

Anne Lee, Chairperson John Benbow, Jr. Katie Bielski-Medina Larry Davis Sandra Hett Mary Rayome John Krings, President

February 5, 2018

- LOCATION: Board of Education, 510 Peach Street, Wisconsin Rapids, WI Conference Room A/B
- TIME: Immediately following the Business Services Committee and Personnel Services Committee meetings, but not before 6:15 p.m.
 - I. Call to Order
 - II. Public Comment

III. Actionable Items

- A. Boys and Girls Club of the Wisconsin Rapids Area
 - 1. Update on current programming and planning for the future
 - 2. SPARK Program with Howe Elementary School
 - 3. Pitsch Facility Lease Agreement
- B. Wisconsin Rapids Public Schools (WRPS) Strategic Plan (2018-19)
- C. Job Description: Assistant Director of Curriculum and Instruction
- IV. Updates
 - A. Achievement Gap Reduction (AGR) Board Report
 - B. Student Travel Update
- IV. Consent Agenda Items
- V. Future Agenda Items/Information Requests

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda.

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.



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- TIME: Immediately following the Business Services Committee and Personnel Services Committee meetings, but not before 6:15 p.m.
 - I. Call to Order
 - II. Public Comment
 - III. Actionable Items
 - A. Boys and Girls Club of the Wisconsin Rapids Area (BGCWRA)
 - 1. Update on Current Programs and Planning for the Future

Kent Anderson, Executive Director of BGCWRA will be present to update the Committee on current programs, and future planning for the Boys and Girls Club, as well as how this benefits students from Wisconsin Rapids Public Schools (WRPS). Bret Salscheider, CEO of the South Wood County YMCA will join Mr. Anderson in describing the collaboration between BGCWRA and the YMCA and the impact this will have on future programming.

2. SPARK Program with Howe Elementary School

Mr. Anderson will be joined by Tina Miller, Principal at Howe Elementary School, to describe the SPARK Program, which is a program designed to enhance literacy for students at Howe through services provided by BGCWRA. BGCWRA is able to provide these services through a grant they obtained from Education Analytics, Inc.

3. Pitsch Facility Lease Agreement

Because of the construction schedule for the new location for BGCWRA, the club is interested in extending the current facility lease agreement with WRPS (Attachment A and A-1).

The administration recommends extending the current lease agreement between BGCWRA and WRPS until May 31, 2020.

B. WRPS Strategic Plan (2018-19)

Craig Broeren, Superintendent and members of the Strategic Plan Committee, will be present to update the Educational Services Committee on the WRPS Strategic Plan (Attachment B). Progress toward goals, as well as next steps will be shared.

The administration recommends approval of the 2018-19 Wisconsin Rapids Public Schools' (WRPS) Strategic Plan.

C. Job Description: Assistant Director of Curriculum and Instruction

Through the restructuring process and an examination of current administrative staffing, it has been determined that moving back to an Assistant Director of Curriculum and Instruction would be most beneficial for the District. Attachment C sets out a proposed job description for this position. This position would replace the current half-time Elementary and Secondary Literacy Specialist positions.

The administration recommends approval of the Assistant Director of Curriculum and Instruction job description, to be filled beginning with the 2018-19 school year.

- IV. Updates
 - A. Achievement Gap Reduction (AGR) Board Report

Per Wis. State sec. 118.44(4)(d), school districts that have an approved Achievement Gap Reduction (AGR) contract must present mid-year and end-of-year information to the school board. The report must contain information on the school's implementation of the AGR contract requirements, performance objectives, and success in attaining the objectives. Kathi Stebbins-Hintz, Director of Curriculum and Instruction, will be present to share this information with the Committee.

- B. Student Travel Update
 - Approximately 12 Lincoln High School orchestra students will be going to the Dorian Orchestra Festival at Luther College in Minnesota on February 11 to February 12, 2018. The students will be chaperoned by Mrs. Ginger Marten, Orchestra Teacher, and will be sharing a coach bus with Wausau Public Schools.

- 2. Approximately 80 Lincoln High School orchestra and choir students will be going to Minneapolis, Minnesota on March 10, 2018 to see School of Rock. They will be accompanied by 15 chaperones including their choir and orchestra teachers, and parent chaperones.
- 3. Band Trip to Florida

Approximately 43 students in grades ten through twelve from Lincoln High School (LHS) will be traveling to Orlando, Florida to participate in the Orlando Heritage Festival from March 22 to March 28, 2018. The band will perform for three adjudicators and then experience a clinic with one of the adjudicators. They will compete against other schools and receive a performance recording. After the performance, the students will have two days at Universal Studios, two days at the Disney Parks, and a day at Cocoa Beach. The students will be chaperoned by Jean Olson, LHS Band instructor, and eight parents.

V. Consent Agenda Items

Committee members will be asked to decide which items should be placed on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items/Information Requests

Agenda items are determined by the Committee Chair after consultation with appropriate administration depending upon other agenda items, presentation information, and agenda availability.

Future agenda items/information requests include, but are not limited to:

- Calendars (March)
- Social Studies Curriculum Update (March)
- Music Curriculum Update (March)
- Course Proposal: Lincoln Launch (March)
- Youth Options (March)
- AP and ACT Graduate Report: 2016-17 (March)
- District Professional Development Plan: 2018-19 (April)
- Agenda Planners (May)

LEASE

This LEASE is made and entered into as of the 1st day of July, 2013 between Wisconsin Rapids Public Schools ("Lessor") and the Boys and Girls Club of the Wisconsin Rapids Area, Inc. ("Lessee").

Recitals

Lessor is the owner of a certain parcel of real property which is improved with a building (the "Building"), athletic fields, playground and parking areas, which is commonly known as 501 17th Street South, Wisconsin Rapids, Wisconsin, and is more particularly described on the attached Exhibit "A" (the "Property").

The layout of the Building is attached hereto as Exhibit "B."

The Property is currently in part occupied by a private pre-school day care business doing business as Lots of Tots. The particular classrooms occupied by Lots of Tots are identified by cross hatching on Exhibit "B" (the "Daycare Space").

Lessor also requires one classroom for storage within the Premises, which is identified by shading on Exhibit "B" (the "Storage Room").

Lessee is a non-stock, non-profit 501(c)(3) Wisconsin corporation that operates for the benefit of children in the Wisconsin Rapids area.

Lessee desires to lease the Property, other than the Daycare Space and the Storage Room (the "Premises") from Lessor to house a Boys and Girls club to serve children in the Wisconsin Rapids area, including children, some of whom attend or will attend schools operated by Lessor.

Lessor may need to use the Premises for other future school purposes and activities.

The parties believe leasing the Premises to Lessee upon the terms and conditions of this Lease will be mutually beneficial, including the enhancement of such children's opportunity to prosper in Lessor's schools.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. <u>Demise of Premises</u>. Upon the terms and conditions set forth herein, Lessor hereby leases to Lessee and Lessee leases from Lessor the Premises on a non-exclusive basis.

2. <u>Term</u>. Unless sooner terminated by Lessor as allowed herein, the term of this Lease shall commence on July 1, 2013 and shall continue until midnight on June 30, 2018 (the "Term").

3. <u>Rent</u>. Subject to the provisions of paragraph 5(b)(ii) below, Lessee shall pay to Lessor rent in the annual sum of \$1.00, which shall be due and payable on August 31, 2013 and on every August 31 thereafter during the Term.

4. <u>Security Deposit</u>. Before Lessee shall have occupancy of the Premises, Lessee shall deposit with Lessor to be held by Lessor in a non-interest bearing account the sum of \$4,000.00 as security to insure Lessee's compliance with the terms of this Lease. If Lessee fails to abide by any of the terms of this Lease, including a failure to make any payment of rent or sums due Lessor for any maintenance or repairs to the

Premises, Lessor may withdraw funds from the security deposit to the extent of such obligation and apply the same to payment of such obligation. If Lessor makes such a withdrawal, Lessee shall replenish the security deposit in the amount of the withdrawal no later than ten (10) days after demand by Lessor for the same. It is not the intention of this paragraph that Lessor will regularly seek recourse to the security deposit or that Lessee may regularly rely on the existence of the security deposit for payment of its obligations. If Lessor seeks recourse to the security deposit two times during the Term, upon Lessor's demand Lessee shall pay to Lessor a sum sufficient to increase the security deposit to \$8,000.00, and thereafter the required security deposit shall remain \$8,000.00. Lessor need not seek recourse to the security deposit upon a default by Lessee in its obligations, nor shall the existence of the security deposit constitute a cure of any default by Lessor believes to be due and owing from Lessee.

5. <u>Use</u>.

(a) <u>Use by Lessee</u>. Lessee shall use the Premises exclusively for its specific, authorized, eleemosynary purposes. The Premises shall not be used for any profit making purposes, but such prohibition shall not preclude Lessee from conducting fund raising activities consistent with Lessee's charter and 501(c)(3) status. Lessee shall comply with all laws, ordinances, rules, requirements, and regulations of the federal, state, county and city governments, and of any and all other governmental authorities or agencies that regulate Lessee's conduct and operations upon the Premises. Lessee shall not unreasonably interfere with any of the operations of Lessor's subtenants.

(b) <u>Use by Lessor</u>.

(i) <u>Daycare Space and Storage Room</u>. Lessor, itself or by its subtenants, including Lots of Tots, shall have exclusive use of the Daycare Space, and Lessor alone, and not any subtenant or assignee of Lessor, may exclusively occupy the Storage Room. Lessor hereby reserves to itself and such subtenants the right of access across the Premises for purpose of access to and from the Daycare Space and the Storage Room, as well as the right to use all common areas upon the Premises (hallways, stairs, bathrooms, adjacent lockers, sidewalks, etc.).

(ii) Premises. Lessor, but not any assignee or subtenant of Lessor, shall have the non-exclusive use of the Premises, other than the administrative offices of Lessee, Mondays through Fridays between the hours of 8:30 a.m. and 2:30 p.m. for the purpose of conducting classes, programs and activities, provided such use does not unreasonably interfere with Lessee's business operations. Lessor hereby reserves to itself and its subtenants the right of access across the Premises for purpose of access to and from any part of the Premises to which Lessor has the right of use hereunder, as well as the right to use all common areas upon the Premises. Without limitation, all play areas and the gymnasium shall be considered common areas. No later than July 15 of each year, Lessor and Lessee shall meet to discuss Lessor's occupancy needs for the Premises in the school year beginning July 1 of such year, and shall in good faith attempt to coordinate their schedules and requirements for such year as to the use of the Premises. Lessor shall have priority in the use of the Premises between the hours of 8:30 a.m. and 2:30 p.m. Monday through Friday, except on week days when school is not in session. Lessee shall have priority as the Premises at all other times. Lessee shall not unreasonably object to occupancy and use of the Premises by Lessor and shall have the burden of demonstrating any proposed use by Lessor would unreasonably interfere with Lessee's business operations. If Lessee's business operations expand to an extent that Lessor is unable to enjoy the use of the Premises as it or Lessor proposes and Lessor agrees to waive or otherwise modify its priority as to the use of the Premises to accommodate Lessee's expressed needs, the rent shall be subject to adjustment.

6. Building Improvements and Alterations.

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(a) <u>Lessor Improvements</u>. No later than 90 days after the commencement of the Term, Lessor shall at its cost complete and upgrade to the Honeywell control panel in the Building. Lessor shall not be responsible for any other modifications to the Premises, Lessee having inspected the same and accepting them as is.

Lessee's Improvements. If Lessee desires to improve or alter the Premises after it (b) takes occupancy of the Premises, Lessee shall first submit plans and designs for such improvements or alterations to Lessor and a list of licensed contractors and subcontractors for its approval. If those plans and designs and contractors are not approved, the improvements or alterations shall be made only with such changes as may be required by Lessor. Nothing herein shall obligate Lessor to consent to any improvement or alteration, irrespective of plans and designs for the same, provided, however that Lessee may erect or place upon the Premises a garden shed and maintenance equipment storage shed, but only after Lessor has approved the size, style and location of the same. All work done by Lessee shall be performed in full compliance with all laws, rules, orders, ordinances, regulations, codes, and requirements of all governmental agencies, officers and boards having jurisdiction over the same by contractors approved by Lessor. Any contractor's, supplier's or mechanic's liens filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, Lessee, will be discharged or bonded by Lessee or a legal action commenced by Lessee to determine the validity of such lien within sixty (60) days after the filing thereof at the sole cost and expense of Lessee. All work performed shall be done in a workmanlike manner and with materials (where not specifically described in the specifications) of the quality and appearance of a quality at least equal to and a style consistent with the Building. Lessee shall disclose to all contractors other parties providing labor or materials to the Premises that Lessee is merely a tenant of the Premises, that the Premises are owned by a municipality, and that Lessor is providing no funds to pay for any of Lessee's improvements.

In the case of any upgrade to Lessee's computer systems or the network, Lessee shall first obtain the consent of Lessor, which Lessor shall not unreasonably withhold, and Lessee shall coordinate, synchronize and incorporate any approved Lessee computer upgrade with and into Lessor's computer system as directed by Lessor, all at Lessee's expense.

Except in the case of a sale of the property pursuant to Lessee under paragraphs 19 or 20 below, upon termination of this Lease, all improvements or alterations erected or made on the Premises, other than Lessee's trade fixtures, shall belong to Lessor without compensation to Lessee.

7. <u>Maintenance and Repairs</u>.

(a) <u>Lessor's Maintenance Responsibilities</u>. Lessor shall be responsible for all maintenance and repair of all mechanical systems and the structural components of the same located in or upon the Property, including foundations, walls, windows, doors, and roofs. Lessor shall have no other maintenance responsibilities. Any damage caused by Lessor or Lessor's employees, agents, servants or invitees to the Property shall be promptly reported to Lessor and repaired as soon as practicable by Lessor at Lessor's sole expense.

(b) <u>Lessee's Maintenance Responsibilities</u>.

(i) <u>Maintenance Lessee shall perform/routine maintenance</u>. Lessee shall keep the Premises in a clean and orderly state and shall be responsible for daily maintenance obligations, including, but not limited to, replacement of light bulbs and filters, cleaning and maintenance of floor and wall coverings, duct work, etc., keeping the Premises free of mold and mildew, cleaning of carpets, mowing, snow plowing/removal (including keeping the sidewalks on Pear Street, 19th Street South, Plum Street and 17th Street South free of ice, snow and debris) and other grounds maintenance, and all other routine maintenance, provided, however, that for the period of July 1, 2013 to November 1, 2013, Lessor shall be responsible at its expense for lawn mowing and landscape maintenance. Lessee shall provide and maintain at Lessee's expense fire extinguishers as required by code. The term "routine maintenance" shall mean such maintenance or repairs that can be accomplished to the satisfaction of Lessor without the necessity of involving professional persons trained in a particular trade or occupation dedicated to performance of such maintenance or repairs.

(ii) <u>Maintenance Lessor shall perform to be paid for by Lessee</u>. Any maintenance or repairs for which Lessor is not responsible and which are not routine maintenance or repair shall be performed by Lessor, or agents or contractors hired by Lessor, and shall be paid for by Lessee no later than twenty (20) days after presentation by Lessor to Lessee of invoice(s) for the same. To the extent any of such maintenance or repairs are performed by Lessor's personnel, Lessee shall pay Lessor \$25.00 per hour for each person who performed the maintenance and repairs, provided, however, that the hourly charge for Lessor personnel shall be subject to adjustment annually, provided further that no annual increase in such hourly charge shall exceed 5.0% over the hourly charge in effect before the date of the adjustment. Any damage caused by Lessor and repaired as soon as practicable by Lessor at Lessee's sole expense.

8. <u>Utilities</u>. Lessee shall pay for all utilities consumed in the occupancy and use of the Property, including any utilities attributable to the use of the Daycare Space, the Storage Room or Lessor's use of the Premises.

9. <u>Taxes</u>. Lessee shall pay all real estate taxes and special assessments assessed against or attributable to the Premises. Lessee shall pay all personal property taxes that may be assessed against its personal property as and when required.

10. <u>Trade Fixtures and Personal Property</u>. Lessee may install in the Premises partitions, counters, racks, shelves, machinery, equipment, and fixtures incidental to Lessee's use of the Premises, all of which may be removed by Lessee upon expiration of the Term, provided Lessee shall repair any damages to the Premises caused by such removal and restore the Premises to their condition at the commencement of the Term, reasonable wear and tear, casualty and condemnation excepted. All Lessee's personal property upon the Premises shall be at the sole risk of Lessee, and Lessor shall not be liable for any theft thereof or loss or damage thereto. Any trade fixtures not removed by Lessee upon the expiration of the Term shall be considered abandoned and may be disposed of by Lessee to account or pay for any such property.

11. <u>Signs</u>. Lessee may erect and illuminate one exterior sign upon the Property provided it is first approved by Lessor and conforms to all applicable ordinances, covenants and restrictions. Lessee may install interior signage as necessary to meet its needs. All signs erected by Lessee shall be paid for and maintained by Lessee. To the extent Lessor continues to have rights to use or occupancy rights in the Property, either directly or through third party tenants occupying under Lessor, Lessor or such third parties may erect signs identifying Lessor or such third parties.

12. <u>Lessor's Right of Entry</u>. Lessor may at reasonable times during normal business hours, and upon prior reasonable notice to Lessee, enter the Premises for purpose of inspecting, maintaining, repairing or showing to prospective tenants and purchasers the same. Any such entry shall be done in a manner so as not to unreasonably interfere with Lessee's business or operation at the Premises. The foregoing notwithstanding, in case of an emergency, as determined by Lessor in its sole discretion, Lessor may enter upon the Premises without first notifying Lessee for the purpose of attempting to protect persons or property, but this sentence shall not impose any duty on Lessor to make such entry. Lessor shall not be liable to Lessee for any damage caused as the result of any such emergency entry, Lessee to instead seek payment from its insurer(s) for all of the same.

13. <u>Insurance</u>. The insurance obligations of the parties hereto shall be as follows:

(a) <u>Lessor's Insurance on Building</u>. Lessor shall obtain property insurance for the Building with the policy coverage to include fire, windstorm, and extended coverage amounts sufficient to replace the Building.

(b) <u>Insurance on Lessee's Property</u>. Lessee shall maintain insurance on Lessee's personal property stored or located at, in or about the Premises in an amount sufficient to replace the same.

(c) <u>Liability Insurance</u>. Lessee and Lessor shall each keep in full force and effect policies of comprehensive public liability and public property damage insurance with respect to the Property and the operations conducted at, about or thereon by them. The limits of public liability coverage shall not be less than \$1,000,000 combined single limit and \$2,000,000 aggregate for bodily injury and property damage. Each such policy shall name the other party as an additional insured.

(d) <u>Builder's Risk</u>. During the course of any improvement or alteration to the Premises by Lessee, Lessee shall maintain in force a policy of builder's risk insurance insuring against all risks typically insured against under such policies.

All policies of insurance required hereunder shall be issued by financially sound companies licensed to do business in the State of Wisconsin. The liability policy required of Lessee shall name Lessor as an additional insured and shall require 30 day notice to Lessor before it may be cancelled. Upon the request of a party, the other party shall provide proof to the other of compliance with the requirements of this paragraph.

14. <u>Indemnity</u>. Each party shall defend, indemnify and hold the other party harmless from and against any claim, loss, expenses or damage, including reasonable attorney's fees, resulting from or relating to any harm or injury to any person or property in or upon the Property, the cause of which is the negligence or intention act of such party or such parties employees, agents or invitees, which negligence or intentional act occurred during the Term. The foregoing notwithstanding, Lessor reserves all of the rights, immunities and limitations afforded Lessor under s.893.80 of the Wisconsin Statutes.

15. <u>Waiver of Subrogation</u>. Lessor and Lessee shall not be liable to each other for any loss of or damage to property, or injury to or death of person, occurring on, in or about the Property, or in any manner growing out of or connected with the Lessee's use or occupation of the Premises or the condition of the Property whether caused by the negligence or other fault of the Lessor or the Lessee or of their respective agents, employees, subtenants, licensees, or assignees, to the extent of the existence of insurance coverage for any of the same.

16. Damage to or Destruction of the Premises. If, during the first four years of the Term, the Premises shall be damaged or destroyed by fire or other casualty and such damage or destruction is of a nature that can be repaired or restored within one hundred twenty (120) days from the date of such fire or other casualty, then at Lessor's expense, Lessor shall repair or restore the Premises with reasonable promptness and, in the meantime, rent shall abate to the extent Lessee is deprived of the full and normal use of the Premises. If and such damage or destruction cannot be repaired or restored within 120 days from the date of such fire or other casualty then, at Lessor's option, this Lease shall terminate as of the date of such fire or other casualty and all rent shall be prorated on a daily basis up to such date.

17. <u>Eminent Domain</u>. If any part of the Premises is acquired or condemned by eminent domain for any public use or purpose, which, in the reasonable determination of Lessee, materially and adversely affects Lessee's ability to conduct its business upon the Premises, at Lessee's election, this Lease shall terminate as of the date of title vesting in such proceeding, and all rent shall be paid up to that date, prorated on a daily basis. Lessee shall have no claim, whatsoever against Lessor for the values of any unexpired term of this Lease, but Lessee shall be free to pursue such claims as it may have in such condemnation proceeding. Any act of eminent domain that does not materially affect Lessee's ability to conduct its business upon the Premises shall not result in any adjustment of any obligation of Lessee to Lessor hereunder.

18. Default and Remedies.

(a) <u>Default by Lessee</u>. If Lessee shall be in default if it fails to pay any rent hereunder within ten (10) days after written notice, or if, for any reason, it fails or refuses to commence to perform any other term, covenant, or condition of this lease required to be performed by Lessee for more than thirty (30) days after written notice of such default from Lessor to Lessee or thereafter fails to proceed with reasonable diligence until such default is cured, or if Lessee abandons the Premises, or if Lessee becomes the subject of a petition in bankruptcy, receivership, makes and assignment for the benefit of creditors or is the subject of any other proceeding designed for the benefit of creditors generally, or if Lessee becomes insolvent, i.e., unable to pay its debts as they mature.

(b) <u>Default by Lessor</u>. Except for Lessor's obligation to complete its improvements within 90 days of the commencement of the Term, which shall be absolute, Lessor shall be in default if it fails or refuses to commence to perform any material term, covenant, or condition of this lease required to be performed by Lessor for more than thirty (30) days after written notice of such default from Lessee to Lessor or thereafter fails to proceed with reasonable diligence until such default is cured.

(c) <u>Performance by Non-Defaulting Party</u>. Upon a default by one party, the other party may perform in the stead of the non-performing party. All charges reasonably incurred in such performance shall become the obligation of the non-performing party and shall be due and payable upon demand. Interest shall accrue on any sums so due and owing from the date due at the rate of 12% per annum.

(d) <u>Remedies</u>.

(i) <u>Lessor Remedies</u>. Upon a default by Lessee, Lessor may remove all persons and property from the Premises through legal process without thereby limiting Lessee's liability for any past due rent or for any rent for the unexpired term of this lease. If Lessor commences legal proceedings, Lessor may terminate this lease and re-let the Premises, or any part thereof, for such term or terms, at such rent or rents and upon such other terms and conditions as are reasonable. Any and all rent received by Lessor upon such re-letting, shall be applied first to payment of the reasonable costs and expenses such re-letting, including reasonable attorney's fees, and then to the payment of rent past due, or to become due, hereunder.

(ii) <u>Lessee Remedies</u>. Upon a default by Lessor, Lessee may terminate this Lease without liability for any obligation under this Lease that did not fully accrue before the date of termination.

(iii) <u>Remedies Cumulative</u>. The remedies in this Lease shall not be exclusive, but shall be cumulative, and shall be in addition to any remedies existing at law or in equity.

(iv) <u>No Waiver</u>. Any waiver of an either party's rights hereunder shall not be enforceable unless it is in writing. No waiver by a party hereunder shall constitute a waiver of or commitment to waive any future violation of the same default or any other default.

(v) <u>Attorney Fees</u>. Each party shall liable to the other party for the other party's actual, reasonable attorney fees and costs, incurred by the other party in enforcing any of the provisions of this Lease, whether the same are incurred before formal legal proceedings, during or after conclusion of the same.

Right of First Refusal. If, at any time before the Term of this Lease has fewer than six 19. months of the Term remaining, Lessor obtains a bona fide offer to purchase the Property from a third party which is acceptable to Lessor (an "Offer"), Lessor shall first provide written notice to Lessee of the Offer (the "Offer Notice") along with a copy of the Offer. Lessee shall then have the right, exercisable by written notice to Lessor within thirty (30) days after Lessee's receipt of the Offer Notice, to agree to purchase the Property on the terms and conditions specified in the Offer Notice. If Lessee does not give notice to Lessor of its intention to exercise its right of first refusal within the thirty (30) day period, Lessor shall have the right to sell the Property on the terms and conditions specified in the Offer Notice and Lessee's rights hereunder shall terminate; provided, however, if Lessor has not entered into a closed the sale of the Property with the third party within four (4) months after Lessee's receipt of the Offer Notice or if the terms and conditions upon which Lessor has proposed to sell the Property to the third party are materially different than the terms and conditions specified in the Offer Notice (including a material reduction in the purchase price or other sums payable under the Offer Notice), then Lessor shall provide written notice to Lessee of such revised terms and conditions and Lessee shall again have thirty (30) days to decide whether to exercise its right of first refusal.

20. Option to Purchase.

(a) <u>Grant of Option</u>. Lessor hereby grants Lessee an option to purchase the Property for the purchase price of Three Million Dollars (\$3,000,000.00) (the "Purchase Price"). If Lessee desires to

exercise this Option, it shall give notice of the exercise to Lessor no later than June 30, 2016. TIME IS OF THE ESSENCE IN THE RECEIPT OF NOTICE OF EXERCISE OF THIS OPTION. Lessee shall have no such option if at the time it gives notice of the exercise of this option it is in default hereunder or it if becomes in default at any time thereafter.

(b) <u>Conveyance</u>. At closing, upon payment of the Purchase Price, Lessor shall convey the Property to Lessee by warranty deed, free and clear of all liens, mortgages, or encumbrances of any kind and nature, excepting recorded easements, taxes, if any, in the year of closing, and matters arising by or as the result of the acts or omissions of Lessee. All occupancy rights of Lessor and any tenant claiming under Lessor shall terminate effective the date of the closing of the sale of the Property.

(c) <u>Evidence of Title.</u> At least fifteen (15) days prior to the date of closing Lessor shall provide to Lessee a commitment for an owner's policy of title insurance of Lessor's choosing in the amount of the Purchase Price, naming Lessee as the insured written by a responsible title insurance company licensed by the State of Wisconsin, which policy, when issued, shall guarantee Lessor's title to be in the condition called for herein. The commitment by such a title company, agreeing to issue such a title policy upon the recording of the proper documents as agreed herein, shall be deemed sufficient performance.

(d) <u>Evidence of Financing</u>. No later than ninety (90) days before the date of closing, Lessee shall provide Lessor with proof satisfactory to Lessor of Lessee's financial ability as of the date such proof is given to close the purchase of the Property. Failure to do so shall void this Option as to the sale for which the notice of exercise of the Option was given and any future sale of the Property to Lessee.

(e) <u>Date of Closing</u>. Unless the parties agree in writing to the contrary, the closing shall take place between July 30 and August 15 of the year Lessee desires to close, but in no event after August 15, 2018. The parties may agree on a different date of closing, provided Lessor's rights of occupancy and use are not affected by closing on such other date.

(f) <u>Closing Costs.</u> Lessor shall pay all typical costs of closing, including title insurance premiums, transfer taxes, one-half of title company closing charges and all costs of satisfying liens that require satisfaction to render title as required by this Option. Lessee shall pay all other costs of closing.

(g) <u>Prepayments.</u> If Lessee exercises this Option, this Lease shall terminate as of the date of closing of the purchase. Lessor shall have no obligation to reimburse Lessee for any sums that may have been prepaid by Lessee to Lessor or any third party before the date of closing.

(h) <u>Casualty Loss After Exercise of Option</u>. If, on or after the date of the notice of exercise and prior to the closing, any improvements on the Property shall be destroyed or materially damaged by fire or other casualty, the contract created by the exercise of this Option shall not be affected thereby, but Lessor shall make available to Lessee the proceeds of the insurance provided pursuant to this Lease to the extent such proceeds shall not have been used by Lessor for the purpose of repair and restoration of the Property.

21. <u>Surrender of Premises</u>. At the expiration or termination of this Lease, Lessee shall promptly surrender the Premises to Lessor in a similar order, condition and repair, as received by Lessee, reasonable wear and tear and casualty excepted.

22. <u>Notices</u>. Any notice or other communication shall be in writing addressed to the addresses set forth below or to any other address as either party shall from time to time specify in writing served upon the other party. Notice shall be deemed given two business days after notice is deposited in the United States mail, first class delivery postage prepaid and addressed to the following addresses, which shall be presumed to be accurate until notice of a different address is given pursuant to the terms of this paragraph:

If to Lessor:

Wisconsin Rapids Public Schools 510 Peach Street Wisconsin Rapids, WI 54494 Attn: Superintendent

If to Lessee:

Boys and Girls Club of Wisconsin Rapids Area, Inc. 1921 Baker Drive P.O. Box 1175 Wisconsin Rapids, WI 5449501175 Attn: Executive Director

23. <u>Holding Over</u>. If Lessee continues in possession of the Premises after expiration of the term of this lease with the express consent of Lessor, such holding over shall be deemed to constitute a tenancy from month-to-month upon the same terms, covenants and conditions as contained in this Lease except that either party may terminate the month-to-month tenancy on the last day of a month upon notice given no later than the first day of a month in which the termination is to take affect giving a written notice of termination to the other party on or before the first day of the next month. If Lessee continues in possession of the Premises after expiration of the term of this lease without the express consent of Lessor, Lessee shall be liable to Lessor for rent in the amount of \$6,000.00 per month, but Lessor shall not be obligated to accept any such payment from Lessee in exchange for Lessee's continued occupancy of the Premises. Acceptance of such rent before Lessee vacates the Premises shall not constitute acceptance by Lessor of the holding over other than for the period of time for which Lessor has accepted such rent, and Lessee shall be liable for such rent through the end of the month in which it vacates the Premises.

24. <u>Quiet Enjoyment</u>. As long as Lessee abides by the terms of this Lease, Lessee shall quietly and peacefully enjoy the Premises without hindrance or interference from Lessor.

25. <u>Assignment and Subletting</u>. Lessee may not assign or sublet any or all of the Premises, to any other person, firm or corporation without first obtaining the written consent and approval of the Lessor, which Lessor may withhold in its absolute discretion.

26. <u>Binding Effect</u>. This Lease shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

27. <u>No Construction Against Drafter</u>. The rule of construing ambiguous documents against the drafter shall not apply to this Lease, both Lessor and Lessee having participated in the negotiation and

drafting of this Lease.

28. <u>Severability</u>. If any provision of this Lease is determined in a final, non-appealable judgment to be unenforceable or illegal, the remaining provisions shall be treated as if the unenforceable or illegal provisions were never a part of this Lease and shall remain in full force.

29. <u>Paragraph Headings</u>. Paragraph headings have been inserted in this Lease for convenience. If they conflict with the text of the Lease, the text shall control.

30. <u>Due Authority</u>. The execution of this Lease and the performance by the parties hereto has been duly authorized by all necessary actions and approvals. The persons executing this Lease on behalf of the parties have each been duly authorized to do so and to bind the represented party the terms hereof.

31. <u>Entire Agreement</u>. This lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such agreement is in writing and signed by both parties.

32. <u>Counterparts and Facsimile Signatures</u>. This Lease may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, this Lease has been executed to be effective on the day and year first written above.

LESSOR: WISCONSIN RAPIDS PUBLIC SCHOOLS

Colleen Dickmann, Superintendent

John Krings, School Board President

LESSEE: THE BOYS AND GIRLS CLUB OF WISCONSIN RAPIDS AREA, INC.

Robert Wefel, CPO, Executive Director

Jill Steckbauer, CVO, Board President



501 17th Street South | Wisconsin Rapids | WI 54494

RECEIVED

JAN 3 0 2018

Dear Members of the WRPS Board of Directors,

W.R.P.S.

The Boys & Girls Club of the Wisconsin Rapids Area would like to express its deepest gratitude for your generosity through use of Ann Mary Pitsch Elementary School. This facility has not only allowed the Boys & Girls Club to grow and serve more kids over the past five years, but further strengthen the relationship with WRPS to help the youth in our community reach their full potential. Without the Pitsch facility, the Club would still be limited to serve far less youth than what we are capable of. Pitsch has given the Club the opportunity to serve more kids, grow our leadership team, and expand outreach within the community.

Since our move to Pitsch in 2013, our average daily attendance at Pitsch has increased over 200% from 53 members to 170 members/day. Our registered members attending Pitsch has increased almost 20% during that same time.

As you may know, the Boys & Girls Club has recently entered into a partnership with the South Wood County YMCA to build a new 90,000 square foot building where the Rapids Mall currently stands. Over the next 12-18 months; we will finish our fundraising portion of the project, break ground and complete construction for a new, state of the art youth development facility.

While this project takes shape, the Club would like to formally request an extension on the current lease with WRPS regarding Pitsch school until May 31st, 2020. As the current timeline of the project stands today, our projected completion and move in date is the end of 2019. An extension until May 2020 will allow for any project delays due to weather, environmental issues, or construction timelines.

The Club will be proactive to keep the school board updated on project timelines and Club services moving forward on a bi-yearly basis unless otherwise requested.

Thank you again for your support and generosity that has been shown to the Boys & Girls Club over the past five years. We truly hope to continue to better serve our youth and find ways to align with WRPS curriculum to meet the needs of our members.

Sincerely,

Keht Anderson Executive Director

Jill Kurszewski Board of Directors – President



Boys & Girls Club is proudly supported by United Way.







WISCONSIN RAPIDS PUBLIC SCHOOLS

District Strategic Plan

Updated and Approved by the Board of Education on March 13, 2017 March 12, 2018



Mission Statement

Working together with home and community, we are dedicated to providing the best education for every student, enabling each to be a thoughtful, responsible contributor to a changing world.

<u>Beliefs</u>

We Believe...each student is the first consideration of the educational process.
We Believe...all students can learn.
We Believe...learning is a life-long process.
We Believe...in a safe, caring, and respectful learning environment.
We Believe...all students should become effective citizens of the community, state, nation, and the world.
We Believe...meaningful home, school, and community involvement is vital to continuous improvement.

A Message To Interested Stakeholders

The WRPS Board of Education approved the *District Strategic Plan* on December 11, 2011. The plan was developed and designed with an understanding that the educational environment is rapidly changing. In order to continue meeting the needs of our diverse learners and prepare them to compete and reach their full potential in an evolving, global economy, the District's strategic planning document will be a "living, working document." The Strategic Plan was updated and approved by the Board on March 13 12, 2017 <u>8</u>.

The Board of Education reviews the Strategic Plan annually in order to analyze progress made, and make changes that will help our district continue to make forward progress for student success.

Thank you for your time and interest in learning more about how we intend to continue moving WRPS forward as a progressive district that meets the needs of our students, preparing them for their future!

WRPS District Strategic Plan



OBJECTIVE 1: Bring content, technology, and pedagogy together to build 21st Century learners	Timeline			Person Responsible/Persons Involved	Evidence of Success
Tasks/Action Steps:	Start Date	End Date	Completed		
Develop and communicate a shared vision for educational technology among all stakeholders that targets specific technologies for use in the learning environment	2013	Spring, 2017	On-going	Phillip Bickelhaupt, ITC, Administration	Formal document finalized and shared
Implementation of infrastructure action plan	Spring, 2013	Summer, 2016	On-going	Phillip Bickelhaupt, Technology Dept.	Physical infra- structure is in place
Finalize and implement a district K-12 technology integration scope and sequence (curriculum mapping)	2013	2018 <u>2019</u>		Phillip Bickelhaupt, ITC, Administration	Formal document finalized and shared
Develop a 2015-2018 District Technology Plan – align Technology Plan with Wisconsin Digital Learning Plan	2015	2017-18		Phillip Bickelhaupt, ITC, Administration	Completed and approved plan
Research and analyze the benefits of a 1:1 learning environment in relation to student learning, curriculum, pedagogy, and sustainability	2015	2017 <u>2018</u>		Phillip Bickelhaupt, ITC, CII, Administration	Recommendation to Board
Begin exploring and plan financial options for technology infrastructure and curriculum integration	Summer, 2016	2017 <u>2018</u>		Phillip Bickelhaupt, ITC, Administration	Funding secured
Implement 1:1 at LHS and WRAMS	<u>2018</u>	<u>On-going</u>		Phillip Bickelhaupt, ITC, Administration	



OBJECTIVE 2:Through the development and implementation of Rtl, measure student behavior and mental health and evaluate prevention and intervention strategies to improve individual student growthDevelop a strand within the District's Rtl framework for student mental health and behavior which includes systemic screeners, and prevention and intervention and intervention strategiesTasks/Action Steps:	Timeline			Person Responsible/Persons Involved	Evidence of Success
	Start Date	End Date	Completed	Interventionists,	
Examine, pilot and implement behavioral interventions	Fall, 2014	2017 <u>2018</u>		Counselors, and Rtl Implementation <u>Behavior</u> <u>& Mental Wellness</u> Committee	Behavior interventions implemented
Establish a committee to explore the level of student programming and initiatives to address behavioral and mental health needs	Fall, 2015	2017 <u>2018</u>		Curriculum, and Pupil Services, Administration <u>Behavior & Mental</u> <u>Wellness Committee</u>	Developed programming to address mental health needs and support positive behaviors
Create an awareness of and identify issues associated with social, emotional, and behavioral well-being	Fall, 2016	2018 <u>On-</u> going		Curriculum, and Pupil Services, Administration <u>Behavior & Mental</u> <u>Wellness Committee</u>	Reduced behavioral referrals and/or suspensions
<u>Create a uniform and cohesive district-</u> wide system to track student behavior	<u>January,</u> <u>2018</u>	<u>June, 2019</u>		<u>Curriculum, Pupil</u> <u>Services, Behavior &</u> <u>Mental Wellness</u> <u>Committee</u>	<u>Data collection</u> system

OBJECTIVE 3: Create consistency across grade levels in assessment philosophy, and grading and reporting practices	Timeline			Person Responsible/Persons Involved	Evidence of Success
Tasks/Action Steps:	Start Date	End Date	Completed		
Form <u>Maintain</u> a 4K-12 Assessment Committee to study and articulate a consistent District philosophy on grading and reporting practices which may include guidelines on the use of formative and summative assessments and standards based grades	January, 2015	January, 2017 <u>On-going</u>	*	Kathi Stebbins-Hintz, Phil Bickelhaupt, District Assessment Committee	Completed document approved by CII, Educational Services, and Board of Education
Implement assessment practices consistent with District philosophy 4K-12	January, 2015	June, 2018 <u>On-going</u>		Kathi Stebbins-Hintz, Phil Bickelhaupt, District Assessment Committee	Assessment practices align with District philosophy

Revise the K-5 report card to align with current assessments (i.e. PALs) current state standards, and WRPS curriculum	January, 2015	August, 2015	*	Kathi Stebbins Hintz, District Assessment Committee, CII Sub- Committees, and grade level teachers	New K-5 report card developed
Create an electronic version of the K 5 report card	January, 2015	September, 2015	*	Phil Bickelhaupt, Jean Westover, District Assessment Committee	Report card becomes available electronically
Develop cohesive guidelines for the formation and function of PLCs, as well as common assessments within the PLCs	<u>January,</u> <u>2018</u>	<u>June, 2020</u>	~	<u>Kathi Stebbins-Hintz,</u> <u>District Assessment</u> <u>Committee, CII</u> <u>Coordinator & Chairs, K-</u> <u>12 Administration</u>	Publication of guidelines





OBJECTIVE 4: (DELETE) Implement the State required Educator Effectiveness model to improve teacher practice and to implement the new teacher and administrator evaluation system	Timeline			Person Responsible/Persons Involved	Evidence of Success
Tasks/Action Steps:	Start Date	End Date	Completed		
Educate staff	Fall, 2013	Spring, 2015	On going	Kathi Stebbins Hintz, EE Coaches, Administration	Ability of staff to implement the required procedures
Align related District policies and procedures	Spring, 2013	2017		Kathi Stebbins Hintz, QEC Committee, Administration	Revised teacher and administrator evaluation document
Identify, evaluate, and reallocate District resources as needed	Spring, 2014	Spring, 2015	4	Administration	Components required are implemented

OBJECTIVE 5 4: Enhance Implement Academic and Career Plan <u>ning</u> (ACP) Process for All Students	Timeline			Person Responsible/Persons Involved	Evidence of Success
Tasks/Action Steps:	Start Date	End Date	Completed		
ACP Team will develop, educate, and implement a multi-level/layered systematic 6- 12 approach to academic and career planning	2015	2017	<u>~</u>	ACP Committee	Completed plan for each student
Continue to gather feedback informally from stakeholders during initial implementation of ACP and develop a formal plan of assessment to administer at end of 2018-19	<u>2018</u>	<u>2019</u>		ACP Committee	Implement an evaluation process
Develop plan for educating parents about ACP, implement by spring of 2019	<u>2018</u>	<u>Spring, 2019</u>		ACP Committee	Completed plan



OBJECTIVE 6 5: Increase awareness and implement strategies with all staff to better recognize and meet the needs of the marginalized populations we serve	Timeline			Person Responsible/Persons Involved	Evidence of Success
Tasks/Action Steps:	Start Date	End Date	Completed		
Identify and analyze achievement gaps	2016	2017 <u>On-</u> going		Curriculum and Pupil Services Departments	Building & District professional development plans for 2016-17, 2017-18, <u>2018-19</u>
Create awareness of and identify issues of bias and equity	2016	2017		Curriculum and Pupil Services Departments	Building & District professional development plans for 2016-17, 2017-18, <u>2018-19</u>
Establish a professional development procedure <u>learning</u> and implement strategies to address issues of bias, equity, and achievement gaps	2016	2017 <u>On-</u> going		Curriculum and Pupil Services Departments	Building & District professional development plans for 2016-17, 2017-18, <u>2018-19</u>
Identify and engage in best practice instructional approaches which directly benefit a diverse school population	<u>2018</u>	<u>On-going</u>		Curriculum and Pupil Services Departments	Building & District professional development plans for 2016-17, 2017-18, <u>2018-19</u>



OBJECTIVE 7 6: Maintain buildings and properties within WRPS to continue support for evolving student programs and activities	Timeline			Person Responsible/Persons Involved	Evidence of Success
Tasks/Action Steps:	Start Date	End Date	Completed		
Analyze the condition of each facility; identify upkeep and what maintenance is necessary to maintain the buildings and grounds	November, 2011	June (annually)	On-going	Ed Allison, Building Principal, Maintenance & Custodial Personnel, Technology Dept.	Completed document
<u>Maintain</u> Create a maintenance replacement/upkeep/budget cycle to address the ongoing facility needs identified	November, 2011	January (annually)	On-going	Buildings & Grounds	Completed document
Identify pros and cons of various proposed options for restructuring the district	2011-2012	June, 2015	≁	Administration	Completed document providing options for facility use.
Develop a multi-year restructuring implementation plan	2015-16	2017	On-going	Administration	Proposal to Board
Implement restructuring and Develop and implement a building use plan when/if Board approves a plan	2016-17	2018-19		Administration	Restructuring and building utilization completed
Create a plan and explore financial options for athletic facility upgrades	2015-16	2017 <u>TBD</u>		Administration	Proposal to Board
Begin exploring and plan financial options for facility maintenance and upgrades	Summer, 2016	2017	On-going	Administration	Secure Funding





OBJECTIVE 8 7: Ensure the safety and security of all students, personnel, and members of the public on the Wisc. Rapids Public Schools' campuses/premises	Timeline			Person Responsible/Persons Involved	Evidence of Success
Tasks/Action Steps:	Start Date	End Date	Completed		
Review and revise current building and network security measures	On-going	Annually	On-going ✓	Administration, Law Enforcement, Emergency Management, Fire Personnel	Completed a Review and Revision of District Crisis Plan & Network Infrastructure
Review and revise current safety plans	On-going	Annually	On-going ✓	Administration, Law Enforcement, Emergency Management, Fire Personnel	Completed a Review and Revision of District Crisis Plan
Integrate ALICE into current safety plans and protocols	August, 2015	June, 2016	*	Administration, Law Enforcement	All Staff and Students Trained
Continue to educate staff and students about safety plans and procedures, <i>including</i> <u>ALICE</u>	On-going	On-going	On-going	Administration	Completed a Review and Revision of District Crisis Plan
Investigate and implement new technologies to improve current security measures	On-going	On-going	On-going	Ed Allison, Phillip Bickelhaupt, Building Principals, Police Liaison Officers	Installed Security Hardware & Technology
Begin <u>Continue</u> exploring and plan financial options for safety/security measures	Summer, 2016	2017 <u>On-</u> going	On-going	Administration	Secure Funding



WRPS District Strategic Plan



OBJECTIVE 8 (NEW): WRPS students will participate in future ready, tier one instruction that is engaging and equitable, promotes critical and creative thinking, and creates technologically, academically, and globally literate citizens	Timeline			Person Responsible/Persons Involved	Evidence of Success
Tasks/Action Steps:	Start Date	End Date	Completed		
<u>Utilize the Wisconsin Digital Learning Plan</u> <u>to assess integration of technology into</u> <u>instruction</u>	<u>2018</u>	<u>On-going</u>		<u>Curriculum Dept.,</u> <u>Technology Dept.</u>	<u>Staff survey</u>
Integrate collaboration, communication, creativity and critical thinking (4Cs) into instruction	<u>2018</u>	<u>On-going</u>		<u>Curriculum Dept.,</u> <u>Technology Dept.</u>	<u>Student success on</u> assessments
Increase the use of student engagement strategies in instruction	<u>2018</u>	<u>On-going</u>		<u>Curriculum Dept.,</u> <u>Technology Dept.</u>	Reduced discipline referrals, student success on assessments
<u>Teachers understand and implement best</u> <u>practice in their discipline</u>	<u>2018</u>	<u>On-going</u>		<u>Curriculum Dept.,</u> <u>Technology Dept.</u>	<u>Student success on</u> assessments
Develop a system to implement the School-wide Implementation Review (SIR) to evaluate the implementation of Rtl and best instructional practices	<u>2018</u>	<u>On-going</u>		<u>Curriculum Dept.,</u> <u>Technology Dept.</u>	Implementation of SIR Survey



OBJECTIVE 9 (NEW): Create a District environment that promotes healthy lifestyles for students and staff	Timeline			Person Responsible/Persons Involved	Evidence of Success
Tasks/Action Steps:	Start Date	End Date	Completed		
Complete a wellness assessment of all WRPS buildings as a way to evaluate the current strengths and areas of need as it pertains to student wellness	<u>Fall, 2017</u>	<u>2018</u>		<u>Student Wellness</u> <u>Committee,</u> <u>Administration</u>	Complete a wellness assessment of each building and present findings to Board.
Administrators and other school leaders across the District will promote a supportive wellness culture and District environment that encourages and motivates health and wellness	<u>2018</u>	<u>On-going</u>		<u>Administration</u>	
Add new wellness programs and services to more effectively address whole person wellness, primarily through physical well- being and mental well-being at individual, targeted groups and District-wide levels	<u>2017</u>	<u>On-going</u>		<u>Student Wellness</u> <u>Committee, Staff</u> <u>Wellness Committee</u>	
Encourage healthy food choices and increase the offerings of whole fruits, vegetables, and whole grains when food is to be included as part of staff meetings and professional development events	<u>2018</u>			<u>Staff Wellness</u> <u>Committee,</u> <u>Administration</u>	
Provide the opportunity for employees' annual participation in biometric screening, completion of a health risk assessment, and health coach services	<u>2018</u>	<u>On-going</u>		<u>Staff Wellness</u> <u>Committee, Human</u> <u>Resources</u>	

