3	425		19
2017-18	48 16/16/16 3	67 22/22/23 3	65 21/22/22 3	85 21/21/21/22 4	67 22/22/23 3	81 27/27/27 4	413		20
COUNTY LINE (102)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2015-16	70 22/23/25 3	89 22/22/22/23 4	78 19/19/20/20 4	74 18/18/19/19 4	93 23/23/23/24 4	92 22/23/23/24 4	496		23
2016-17	78 20/19/20/19 4	68 *22/23/23 3	85 21/21/21/22 4	76 19/19/19/19 4	70 23/23/24 3	97 24/24/24/25 4	474		22
2017-18	65 4 3	82 20/20/21/21 4	71 23/24/24 3	90 22/22/23/23 4	77 25/26/26 3	72 24/24/24 3	457		20
MAC ARTHUR (103)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2015-16	64 21/21/22 3	60 20/20/20 3	50 16/17/17 3	68 22/23/23 3	69 23/23/23 3	70 23/23/24 3	381		18
2016-17	41 21/20 2	62 21/20/23 3	65 22/22/21 3	54 17/18/19 3	70 23/24/23 3	73 24/24/25 3	365		17
2017-18	62 19/21/22 3	39 19/20 2	67 22/22/23 3	66 21/22/23 3	53 17/18/18 3	69 23/23/24 3	356		17
ROCKFIELD (104)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Incl. EC	
2015-16	37 18/19 2	55 18/18/19 3	43 21/22 2	66 22/22/22 3	49 24/25 2	63 21/21/21 3	313	313	
2016-17	58 19/19/20 3	44 22/22 2	58 19/19/20 3	46 23/23 2	68 22/23/23 3	54 27/27 2	328	328	
2017-18	53 17/18/18 3	65 21/22/22 3	43 21/22 2	59 19/20/20 3	52 26/26 2	70 23/23/24 3	342	342	
Totals by Grade	EC	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	TOTAL	EC
2015-16	42	228	278	223	281	280	297	1587	1629
2016-17	27	243	238	288	240	289	294	1592	1619
2017-18	21	228	253	246	300	249	292	1568	1589
Springsted Projections		233	249	255	264	272	278	1551	

KENNEDY MIDDLE SCHOOL (301)	Grade 6	Grade 7	Grade 8	KENNEDY TOTAL	GHS (401)	Grade 9	Grade 10	Grade 11	Grade 12	GHS TOTAL
2015-16	267 11 24.3	320 12 26.7	281 12 23.4	868 35	2015 - 16	342	344	360	365	1411
2016-17	311 12 25.9	268 11 24.4	324 12 27.0	903 35	2016 - 17	332 49	342	339	356	1369
2017-18	301 12 25.1	315 11 28.6	278 12 23.2	894 35	2017 - 18	358	334	342	351	1385
Springsted Projections	296	309	271	876		392	348	412	351	1503

DISTRICT ENROLLMENT TOTALS	
2012 - 13 DISTRICT ENROLLMENT TOTAL	3976
2013 - 14 DISTRICT ENROLLMENT TOTAL	3901
2014 - 15 DISTRICT ENROLLMENT TOTAL	3920
2015 - 16 DISTRICT ENROLLMENT TOTAL	3866
2016 - 17 DISTRICT ENROLLMENT TOTAL	3864
2017 - 18 District Enrollment Total	3847

ECH	
AB	6
CL	4
Mac	2
RK	9
In G'town Schools	21
Options	5
TOTAL	26
Pending	2



## GERMANTOWN SCHOOL DISTRICT

**TO:** All Board Members                      **TOPIC:** PEAK Feedback  
**FROM:** Brenda O'Brien                      **BOARD MEETING:** October 9, 2017  
**DATE:** October 2, 2017                      **AGENDA ITEM:** V.C.

Spence Rogers and Renee Brice from PEAK Learning Systems were in the district the week of September 4, 2017. Spence and Renee observed and held one-on-one conversations with 19 teachers. During the debriefs, teachers processed their "next steps" and strategies they want to implement moving forward. The following is a compilation of the feedback from teachers

*My next steps are 1) trying the Dice Game on pg. 308 of the "big book" for a review on Macromolecules and 2) looking into what 'Next Step Processing' is all about.*

*My next steps are repeating directions and having the kids repeat them three times to me. Also, the launch button is something that I am going into continue to work on.*

*From my observation and debrief with Spence, I was able to talk about some modifications to use with the Bridges [math] program to help my students start to analyze ideas/strategies and communicate them effectively during a gallery walk. Although I was nervous to have someone come observe the first couple weeks of school, I felt it went really well and it wasn't as scary as I thought.*

### ***Search and Rescue tips based on Renee's feedback:***

#### ***1. Multiple levels of "rescue"***

- A. folder with hints: for groups who have the ideas worked through*
- B. folder with complete solutions: for groups who need much more help*
- C. teacher discussion with groups: for groups who won't move on to other problems until theirs is figured out; to avoid having it look like you're just helping one group, circulate around to other groups as well.*

***2. Types of questions:*** *the number of questions is up to the teacher and depends on the levels of higher level thinking*

***3. Time to develop:*** *this is a time intensive activity to set up*

***4. Benefit:*** *It is important to get students out of their seats to process information*

***5. Completion:*** *the activity can be done if desired over a number of days for some time each day. In addition, the exact questions can be left up and have students repeat to gain speed in solving them.*

*I did enjoy talking with Renee. The information she shared was helpful and worthwhile. I had a couple of "a-ha" moments that afternoon in a different [math] class.*

*1) Renee suggested a word change. I had stated that partners should get together to look at the definitions they had written as the previous night's assignment. I also said that if one partner didn't have them written, they could "copy" from the other partner. Renee suggested using the word "share" their definitions. When using that word instead, my afternoon class turned to each other and read their definitions to each other. They were talking to each other instead of just laying the paper down and copying. Wonderful!*

*2) The other "a-ha" came with an example I used in class. The premise was that at one vertex, there were 3 different angles. In the class that Renee observed, I asked the kids to quietly (with fingers in front of their chest) show me how many angles they saw. Then, I called on one student to tell the class how many she saw. Renee suggested that I tell them, upfront, how many angles were at that vertex. Then, they needed to argue, confirm, prove this number to each other. Again, they were talking...about math. Nice!*

Spence and Renee met with all new teachers to the district and their mentors (26 staff members) for a full day of training. Feedback about this training is as follows:

Very Valuable	17
Quite Valuable	6
Slightly Valuable	0
Not Valuable at All	0

*Very valuable - It was a great refresher to start the school year. I plan to incorporate some of today's ideas into my growth plan.*

*Very valuable - It was good to reinforce current things we're going in the classroom and be exposed to new ideas, thoughts or concepts.*

*Very valuable - Excited to use more strategies - I was doing them wrong last year.  
Excellent idea for inviting mentors - we talk [about these concepts] in curriculum.*

*Quite valuable - There are many ideas that can make teaching more effective and students more engaged/successful. I will try to incorporate many of these tools, though there are a lot. There will be some learning on my part to use them.*

*Quite valuable - Lots of great ideas. I hope to include many of the activities. Great to get new teachers on board.*

During this new teacher/mentor training session, Spence spent some time processing with the group the following question.

*What if we teach and model to shift the focus from “done and graded” to “learning and celebrated” and from “work to finish” to “work for learning?”*

Five cohort groups of teachers met with Spence and Renee to learn more content-specific strategies to implement and ideas to develop - one 4th grade team, one 5th grade math group, one 8th grade middle school team, one high school science group, and one high school math group.

On Saturday, September 9 from 8am - noon, Spence met with nine staff members who processed specific strategies and important concepts to further their learning. The group discussed the importance of motivation, keeping students feeling safe, and having every student engaged in learning. The following statements are the participants' reflections.

*I'm taking away many things...tools, ideas to ponder, excitement! I've found more ways (tools) to incorporate Every, Every, Every into my daily lesson plans which is a key component to [learning]. I really look forward to our cohort meetings and other get-togethers we establish to help us grow as educators. We've been waiting (for years) to have these types of opportunities!*

*K-2 can incorporate strategies that will both help the children and the teacher. I need to reread my book to remind myself of the strategies and then identify my teaching challenges and try to “fix” them.*

*Excellent opportunity to have deeper discussions about many valuable tools and strategies. Going to add more 3 total directed learning to my 5<sup>th</sup> grade classroom.*

*Support cohort groups of teachers to continue learning how to keep students safe, learning, and feeling successful.*

*Ease up on myself. Increase my willingness to solely try 3 new strategies. Give myself permission to vacate the activity. Continue to strengthen my ability to be consistent/patient in strategy execution.*

*Foundation for Every, Every, Every*

- *Manage by time*
- *Stop calling on kids*
  - *“Make certain everyone around you...”*
- *Total directed-learning*
- *Vanishing content*

*So valuable!*

- *Ideas to move on: reviews that parallel assessments, discussion of those reviews for a few minutes before assessment*
- *Copy my teaching*
- *Learning support stations*
- *Still trying to wrap my head around everything and pick what I really want to focus on/start with!*

*Reflections from today: My favorite thing about today probably was the idea to do the best that I can today, but it's not good enough for tomorrow. And, to “do” humbly - I learned in Vail that I really know nothing and it was such a heavy burden lifted and I think that has given me more confidence than ever before.*

*Awesome chance to reflect on start of the year and how I'm going to go forward. 28/3 is always in back of my mind, so good to constantly review and talk. Thanks again! Always enjoy these times and keeps me motivated, too!*

Spence and Renee will be returning to the district in late January/early February to continue with similar types of professional development.

**RECOMMENDATION:** For information only.

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board of Education

**TOPIC:** Staff Handbooks

**FROM:** Michael Nowak

**BOARD MEETING:** October 9, 2017

**DATE:** October 4, 2017

**AGENDA ITEM:** VI.A.

An initial draft of the Staff Handbook was presented at a meeting of the Personnel Committee on July 24, 2017. Subsequently, we have completed an internal review and have made logistical revisions such as modifying links following the recommendation of the Personnel Committee on September 11, 2017. We would like to request official adoption. As previously mentioned to the committee, the Staff Handbook is organized with a main section for all employees and various supporting chapters for different employee groups.

**RECOMMENDATION:** Approve the Staff Handbook being presented for official adoption.

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** Board Members

**TOPIC:** Donations

**FROM:** Jeff Holmes

**BOARD MEETING:** October 9, 2017

**DATE:** October 4, 2017

**AGENDA ITEM:** VIII.A.

Please act on the donation requests described below. The Board of Education should consider acceptance of the donations in accordance with Board Policy 7230 – Gifts, Grants, and Bequests.

1. Accept the donation of three LCD projectors, three Apple tvs, and a router (value unknown) from Spence Rogers of PEAK Learning Systems to the Germantown School District.
2. Accept the donation of \$500 from Ayer Contractors Inc. to the high school boys cross country team for equipment.
3. Accept the donation of \$3,410 from First Bank Financial Centre to the high school boys soccer team for uniforms.
4. Accept the donation of \$750 from Cousins Subs to the high school POMS team for dresses.
5. Accept the donation of \$250 from the Nail Lounge LLC to the high school girls swim and dive team.
6. Accept the donation of \$250 from Drexel Building Supply to the high school girls swim and dive team.
7. Accept the donation of \$500 from Sendiks to the high school band as a donation for performing at the store.

**RECOMMENDATION:** Thank the donors for their generosity and approve the donations as listed.

## **GERMANTOWN SCHOOL DISTRICT**

<b>TO:</b>	Board Members	<b>TOPIC:</b>	Youth Options Request
<b>FROM:</b>	Brenda O'Brien	<b>BOARD MEETING:</b>	October 9, 2017
<b>DATE:</b>	October 2, 2017	<b>AGENDA ITEM:</b>	VIII.B.

Policy 2271 outlines the procedures for Youth Options, an opportunity for high school students to enroll in academic courses outside of their high school. The Germantown School District has one course request for twelve students to participate in the program for the spring semester of the 2017-2018 school year. Such requests need to be submitted by October 1 for enrollment in the spring semester.

Fourteen students submitted paperwork to attend either WCTC, MPTC, or MATC for Nursing Assistant, depending on the course availability. Currently, Germantown High School does not offer a similar course.

Erin Cherney, from MATC, is in the process of setting up a potential cohort group with these students for the spring semester. There is no cost benefit of having the cohort group as opposed to the individual Youth Options requests. The advantage of a cohort group would be that all students would be attending class together and would be participating in one of two clinical sites. If this could be a possibility, this option would be presented to the Board for possible course approval as a partnership between Germantown School District and Milwaukee Area Technical College (MATC).

The paperwork for these students was submitted on or before September 29, 2017.

**RECOMMENDATION:** Approve the Youth Options requests as presented.

**GERMANTOWN SCHOOL DISTRICT**

**TO:** All Board Members                      **TOPIC:** Team Manager Contracts

**FROM:** Brenda O'Brien                      **BOARD MEETING:** October 9, 2017

**DATE:** October 2, 2017                      **AGENDA ITEM:** VIII.C.

The list below is presented for approval of Site Managers and Team Manager contracts for Destination ImagiNation for the 2017-18 school year. Background checks have been completed for all those individuals listed.

Maureen Warnimont	MacArthur	\$250/\$1,392.60 site coordinator
Brenda Buss	MacArthur	\$83.33
Kari Schiereck	MacArthur	\$83.33
Amy Ankerson	MacArthur	\$83.33
Courtney Pederson	MacArthur	\$250
Katelyn Letourneau	MacArthur	\$250
Ann Dombroe	MacArthur	\$250
Michelle Hagopian	County Line	\$125/\$1,392.60 site coordinator
Nicki Zimmer	County Line	\$125
Ali Gattoni	County Line	\$250
Bruce Endlich	County Line	\$250
Tracy Parker	County Line	\$125
Danielle Ohm	County Line	\$125
Tim Kirkpatrick	KMS	\$125.00
Kathy Kannenberg	KMS	\$125.00/\$1,392.60 site coordinator
Brenda Kunz	KMS	\$125.00
Erin Jex	KMS	\$125.00
David Kazmierczak	KMS	\$125.00



Renee Bowerman	KMS	\$125.00
Niki Brandt	KMS	\$125.00
Damian Dunnigan	KMS	\$125.00
Linda Dreger	KMS/GHS	\$125.00/\$125
Dave Dreger	KMS/GHS	\$125.00/\$125
Stephanie Braun	Rockfield	\$696.30 site coordinator
Nancy Braidigan	Rockfield	\$696.30 site coordinator
Jill North	Amy Belle	\$1,392.60 site coordinator
Mary Bykowski	Germantown High School	\$1,392.60 site coordinator \$696.30 District coordinator
Dave Bykowski	Germantown High School	\$125
Pat Brown	Germantown High School	\$125
Jodi Stanisch	Germantown High School	\$250
Holly Hagen	Germantown High School	\$83.33
Eric Hagen	Germantown High School	\$83.33
David Schultz	Germantown High School	\$83.33
Joe Nemeth	Germantown High School	\$125
Susan Mahnke	Germantown High School	\$125

**RECOMMENDATION:** Approve the contracts for the 2017-18 Destination ImagiNation Site and Team Managers as presented.

## **GERMANTOWN SCHOOL DISTRICT**

**TO:** All Board Members

**TOPIC:** Summer School 2018

**FROM:** Brenda O'Brien

**BOARD MEETING:** October 9, 2017

**DATE:** October 2, 2017

**AGENDA ITEM:** VIII.D.

Don Erickson, Billie Jo Mohn, and Brenda O'Brien met with Josh Rooker from CD Smith to discuss Summer School 2018.

Proposal for Summer School 2018:

- Run the week-long sessions from Monday, June 4 through Friday, June 8, 2018
- Run the longer summer school courses from Monday, June 11 through Friday, July 6, 2018 (summer school would be Monday through Friday). There will be no classes on Wednesday, July 4.
- Continue to run 70 minute sessions beginning at 8:00am and ending at 11:40am.

Gardening will be at Rockfield. Jumping into Kindergarten and Learning in Motion PreK will be at MacArthur. The week long fishing course will also be at MacArthur. The credit recovery course will be at the high school.

All other courses will be at Kennedy Middle School in the Gold wing. We will also be able to use the blue gym, stage, and band room but will need to access them through the cafeteria. The other classrooms that will most likely be used are the Spanish room and health classroom. If the PE credit course for high school runs, that will be at Kennedy as well.

Due to renovations, we will not have access to a kitchen. Therefore, any courses that need large kitchen equipment (use of refrigerator, oven) will not run this year. We will look to replace those courses with new course offerings.

FTE Membership Update: In 2011, we reported 15 FTEs for Summer School. Each FTE equates to approximately \$13,000 in state aid over a three-year period. In 2017, we reported 34 FTEs, an increase of approximately \$247,000.

**RECOMMENDATION:** Approve the dates, times, and locations for summer school.

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** Facility Use FEE Waiver Request  
Milwaukee Chinese Community  
Center

**FROM:** Ric Ericksen                      **BOARD MEETING:** October 09, 2017

**DATE:** October 4, 2017                      **AGENDA ITEM:** VIII.E.

### **Recommendation:**

In accordance with Board policy the Board of Education must approve fee waivers for any outside group assigned to categories 3-6. Milwaukee Chinese Community Center (MCCC) is categorized in Priority Group 5. This category is defined as "*Non-profit groups .... that are not based in Germantown*".

The MCCC is requesting a fee waiver by way of the attached correspondence.

MCCC does charge a fee for either membership and/or participation.

The current rental fee is estimate for use from January to April (12 Thursdays) is equal to \$480.00.

MCCC has used our facilities in the past and haf been billed accordingly.

MCCC is in good operational and financial standings.

MCCC was granted a fee waiver the last two years.

The request letters from the MCCC are attached. The administration takes no position on this fee waiver request.

**RECOMMENDATION:** At the will of the Board.



**PO Box 664, Brookfield, WI 53008-0664**

September 27, 2017

Board of Education  
Germantown School District  
N104 W13840 Donges Bay Road  
Germantown, WI 53022

Dear Mr. Holmes and the Germantown School Board,

The Milwaukee Chinese Community Center (MCCC) is a non-profit school that promotes Chinese language and culture to children. We have a small but growing group of Germantown students learning Mandarin Chinese in an after school program at County Line. Our goal is to offer a creative learning environment to as many students as possible. In order to keep the tuition affordable while maintaining small class sizes, we respectfully request a facilities use fee waiver for the 2017-2018 school year.

The class uses part of the library after school once per week and requires no additional custodial or staff services, equipment or needs. At least two adults are present at all times and we take the utmost care of the facility.

We remain a non-profit school because of our passion to share the Chinese language and culture in Germantown. As the most spoken language in the world, Chinese is becoming increasingly important in our global economy. We hope students will want to continue learning about China's language and culture.

We appreciate your continued support of our after school program!

Thank you for your consideration,

  
Wei Gao  
Secretary General of  
Milwaukee Chinese Community Center

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education                      **TOPIC:** GWAVA Retention Software Purchase

**FROM:** Ric Ericksen                      **BOARD MEETING:** October 9, 2017

**DATE:** October 3, 2017                      **AGENDA ITEM:** VIII.F.

### \$ 21,365.15: GWAVA Support Renewal

#### Follow Up on 3-year Question (From Mr. Gabrysiak)

I talked to our GWAVA rep Friday and since their acquisition by Micro Focus, they do not do discounted multiyear renewals. With that being the case, we do not have any cost savings by going multiple years except what we might save by renewing early and avoiding any yearly cost increases. Those are typically 1.5 to 3.5%. Ric, what are your thoughts with this being the case? My budget really can't handle a 3 year renewal, so I'd be inclined to stay at a 1 year.

#### Recommendation to the Board of Education and Finance Committee:

Bring forward to the Board of Education with a positive recommendation to renew the GWAVA support agreement as presented to be funded out of the appropriate General Fund 10 information technology account(s).

#### Background:

##### GWAVA Retain Support Renewal

The purchase for \$21,365.15 to GWAVA Technologies is for the district's email retention product support and licensing renewal. The product we use is named GWAVA Retain, and this purchase is to renew the software licensing and support agreement. The district utilizes Retain for email archiving for legal discovery and employee disciplinary purposes. Since 2009, we have been archiving email, and have used Retain for that purpose since then. This purchase is an absolute necessity so we can have continuous archiving. Because it is only available from a single vendor, no bidding is possible. I request that the Finance Committee forward this to the board with a positive recommendation for purchase. I will be present at the meeting if there are any questions. Thank you for your consideration.

Marc Gabrysiak  
GSD Director of Technology



## GWAVA Technologies Inc.

1175 S. 800 East

Orem, UT 84097

## QUOTE

Quote # GWAQ47104

Date 07/24/17

Sales Rep. Brandon Engel

Terms

### Quote To:

**Germantown School District**  
N104 W13840 Donges Bay Road  
Germantown, WI 53022  
U.S.A.

### Ship To:

**Germantown School District**  
N104 W13840 Donges Bay Road  
Germantown, WI 53022  
U.S.A.

Marc Gabrysiak  
(262) 253-3962  
mgabrysiak@germantown.k12.wi.us

Marc Gabrysiak  
(262) 253-3962  
mgabrysiak@germantown.k12.wi.us

Qty	Part #	Description	Unit Price	Ext. Price
212	63030LE	Retain Server License (Min. 100 MailBoxes) Educational	\$13.20	\$2,798.40
		50.0% Micro Focus SLA Discount		-\$1,399.20
1,079	63040ME	RETAIN Server for Education per User Annual Maintenance (Min 500 users)	\$11.41	\$12,311.39
862	69040SE	Retain Gmail Module Annual Subscription (Min. 500 users) Educational Maintenance Term: August 15th, 2017 to October 19th, 2018	\$8.88	\$7,654.56
			SubTotal	\$21,365.15
			Tax	\$0.00
			<b>Total</b>	<b>\$21,365.15</b>

QUOTE IS VALID FOR 15 DAYS UNLESS OTHERWISE SPECIFIED. PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED.

Purchase Orders can be faxed to 646-304-6250

## **GERMANTOWN SCHOOL DISTRICT**

<b>TO:</b>	Board of Education	<b>TOPIC:</b>	Choir Overnight Travel Request
<b>FROM:</b>	Joel Farren	<b>BOARD MEETING:</b>	October 9, 2017
<b>DATE:</b>	October 4, 2017	<b>AGENDA ITEM:</b>	VIII.G.

High school choir director Jonathan Brooks has submitted an overnight field trip request for 60 students and six advisors to travel to Fredonia, WI on October 21, 2017 to October 22, 2017 to attend a Fall Choir Retreat for rehearsal of Messiah choruses for the winter concert and team building.

**RECOMMENDATION:** Approve the overnight travel request for 60 students and six advisors to travel to Fredonia, WI October 21 – 22, 2017 with all costs paid through club funds.

**GERMANTOWN HIGH SCHOOL**

## OVERNIGHT FIELD TRIP REQUEST FORM

Name of Person Completing this Form:

Jonathan Brooks

**Date Submitted to Building Principal:**

8/27/17

**Date Submitted to Superintendent's Office:**

### Explanation of Field Trip:

Fall Choir Retreat to rehearse  
Messian Choruses for Winter  
concert + team building.

**Location of Field Trip (Be Specific):**

W3985 Trails End Rd.  
Frederonia, WI 53021

Number of Students on Field Trip: 60

Number of Advisors on Field Trip: 6

Date(s) of Field Trip: 10/21/17 - 10/22/17

### BREAKDOWN OF FIELD TRIP COSTS FOR STUDENT AND FOR ADVISOR

	FOR STUDENTS		FOR ADVISORS	
	Board Funding Portion	Club Funding Portion	Board Funding Portion	Club Funding Portion
Registration	\$ -	\$ 55.00	\$ -	\$ 55.00
Transportation	\$ -	\$ -	\$ -	\$ -
Lodging	\$ -	\$ -	\$ -	\$ -
Meals	\$ -	\$ -	\$ -	\$ -
Other (please list)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>	\$ -	\$ -	\$ -	\$ -
Total Students or Advisors from Above	-	-	-	-
Cost Per Student or Advisor	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>Grand Total Cost</b>	\$ -			



## **GERMANTOWN SCHOOL DISTRICT**

<b>TO:</b>	Board of Education	<b>TOPIC:</b>	Student Overnight Travel Request London and Paris
<b>FROM:</b>	Joel Farren	<b>BOARD MEETING:</b>	October 9, 2017
<b>DATE:</b>	October 4, 2017	<b>AGENDA ITEM:</b>	VIII.H.

High school teacher Michael Pfeiffer has submitted an overnight travel request for approximately 9 AP History or AP European History students and 3 advisors to travel to London and Paris June 14 – 21, 2018. Trip costs will be paid entirely by participants.

**RECOMMENDATION:** Approve the overnight travel request for approximately 9 students with 3 chaperones to travel to London and Paris, June 14-21, 2018 with all cost paid by participants.

# GERMANTOWN HIGH SCHOOL

## OVERNIGHT FIELD TRIP REQUEST FORM

**Name of Person Completing this Form:**

Michael Pfeiffer

**Explanation of Field Trip:**

8 day tour of London and Paris. This tour is a voluntary enrichment activity open to students that are or have taken either AP US History or AP European history. The trip and all costs are being paid for by the traveling students and

**Date Submitted to Building Principal:**

10/2/2017

**Date Submitted to Superintendent's Office:**

**Location of Field Trip (Be Specific):**

See Attached Material for detailed itinerary. Day 1 Travel to London. London 2-5 days, Paris days 5-8 return from Paris

**Number of Students on Field Trip:** 9

**Date(s) of Field Trip:**

June 14-June 21 2018

**Number of Advisors on Field Trip:** 3

### BREAKDOWN OF FIELD TRIP COSTS FOR STUDENT AND FOR ADVISOR

	FOR STUDENTS		FOR ADVISORS	
	Board Funding Portion	Club Funding Portion	Board Funding Portion	Club Funding Portion
Registration	\$ -	\$ -	\$ -	\$ -
Transportation	\$ -	\$ -	\$ -	\$ -
Lodging	\$ -	\$ -	\$ -	\$ -
Meals	\$ -	\$ -	\$ -	\$ -
Other (please list)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>	\$ -	\$ -	\$ -	\$ -
Total Students or Advisors from Above	9	9	3	3
Cost Per Student or Advisor	\$ -	\$ 3,458.00	\$ -	\$ 3,853.00
<b>Grand Total Cost</b>	\$ -			

## **GERMANTOWN SCHOOL DISTRICT**

<b>TO:</b>	Board of Education	<b>TOPIC:</b>	Donges Bay Property
<b>FROM:</b>	Ric Ericksen/Jeff Holmes	<b>BOARD MEETING:</b>	October 9, 2017
<b>DATE:</b>	October 5, 2017	<b>AGENDA ITEM:</b>	VIII. I.

### **Background:**

There are seven developers still interested in this property and Mr. Ericksen routinely hears from them. Indications from those inquiries lead Mr. Ericksen and Mr. Holmes to believe that the timing is appropriate to have the Board authorize a time-table to accept official “offers to purchase” from land-site developers during the window of November 15 through December 13, 2017. The Board would then vet those proposals in closed-session at their December 18th Board Meeting and potentially announce their preferred offer in open session that evening as well. Mr. Ericksen has developed a pre-drafted “offer to purchase” sample from legal advice that the potential developers would utilize as a guide (see attached and note the land approval provision).

### **Recommendation:**

Authorize district administration to create and post an official request for land purchase proposals from land-site developers for the 15.388 acres of District property located at N104W14942 Donges Bay Road Germantown 53022 in accordance with the information as presented, annual meeting authority, Board policy, and State statutes.

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON \_\_\_\_\_ [DATE] IS ~~(AGENT OF BUYER)~~  
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, \_\_\_\_\_  
4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] 15.388 acres on N104 W14942 Donges Bay Rd  
6 in the Village of Germantown, County of Washington, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** \_\_\_\_\_  
9 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

10 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_  
11 will be mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or  
12 \_\_\_\_\_.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: none

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** not applicable

19 \_\_\_\_\_  
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**

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

24 ■ **ZONING:** Seller represents that the Property is zoned: A-2, Agricultural District

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before \_\_\_\_\_. Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ( ☐ ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Ric Ericksen and Atty Ann Patteson

41 Buyer's recipient for delivery (optional): \_\_\_\_\_

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

43 Seller: (\_\_\_\_\_) \_\_\_\_\_ Buyer: (\_\_\_\_\_) \_\_\_\_\_

44 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.

47 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: N104 W13840 Donges Bay Rd, Germantown, WI 53022 & 205 Doty St., Ste. 201, Green Bay, WI 54

50 Delivery address for Buyer: \_\_\_\_\_

51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): REricksen@germantown.k12.wi.us & apatteson@strangpatteson.com

56 E-Mail address for Buyer (optional): \_\_\_\_\_

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 ~~**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no~~  
64 ~~notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163 187 and 246 278) other than those~~  
65 ~~identified in the Seller's disclosure report dated \_\_\_\_\_, which was received by Buyer prior to~~  
66 ~~Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**~~  
67 ~~and \_\_\_\_\_~~

68 \_\_\_\_\_  
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than \_\_\_\_\_  
71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
74 assessments, fuel and **none other**

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

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

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

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

81 ☐ Current assessment times current mill rate (current means as of the date of closing)

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

84 ☒ **property is exempt from taxation**

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

89 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
90 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  
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 \_\_\_\_\_ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days of acceptance of this Offer, a list of all  
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland  
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve  
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any  
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be  
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**  
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**  
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**  
110 **Parties agree this provision survives closing.**

111 ☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).  
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
120 local DNR forester or visit <http://www.dnr.state.wi.us>.



**FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

**CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

**USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

**FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

**CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

**SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

**BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

**PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

#### **DEFINITIONS**

**■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

~~**■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:~~

~~a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.~~

~~b. Government agency or court order requiring repair, alteration or correction of any existing condition.~~

~~c. Land division or subdivision for which required state or local approvals were not obtained.~~

~~d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.~~

~~e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 141-142), Conservation Reserve (see lines 134-138), or comparable program.~~

~~f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).~~

~~g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.~~

~~h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.~~

~~i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.~~

~~j. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.~~

~~k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.~~

~~l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.~~

~~m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out of service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.~~

(Definitions Continued on page 3)

**IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

189  
190 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
193 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.  
194 Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
197 fee in an amount not to exceed \_\_\_\_\_% of the loan. If the purchase price under this Offer is modified, the financed amount,  
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

200  
201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.  
202 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest  
203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per  
204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal  
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**  
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**  
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**  
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**  
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**  
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing  
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**  
244 **deadlines provide adequate time for performance.**

**DEFINITIONS CONTINUED FROM PAGE 3**

- ~~n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.~~
- ~~o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load-bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.~~
- ~~p. Brownfields (abandoned, idled or under used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.~~
- ~~q. Lack of legal vehicular access to the Property from public roads.~~
- ~~r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights of way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.~~
- ~~s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.~~
- ~~t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.~~
- ~~u. Property tax increases, other than normal annual increases, completed or pending property tax reassessment of the Property, or proposed or pending special assessments.~~
- ~~v. Burial sites, archaeological artifacts, mineral rights, orchards or endangered species.~~
- ~~w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.~~
- ~~x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.~~
- ~~y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.~~
- ~~z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.~~
- ~~aa. Existing or abandoned manure storage facilities on the Property.~~
- ~~bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~
- ~~cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).~~
- ~~dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use value conversion charge or the payment of a use value conversion charge has been deferred.~~

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

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

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

**CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

**PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.



306 ☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: a single  
307 family residential development

308  
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  
315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned \_\_\_\_\_  
316 \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither  
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from  
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK  
327 ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;

328 ☐ other: \_\_\_\_\_

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE  
330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if  
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
336 proposed use: \_\_\_\_\_

337  
338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither  
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at  
340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity \_\_\_\_\_;  
341 ☐ gas \_\_\_\_\_; ☐ sewer \_\_\_\_\_; ☐ water \_\_\_\_\_;  
342 ☐ telephone \_\_\_\_\_; ☐ cable \_\_\_\_\_; ☐ other \_\_\_\_\_

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE  
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
345 roads.

346 ☒ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) STRIKE ONE ("Buyer's" if  
347 neither is stricken) expense, a ☒ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐  
348 occupancy permit; ☐ other \_\_\_\_\_ CHECK ALL THAT APPLY, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller  
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
353 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
356 if any, and: \_\_\_\_\_

357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:  
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**  
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
 369 **information if material to Buyer's decision to purchase.**

#### 370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and \_\_\_\_\_.

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

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

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**  
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_

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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

518 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If  
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and  
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached Addendum A \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

527 \_\_\_\_\_  
528 \_\_\_\_\_  
529 \_\_\_\_\_  
530 \_\_\_\_\_  
531 \_\_\_\_\_  
532 \_\_\_\_\_  
533 \_\_\_\_\_  
534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_

536 \_\_\_\_\_ on \_\_\_\_\_.

537 (x) \_\_\_\_\_

538 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

539 (x) \_\_\_\_\_

540 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (by) \_\_\_\_\_

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

546 (x) \_\_\_\_\_

547 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

548 (x) \_\_\_\_\_

549 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## GERMANTOWN SCHOOL DISTRICT

**TO:** Board of Education

**TOPIC:** Teacher Contracts

**FROM:** Michael Nowak

**BOARD MEETING:** October 9, 2017

**DATE:** October 6, 2017

**AGENDA ITEM:** VIII.J.

The administration is recommending the approval of the following regular contracts for the 2017-18 school year.

Employee Assignment/Location	Rationale	FTE	Contract Type	Salary
<b>Shirley Natzel School Psychologist Rockfield and Amy Belle Elementary Schools</b>	Shirley is being recommended for this position as the result of a child-rearing leave.	.60	Limited-Term 167 Days	\$41,750.00
<b>Kasandra Scott Language Arts Teachers Kennedy Middle School</b>	Kasandra is being recommended for this position as the result of a staff vacancy	1.0	Limited-Term 163 Days	\$36,793.99.00

**RECOMMENDATION:** Approve the .6 FTE limited-term contract for Shirley Natzel at \$41,775.00 and the 1.0 FTE limited-term contract for Casandra Scott.at \$36,793.99.