SHEBOYGAN AREA
SCHOOL DISTRICT

Tuesday, January 13, 2026
Starting Time: 6:30*
CHAIR: Ms. Heidi Boehmer

NOTE: This meeting will be held in the Boardroom.

**Starting/ending times may vary*

The Committee of the Whole meeting will be held in the Board of Education meeting room, 3330 Stahl Road, Sheboygan, Wisconsin on **Tuesday, January 13, 2026, at 6:30 p.m.** The following items will be presented for consideration at that time:

Please note some Board members may be participating in this Board meeting via teleconference or other remote access technology. Members of the public who attend the meeting will be able to hear any open session dialogue between such members and the Board members present in the Boardroom. In addition, the District is offering audio and video access to the meeting via livestream https://www.youtube.com/user/SheboyganSchools at the scheduled meeting time.

REPORT TO THE COMMITTEE OF THE WHOLE
AGENDA

1. **CALL TO ORDER** (Vice President)

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF THE AGENDA** (Action)

4. **ROLL CALL** (Informal)

3 Min. **5.** **PURCHASE OF PROPERTY FOR FUTURE HOUSE CONSTRUCTION PROGRAM – Mr. Mark Boehlke/Mr. Jason Duff** (Information/Possible Action)

The administration recommends approval to make an offer of $107,800 to Stonebrook Crossing, LLC, for lots #75 and #76 in the Stonebrook Crossing subdivision located to the East of South Business Drive (CTH "OK"). Closing would be on January 30, 2026.

2 Min. **6.** **WASB PROPOSED RESOLUTIONS – Dr. Jacob Konrath** (Discussion/Possible Action)

Discussions will occur regarding several of the resolutions that will be brought before the WASB Delegate Assembly January 21, 2026.

15 Min. **7.** **SCHOOL FINANCE UPDATE – Dr. Jacob Konrath/Mr. Mark Boehlke** (Information/Discussion)

Administration will present a school finance presentation from the Wisconsin Association of School Business Officials.

10 Min. **8.** **FARNSWORTH AND URBAN MIDDLE SCHOOLS REFERENDUM UPDATE – Dr. Jacob Konrath** (Information/Discussion)

Administration will provide an interior walkthrough view of Farnsworth and Urban construction projects.

9. Adjourn (Action)

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON December 17, 2025 [DATE] IS (~~AGENT OF BUYER~~) (AGENT OF SELLER/~~LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) STRIKE THOSE NOT APPLICABLE
The Buyer, Sheboygan Area School District, (SASD)
offers to purchase the Property known as Lot 75,76 Stonebrook Crossing No.1
[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach as an addendum per line 682] in the City of Sheboygan, County of Sheboygan Wisconsin, on the following terms:
PURCHASE PRICE The purchase price is One Hundred Seven Thousand, Eight Hundred Dollars ($ 107,800.00).
INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: See Addendum A

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included. Annual crops are not part of the purchase price unless otherwise agreed.
NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-13) and the following: See Addendum A

CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented and will continue to be owned by the lessor.
"Fixture" is defined as 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; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.
CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in an addendum per line 682.
BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before December 19, 2025 .
Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for both binding acceptance and performance.
CLOSING This transaction is to be closed on January 30, 2026
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.
EARNEST MONEY
■ ~~EARNEST MONEY of~~ $ _____ ~~accompanies this Offer.~~
~~If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.~~
■ EARNEST MONEY of $ _____ ~~will be mailed, or commercially, electronically, or personally delivered within _____ days ("5" if left blank) after acceptance.~~
~~All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as~~ No Earnest Money ~~)~~ STRIKE THOSE NOT APPLICABLE
~~(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).~~
CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.
■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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

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

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except:_____. 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 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated October 13, 2023, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and See Addendum A

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

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

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence 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.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

[ ] **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit https://dnr.wisconsin.gov/topic/forestry .

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 Bureau or visit http://www.revenue.wi.gov/ .

FARMLAND PRESERVATION: 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 per acre 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 as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving 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 uniform shoreland zoning ordinances in compliance with 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 if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

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.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. 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 or 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 that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

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

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

Proposed Use: Buyer is purchasing the Property for the purpose of:_____

_____

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

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

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

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must 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 Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL THAT APPLY ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____ .

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

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

_____

☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:
☐ electricity _____ ; ☐ gas _____ ; ☐ sewer _____ ;
☐ water _____ ; ☐ telephone _____ ; ☐ cable _____ ;
☐ other _____ .

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

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

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

_____

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

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

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

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

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

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

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

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

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

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

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

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

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

NOTE: "Defect" as defined on lines 553-555 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.

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

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

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

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

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

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

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

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

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

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

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

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

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

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
[ ] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
[ ] **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
(2) Written waiver of _____ (name other contingencies, if any); and
(3) Any of the following checked below:
[ ] Proof of bridge loan financing.
[ ] Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other: _____
_____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
[ ] **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.
HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.
CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
[ ] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
[ ] Current assessment times current mill rate (current means as of the date of closing).
[ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
[x] 2026 real estate tax by Buyer (no proration) _____.
CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
[ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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

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

TITLE EVIDENCE

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

_____

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

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

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

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

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 30 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are None

_____

_____. Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

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. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, 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: "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. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. 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. "Midnight" is defined as 11:59 p.m. Central Time.

■ 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.

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

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

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

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

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

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

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

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

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated 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.

BUYER'S PRE-CLOSING WALK-THROUGH Within three 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.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:
(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:
(1) sue for specific performance; or
(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

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

☐ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

ADDITIONAL PROVISIONS/CONTINGENCIES This Offer is contingent upon approval by SASD Board of Education by January 13,2026, or offer is null and void.
Robert J Werner and Robert R Werner, Managers of Seller, are licensed WI real estate broker/salesperson acting on behalf of Seller, and not acting in real estate broker capacity for Buyer. Buyer is represented by their own legal counsel.
See Addendum A for additional terms and conditions.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 664-679.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 666 or 667.
Name of Seller's recipient for delivery, if any: _____
Name of Buyer's recipient for delivery, if any: _____
[ ] (2) Fax: fax transmission of the document or written notice to the following number:
Seller: (_____) _____ Buyer: (_____) _____
[x] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 675 or 676.
[x] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.
Address for Seller: 4539 South Taylor Drive, Sheboygan, WI 53081
Address for Buyer: 3330 Stahl Road, Sheboygan, WI 53081
[x] (5) Email: electronically transmitting the document or written notice to the email address.
Email Address for Seller: bob@bobwerner.com or ross@wernerhomes.com
Email Address for Buyer: jduff@sasd.net
PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

[x] **ADDENDA:** The attached Addendum A, VLDR is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Robert J Werner, Manager of Seller

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

(x) Jason Duff, SASD ACP Coordinator 12/19/25
Buyer's Signature ▲ Print Name Here ▶ Sheboygan Area School District Date ▲

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

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

(x) _____ 12/19/25
Seller's Signature ▲ Print Name Here ▶ Robert R. Werner, Manager Date ▲

(x) _____
Seller's Signature ▲ Print Name Here ▶ Stonebrook Crossing LLC Date ▲

This Offer was presented to Seller by [Licensee and Firm] Robert R. Werner, Manager, Stonebrook Crossing LLC
_____ on 12/19/2025 at 9:45 a.m./p.m.
This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum A

This Addendum A is made a part of the Vacant Land Offer to Purchase dated December 17, 2025 for Lots 75-76 in Stonebrook Crossing Addition No. 1 ("Stonebrook Crossing"), City of Sheboygan, Sheboygan County, Wisconsin.

1. Developer and Seller is Stonebrook Crossing LLC, a WI limited liability company. Robert J. Werner, Manager of Stonebrook Crossing LLC is a licensed WI real estate broker and is the owner of the Seller and Lee Realty of Sheboygan, Inc., and Robert R. Werner, Manager of Stonebrook Crossing LLC, is a licensed WI real estate salesperson.
2. No Earnest Money with this Offer.
3. Buyer acknowledges receipt of the Declaration of Protective Covenants and Restrictions for Stonebrook Crossing Addition No. 1.
4. Buyer acknowledges receipt of the Stonebrook Crossing Grading Plan for the offer lot which shows original grades along with proposed grades for the home and lot, and drainage plan. Some lots may contain fill and could require additional depths for footings and/or foundation at Buyer's expense. Buyer understands that the grading plan must be followed including after occupancy.
5. Buyer acknowledges receipt of Stonebrook Crossing plat which shows lot size and easements including public and municipal utility easements and drainage easements.
6. Stonebrook Crossing lots 75-76 are zoned SR-5 which allows for single family homes.
7. Buyer is responsible for city connection fee (currently $500 for sanitary sewer connection) which is due at time of building permit issuance.
8. Buyer is responsible for cost and installation of culvert at time of construction.
9. Buyer is purchasing the properties to build single family homes through the North and South High School Building program ("Program"). If home is not built by the Buyer through this Program, Seller retains the right to purchase the property back from the Buyer at the same purchase price as on this Offer (or $53,900 per lot) less 10%, with Buyer giving written notice to Seller of decision to not proceed with Program ("Notice") and Seller to have 30 days from written receipt of Notice to give written notice to Buyer of Seller's agreement to purchase the property back, with buy back to occur within 45 days of Seller's notice to Buyer. There may be a signed recordable format agreement of this at closing.
10. Sanitary sewer lateral depths may vary and should allow for 8' or 9' basement with gravity flow sewer. Actual placement of house on lot and length of lateral could affect the depth of lateral at house.
11. Developer is currently developing subdivision. All items included in the Developer's Agreement with the City of Sheboygan are included in the purchase price at the Developer's expense including street improvements, sanitary sewer, storm system, water mains, laterals to lot line, and utilities.
12. Buyer is responsible for install and maintenance of their mailbox or any mailbox system with style and placement at the direction of the Developer or US Postal Service.
13. In the event any terms and conditions set forth in the Vacant Land Offer to Purchase conflict with this Addendum A terms and conditions, Addendum A shall control.

By signing and dating this Addendum, each Party acknowledges they have received and carefully read this Addendum.

Buyer _____ Jason Duff SASD ACP Coordinator Date 12/19/25
Sheboygan Area School District — Print Name and Title

Seller _____ Robert R. Werner, Manager Date 12/19/2025
Stonebrook Crossing LLC — Name and Title

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Stonebrook Crossing - Addition No. 1 and No.2 IN THE (CITY) ~~(VILLAGE) (TOWN)~~ OF Sheboygan, COUNTY OF Sheboygan STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF October (MONTH) 13th (DAY), 2023 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

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

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

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

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

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

B. ENVIRONMENTAL

		YES	NO	N/A
B1.	Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property?	☐	☑	☐
B2.	Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property?	☐	☑	☐
B3.	Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	☐	☑	☐
B4.	Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems?	☑	☐	☐
B5.	Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	☐	☑	☐
B6.	Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program?	☐	☑	☐

B7. Explanation of "yes" responses **B4 - See Grading Plan for proposed grades. Some lots may contain fill which may result in needing additional stone/sand fill and/or deeper footings at Buyer's expense.**

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

		YES	NO	N/A
C1.	Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.)	☐	☑	☐
C2.	Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.	☐	☑	☐
C3.	Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations?	☐	☑	☐
C4.	Are you aware of a joint well serving this property?	☐	☑	☐
C5.	Are you aware of a defect relating to a joint well serving this property?	☐	☐	☑
C6.	Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?	☐	☑	☐

C7. Explanation of "yes" responses

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

		YES	NO	N/A
D1.	Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	☑	☐	☐
D2.	Are you aware of pending special assessments?	☐	☑	☐
D3.	Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☑	☐
D4.	Are you aware of any land division involving the property for which required state or local permits were not obtained?	☐	☑	☐
D5.	Are you aware of impact fees or another condition or occurrence 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?	☐	☑	☐
D6.	Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	☐	☑	☐

D7. Explanation of "yes" responses **D1 - Municipality has provided 2023 Notice of Changed Assessment.**

E. LAND USE

		YES	NO	N/A
E1.	Are you aware of the property being part of or subject to any subdivision homeowners' associations, *or other homeowners' associations*?	☐	☑	☐
E2.	If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	☐	☑	☐
E3.	Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law?	☐	☑	☐
E4.	Are you aware of any zoning code violations with respect to the property?	☐	☑	☐
E5.	Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	☐	☑	☐
E6.	Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	☐	☑	☐
E7.	Are you aware of restrictive covenants or deed restrictions on the property?	☑	☐	☐
E8.	Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	☑	☐	☐
E8a.	*Are you aware of any private road agreements or shared driveway agreements relating to the property?*	☐	☑	☐
E9.	Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	☐	☑	☐
E10.	The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
	a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☐	☑	☐
	b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☑	☐

		YES	NO	N/A
	c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	☐	☑	☐
E11.	Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information.	☐	☑	☐
E12.	Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	☐	☑	☐
E13.	Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	☐	☑	☐
E14.	Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.	☐	☑	☐
E15.	Are you aware there is not legal access to the property?	☐	☑	☐
E16.	Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	☐	☑	☐
E17.	Are you aware of a written agreement affecting riparian rights related to the property?	☐	☑	☐
E18.	Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.	☐	☑	☐
E19.	Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).	☐	☑	☐
E20.	Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property?	☐	☑	☐
E21.	Are you aware of existing or abandoned manure storage facilities located on the property?	☐	☑	☐
E22.	Are you aware that all or part of the property is enrolled in the managed forest land program? The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html.	☐	☑	☐

E23. Explanation of "yes" responses **E7 - Protective Covenants and Restrictions exist.**

E8 - See plat for easements. Additionally lots 62 & 63 have 10' drainage easement between lots (5' per lot).

F. ADDITIONAL INFORMATION

		YES	NO	N/A
F1.	Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property?	☐	☑	☐
F1a.	*Are you aware if there is internet service available to property?* *If so, which provider?* **AT&T; Spectrum**	☑	☐	☐
F2.	Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?	☐	☑	☐
F3.	Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?	☐	☑	☐
F4.	Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?	☐	☑	☐
F5.	Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	☐	☑	☐
F6.	Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	☑	☐	☐
	a. Electricity **Pedestal**	☑	☐	☐
	b. Municipal water **Lateral to Lot**	☑	☐	☐
	c. Telephone **Pedestal**	☑	☐	☐
	d. Cable television **Pedestal**	☑	☐	☐
	e. Natural gas **Road Right of Way**	☑	☐	☐
	f. Municipal sewer **Lateral to Lot**	☑	☐	☐
F7.	Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	☐	☑	☐
F7a.	*Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?*	☐	☑	☐
F8.	Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation, *including infestation impacting trees*; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	☐	☑	☐
F9.	Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	☐	☑	☐
F10.	Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.	☐	☑	☐

F11. The owner has owned the property for 3 years.

F12. Explanation of "yes" responses _____

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

OWNER'S CERTIFICATION

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

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

Owner _____ Robert R. Werner - Manager, Stonebrook Crossing LLC _____ Date 10/13/2023

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

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

I acknowledge receipt of a copy of this statement.

Prospective buyer _____, RASD ACP Coordinator _____ Date 12/19/25

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

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

Copyright © 2023 by Wisconsin REALTORS® Association; Drafted by: Jennifer Lindsley
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

8560781
Tx:4218560
2119919
SHEBOYGAN COUNTY, WI
RECORDED ON
07/30/2021 03:59 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 7

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR STONEBROOK CROSSING ADDITION NO. 1

City of Sheboygan
Sheboygan County, Wisconsin

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
STONEBROOK CROSSING LLC
4539 S TAYLOR DR
SHEBOYGAN, WI 53081

PARCEL IDENTIFICATION NUMBERS:

59281471054, 59281471055, 59281471056, 59281471057, 59281471058, 59281471059, 59281471060, 59281471061, 59281471062, 59281471063, 59281471064, 59281471065, 59281471066, 59281471067, 59281471068, 59281471069, 59281471070, 59281471071, 59281471072, 59281471073, 59281471074, 59281471075, 59281471076, 59281471077, 59281471078, 59281471079, 59281471080, 59281471082, 59281471083, 59281471084, 59281471085, 59281471086, 59281471087, 59281471088, 59281471089, 59281471090, 59281471091, 59281471092, 59281471093, 59281471094, 59281471095, 59281471096, 59281471097, 59281471098, 59281471099, 59281471101, 59281471102, 59281471103, 59281471104, 59281471105, 59281471106, 59281471107, 59281471109, 59281471110, 59281471111, 59281471112, 59281471113, 59281471114, 59281471115, 59281471116, 59281471117, 59281471118, 59281471119, 59281471120, 59281471121

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is executed by STONEBROOK CROSSING LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer", this 27th day of July 2021.

WHEREAS, the Developer is the owner of the real property in the City of Sheboygan, Sheboygan County, Wisconsin, under the name and plat of Stonebrook Crossing Addition No. 1 (hereinafter "Stonebrook Crossing") and more particularly described as follows:

> *Lots Fourteen (14) through Seventy-Eight (78), Stonebrook Crossing Addition No. 1, all located in the City of Sheboygan, Sheboygan County, Wisconsin*

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities, environment and residential opportunities in Stonebrook Crossing and to this end and in order to ensure the best use of the land and most appropriate development and to prevent the erection of unsightly, poorly designed or constructed improvements, desire to subject said real property to the protective covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developer declares that the real property of Stonebrook Crossing is and shall be held, transferred, sold, conveyed, and occupied subject to the protective covenants and restrictions hereinafter set forth.

Article I
Architectural and Aesthetic Control

1.1 Architectural and Aesthetic Control Committee The administration of these protective covenants and restrictions, the authority to grant approval hereunder and the discretionary powers granted in this Declaration shall be vested in the Stonebrook Crossing Architectural and Aesthetic Control Committee (hereinafter the "Committee").

1.2 Committee Purpose The Committee shall have the authority to enforce the terms and provisions of this

Declaration and to regulate the exterior design, appearance, use, location, and maintenance of Stonebrook Crossing and of improvements thereon in accordance with the terms and provisions of this Declaration, and in such a manner as to preserve and enhance values while maintaining harmonious relationships among structures, natural vegetation and topography.

1.3 Committee Composition, Terms and Elections The Committee shall be composed of three members. The initial members shall be appointed by the Developer. Vacancies of one (1) or more of the initial members prior to the owners' right to elect replacement shall be filled by the Developer.

After all of the lots of Stonebrook Crossing have been sold by the Developer, control of the Committee shall transfer to the owners of the lots within a reasonable timeframe, who shall have the right to elect three (3) new members of the Committee. Except for the initial members (who hold office until the first election following the sale of all of the lots), members of the Committee shall hold office for three (3) years and until their successor is elected. The members of the Committee shall have no personal liability by reason of their acts as a Committee member.

To accomplish any elections of new members, the Committee shall solicit nominees from the owners of Stonebrook Crossing. Any position on the Committee shall be elected from the nominees by a plurality vote of all the owners. Vacancies will be filled by similar elections for new terms of three (3) years.

In the election of members of the Committee and in effecting an amendment or taking other actions under this Declaration, each lot or each unit if lot contains a two-family residence shall represent one (1) vote only.

Except where otherwise provided in this Declaration, a plurality vote shall be sufficient at any meeting to approve or disapprove of any matter before the Committee.

1.4 Committee Approval No building or fixture shall be erected, placed, or altered (pertaining to external alterations or additions) until the complete plans, including elevations, specifications, and a site plan have been approved by the Committee.

In seeking Committee approval, no less than three (3) sets of any complete plans, elevations, specifications and site plan shall be submitted with one (1) set to each of the Committee members. A response address shall be submitted with the application.

The Committee's approval or disapproval shall be based upon, but not necessarily restricted to, (a) consideration of the quality of workmanship and materials, (b) harmony of external design with the site and existing structures, (c) suitability of proposed structures or improvements with respect to the topography, trees, or other natural characteristics of the lot, adjacent lots and improvements, and subdivision, and (d) compliance with provisions of this Declaration. The Committee shall have sole discretion to determine whether these requirements have been met.

If the Committee fails to approve or disapprove within thirty (30) days any plans submitted to it, they shall be deemed to have been approved.

Article II
Use of Property

2.1 Lot Use All lots shall be used for residential purposes only, and no lot shall be occupied by more than one (1) single family residential building or one (1) two-family residential building, of not more than two-stories plus walkout basement (split-level may be three levels) together with all buildings and structures compatible with residential use, e.g. a gazebo. The Committee shall have final authority to determine that any structure is not compatible with single or two-family residential use.

Two-family residential buildings, including zero lot line buildings, are only allowed on lots that meet the City of Sheboygan's zoning requirements.

No trailer, recreational vehicle, tent, shack, garage, or any other type of temporary out building shall be at any time used as a residence, either temporary or permanent.

2.2 Restrictions on Further Subdivisions No lot shall be further subdivided to form additional building lots within the platted area of Stonebrook Crossing other than a lot may be subdivided to make two (2) lots in the case of a two-family residential building using zero lot line zoning.

2.3 Dwelling Size & Setback Each lot has a minimum residential building square footage requirement. The square footage requirement is exclusive of garages, breezeways, basements, open porches, and covered patios. One and a half story square footage and split-level square footage is the same as a two-story total square footage requirement. All garages shall be designed integrally with and attached to the primary residential dwelling and have a minimum of two (2) car garage sizing per building. A two-family building must have a minimum of a single (1) car garage for each building unit. The Committee shall have the right to waive all or any part of the square footage requirements if the building to be built has architectural merit in the opinion of the Committee.

Minimum residential building square footage requirements per dwelling unit per lot is as follows:

Lots	Dwelling Type	One-Story (Ranch)	Two-Story
14-37, 43-45, 56-78	Single Family	1,300 Sq. Ft	1,500 Sq. Ft.
38-42, 46-55	Single Family	1,650 Sq. Ft.	1,850 Sq. Ft.
Any lots allowed per city zoning*	Two-Family	1,000 Sq. Ft. per unit	1,200 Sq. Ft. per unit

**For clarification, certain lots may allow for either a single family or a two-family home to be built on them based on current City of Sheboygan zoning.*

No dwelling, garage, or other structure shall be built on any lot less than the City of Sheboygan zoning standards for setback area. The front, side and rear yard area which no dwelling, garage or other structure shall be built shall be known as the setback area. All setbacks are per plat, zoning, city and/or county ordinance. Each property owner is responsible for maintaining all surveyed markers.

2.4 Storage No recreational vehicle, boat, trailer, snowmobile, fish shanty, unlicensed or inoperable automobile, machinery, bus, construction material (other than during construction or remodeling of a dwelling) or any other debris, junk or unsightly material shall be stored, kept, or maintained on any lot other than in the dwelling,

residential garage or accessory building. A recreational vehicle, boat, trailer, snowmobile, or similar recreation item may be kept on the property for temporary periods incidental to their usage (i.e. loading, unloading, cleaning).

2.5 Exterior Building and Site Improvements

All front elevations shall strive for a variety of finish materials to make the front elevation architecturally interesting through the use of some of the following: different siding materials, wider window and/or door trim, eyebrow roofs or gable returns, overhead door windows, stone or brick, front porches or other different materials or design methods with the approval at the sole discretion of the Committee.

The primary building roof must have a minimum 5/12 pitch, with a minimum 12" main and gable overhang.

No fence, wall, windbreak, or other barrier (hereinafter the "Fence") shall be permitted except in the rear yard or around in-ground pools. The rear yard is to start at a rear corner of the house that is closest to a side lot line. No Fence located in any part of the rear yard shall be in excess of six (6) feet (excluding posts), except any portion of Fence located either between the rear corner of the house and the side lot line, or facing a street, shall not be in excess of four (4) feet (excluding posts). This height restriction does not apply to Fences that are a structural part of the dwelling. No Fence is allowed in the front yard or street yard (if a corner lot). Design, construction and placement must be approved by the Committee. A chain link fence may be allowed if it is constructed of a colored/painted/coated material and not more than four (4) feet in height in any location. All Fences shall be kept in good repair. Any Fence would also need to be per City of Sheboygan building and zoning ordinances, including obtaining the necessary permit.

Pools are allowed and need to be per City of Sheboygan ordinance. Pool fencing, in addition to the above standards, shall be at least the minimum height required by zoning or code, or in the case of decking, attached to the deck area.

All lots must be kept clear and free from trash, and other materials. Trash containers shall be screened from view. Care should be taken to maintain a pleasant overall look to the subdivision.

Exterior lighting shall be located so that they are not excessively offensive to neighboring lots.

Satellite dishes and television antennas are allowed if mounted on the rear half of the home and under forty inches (40") in size. If over forty inches (40") in size, written permission from the Committee is required, at the sole discretion of the Committee. No other type of exterior antenna is allowed.

Solar electric panels cannot be located in the front or side yard, and can be mounted on the roof if parallel with the roof system (e.g. at the same roof pitch), and written permission from the Committee is required, at the sole discretion of the Committee. Solar shingles are allowed with written permission from the Committee, at the sole discretion of the Committee

2.6 Signs No sign of any kind shall be displayed on residential properties other than a home builder's sign at initial construction or a sign for advertising the property for sale during such time as the lot or dwelling is actually for sale. The Developer is allowed subdivision signage and may erect a permanent monument sign identifying the

subdivision.

2.7 Accessory Building No more than one (1) accessory building, of not more than one hundred sixty-eight (168) square feet and one (1) story in height, will be allowed per lot. Design, construction and placement of such accessory building must be approved by the Committee, and of similar workmanship and materials as the home. No accessory building may be constructed until the residential dwelling is constructed on the lot. A gazebo does not count as an accessory building.

2.8 Mobile Homes Mobile home or manufactured housing, whether temporary or permanent, shall not be permitted on any lot. The Committee shall make the final determination whether a structure is a mobile home or manufactured housing and such decision shall be based upon an understanding that a structure that at any time was a mobile home or manufactured housing, shall at all subsequent times be considered a mobile home or manufactured housing.

2.9 Noxious Activities and Firearms No noxious or offensive activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot. Use of firearms of any kind is prohibited on any lot or in any structure within Stonebrook Crossing.

2.10 Animals No livestock, poultry or animals other than household pets shall be kept or stabled, and no pets shall be bred, raised or otherwise dealt with as a hobby or for commercial purposes on any lot.

Article III
General Provisions

3.1 Construction Timing No residential building construction shall remain unfinished on the exterior for more than twelve (12) months following the issuance of a building permit.

3.2 Landscaping

All lots must be landscaped (i.e. seed, sod, mulch) within one (1) year of the occupancy of a dwelling for residential purposes. All sold lots must be maintained (i.e. grass cut, weeds controlled) by the owner. After gaining occupancy, the lot owner is responsible for installing and maintaining erosion controls, including the time period before the establishment of a finished lawn. It is recommended that all lots have at least one tree planted in the front yard.

Final grading must be kept to the requirements of the subdivision's master grading plan. As part of the grading and landscaping of each lot, no part of any drainage easement or swales shall be filled or altered in any way without approval of all the necessary governing bodies. Swales include any that are in recorded easements in the plat, as well as any that are shown in the master grading plan, including ditches along the road. No trees, shrubs or planting beds of any kind shall be planted within any areas designated for drainage. No accessory structures shall be constructed within any designated drainage areas. The driveway culvert is the responsibility of lot owner to maintain.

3.3 Easements The Developer reserves to itself the right to record drainage easements and to implement improvements in these easements as necessary to properly provide drainage to all lots within Stonebrook Crossing. The Developer reserves the right for a period of three (3) years after sale of lot from Developer to

owner to grant utility easements to utility providers for utility purposes over, upon or across all lots in Stonebrook Crossing whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all lot lines and may involve plant removal and grading within such areas.

3.4 Duration of Protective Covenants and Restrictions The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them for a period of twenty (20) years from the date this Declaration is recorded, after which time the protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years, provided amendment has not been made as specified by paragraph 3.8 of this Article.

3.5 Enforcement The Committee or any owner shall have the right to enforce, by any proceeding at law or in equity, all protective covenants and restrictions now or hereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by violation so that equitable or injunctive relief may be the only remedy. Any violation of these restrictions which exist for a period of three (3) years or more without protest being received by the lot owner of such violation, shall not be considered a violation thereafter and any lot owner or other party shall be forever barred from proceeding under the provisions of this Declaration.

3.6 City Ordinances This document is not intended to replace any ordinances presently existing or adopted at any future date by the City of Sheboygan, or other applicable agency. In the event of a conflict between these restrictions and an ordinance, the more restrictive of the two shall apply.

3.7 Severability Invalidation of any one of these protective covenants or restrictions by judgment, court order, or change of law shall in no way affect any other provision which shall remain in full force and effect.

3.8 Amendment

Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such a manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, executed solely by the Developer or its successors or assigns, until such time as the Developer or its successors or assigns no longer owns fifty percent (50%) of the lots within Stonebrook Crossing.

This Declaration may be amended or modified, in whole or in part, at any time by a written instrument executed so as to be recordable, by owners of not less than seventy-five percent (75%) of the lots and if two-family on a single lot, then each unit of the two-family shall count as one vote, subject to this Declaration, provided however that the Developer must consent to any such amendment or modification as long as the Developer owns any lots within the subdivision.

3.9 Acceptance and Cost of Enforcement Each owner, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the covenants, conditions, limitations, reservations, and restrictions contained herein. In the event of a breach by an owner, the breaching owner agrees to pay all costs, including reasonable attorney fees, for the enforcement of these protective covenants and restrictions.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the date indicated previously.

Stonebrook Crossing LLC
A Wisconsin limited liability corporation

By: Robert J. Werner, President

ACKNOWLEDGEMENT

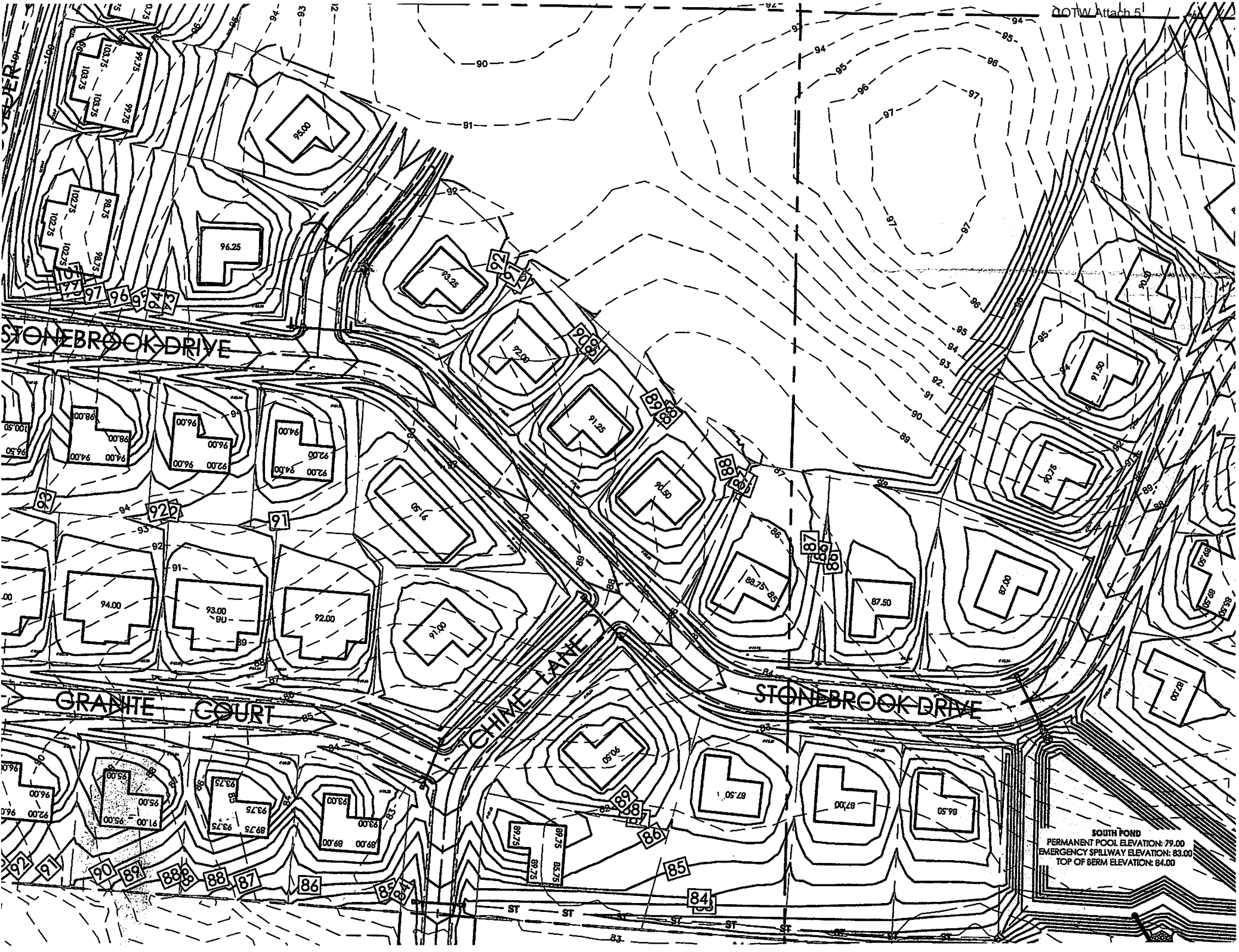
State of Wisconsin }
}SS.
County of Sheboygan }

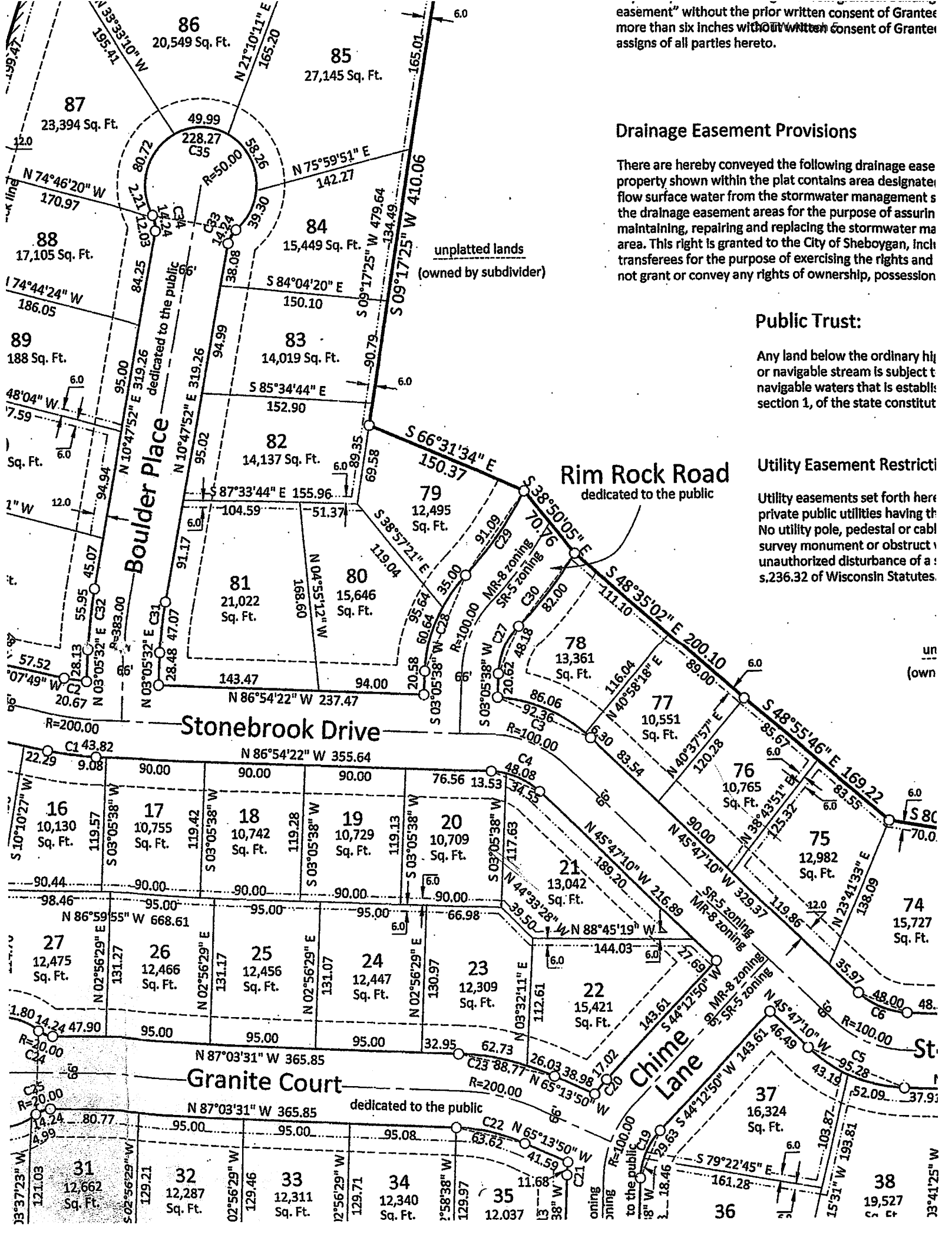
Personally came before me this 27th day of July 2021, the above named Robert J. Werner, President of Stonebrook Crossing LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Tara Hocevar
Notary Public, State of Wisconsin
Commission Expiry 11/21/2023

This instrument was drafted by Stonebrook Crossing LLC

STONEBROOK
LANE
87.50
88.75
90.50
91.00
91.50
91.25
92.00
93.25
89.99
90.09
88.92
90.50
89.60
88.50
90.92
87.94
87.25
88.16
89.65
84
85
86
87
88
89
90
91
92


STONEBROOK DRIVE
GRANITE COURT
CHIME LANE
STONEBROOK DRIVE
SOUTH POND
PERMANENT POOL ELEVATION: 79.00
EMERGENCY SPILLWAY ELEVATION: 83.00
TOP OF BERM ELEVATION: 84.00



easement" without the prior written consent of Grantee
more than six inches without written consent of Grantee
assigns of all parties hereto.

Drainage Easement Provisions

There are hereby conveyed the following drainage ease
property shown within the plat contains area designate
flow surface water from the stormwater management s
the drainage easement areas for the purpose of assurin
maintaining, repairing and replacing the stormwater ma
area. This right is granted to the City of Sheboygan, incl
transferees for the purpose of exercising the rights and
not grant or convey any rights of ownership, possession

Public Trust:

Any land below the ordinary hi
or navigable stream is subject t
navigable waters that is establi
section 1, of the state constitut

Utility Easement Restricti

Utility easements set forth here
private public utilities having th
No utility pole, pedestal or cabl
survey monument or obstruct
unauthorized disturbance of a
s.236.32 of Wisconsin Statutes.

2026 Delegate Assembly Packet

Containing

Resolutions Forwarded by the Policy and Resolutions Committee

Resolutions as Submitted by Member Boards

Resolutions Turned Down by the Policy and Resolutions Committee

WASB Delegate Assembly

January 21, 2026 • Milwaukee, Baird Center

Explanation of Packet Contents

Each resolution in this packet has the following information explained below…

Resolution as Forwarded by Policy and Resolutions Committee

This section presents the resolution language that will be debated and voted on at the Delegate Assembly. This version includes the modifications made by the committee.

Rationale

This section explains why the resolution was brought forward. This language is largely based on the rationale of the submitting board which is included below under "Rationale Provided by Member Board."

Resolution as Submitted by Member Board

This section presents the resolution as it was submitted to the WASB by the member school board. This is provided for background and to show what changes were made by the Policy & Resolutions Committee.

Rationale Provided by Member Board

This is the original reasoning that the school board submitted with their resolution to the WASB. Again, this is provided for additional background information.

Policy and Resolutions Committee Notes

This briefly outlines the committee's reasoning for potential changes made to a resolution. In the Resolutions Turned Down by the Policy and Resolutions Committee portion of this packet, this section will explain why the committee voted to turn down the resolution.

Table of Contents

Resolutions Forwarded by the Policy and Resolutions Committee 1

Opposing the Removal of Caps from the Wisconsin Parental Choice System 2

Revisions to the School District and School Report Card Process 4

Amendment to Resolution 5.22 Funds Distribution 7

Amendment to Resolution 1.26 Authority to Schedule Referenda 9

Substance Abuse Disorder and Treatment Aid 11

Vocational Transition for Students with Disabilities 13

Universal State Covered Meals 15

Public Education Endowment Fund 16

Amendment to Resolution 3.241 "Early Childhood Education Funding & Public-Private Partnerships" 17

Supporting "Decoupling" of Public and Private School Funding 19

Opposing "Decoupling" of Public and Private School Funding 21

Encouraging Schools to Participate in WIAA Policymaking 24

Resolutions Turned Down by the Policy and Resolutions Committee 25

Fine Arts Education 26

Supports Beyond Punitive Student Discipline 27

Diversity, Equity, Inclusion, and Access 28

Urging WIAA Hate Speech Procedure Updates 30

School Safety Outside Revenue Limits 32

Local Control of Educational Programming 33

Civics Education 34

PLEASE NOTE: Resolutions that propose to create a new resolution are preceded by "**CREATE:**" while resolutions that propose amending existing WASB resolutions are preceded by: "**AMEND Existing…**". When amending an existing resolution, the original language is shown with deletions of existing language indicated with a ~~strikethrough~~ and new language underlined. The simplified rationale language is primarily based on submitting board rationale. A proposed deletion an existing WASB resolution is preceded by "**REPEAL:**"

Resolutions Forwarded by the Policy and Resolutions Committee

Resolutions forwarded by the Policy and Resolutions Committee for consideration at the Delegate Assembly are brought before the body via a motion by a member of the committee.

- This motion does not require a second.
- A motion to approve a resolution by a member of the committee does not constitute an endorsement of the merits of a resolution by the committee, rather that the resolution met the criteria to be considered.
- Once before the body, the resolution can be debated and amended.
- A favorable vote by a simple majority of the Delegates present is required to approve a resolution of this nature.

1. Opposing the Removal of Caps from the Wisconsin Parental Choice Program

Resolution as Forwarded by the Policy and Resolutions Committee

CREATE: The WASB supports maintaining an enrollment cap of 10% and an income cap of 220% of the federal poverty level on participation in the Wisconsin Parental Choice Program.

Rationale

The enrollment and income caps play a role in preserving both the fiscal sustainability of public schools and the integrity of Wisconsin's education system. Removing these caps could lead to significant increases in local tax burdens, potentially destabilizing public school funding. Retaining the enrollment and income caps helps ensure balanced and equitable educational opportunities.

Resolution as Submitted by Marinette

CREATE: The Wisconsin Association of School Boards (WASB) strongly supports maintaining the current enrollment cap of 10% on voucher schools. Removing this cap could lead to significant increases in local tax burdens, potentially destabilizing public school funding. WASB endorses AB307, which upholds the pupil participation limit in the state parental choice program, ensuring balanced and equitable educational opportunities.

Rationale Provided by Marinette

Maintaining the enrollment cap ensures that public funds continue to support inclusive education for all students. Underserved and rural communities are particularly vulnerable to the impact of voucher programs, as these programs often redirect funding away from public schools that serve as critical educational lifelines in these areas. By preserving the cap, we can protect the integrity and sustainability of public education systems that are essential for equitable access to quality education. The enrollment cap plays an essential role in preserving both the fiscal sustainability of public schools and the integrity of Wisconsin's education system. Underserved and rural communities, which often lack

alternative schooling options, rely heavily on public institutions not only for academic instruction but also for essential support services. Expanding voucher programs without safeguards like the cap risks diminishing the resources available to these schools, thereby amplifying regional inequities. Legislative action in support of AB307 helps ensure balanced educational funding and protects the foundational role of public schools in communities across the state.

Policy and Resolutions Committee Notes

The committee decided to bring forward this submission with changes. Typically, WASB resolutions do not refer to specific pieces of legislation (bills) to remain relevant from year to year. The committee also expanded the scope of the resolution to apply to all current "caps" on the Wisconsin Parental Choice Program, including income caps.

2. Revisions to the School District and School Report Card Process

Resolution as Forwarded by the Policy and Resolutions Committee

CREATE: The WASB calls on the State Superintendent of Public Instruction and Legislature to collaborate and amend the School District and School Report Card process and relevant state statutes to reflect the following considerations:

a) Student achievement and growth should be valued equally.
b) Eliminate the practice of weighting student proficiency based on free and reduced lunch population sizes.
c) Take into account schools with a high degree of Advanced Placement, International Baccalaureate, Dual Credit, Career & Technical Education, and extracurricular offerings.
d) Include fiscal efficiency in report card scoring.
e) Any changes to the report card scoring and/or relevant statutes should be considered with input from school leaders from all CESA's in the state.

Rationale

The Department of Public Instruction has a history of changing elements and score ranges on school report cards and statewide assessments. These changes make it very difficult to compare data from year to year. The DPI and Legislature should undergo collaborative changes to the report card scoring process and criteria to ensure consistency from year to year and judge schools and students fairly.

Resolution as Submitted by Kettle Moraine

CREATE: The WASB calls on the State Superintendent of Public Instruction to amend the school report card process as follows:

1. Student growth and achievement should be valued equally.
2. Stop the practice of weighting student proficiency based on the free and reduced lunch population.
3. Recognize and reward schools with high Advanced Placement, International Baccalaureate, Dual Credit, and Career & Technical Education enrollment.

4. Likewise recognize and reward schools with high levels of extracurricular involvement.
5. Include fiscal efficiency in report card scoring.
6. In order to properly develop the above elements, the State Superintendent should convene a committee of school leaders representative of all CESA's in the state to develop changes that will last.

Resolution as Submitted by New London

CREATE: The WASB calls on the State Superintendent of Public Instruction to amend the school report card process as follows:

1. Student growth and achievement should be valued equally.
2. Stop the practice of weighting student proficiency based on the free and reduced lunch population.
3. In order to properly develop the above elements, the State Superintendent should convene a committee of school leaders representative of all CESA's in the state to develop changes that will last.

Rationale Provided by Submitting Districts

WHEREAS the Department of Public Instruction has a history of changing elements on school report cards; and

WHEREAS these changes make it impossible to meaningfully compare data from year to year; and

WHEREAS schools must therefore rely on other data for school improvement metrics and not school report card data; and

WHEREAS parents rely on DPI data to make home buying decisions and the community judges schools based on report card data; and

WHEREAS inconsistent weightings that lower expectations of students based on poverty levels are discriminatory; and

WHEREAS many significant changes can be made to improve DPI report cards.

Policy and Resolutions Committee Notes

The committee decided to combine both of the submitted resolutions into one proposal due to their similar wording and intent. It was also determined that some of the changes to the report card standard setting process being requested in these resolutions would require a change of state statute. Therefore, DPI would be limited in their ability to carry out these changes alone and the committee added a reference to the Legislature to the resolution to reflect this reality.

3. Amendment to Resolution 5.22 Funds Distribution

Resolution as Forwarded by the Policy and Resolutions Committee

AMEND Existing 5.22 Funds Distribution: The WASB recommends that the state education agency be assigned the jurisdiction~~,~~ to supervise the distribution of ~~supervision and~~ all funds intended for educational programs serving youths of elementary and high school age in ~~the public schools~~ any school system receiving public funds in Wisconsin. Additionally, WASB supports state educational agency supervision and distribution of all federal education funds if federal funding from the U.S. Department of Education is changed to be federal block grants or other funding sent directly to states from federal agencies.

REPEAL Existing Resolution 2.62 Flow-Through: The WASB supports all federal grants flowing directly to school districts and cooperative educational service agencies.

Rationale

The state education agency has expertise, experience, and efficient structure to handle the allocation and disbursement of state and federal funds.

Resolution as Submitted by Neenah Joint

AMEND Existing 5.22 Funds Distribution: The WASB recommends that the state education agency be assigned the jurisdiction, supervision and all funds intended for educational programs serving youths of elementary and high school age in ~~the public schools~~ any school system receiving public funds in Wisconsin. Additionally, WASB supports state educational agency control and disbursement of all federal education funds if federal funding disbursement from the U.S. Department of Education is changed to be federal block grants or other funding sent directly to states from federal agencies.

Rationale Provided by Neenah Joint

The state education agency has expertise, experience, and efficient structure for allocation and disbursement of state and federal funds.

Policy and Resolutions Committee Notes

The committee determined that the resolution should move forward with modifications. The committee believed the intent of the proposed amendment to resolution 5.22 would conflict with another current WASB resolution, 2.62 Flow Through, and to avoid contradictions within the resolutions book and WASB policy positions, 2.62 should be repealed if the amendment to 5.22 passes. Therefore, the resolution before the Delegate Assembly will now both AMEND 5.22 and REPEAL 2.62 within one vote.

4. Amendment to Resolution 1.26 Authority to Schedule Referenda

Resolution as Forwarded by the Policy and Resolutions Committee

AMEND Existing 1.26 Authority to Schedule Referenda: The WASB opposes limits on scheduling referenda. Further, the WASB opposes any limitation on the duration, scope, frequency, or effect of school referenda.

Rationale

Revenue limits for districts were not set based on the cost of service causing some districts to be locked in to low spending revenue caps. Additionally, there has been a steady decline in state funding for public school operations with state aid not keeping pace with inflation, consequently there is a heavier reliance on local property taxes for districts to raise revenue. Referendums are one of the only ways that public districts can attempt to raise revenue according to the state constitution and therefore should not be limited by the legislature.

Resolution as Submitted by Neenah Joint

AMEND Existing 2.40 (a) Additional Revenue Limitations: The WASB opposes any additional limitations that will force decreases in revenue to public school districts. This includes but is not limited to: legislative limitation on public school district ability to raise the tax levy/revenue limit cap through referendums including referendum type, whether capital, recurring, or operational, the number of years for a recurring referendum, and/or the number of times a district can constitutionally go to the voters with referenda questions; freezing property tax levies; creating a moratorium on school district referenda; delaying payments to school districts; and adopting a constitutional regulation of school finance.

Rationale Provided by Neenah Joint

Public school funding occurs through a combination of state income and sales taxes, local property taxes, and federal funding. The state equalization aid formula established revenue limits for public school districts based on current spending during the 1993-94 school year.

Revenue limits for districts were not set based on the cost of service causing some districts to be locked in to low spending revenue caps.

Additionally, there has been a steady decline in state funding for public school operations with state aid not keeping pace with inflation, consequently there is a heavier reliance on local property taxes for districts to raise revenue. Referendums are one of the only ways that public districts can attempt to raise revenue according to the state constitution and therefore should not be limited by the legislature. WASB supports state funding with yearly inflationary increases and does not support separate but unequal school funding schemes.

According to the WI sec. 66.0602(4), Wis. Stats. A political subdivision may exceed its allowable levy limit if the following is completed, as provided in sec. 66.0602(4), Wis. Stats. 1. Governing body adopts a resolution proposing the amount of the levy increase and the percentage increase over the allowable levy, including the purpose of the increase and whether the increase is for the next fiscal year only, for a set number of years, or if it will apply on an ongoing basis 2. Resolution is approved via referendum a. Odd-numbered years – may be held as a special referendum on the same election dates used by a school board under sec. 121.91(3), Wis. Stats. b. Otherwise – must be held during a spring primary/election, partisan primary, or general election 3. Clerk must publish the proper notices under sec. 66.0602(4)(b), Wis. Stats.

Policy and Resolutions Committee Notes

The committee decided to move forward with this resolution, albeit in a different form than originally submitted. The committee determined that the intent could be achieved by making a simpler amendment to resolution 1.26 instead of the originally proposed amendment to resolution 2.40 (a).

5. Substance Abuse Disorder and Treatment Aid

Resolution as Forwarded by the Policy and Resolutions Committee

CREATE: The WASB supports legislation to establish a new categorical aid to fund and support school-based substance use disorder prevention and treatment related services. This aid should be comprehensive in order to fully fund necessary resources and staffing that districts may need. Special provisions should be included for small schools to address issues with economies of scale. Use of these funds should be identified and prioritized at the local level. Such uses may include but are not limited to contracting with service providers, employment of specialists or other professionals, training for staff, and any other additional resources as needed.

Rationale

A new categorical aid for school-based substance use disorder prevention and treatment services is essential to addressing the growing mental health and addiction challenges faced by students. Without dedicated and targeted funding, schools often lack the resources to provide early intervention, prevention education, and access to treatment. Investing in prevention and treatment at the school level not only protects students' health but also strengthens communities by keeping students within their school district/community and reduces long-term social and economic costs.

Resolution as Submitted by Neenah Joint

CREATE: The WASB supports legislation to establish a new categorical aid, to provide new monies, to support school-based substance use disorder prevention and treatment related services. The WASB recommends that the state provide a minimum of $25 per pupil in the first year, $35 per pupil in the second year and $50 per pupil in the third year and each year thereafter, with provisions for small districts to receive a minimum amount of aid designed to help them accomplish the purposes listed below. This new resource would enable school districts to provide substance use disorder prevention and treatment related services as identified, determined and prioritized at the local level. Services eligible to be funded under this categorical aid may include, but are not limited to, the following:

a) Contracting with substance use disorder/drug addiction service providers;
b) Employment of a substance use disorder prevention specialist coordinator;

c) Employment of school social workers and school counselors;
d) Employment of school-based mental health professionals;
e) Employment of student assistance program coordinators;
f) Resources/staffing for the implementation of connection to substance use disorder programming;

Training for staff in the areas of substance use disorder awareness and identification, trauma-informed practices, youth-focused mental health first aid, and restorative practices and alternatives to punitive discipline.

Rationale Provided by Neenah Joint

Supporting legislation to establish a new categorical aid for school-based substance use disorder prevention and treatment services is essential to addressing the growing mental health and addiction challenges faced by students. Without dedicated funding, schools often lack the resources to provide early intervention, prevention education, and access to treatment. A targeted funding stream would allow districts to hire specialized staff, build partnerships with community providers, and implement evidence-based programs that reduce substance use, improve student well-being, and support academic success. Investing in prevention and treatment at the school level not only protects students' health but also strengthens communities by keeping students within their school district/ community, and reduces long-term social and economic costs.

Policy and Resolutions Committee Notes

The committee voted to advance this proposal with modifications. Overall, committee members felt that the resolution should be less prescriptive to allow the WASB Government Relations staff more flexibility to address future legislative efforts on the subject.

6. Vocational Transition for Students with Disabilities

Resolution as Forwarded by the Policy and Resolutions Committee

AMEND Existing 2.31(f) Funding for Children with Disabilities: The WASB supports the use of federal, state, and local resources in a collaborative manner with the Department of Vocational Rehabilitation to support transition programs for students with disabilities to achieve better employment and postsecondary opportunities for these students.

Rationale:

Improving vocational transition services for students with disabilities is critical to ensuring they have equitable access to postsecondary opportunities, meaningful employment, and independent living. The Division of Vocational Rehabilitation (DVR) and school districts often operate in silos, which leads to fragmentation of services for students with disabilities transitioning to employment of post-secondary life. Increased collaboration between school districts and the DVR is essential in addressing these challenges.

Resolution as Submitted by Neenah Joint

CREATE: The WASB supports strengthening vocational transition services for students with disabilities by fostering deeper collaboration between school districts and the Division of Vocational Rehabilitation (DVR). This partnership should focus on developing clear policies, improving transportation access, and ensuring coordinated, age-appropriate support for students ages 14–21 within the K–12 system.

Rationale Provided by Neenah Joint

Improving vocational transition services for students with disabilities is critical to ensuring they have equitable access to postsecondary opportunities, meaningful employment, and independent living. Research shows that early and well-coordinated transition planning (beginning as early as age 14) significantly increases the likelihood of successful outcomes after high school (Wisconsin Department of Public Instruction, U.S. Department of Education, & National Technical Association Center on Transitions). However, many students with disabilities face systemic barriers, such as lack of access to work-based learning, limited transportation options, and fragmented coordination between schools and vocational agencies.

DVR and school districts often operate in silos, which leads to fragmentation of services for students with disabilities transitioning to employment of post-secondary life. Increased collaboration between school districts and the Division of Vocational Rehabilitation (DVR) is essential in addressing these challenges. When schools and DVR work closely together, they can align services, streamline communication, and develop shared goals that support students' transition plans. This partnership allows for more consistent and individualized support, including job coaching, skills training, and community-based experiences, all of which are critical to helping students achieve long-term success. Strong school district collaboration with DVR not only fulfills federal mandates under IDEA but also fosters inclusion, self-determination, and economic stability for students with disabilities.

Policy and Resolutions Committee Notes

The committee decided to approve this resolution, although it was decided to amend current resolution 2.31 (f) instead of creating a new resolution. This simple change would allow the current resolution to better reflect the intent of the proposal without adding to the resolution book and creating potential redundancies.

7. Universal State Covered Meals

Resolution as Forwarded by the Policy and Resolutions Committee

CREATE: The WASB supports state legislation to establish and fund a universal school meal program to cover the cost of all student meals not covered by federal programs.

Rationale

Research from the Center for Disease Control (CDC) and U.S. Department of Agriculture (USDA) shows that adequate nutrition improves student achievement, and approximately 16% of students come from food insecure households. The state covering the cost of all school meals for every student, regardless of income, will not only help alleviate student hunger but reduce the stigma some students may face by not being able to cover the full costs of their meals.

Resolution as Submitted by Eau Claire

CREATE: The WASB supports state legislation establishing and funding free, universal school meals

Rationale Provided by Eau Claire

Research from the CDC and USDA shows that adequate nutrition improves student achievement, and approximately 16% of students come from food insecure households. Given this, the current budget surplus (last estimated at roughly $4 billion), and the estimated cost of all food service programs in the state (estimated to be roughly $500 million), we hope to ensure each student receives proper nutrition and the best chance at success we can offer.

Policy and Resolutions Committee Notes

The committee moved forward this proposal; however, it was decided that the resolution should be changed to clarify that any future state run program would only cover costs not covered by the federal government's school meal programs.

8. Public Education Endowment Fund

Resolution as Forwarded by the Policy and Resolutions Committee

CREATE: The WASB supports legislation that creates a public education endowment fund to be invested on behalf of Wisconsinites to fully and equitably fund public education across the state.

Rationale

In 2023, voters in 121 of Wisconsin's 421 school districts approved referenda to raise funds, and voters in 145 districts did so in 2024, which some suggest points to a growing trend of systemic underfunding. Creating such an endowment fund will help Wisconsin to meet its constitutional requirement “to provide equitable educational funding across all districts.” This fund would supplement equalization aid as another aid mechanism for school districts.

Resolution as Submitted by Eau Claire

CREATE: The WASB supports legislation that creates a public education endowment fund to be invested on behalf of Wisconsinites to fully and equitably fund public education across the state.

Rationale Provided by Eau Claire

In 2023, 121 of Wisconsin's 421 school districts held referenda to raise funds, and 145 did so in 2024—more than one-half of all districts in each year—indicating a growing trend of systemic underfunding. Given this and that our state currently holds a budget surplus of roughly $4 billion at estimate, we have a historic opportunity to take proactive steps to ensure public education is adequately funded for the future. Creating such a fund will allow us to meet the Wisconsin constitutional requirement “to provide equitable educational funding across all districts.”

Policy and Resolutions Committee Notes

The committee approved the resolution as submitted.

9. Amendment to Resolution 3.241 Early Childhood Education Funding & Public-Private Partnerships

Resolution as Forwarded by the Policy and Resolutions Committee

AMEND Existing 3.241 Early Childhood Education Funding and Public-Private Partnerships: The WASB supports state funded public school 3K and full day 4K for all Wisconsin children. The WASB also supports collaboration between public schools and other public agencies and programs, private childcare providers, and Wisconsin institutions of higher learning. The WASB further supports district discretionary use of expanded Title I dollars to earlier grade levels by districts meeting the benchmarks for National School Lunch Program (NSLP) direct and categorical participation, and 3K and 4K student households meeting income eligibility for NSLP.

All publicly funded 3K and 4K schools, including schools receiving voucher funding or funding through public agencies other than DPI, must have the exact same accountability, reporting, and transparency standards/and requirements.

The WASB opposes a state funding mechanism to provide private childcare providers with a per-pupil payment for 4K instruction. All 4K programs should be funded through school districts, with local flexibility to contract with private childcare providers to provide 4K instruction as determined by the school board.

Rationale

The recently created Get Kids Ready initiative administered through the Department of Children and Families creates two funding mechanisms for 4K education. This new funding mechanism threatens the variety of existing 4K education partnerships established between public schools and privately-run child care centers. In addition, the Get Kids Ready program lowers the requirements for 4K teachers in child care centers. 4K students deserve fully DPI certified teachers to meet their educational needs.

Resolution as Submitted by La Crosse

Add the following to the end of the current resolution language…

All publicly funded 3K and 4K schools, including schools receiving voucher funding or funding through public agencies other than DPI, must have the exact same accountability, reporting, and transparency standards/and requirements.

The WASB supports a single funding mechanism for 4K education. Creating two publicly supported education systems threatens the sustainability of public schools.

Rationale Submitted by La Crosse

The recently created Get Kids Ready initiative administered through the Department of Children and Families creates two funding mechanisms for 4K education. This new funding mechanism threatens the variety of existing 4K education partnerships established between public schools and privately run child care centers. In addition, the Get Kids Ready program lowers the requirements for 4K teachers in child care centers. 4K students deserve fully DPI certified teachers to meet their educational needs.

Policy and Resolutions Committee Notes

The committee approved this resolution to move forward to the Delegate Assembly with some changes. It was determined that greater clarity should be provided so that Delegates could better determine what state program the resolution was attempting to have the WASB support/oppose.

10. Supporting "Decoupling" of Public and Private School Funding

Resolution as Forwarded by the Delegate Assembly

CREATE: The WASB supports legislation separating funding for parental choice and independent charter schools from the public school equalization aid formula and instead supports the state taking full responsibility to fund payments to these schools.

Rationale

Currently, local taxpayers must offset the loss of equalization aid used to pay for a resident pupil's voucher to attend a choice or independent charter school via increased property taxes—even though their locally elected school board has no oversight of those schools. Reassigning responsibility for funding private choice programs and independent charter schools to the state would: keep equalization aid focused on public schools, mitigate reductions to equalization aid to schools experiencing declining enrollment, provide stability in funding, and increase transparency by allowing debate of the program in the state budget conversation.

Resolution as Submitted by Kettle Moraine

CREATE: The WASB supports repealing state equalization aid reductions for payments made under the MPCP, RPCP, WPCP, SNSP, and to independent charter schools. We urge the Wisconsin State Legislature to enact legislation that eliminates these reductions and instead places responsibility for funding private school choice programs and independent charter schools on state government. This change would allow public school districts to retain their full state equalization aid, ensuring it is used exclusively for the benefit of public school students and local property taxpayers.

Rationale Provided by Kettle Moraine

Under current Wisconsin law, when a student leaves a public school district to enroll in a private voucher, special needs scholarship, or independent charter school, the state reduces that district's equalization aid by the amount of the voucher. As a result, local

taxpayers must offset the loss through increased property taxes—even though their locally elected school board has no oversight of those schools.

Reassigning responsibility for funding private choice programs to State Level Government state's general purpose revenue would:

- Keep equalization aid focused on public school students and local classrooms.
- Mitigate state equalization aid cuts in rural Wisconsin districts who are experiencing declining enrollment.
- Prevent hidden local property tax increases resulting from state policy decisions.
- Provide school boards with stable, predictable revenue limits to support responsible property tax levy planning Increase transparency by placing the full cost of choice programs within the state budget, where it can be properly debated.

This change would preserve the integrity of Wisconsin's school finance system, protect taxpayers, and ensure that public funds remain accountable to the public.

Policy and Resolutions Committee Notes

The committee moved forward this resolution with some modifications. The committee members wanted to simplify the resolution while also making clear what "decoupling" is. The committee also sought to have the language of this resolution mirror, as closely as possible, the language of the next resolution in this packet (with one using the word "supports" and the other "opposes"). The goal was to make it clear to Delegates that these resolutions take contrasting positions on the same policy topic.

11. Opposing "Decoupling" of Public and Private School Funding

Resolution Forwarded by the Policy and Resolutions Committee

CREATE: The WASB opposes legislation separating funding for parental choice and independent charter schools from the public school equalization aid formula and instead supports all publicly funded schools being funded by a combination of state and local tax dollars.

Rationale

Under current law, funding for schools receiving public funds must adhere to the state equalization aid formula from 1983-84 which is a statutorily required combination of public funding streams. Single stream public funding for private and independent charter schools does not adhere to the uniformity in education requirement of the Wisconsin constitution, would create inequality in school systems the equalization aid formula was meant to correct, and would further erode transparency and accountability for public funds used for private schools.

Resolution as Submitted by Neenah Joint

WASB opposes single stream public funding for any private education system in Wisconsin that receives public funding, where public funding is defined as funding derived from state income, property, sales, internet use, lottery or other state revenue generating tax. This includes the Wisconsin Parental Choice Program, Wisconsin Independent Charter schools, the Wisconsin Special Needs Scholarship Program, and does not include the Milwaukee Parental Choice Program, or the Racine Parental Choice Program. WASB further recognizes public funding as defined by receipt of these funds to support local education agencies whether governed by an elected board or private entity.

Resolution as Submitted by Wauwatosa

The WASB strongly encourages our State Elected officials to reject calls to decouple private school funding from state school funding.

Rationale Provided by Neenah Joint

Under current law, funding for schools receiving public funds must adhere to the state equalization aid formula from 1983-84 which is a statutorily required combination of public funding streams. Single stream public funding for private and independent charter schools does not adhere to the uniformity in education requirement of the Wisconsin constitution, would create inequality in school systems the equalization aid formula was meant to correct, and would further erode transparency and accountability for public funds used for private schools. This includes but is not limited to adherence to accountability and transparency practices required for all public schools (state accountability assessments, state required reporting, report cards, teacher licensing, state issued mandates, and school finance requirements). This proposed resolution provides information currently missing within Private School Aid/Voucher Funding (2.70). Additionally, it addresses the recent legislative movement towards moving private and charter school funding to General Purpose Revenue (GPR).

Rationale Provided by Wauwatosa

WHEREAS, the Wisconsin State Constitution's sole mandate is to establish 'district schools, which shall be as nearly uniform as practicable; and such schools shall be free and without charge for tuition'; and

WHEREAS, 'district schools' are the sole educational system that requires oversight by locally elected officials, state instruction departments, and national education departments; and

WHEREAS, public 'district schools' primarily derive their revenue from property taxes and general state aid; and

WHEREAS, the funding for public school funding – when adjusted for inflation – has lagged since 2009 to the tune of $3,380 per student (as of 2024-2025), resulting in more than 200 school funding referenda questions in 2024 alone; and

WHEREAS, the general state aid was increased by $0 per student in the 2025-2027 state budget; and

WHEREAS, 'decoupling' laws detach private school funding from any revenue sources, forcing them to rely on general state aid alone; and

WHEREAS, there are 33 states allow for private schools to accept public tax dollars – most notably Florida and Arizona; and

WHEREAS, both Florida and Arizona, respectively, are projected to see a $6.9 billion and $1.4 billion budgetary deficits as the growth voucher programs decoupled from revenue sources.

Policy and Resolutions Committee Notes

The committee moved forward these two resolutions as one consolidated resolution since they advocated for the same policy position. The committee changes were to simplify the resolution while also making clear what “decoupling” is. The committee also sought to have the language of this resolution mirror, as closely as possible, the language of the prior resolution in this packet (with one using the word “supports” and the other “opposes”). The goal was to make it clear to Delegates that these resolutions take contrasting positions on the same policy topic.

12. Encouraging Schools to Participate in WIAA Policymaking

Resolution as Forwarded by the Policy and Resolutions Committee

REPEAL Existing 3.96 and RECREATE as follows: The WASB encourages its members' schools to participate and engage in the WIAA policy process when necessary and appropriate.

Existing Resolution 3.96: Regulation of Performance Enhancing Drugs
The WASB encourages the WIAA to require the regulation of all unsafe training methods and performance-enhancing drugs, except as determined to be medically necessary. (2003-19)(2006-5)

Rationale

WASB has had a practice of avoiding adopting resolutions that attempt to dictate WIAA policy decisions. Member districts of WIAA have representation in the WIAA policy process. WASB also has representation on the WIAA Board of Control. WASB should respect the independence and process of the WIAA just as we expect the same from WIAA. Currently, 3.96 goes against WASB's practice of not having resolutions that dictate policy positions to the WIAA.

Policy and Resolutions Committee Notes

This resolution was generated by the Policy and Resolutions Committee and thus has no original submission language or rationale from a member board. Resolutions submitted by the Committee can be debated and amended like any other member submitted resolution forwarded to the Delegate Assembly.

Resolutions Turned Down by the Policy and Resolutions Committee

Resolutions turned down by the Policy and Resolutions Committee can still be brought forth to the Delegate Assembly.

- The member board that originally submitted the resolution must be present at the Delegate Assembly and make a motion that their resolution be considered.
- This motion does not require a second but requires a two-thirds vote to bring to the floor.
- Delegates may first debate consideration of the motion.
- If the motion to consider is approved by a two-thirds vote, the resolution is before the Delegate Assembly. It can then be debated on the merits, amended, and approved by a simple majority like any other resolution.

1. Fine Arts Education

Resolution as Submitted by Neenah Joint

CREATE: The WASB encourages all school districts to develop and implement a comprehensive fine arts curriculum that spans from early childhood through high school, recognizing the vital role the arts play in fostering creativity, critical thinking, cultural awareness, a sense of belonging, and overall student success.

Rationale from Submitting Board

A comprehensive fine arts curriculum is essential to the holistic development and long-term success of all students. Participation in the arts - music, visual art, theater, and dance - enhances cognitive, social, and emotional development. Research consistently shows that students engaged in the arts demonstrate improved academic performance, stronger problem-solving and critical thinking skills, increased motivation, and higher levels of school engagement (Wisconsin Art Education, Americans for the Arts, American Academy of Arts and Sciences). The arts also nurture creativity, self-expression, collaboration, and cultural literacy. Such skills are increasingly valued in today's diverse, interconnected, and innovation-driven world.

In early childhood, fine arts experiences support foundational brain development and language acquisition. At the elementary and secondary levels, they promote student identity, confidence, and a sense of belonging. For many students, arts programs provide a critical outlet for emotional well-being and a meaningful connection to school. By integrating a strong, sequential fine arts curriculum from early childhood through high school, schools help ensure that all students are equipped with the tools they need to thrive academically, socially, and personally.

Policy and Resolution Committee Comments

The committee decided to turn down this resolution, believing that the intent of the resolution was already covered by WASB Resolutions 3.01 Education Goals and 3.05 Educational Objectives. The committee also discussed that if a board sought to prioritize fine arts education further, this would be in line with the WASB's overarching priority of local control.

2. Supports Beyond Punitive Student Discipline

Resolution as Submitted by Neenah Joint

CREATE: The WASB supports moving beyond exclusionary and punitive discipline practices such as suspensions and expulsions by investing in proactive, preventive measures. This includes implementing restorative practices and community-based wraparound supports that address the root causes of behavior, promote equity, and keep students connected to their education and support systems.

Rationale from Submitting Board

Students from minority backgrounds who also have disabilities face disproportionately high rates of school suspension. Research consistently shows that suspension increases the risk of dropping out, and dropping out significantly raises the likelihood of future incarceration. This disturbing progression - often referred to as the "school-to-prison pipeline" - is particularly evident among minority students with special needs.

According to the Department of Public Instruction (DPI), nationally, students lost more than 11 million instructional days (11,360,004) due to out-of-school suspensions. That translates to approximately 66 million hours of missed instruction - the equivalent of over 63,000 school years of lost learning.

Students most negatively affected by zero-tolerance policies include students of color, students with disabilities, and LGBTQ+ youth. These groups are disproportionately impacted by exclusionary discipline practices, which often lead to missed instructional time, increased dropout rates, and long-term negative outcomes. The overrepresentation of these students in disciplinary actions highlights the need for more equitable and supportive approaches to school discipline.

Shifting away from punitive discipline practices gives school districts the opportunity to implement more restorative and inclusive approaches. This includes reducing reliance on deferred expulsion agreements, which can jeopardize essential IDEA protections for students with disabilities. By moving beyond zero-tolerance, districts can better support student success, equity, and legal compliance.

Policy and Resolutions Committee Notes

The committee decided to turn down this resolution feeling that it conflicted with the WASB's overarching priority of local control. The committee also believed that it potentially conflicted with existing WASB resolutions, 3.432, 3.80, 3.81, and 3.83.

3. Diversity, Equity, Inclusion, Access

Resolution as Submitted by Wauwatosa

The Wauwatosa School District recognizes that ensuring diversity, equity, inclusion, and access is both a moral obligation and the defining civil rights challenge of the 21st century. As an educational institution entrusted with shaping the lives of young people, the District affirms that it has a responsibility not only to teach, but also to act, in dismantling inequities and advancing justice for all students, families, and staff.

NOW, THEREFORE, BE IT RESOLVED, that the Wauwatosa School District, in alignment with the Wisconsin Association of School Boards, formally commits to the sustained advancement of diversity, equity, inclusion, and access as essential to fulfilling its mission of public education; and

BE IT FURTHER RESOLVED, that the prioritization of policies, practices, and accountability measures designed to close achievement gaps, reduce disproportionate outcomes, and ensure that all students - regardless of race, ethnicity, socioeconomic status, ability, gender identity, or background - have equitable opportunities to succeed; and

BE IT FINALLY RESOLVED, that the Wauwatosa School District affirms that schools must be places of belonging where diversity is celebrated, equity is enforced, and inclusion is non-negotiable, recognizing both the moral obligation and the civil rights imperative of this work, and understanding that the strength of our community and the success of our students are inextricably tied to these commitments.

Rationale Provided by Wauwatosa

WHEREAS, the Wauwatosa School District affirms its unwavering commitment to the principles of diversity, equity, inclusion, and access for all students, staff, and families; and

WHEREAS, the District acknowledges that equitable educational opportunity is not only a professional and legal responsibility, but also a profound moral obligation owed to every child entrusted to our care; and

WHEREAS, despite progress, the State of Wisconsin continues to post the worst academic achievement gaps in the nation and demonstrates disproportionate identification of students of color for special education services, making any suggestion to ignore diversity, equity, inclusion, and access both irresponsible and impossible; and

WHEREAS, persistent gaps in achievement and opportunity impede the educational experience of underrepresented students and their families, perpetuating systemic inequities that must be addressed with urgency; and

WHEREAS, school systems reflect the inequities present in society at large, and thus must assume an active and deliberate role in dismantling barriers, eliminating disparities, and advancing policies that affirm equity and belonging; and

WHEREAS, the pursuit of diversity, equity, inclusion, and access is inseparable from the broader struggle for civil rights in the 21st century, requiring courage, accountability, and collective will to ensure justice and opportunity for all; and

WHEREAS, genuine progress requires acknowledging and addressing implicit bias of educators, critically examining and reforming structures that perpetuate inequity, and leading with the moral clarity and resolve demanded of public institutions.

Policy and Resolutions Committee Notes

The committee turned down the resolution, believing that the intent of the resolution was already covered by existing WASB Resolutions 3.99 and 6.10.

4. Urging WIAA Hate Speech Procedure Updates

Resolution as Submitted by Wauwatosa

BE IT RESOLVED, that the Board of the WIAA is urged to develop a 2-hour training module for coaches and officials to address potential hate speech use during competition; and

BE IT FURTHER RESOLVED, that the Wauwatosa School District demands that the Wisconsin Interscholastic Athletic Association (WIAA) to develop a hearing process when resolution of an alleged hate speech incident is not resolved between member schools and

BE IT FURTHER RESOLVED, that the Wisconsin Interscholastic Athletic Association (WIAA) to develop a task force of member schools to address Diversity, Equity, and Inclusion within the ever changing demographic landscape for student-athletes in the state of Wisconsin, encouraging non-conference competition among schools to create greater understand of different communities across Wisconsin; and

BE IT FINALLY RESOLVED, that the Wisconsin Interscholastic Athletic Association (WIAA) to develop a task force of member schools to address Diversity, Equity, and Inclusion would also serve as a leadership for the membership organization.

Rationale Provided by Wauwatosa

WHEREAS, participation in organized athletics contributes to the physical health, academic success and personal development of students; and

WHEREAS, the Wisconsin Interscholastic Athletic Association (WIAA) is a private nonprofit organization whose mission is to organize, develop, and operate interscholastic athletics programs for its member schools; and

WHEREAS, the Wauwatosa School District has two member schools operating within the framework of the WIAA, Wauwatosa East and Wauwatosa West, and

WHEREAS, the purpose of the WIAA is, in part, “to emphasize interscholastic athletics as a partner with other school activities in the total education process, and to formulate and maintain policies that will cultivate the high ideals of good citizenship and sportsmanship;” and WHEREAS, there have been four separate incidents at regular season games involving Wauwatosa students in which either officials failed to take immediate action in response to

harassment and hate speech, even when an official in one of the incidents acknowledged having witnessed the activity or there is a denial of the action from an alleged actor; and

WHEREAS, harassment and hate speech can have severe negative impacts on the mental health, well-being and academic performance of student-athletes; and

WHEREAS, comprehensive policies and training for officials and coaches are essential to ensure that they are equipped to handle incidents of hate speech and harassment promptly and effectively; and

WHEREAS, protecting the welfare and dignity of student-athletes is a shared responsibility that requires clear and consistent protocols.

Policy and Resolutions Committee Notes

The committee turned down this resolution, believing that it conflicted with current WASB resolution 3.98 WIAA Autonomy.

5. School Safety Spending Outside Revenue Limits

Resolution as Submitted by Wauwatosa

Let it be resolved that the Wauwatosa Board of Education fully endorses legislative advocacy in seeking relief from the state legislature to expend school district funding outside of the revenue limit to invest in facility projects that address security and safety;

Further, let it be resolved that the hiring of school security personnel for schools is done so with school district funding that is deemed outside of the revenue limit and, as such, does not adversely affect the overall budget.

Rationale Provided by Wauwatosa

Whereas, the security of the students and staff under the care of the Wauwatosa School District is the highest priority for the Superintendent and Board of Education; and

Whereas, facility upgrades to existing schools in the District lack the requisite security protections to maximize school safety; and

Whereas, the costs to address the facility changes to maximize school security and safety are cost prohibitive and require a facility referendum; and

Whereas, the security of students and faculty should never be compromised due to it being cost prohibitive; and

Whereas, the use of budget funding in Wisconsin public schools is governed by a revenue limit, restricting the amount of taxation a school board is able to levy in a community; and

Whereas, the District has an obligation to maintain the community's children and facilities safe, therefore, use of Fund 80 is an appropriate pathway to secure the resources, equipment, and renovate the community's schools to best meet the needs of security and safety.

Policy and Resolutions Committee Notes

The committee turned down this resolution, agreeing that the overall intent of the proposal was already covered in existing WASB resolutions, 2.20, 2.40, 2.42, and 6.12.

6. Local Control of Educational Programming

Resolution as Submitted by Wauwatosa

Let it be resolved that the Wauwatosa School Board is opposed to the continued erosion of the locally elected school boards to manage and determine the academic program of their community schools.

Rationale Provided by Wauwatosa

Whereas, The State of Wisconsin has specified in its constitution that locally elected school boards are duly authorized agents of the State to ensure that public education is effectively implemented for the citizens of their community. In recent legislative sessions; and

Whereas, the Wisconsin legislature has encroached on the statutory authority of school boards and districts; Whereas, Wisconsin Statute 120.44 states that school districts shall be under the management, control and supervision of a school board; and

Whereas, Wisconsin Statute 120.44 further states that a school board is to do all things reasonable for the performance of its functions in operating a system of public education; and

Whereas, the State of Wisconsin also has an elected Superintendent of Schools that oversees the Wisconsin Department of Public Instruction, which has oversight of the improvement of curriculum, instruction, and educational for local educational agencies according to Wisconsin Statute 20.255; and

Whereas, the state legislature has inserted itself in the local governance of school districts impacting areas that are reserved for local school boards to align policy and practice to the values and expectations of the community they serve.

Policy and Resolutions Committee Notes

The committee turned down this resolution, believing that the overall intent of the proposal was already covered in existing WASB resolutions 1.02, 3.02(a), and 3.20. In addition, the committee believed the proposal was already in line with overall mission of the WASB: to promote local control of education.

7. Civics Education

Resolution as Submitted by South Milwaukee

The WASB shall support a strategy of ensuring a comprehensive and cohesive K-12 Civics Education curriculum, with the stated goal of supporting excellence in civic literacy and civic engagement so all students can learn to become both engaged citizens and critical consumers of information.

Rationale Provided by South Milwaukee

While DPI has standards related to civics education, in schools it is essential for students to be able to filter information and critically think and problem solve. The School Board of South Milwaukee believes it will be beneficial for WASB to support a resolution in this area.

Policy and Resolutions Committee Notes

The committee turned down this resolution, believing that the intent of the resolution was already covered by existing WASB resolution 3.28 Character Education. It was also stated that should school boards seek to prioritize this subject area further, this would adhere to the principle of local control.

Proposed Amendment to the WASB Bylaws

Submitting Board: Kettle Moraine

Brief Explanation of Proposal

The proposed amendment would in essence create a second tier of membership called "limited active members." Limited active membership would allow boards to opt-out of advocacy representation by the WASB and the funding of advocacy representation by the WASB while retaining access to specified benefits of membership in the association (see below).

Upon passage of this amendment, the WASB Board of Directors would be responsible for designating a portion of the regular annual membership dues that supports advocacy activities (referred to as "advocacy dues"). Boards seeking to opt-out of supporting advocacy efforts reflecting Delegate Assembly approved positions and thereby becoming a limited active member, will adopt a board resolution to that effect and notify WASB at the time it submits its regular annual dues payment. After receiving the board's regular annual dues and resolution seeking to opt-out of advocacy activities, the WASB will issue a rebate to limited active member boards for the amount constituting "advocacy dues."

Limited active members will retain the right to: run for election to the WASB Board of Directors, vote for WASB Regional Directors, vote on WASB bylaws amendments, request to change WASB regions, and serve on WASB committees other than the Policy and Resolutions Committee.

Limited active members also retain the right to attend the State Education Convention, WASB regional meetings, and other WASB-sponsored conferences and events.

Limited active members **will not** have the ability to: vote on proposed resolutions at the WASB Delegate Assembly, submit proposed resolutions to the WASB, or be appointed to the WASB Policy and Resolutions Committee. Boards that pay their regular annual membership dues will remain active members and will retain all these abilities per the WASB Bylaws.

Rationale from Submitting Board

The Kettle Moraine School District, reflecting input from its community, has identified a misalignment between certain WASB advocacy positions and local values. A one-size-fits-all advocacy model fails to reflect the unique demographic, cultural, and policy landscapes across Wisconsin.

A tiered dues structure would:

- Respect member districts' right to determine if advocacy aligns with local priorities
- Preserve organizational unity by preventing full withdrawals
- Strengthen transparency and trust by offering choice

This proposal strikes a balance between collective strength and local autonomy.

PLEASE NOTE: Language being added to the WASB bylaws in the proposal will be **<u>UNDERLINED</u>**. Language that is removed from the bylaws in this proposal will be **~~STRUCK THROUGH~~**. This document does not contain a full copy of the WASB bylaws, some articles and sections were left out for the sake of space and simplicity. A record of the current bylaws (in their totality) is enclosed in this mailing.

ARTICLE III
Membership

Section 1. There shall be ~~one class~~ **two classes** of voting members known as active members **and as limited active members**. Active membership shall be open to all public school boards and boards of control of cooperative educational service agencies in the State of Wisconsin upon complying with the Bylaws' requirements for active membership and shall include each member of the Board of Directors of this Association.

Section 2. Each active member shall be entitled to one vote at each meeting of members. **Limited active members are not entitled to vote at annual or special meetings of the members under Article VIII except for votes under Article XIII to amend these bylaws.** A delegate of a member public school board shall not serve as a delegate of a board of control and vice versa. The vote of each member public school board and board of control shall be cast by a delegate selected from the membership of the board as is more fully provided in Article VIII, Section 5 of these Bylaws.

Section 3. Regular Dues (active members).

The annual membership dues for active members shall be as follows.

(d) The Board of Directors shall designate part of the regular dues as supporting Association lobbying activities (hereinafter referred to as the advocacy dues). The purpose of this designation is to allow members to choose not to support Association lobbying activities. The advocacy dues shall be based on that part of the regular dues that support Association direct lobbying activities on policy matters before the Wisconsin and Federal governments, including but not limited to lobbying the Wisconsin Legislature, U.S. Congress and Wisconsin and Federal administrative agencies. Advocacy dues shall be calculated based on the prior year's audited financial statement.

Section 4. Payment of Dues.

(a) Only those public school boards and boards of control who pay membership dues for the current fiscal year in accordance with Bylaws are entitled to active membership or any of the rights of active members. **Public school boards and boards of control who choose not to pay advocacy dues as provided below are limited active members.**

(b) Except as hereinafter provided, annual membership dues shall be paid in advance during July of each fiscal year. **A public school board or board of control may opt out of paying advocacy dues by adopting a resolution and notifying the Association when it submits payment of its regular dues. Members opting out of paying advocacy dues will receive a rebate of the amount paid representing advocacy dues. Members opting out of paying advocacy dues are limited active members.**

ARTICLE IV
Board of Directors

Section 2. Regional Boundaries: For purposes of election of the Board of Directors, the State of Wisconsin is divided into 15 Association regions, the boundaries of which shall coincide with school district boundaries. The regional boundaries shall initially be established by the Board of Directors and approved by a majority vote of the delegates voting at a meeting of the Delegate Assembly. Thereafter, district boundaries may be revised upon request of an active **or limited active** school board member for transfer to another region and approval by a two-thirds vote of the total membership of the Board of Directors.

Section 3. Qualifications, Term and Election

(a) Qualifications: Each member of the Board of Directors shall be a member of a public school board which is an active member **or limited active member** of the Association. Not more than one Director shall be elected or appointed from any of the 15 Association regions.

(c) Nomination and election: Persons qualified to be elected as directors of the Association shall be nominated and elected as follows:
The Director from each region shall be elected at the fall regional conference of members of the Association by the member public school boards and cooperative educational service agency boards of control present and voting pursuant to the following procedure:

(3) Each public school board and board of control (determined by the cooperative educational service agency address) in the region, which holds active **or limited active** membership in the Association, shall be entitled to one vote in electing a single nominee from the region for the Board of Directors and the vote of each member public school board and board of control must be cast by a single member of such school board and board of control who is present at the conference. The voting shall be by ballot unless there is only one nominee, in which case a voice vote shall be used. If a nominee does not receive a majority of the votes cast on any ballot, then the voting by ballot shall continue until one nominee receives a majority, provided, however, that:

Section 4. Vacancies

(c) A vacancy shall exist when:

(1) The public school board of which the Director is a member ceases, for any reason, to remain an active **or limited active** member of the Association

ARTICLE V
Officers

Section 5. The Secretary shall be responsible for keeping the minutes of all meetings of the Delegate Assembly and of the Board of Directors. He or she shall also be responsible for

keeping all records, giving all required notices, handling the correspondence of the Association and the performance of such other duties as the Board of Directors may assign.

He or she shall present a detailed budget to the Board of Directors and, upon approval, to the entire membership prior to the beginning of the fiscal year of the Association. **The budget shall include the calculation of advocacy dues as provided in Article III, Section 3 (d).** He or she also shall submit a detailed financial report at the close of each fiscal year to the Association's membership.

ARTICLE VII
Committees

Section 2. Policy and Resolutions Committee: A Policy and Resolutions Committee shall be appointed annually by the President following recommendations by the members of the Board of Directors. This Committee shall be composed of the Executive Committee and members of school boards holding active membership in the Association. **Members of school boards holding limited active membership may not be appointed to the Committee.** The Committee shall include in its total membership a representative from each of the Association regions and from each of the several types of public school districts operating in the State of Wisconsin.
...Retains Current Language for Remainder of Section...

Section 3. Other Committees: There shall be such other committees as the Board of Directors shall from time to time establish, which shall be appointed by the President from among the members of public school boards holding active membership **or limited active membership** in the Association.

The President shall appoint at least one Director to serve on each of the committees authorized by this section of the Bylaws and each such committee shall have such duties as may be assigned to it by the Board of Directors.

ARTICLE VIII
Meeting of Members

Section 5. Voting and Certification of Delegates: The voting members of the Association (including members of the Board of Directors) shall each be entitled to one vote. The vote of each member public school board and board of control shall be cast by a delegate or alternate delegate selected from among the board members who are qualified to serve under Article III, Section 2, of the Bylaws. **Limited active members may not vote at meetings of the members except as provided in Article XIII.** All delegates and alternates shall be certified in writing by the president, secretary or administrator of the member board. The certification must be delivered in person or by mail to the Association's principal office at least five days before the meeting of members as a condition to the member's right to vote at the meeting provided, however, that a member's delegate and alternate or alternates once certified shall be deemed to have continuous certification on the records of the Association and shall be entitled to cast

the member's vote until a new certification is received if such delegate or alternate upon presenting himself or herself at the meeting of members establishes to the satisfaction of the credentials committee for such meeting that he or she is currently a member of the board of the active member which he or she purports to represent as a delegate, and is otherwise qualified.

ARTICLE IX
Submission of Resolutions to Delegate Assembly

Section 1. ...*Retains First Paragraph of this Section*...

Any active member desiring the consideration of a resolution or resolutions by the Delegate Assembly may submit such resolution to the Policy and Resolutions Committee for the Committee's evaluation and recommendation provided that such resolution is received at the principal office of the Association on or before September 15 of the year immediately preceding the year of the next Delegate Assembly**. Limited active members may not submit resolutions to the Committee.** The Policy and Resolutions Committee shall, after evaluating all such proposed resolutions timely submitted by active members, determine which of the resolutions shall be approved and submitted for the consideration of the Delegate Assembly and distributed with the notice of the Delegate Assembly.

...*Retains Current Language for Remainder of Section*...

Section 2. The Association Board of Directors or an active Association member **(but not a limited active member)** may submit to the Policy and Resolutions Committee, at its pre-Delegate Assembly discussion session under Article VII, emergency resolutions for committee consideration. The Committee shall consider each resolution, and shall also attach its recommendation to those resolutions it reports to the Delegate Assembly. The Delegate Assembly shall consider emergency resolutions if two-thirds of the members present and voting vote to consider such resolution.

ARTICLE XIII
Amendment of Bylaws

These Bylaws may be amended at any annual or special meeting of the Delegate Assembly by a vote of two-thirds of the members present and voting. **All** proposed amendments must be submitted in writing to the Association office at least 40 days prior to the meeting at which they will be voted and the Executive Director must include such proposed amendments in the notice to the membership for such meeting.

Amendments to these Bylaws shall take effect on adoption by members at a membership meeting unless another date is specifically set forth in the resolution of amendment.

Limited active members may vote on bylaw amendments.

Fiscal impacts of declining enrollment in Wisconsin

How the state and school districts can respond

Declining Enrollment: Strategic Planning for School Districts

CESA 1 & WASBO Workshop

December 3, 2025

Fiscal impacts of declining enrollment in Wisconsin

How the state and school districts can respond

Fiscal impacts of declining enrollment

What are the short- and long-term impacts of ongoing enrollment declines in Wisconsin?

State and local policy implications

What policy options could state and local leaders consider to adapt to declining enrollment while keeping the needs of students as the top priority?

WASBO

Setting the stage:
Declining Enrollment:

Reduces resources faster than costs

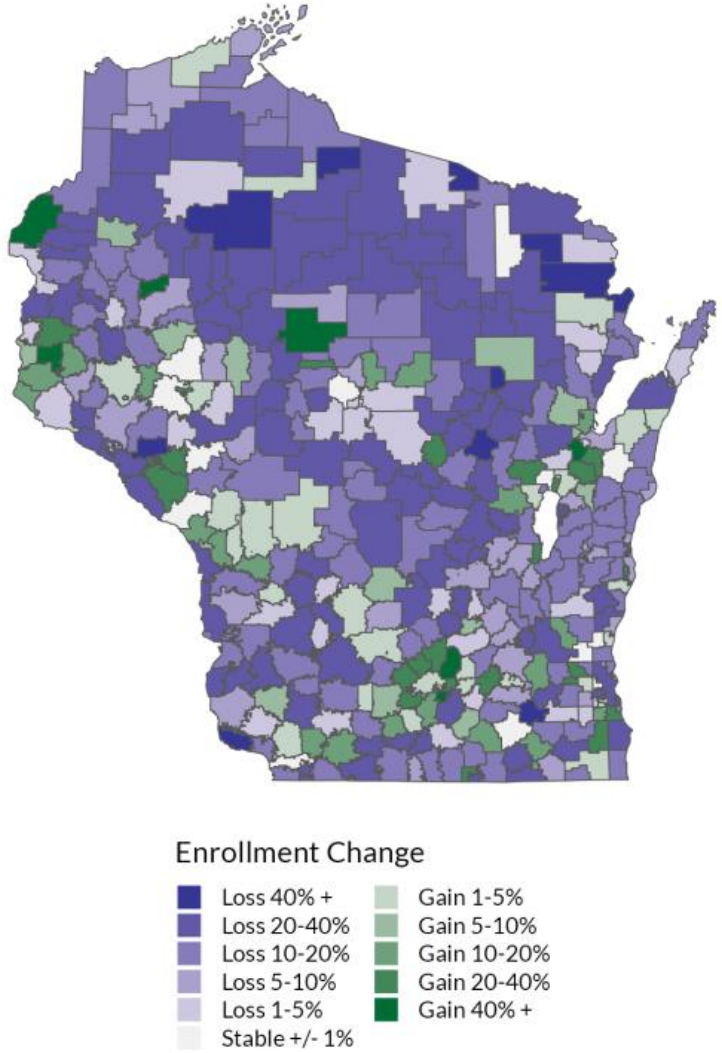
73% of districts are in declining enrollment in 2023-24 (55% in 2006-07)

75% of students are located in just 30% of districts

Challenge: Explaining the resources districts need to serve remaining students amid enrollment declines

Percentage change in enrollment

2005-06 to 2023-24



Sources: DPI

Throughout this discussion, consider these questions…



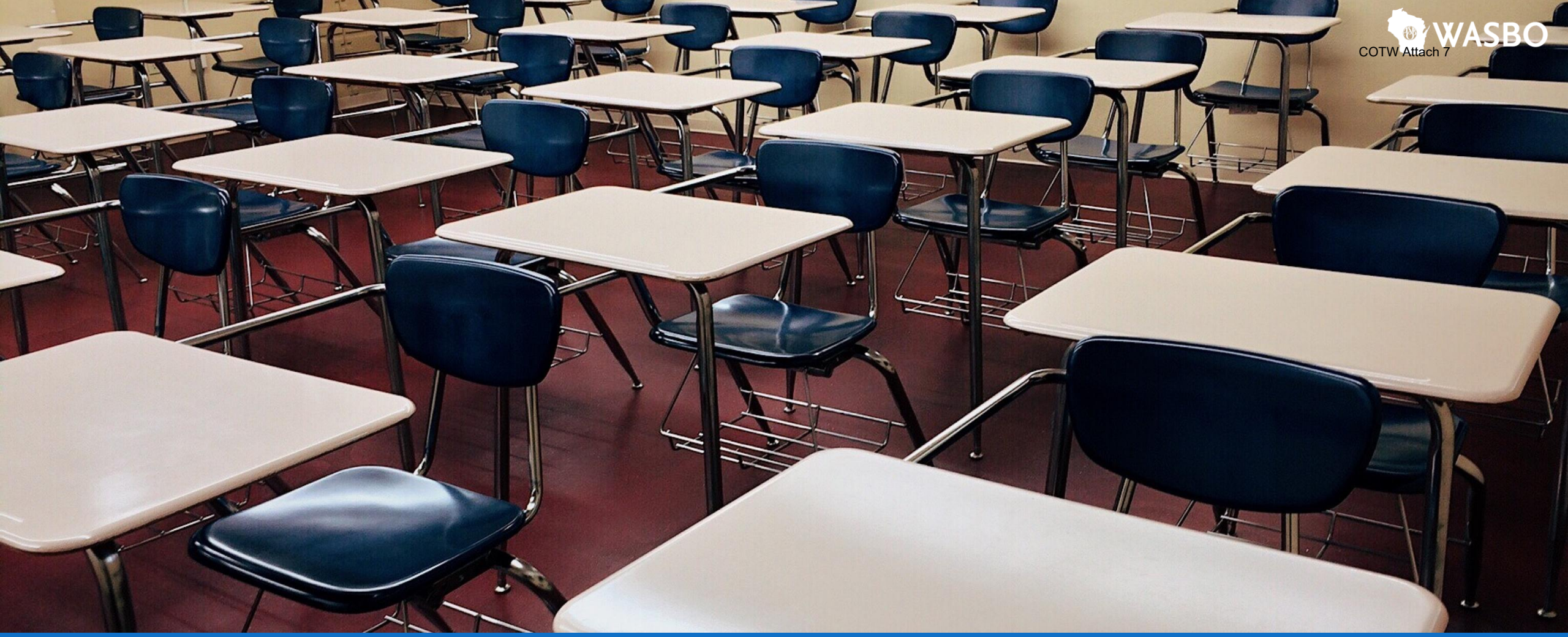
How would your district's plans surrounding referendums be affected (if at all) if state funding system included:

- Revenue limits tied to inflation
- More robust special education funding – e.g., from 60% to parity with special needs voucher (90-100% sum sufficient)
- Extra per-pupil funding for poverty and ELs

How would a school finance system that met those criteria affect how your district would be positioned to respond to enrollment declines?

Keeping student outcomes and experience front and center…

what changes could your district make to staffing, facilities, programming, and other structures to emerge better and stronger amid enrollment declines?



Fiscal impacts of declining enrollment

What are the short- and long-term impacts of ongoing enrollment declines in Wisconsin?

Even small enrollment losses can destabilize district budgeting

Even a 1% loss of enrollment can **impair stability of districts' financial picture**

Enrollment losses – left unaddressed – could increase costs beyond available revenues. **Breadth of programming/educational quality can suffer; districts can stay mired in reactive damage control-mode**

Likely result: **Inequality can rise** as families with means seek non-public options, leaving large shares of highest-need students in underfunded schools

State school finance formula is designed well in an environment of increasing enrollment – it does not build in protections for declining enrollment – it just includes a few "parachutes" (but not for open enrollment volatility!)

School district budgets do not shrink easily

Budget savings from cost cutting are limited: Costs are not shed as fast as enrollment revenue goes down → Fixed costs do not fall on a per pupil basis → Loss of economies of scale (especially for teacher and support staff spending)

Rural districts are especially vulnerable

- Many already have lean staffing models
- High per pupil costs for educators, transportation, and administration – more likely to resort to deficit spending

Under current system – enrollment losses can reduce the resources needed to "right size"

Loss of revenue from enrollment declines can impede districts from exploring the very efficiencies, educational offerings, and facilities improvement that they need to "right size" and attract/retain students – **students and taxpayers lose**

This is why structural fixes to the foundation of the school finance system would better position school districts to meet the declining enrollment moment

Long-term enrollment losses can raise big questions about facilities and capital planning



Should we repair or renovate existing school buildings?



Should we construct new buildings that better align with future enrollment patterns?



Should we sell existing property?



Should we repurpose space for benefit of community?

Child care, 4K, Social services?

Equity impacts:

Harms are not evenly distributed across all districts/students

Districts with largest populations of highest-need students are at higher risk of losing resources from enrollment declines

Student groups at greatest risk of attending a district with enrollment-related funding cuts:

- Students with disabilities
- English learners
- Students in foster care
- Migrant students
- Homeless students

Implications of selected enrollment projections:

District enrollments will comprise more and more high needs students

Recall - Projected enrollment changes by 2029-30

Students with disabilities: +6% (+2 point in share)

English Learners: +10% (+1 point in share)

Major implications for school finance, availability of resources

Growing share of district budgets will be allocated to serving highest need students



State policy implications

What policy options could state policy makers consider to help districts adapt to declining enrollment while keeping the needs of students as the top priority?

State plays a pivotal role

This is a statewide and a state-level problem as well as an opportunity for districts to adapt in new, innovative ways

Districts cannot solve this problem alone

States have a role to play to ensure districts have resources to activate long term strategies that not only equitably mitigate harms to students and communities but create better opportunities for students

First step: Make sure foundational state finance system meets the needs of students

THEN…consider specific tactics to address declining enrollment

What options does Wisconsin have?
What are the tradeoffs?

Idea from 2019 Blue Ribbon Commission on School Funding

Modify hold harmless provisions to smooth transition to lower enrollments

Calculate revenue limits using longer time horizon than three-year rolling average (e.g., five years)

Allow the declining enrollment adjustment to account for long-term enrollment declines: Instead of using prior year rolling average as base year, pick a fixed base year for all subsequent years. Districts receive 90% of what decline would have generated (up to loss of 10%)



Gives districts more time to adjust to decreasing revenues – Plan for referendums and build long-term strategies to "right size" for permanent enrollment losses

Limitations of hold harmless:

Not a long-term solution to permanent enrollment declines…

Hold Harmless carries tradeoffs…

Diverts state and local resources away from other high-priority needs

---

Can penalize districts that see enrollment rebounds or increases

Can remove sense of urgency – could allow school boards to delay difficult decisions to "right size" for ongoing lower enrollments – depletes reserves

---

State should design hold harmless provisions to balance district revenue stability with need to make long-term changes to finance structures

Instead of Hold Harmless policies…Invest directly in districts' financial foundations

Rather than address enrollment variations directly, provide resources that **strengthen districts' financial foundations**

This allows them to better weather enrollment losses, avoid referendums, identify and address their highest priorities:

- Special education: Move from 30.6% in 2024-25 sum certain reimbursement to something closer to what the state guarantees to special needs voucher schools: 90-100% reimbursement
- Inflationary indexing: Restore statutory guarantee of general spending authority that matches or exceeds inflation

Provide state incentive grants and supports for enrollment transition

Alongside hold harmless policies and sufficient foundational funding…

Provide guidance and incentive grants to support school districts with structural shifts in operations and facilities that position district for long-term financial sustainability amid enrollment losses

Ideas from 2019 Blue Ribbon Commission on School Funding

Provide incentives to districts to consolidate or share services

Allow two or more districts to create new K-8/UHS districts

Provide funding to undertake whole grade sharing agreements

Provide incentive aid for districts sharing administrative positions

Provide per pupil adjustment (through aid or revenue limit) to consolidating districts

Provide gradually phased out state aids to help smooth out disparate property tax rates between consolidating districts

Provide grants for feasibility studies

Opportunity:

State policy could leverage declining enrollment to benefit public schools

Higher per pupil funding

All things being equal, maintain funding levels that allow revenue limits per pupil to increase (w/ neutral effect on property taxes)

- could generate more per pupil resources for schools without raising state/local investments relative to status quo
- allows districts to provide more educational opportunity for remaining students, amid declining enrollment
- Could bolster resources enough for district to avoid or reduce size of referendums

"Right-size" the K-12 funding system:

Place funding priority on district schools (constitutionally required)

Just as districts have to consider "right-sizing strategies" to adjust to new reality, **state could reconsider the breadth and depth of K-12 options:**

Ensure districts schools have sustainable funding and students' needs are met before investments in other K-12 options

Role for DPI:

Provide information and guidance to districts

Provide assistance and information on effective and efficient **downsizing that prioritizes (and does not harm) student experience** and educational opportunity

Provide guidance on how to assess and place priority on **equity impacts of school closures** (disparate impacts on certain student groups?)

Provide training, guidance to districts on **multi-year demographic and enrollment projections** and how those guide fiscal decisions

Assist and fund districts to mitigate staffing cuts by **retraining staff to fill critical staffing needs** (e.g. for special education)

The primary source of fiscal crisis for school districts is state school finance policy…

not declining enrollment in and of itself

Declining enrollment exacerbates but is not the cause of structural problems with Wisconsin's school funding policy, most notably:

- Revenue limits that do not keep up with inflation
- Voucher funding policies divert resources away from public schools
- Underfunded special education
- No poverty funding

Under current state policy: enrollment declines eventually will (and already have in some cases) reduce revenue limit authority to well below the current costs to run districts

State policy provides extremely limited supports for costs associated with steps districts could take to restructure operations and capital resources to adapt to declining enrollment



Key question: What is within local district control to mitigate the impacts of declining enrollment – to protect students and remain fiscally sustainable?

WASBO

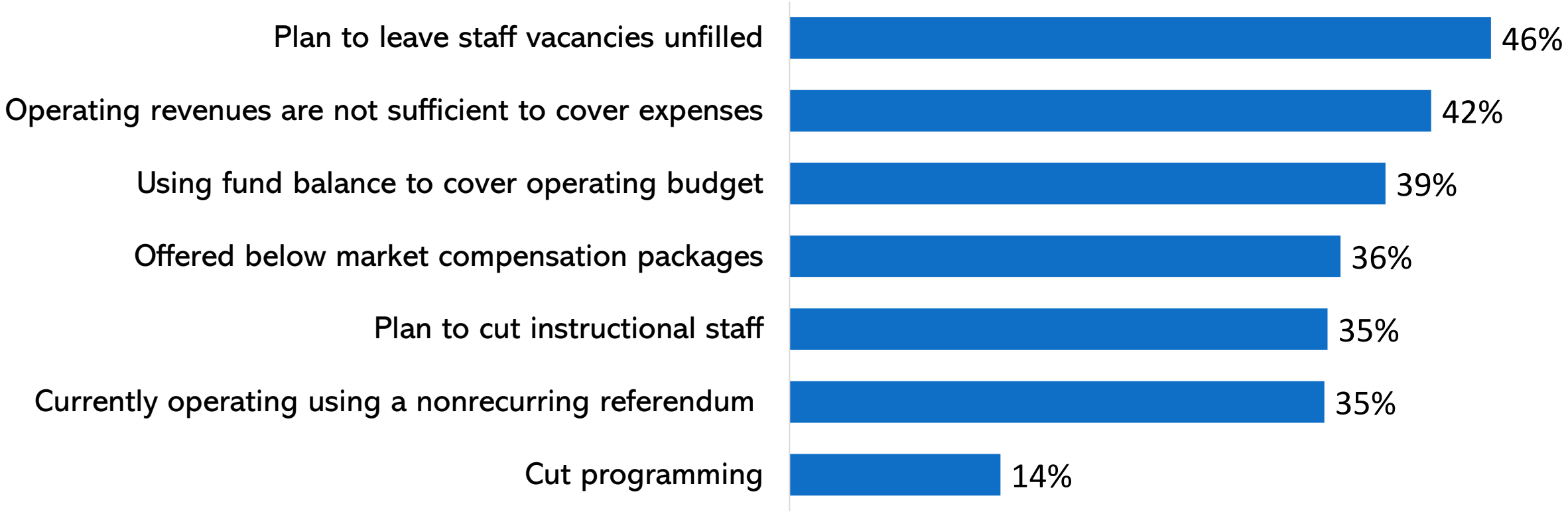


Local district policy options

What policy options could local districts leverage to adapt to declining enrollment while keeping the needs of students front and center?

Short-term/stop-gap strategies:

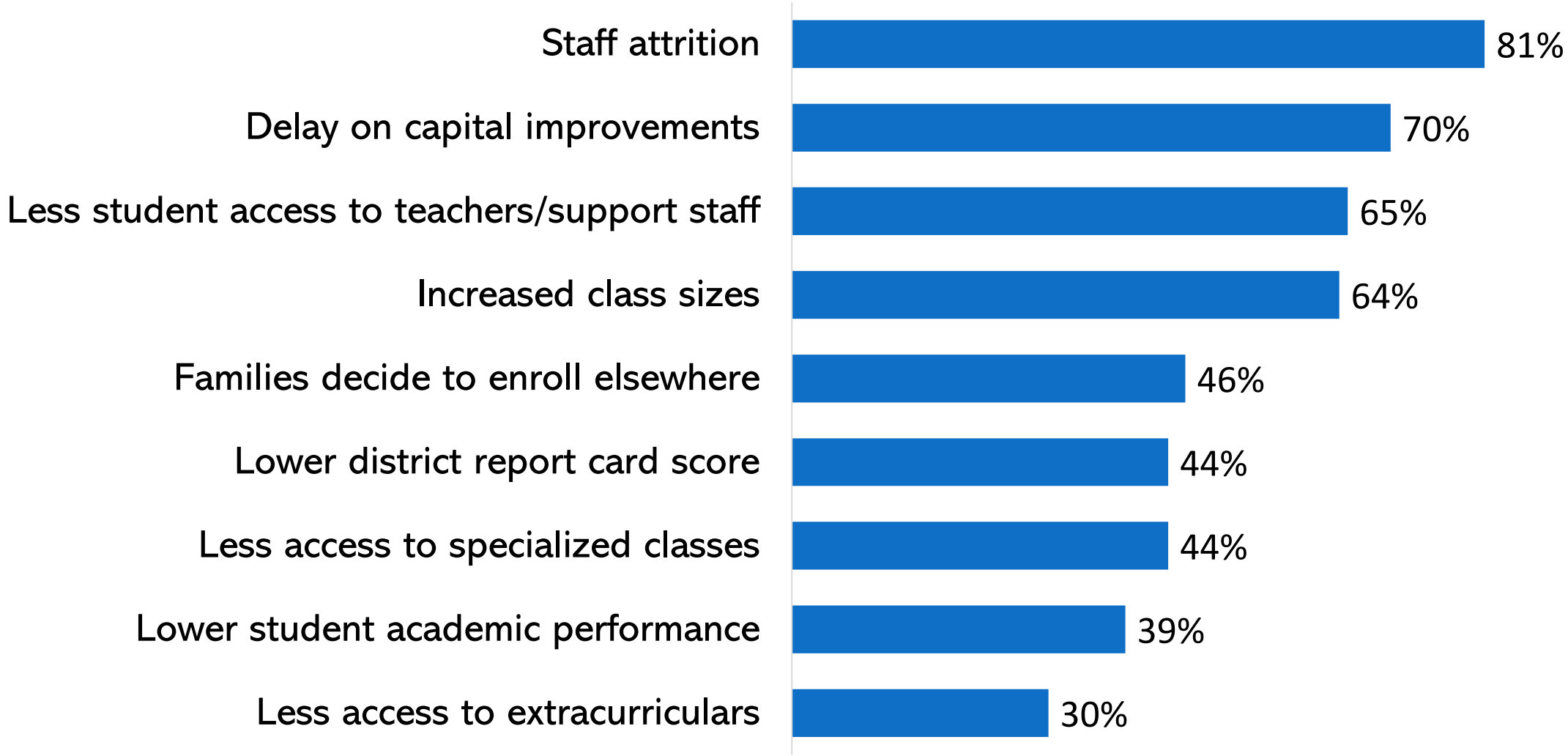
Percent of respondents citing various budget impacts for 2023-24



Source: WASBO December 2023 survey of superintendents and school business officials

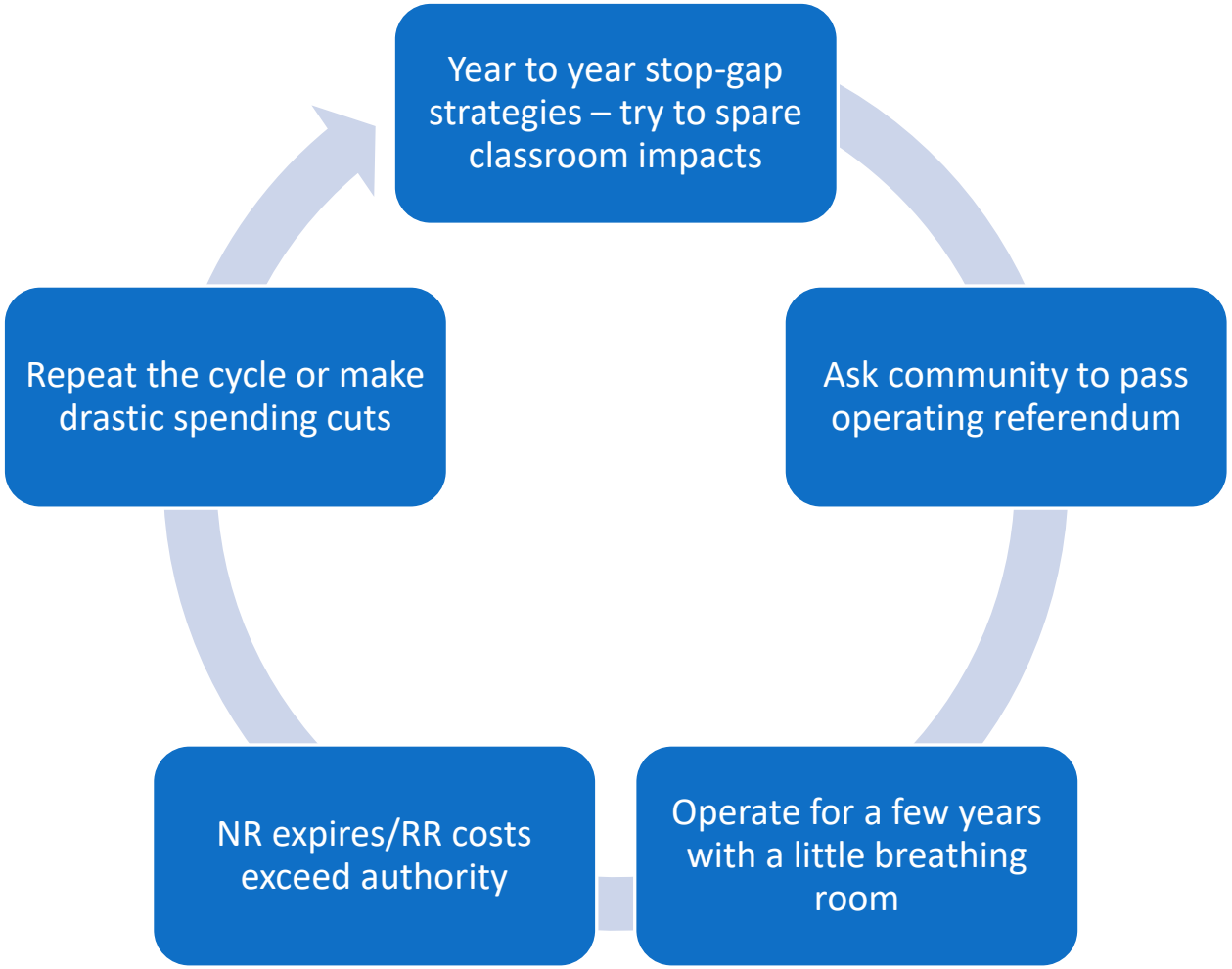
Harms to mitigate with long-term declining enrollment strategies:

Percent of respondents citing impacts on students due to fiscal constraints (2023-24)



Source: WASBO December 2023 survey of superintendents and school business officials

The operating referendum cycle: Kicks the can… from the state to local level



Monroe schools facing tough choices

District eyeing deep cuts to programs, potential referendum

"The cuts, in fact, are **deep enough to potentially impact future class sizes, vital support programs, advanced placement access; and other student services**. And while district officials agree the cuts are indeed undesirable, the discussion over making them is **not a "scare tactic,"** as **declining enrollment has conspired with shrinking state aid** to place all Wisconsin public schools in a tough spot financially."

Source: Mays, Gary (December 2, 2025) Monroe schools facing tough choices. The Monroe Times

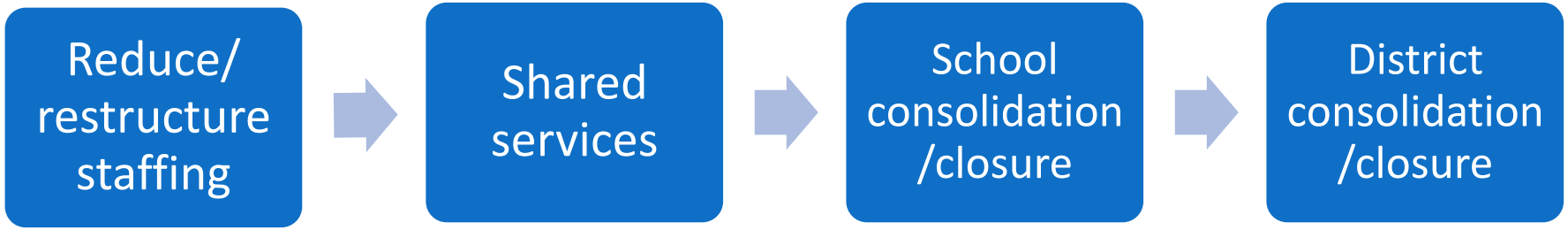
Adapting sustainably to enrollment declines: Steps for districts

Step 1: Identify source and reason for falling enrollment

Step 2: Explore strategies to attract/retain students

Step 3: Communicate/engage with community

Step 4: Explore spectrum of consolidation:



Step 1: Identify source and reason for falling enrollment

Tailor student attraction/retention strategies to reason for enrollment loss (where possible)

Is it demographics? Fewer school-age students?

Are families/students migrating out of the area?
- Large employers downsizing or relocating?
- Lack of employment opportunity
- Lack of housing availability/affordability?

Are families choosing other schools before ever trying the local public school?

Are students leaving the district to attend other schools?
- Private schools / voucher schools / independent charters
- Open enrollment out to other districts

Step 2: Explore strategies to attract/retain students

Note: These are promising options for mitigating enrollment losses. But they offer limited costs savings and/or have upfront costs

District-run charter or other specialty schools

- Use to attract new families/staff with specific preferences through specialized offerings (e.g., Appleton)
- Can take the form of specialized academic interests (e.g., arts, STEM)

Partner with local business leaders to develop/offer specialized career pathways/academies (e.g., RUSD)

Explore learning options and platforms that cater to diverse student needs – flexible scheduling, dual enrollment, high quality virtual/blended learning…

Families leave for legitimate reasons. Listen to families who are *staying* (not just critics). Keep doing what's working for them.

Step 3: Communicate/ Engage with community

Engage with families: Continuous efforts to reconnect with missing, disengaged, chronically absent students – some districts employ a dedicated pupil services/attendance counselor (outreach to families, including home visits)

Adopt frequent community conversations to continually educate about the financial impacts of falling enrollment. Explain interactions between:

- State aid
- Revenue limit
- Tax levy
- **Example puzzle to explain:** How a district can have declining enrollment and yet see tax levy go up

Step 3: Communicate/ Engage with community

Enact "listening" practices for gathering feedback from parents, students, community: surveys, listening sessions, task forces, social media monitoring

Initiate conversations **about long-term structural solutions** to operating as a smaller, leaner, better school system

Gain buy-in to be proactive (and not wait until crisis hits) – avoid putting off needed major structural budget strategies to adjust to new smaller revenue reality (e.g., closing schools)

Show how changes preserve resources and enhance opportunities for existing students

Primary guiding question throughout all considerations:

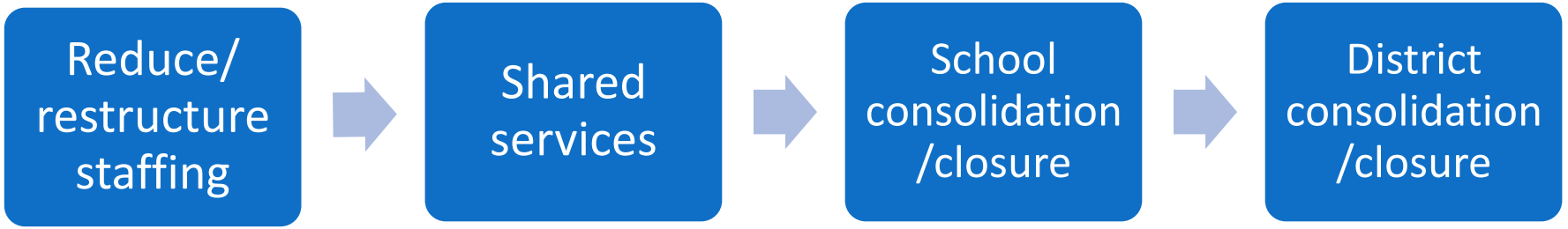
How could restructuring/consolidation (in whatever form) help provide greater opportunities, enhance educational quality, and drive better outcomes – FOR STUDENTS?

Step 4: Explore range of options to reduce costs through various levels of Consolidation

Then…

What steps can be taken to enhance financial sustainability given the revenue losses projected from enrollment declines?

Spectrum of consolidation



Ponder this question...



Has your district considered some form of resource consolidation to cope with enrollment losses?

- Shared services
- Whole Grade Sharing
- School cclosures
- District consolidations

How likely is it these will be serious considerations in the next 5-10 years?

What challenges would these steps present in your district? Your community?

What opportunities might these steps offer to enhance the student experience?

Instructional staffing needs (and costs) drives budgets even as enrollment declines:

Options for reducing staffing costs that focus on what would best serve students and student outcomes

- Retain the most effective educators (align contracts accordingly)
- Assign remaining staff evenly to align with students and their needs
- Restructure staffing model: Reduce layers and specialized positions – reorganize to deploy teams of highly-effective generalists (or multi-specialists) that work directly with students
- Caution: Attrition and seniority-based staff reductions can have unintended consequences
  - Loss of most effective educators
  - Uneven distribution of needed expertise
  - Disproportionate impact on high-poverty schools (usually less experienced staff)

Share/ consolidate services (with other districts, CESAs, combination)

Goal: Retain instructional quality and flexibility while consolidating administrative/operating costs

Administrative functions, for example…

- Health care cooperatives
- IT services
- Student information services
- Centralized cooperative purchasing (e.g., food, textbooks)
- Transportation

Programmatic functions, for example…

- Virtual learning opportunities
- Shared educational offerings
  - Specialized courses: Dual enrollment, CTE, world language
  - Special education
  - Art, music, library
  - Athletics, other extracurriculars
- Whole grade sharing

Potential benefits

Too many schools for shrinking student population?

School closures or District consolidation



Proactive exploration of strategies can advance equity, drive innovations, expand instructional programs



Potential facilities/capital/maintenance savings



Possible staffing cost savings (fewer building-specific positions, e.g. principals, nurses, aides…)



Opportunity to consolidate/expand offerings for specific grades or student groups (e.g. special education) in one building – improves equity

Potential challenges

School closures or District consolidation

Closing schools can cost more in the short-run (reconfiguring capital needs of existing schools, boarding up/selling costs, transportation analysis/consulting, etc.)

Limited savings from staff reductions – many teachers are relocated to remaining schools

Loss of staff (often highest performers): Some staff might not be willing to move, travel, increase workload, shift duties

Staff morale/retention challenges – closures often do not inspire confidence

Fewer opportunities for small, rural schools with geographic constraints and less economy of scale –- staffing models are already stretched – staff wear many hats

Potential challenges (cont.)

School closures or District consolidation

Program cuts from closures can harm student achievement and long-term outcomes (especially for low-income students).
For example:

- Drops in test scores
- Increase in disciplinary actions
- Lower educational attainment
- Lower employment and earnings

Increased transportation time, especially in rural areas (can prevent participation in athletics, extracurriculars, parent-teacher conferences, etc.)

Loss of community anchor/identity/employer; blight (esp. in high poverty areas)

School closures/consolidation: Equity considerations

Does not work well in small, rural districts: Key infrastructure/staffing cannot be downsized regardless of enrollment levels

Students in closed schools are more likely to be:

- Black
- Low-income
- English learners

In districts with greater income segregation, closed schools have proportionally more low-income students than rest of district

Districts tend to close schools with relatively lower test scores; tendency is even higher where there is greater income segregation – sometimes students move to higher performing schools, sometimes not

Numerous complex factors need to be reconciled

District consolidation

- Impact on taxpayers (differing property wealth, tax rates, etc.)
- Impact on state aid
- Referendums currently in place
- Local economic and workforce effects
- Differences in revenue limit per pupil
- Differences in debt burden
- Impact on enrollment patterns
- Serving communities with different needs
- Differences in programs and offerings
- Differences in what each community values, prioritizes



District consolidations take a LONG time – many years: Feasibility studies, stakeholder engagement, adherence to statutory guidelines, etc.

Key to closure/ consolidation:

Multi-year, proactive conversations with community

Student-centered: First consideration in all discussions about adapting to enrollment declines is the **impacts on students**

Inclusivity: Start conversations with all key community stakeholders early, engage often (proactive not reactive)

Transparency: Educate community on challenges ahead, how they relate to history, state policy

Equity: Analyze impacts of school closure proposals: Prioritize school closure plans that mitigate harms on specific student groups or exacerbate segregation, neighborhood disinvestment

---

Build community support by showing how these steps can free up resources for program enhancement for existing students

Recent legislation

Consolidation package adopted in Assembly

6 bills: Sent to Senate Education Committee

Rationale cited by bill sponsors:

- Falling birth rates are and will continue to cause enrollment to decline throughout the state
- Reduce the number of referendums districts are using to "backfill" lost revenues
- Provide incentives for districts to consolidate resources
- Provide better educational opportunities for students
- Save taxpayers money

Recent legislation

Consolidation package adopted in Assembly

6 bills: Sent to Senate Education Committee

1. **AB-644**: State aid for consolidated school districts (extra consolidation aid in various amounts for seven years)
2. **AB-645**: Up to $25,000 for feasibility studies on whole grade sharing or district consolidation
3. **AB-646**: Comprehensive statewide consolidation study (boundaries, enrollment trends, facilities conditions, consolidation recommendations, etc.)
4. **AB-647**: $500/pupil for Whole Grade Sharing agreements
5. **AB-648**: Supplemental consolidation aid when districts' property tax rates differ
6. **AB-649**: Funding for ABs 645, 647, 648

What are your thoughts about this statement (from AB-648 co-sponsorship memo)?



"Because enrollment is the primary driver for our state's school funding formula, districts experiencing declining enrollment receive less money in state aid as their student bodies shrink. Some districts have used the referendum process to increase the property tax burden on local residents to backfill the loss in state aid revenue.

A more long-term solution to address demographic challenges is voluntary school district consolidation."

Source: AB-648 co-sponsorship memo

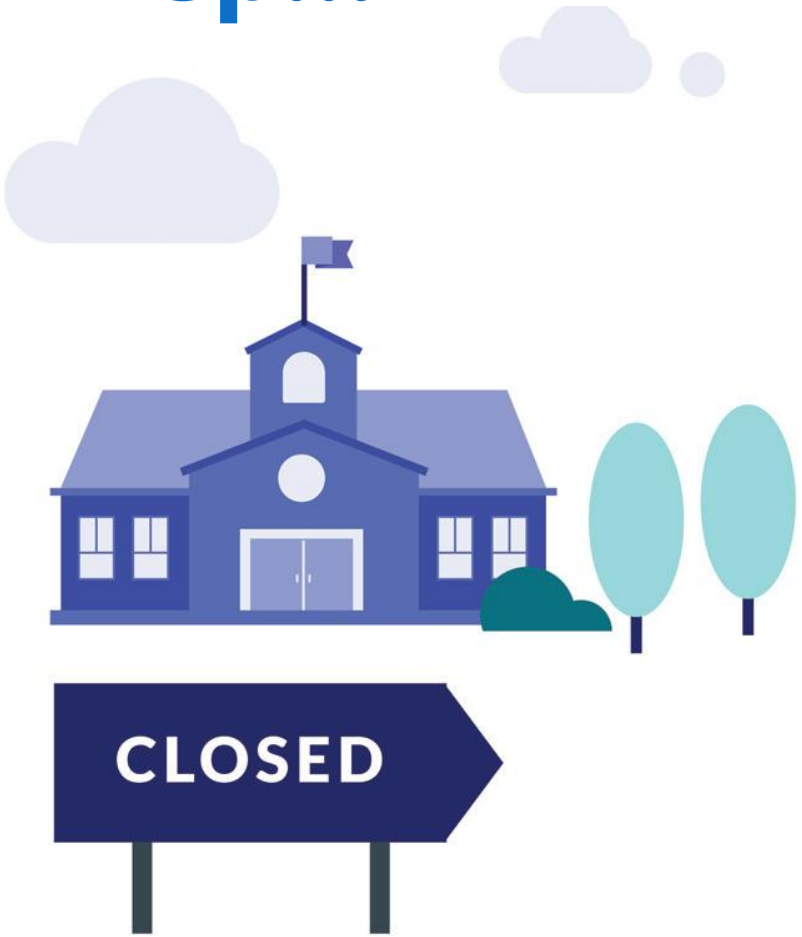


What are your thoughts about this statement (from AB-646 co-sponsorship memo)?

"School district consolidation is no longer just a tool for equity – it is the inevitable future of our education system, likely impacting most districts in the coming years….This legislation empowers proactive planning – identifying where consolidation makes educational and financial sense before the state is forced to mandate it during a crisis."

Source: AB-646 co-sponsorship memo

Summing it up...



Optimal local solutions to declining enrollment need state policies that set districts up for success

Savings from these policy options can benefit existing students by preserving quality and opening up new educational opportunities – **excellent school districts can thrive at any size**

But administrative efficiencies cannot solve the problems caused by insufficient funding for public schools

Consolidation of resources are not a silver bullet – they do not guarantee financial savings and should not be the main goal

"Tools" to help districts adapt to declining enrollment should aim to provide adequate resources and facilitate their ability to offer the **best possible educational experience to students**

Graphic source: Gartner, Jess (September 2023) The next 10 years of Ed Finance: Declining enrollment. Allovue



Wisconsin Association of School Business Officials

Contact Us

Anne Chapman | WASBO Research Director
Anne.Chapman@wasbo.com



Farnsworth and Urban Middle Schools

Interior Virtual Tours

Farnsworth Middle School



Watch on YouTube at https://youtu.be/81T-BmY0LUo

Urban Middle School



Watch on YouTube at https://youtu.be/3Y4wWu7P60M