

**Moral imperative:** ALL students will have an equal opportunity to prepare for college and/or careers with the support of highly qualified educators in a learning environment that is resource rich, safe, and welcoming.

# REGULAR SCHOOL BOARD MEETING

August 22, 2023 at 7 p.m.

# **Educational Support Center**

Board Meeting Room 3600 52<sup>nd</sup> St., Kenosha WI, 53144

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Regular School Board Meeting August 22, 2023 Educational Support Center 3600 52nd St. Kenosha, WI 53144 7:00 PM

I. Pledge of Allegiance	
II. Roll Call of Members	
III. Awards/Recognition	
IV. Superintendent's Report	
V. Legislative Report	
VI. Views and Comments by the Public	
VII. Introduction, Welcome and Comments by Student Ambassador	
VIII. Remarks by the President	
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XIV. Other Business as Permitted by Law	
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XVI. Predetermined Time and Date of Adjourned Meeting, if Neces	sary
XVII. Adjournment	

# Kenosha Unified School District Kenosha, WI August 22, 2023

# The Office of Human Resources recommends the following actions:

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE
Appointment	Aguilar	Carlos	Indian Trail HS & Academy	Security	Instructional	08/29/2023	1
Appointment	Anderson	James	Lincoln Middle School	STEM	Instructional	08/28/2023	1
Appointment	Arafeh	Alia	Title III/Bilingual	ESL Other Language	Instructional	08/28/2023	1
Appointment	Arrington	Solomon	Lincoln Middle School	Online Support	ESP	08/29/2023	1
Appointment	Ayllon	Juan	Title III/Bilingual	ESL Other Language	Instructional	08/28/2023	1
Appointment	Boyle	Kelsi	4K Program	4K Program	Instructional	08/28/2023	1
Appointment	Bransley	Teresa	Somers Elementary School	Kindergarten	Instructional	08/28/2023	1
Appointment	Brown	Charelle	EBSOLA CA	Grade 1	Instructional	08/28/2023	1
Appointment	Brulport	Amber	Chavez Learning Station	Preschool Associate	ESP	08/29/2023	1
Appointment	Buchas	Katherine	Lincoln Middle School	Cross Categorical	Instructional	08/28/2023	1
Appointment	Cassidy	Ryan	Mahone Middle School	Social Studies	Instructional	08/28/2023	1
Appointment	Covelli	Nicoletta	Mahone Middle School	Math	Instructional	08/28/2023	1
Appointment	Croninger	Jill	Bradford High School	Administrative Support (12 MO)	ASP	08/21/2023	1
Appointment	David	John	Student Support/Guidance	Psychologist	Instructional	08/28/2023	1
Appointment	Dean	William	Information Services	Technology Support Technician	AST	07/31/2023	1
Appointment	Desmond	Ashley	Chavez Learning Station	Head Start	ESP	08/29/2023	1
Appointment	Dey	Ashley	Grewenow/Forest Park Elementary Schools	Night Custodian Second Shift	Facilities	07/19/2023	1
Appointment	Fiegel	Nina	KTEC West	English	Instructional	08/28/2023	1
Appointment	Freisheim	Heidi	Lance Middle School	Cross Categorical	Instructional	08/28/2023	1
Appointment	Geiyer	Rebecca	Mahone Middle School	English	Instructional	08/28/2023	1
Appointment	Gideon	Paul	Washington Middle School	Grade 6	Instructional	08/28/2023	1
Appointment	Harris	Amber	KTEC East	Grade 3	Instructional	08/28/2023	1
Appointment	Henningfield	Jacqueline	Grewenow Elementary School	Head Start	ESP	08/29/2023	1
Appointment	Hernandez	Antonio	Grewenow Elementary School	Night Custodian Second Shift	Facilities	07/19/2023	1
Appointment	Hess	Barbara	EBSOLA CA	Social Worker	Instructional	08/28/2023	1
Appointment	Hug	Megan	Lincoln Middle School	Math	Instructional	08/28/2023	1
Appointment	Johnson	Kimberly	EBSOLA CA	Grade 3	Instructional	08/28/2023	1
Appointment	Kaplan	Jennifer	Lance Middle School	C.D.S.	Instructional	08/28/2023	1
Appointment	Keiser	Natasha	Frank Elementary School	Social Worker	Instructional	08/01/2023	1
Appointment	Kirby	Reginald	Lincoln Middle School	SEL Intervention Specialist	Instructional	08/28/2023	1
Appointment	Kravig	Alissa	EBSOLA DL	Dual Spanish	Instructional	08/28/2023	1
Appointment	Kurzac	Ewelina	Jefferson Elementary School	Grade 1	Instructional	08/28/2023	1

# Kenosha Unified School District Kenosha, WI August 22, 2023

# The Office of Human Resources recommends the following actions:

Appointment	Lascola	Samuel	Mahone Middle School	Science	Instructional	08/28/2023	1
Appointment	Leyva	Christopher	Lance Middle School	Physical Education	Instructional	08/28/2023	1
Appointment	Lowetz	Laurie	Somers Elementary School	Cross Categorical	Instructional	08/28/2023	1
Appointment	Marquissee	Cassandra	Lincoln Middle School	Administrative Support (10 MO)	ASP	08/14/2023	1
Appointment	McCarthy	Randahl	Hillcrest School	E.D.	Instructional	08/28/2023	1
Appointment	Mills	Nicholas	Forest Park Elementary School	SEL Intervention Specialist	Instructional	08/28/2023	1
Appointment	Morales	Alba	Bradford High School/Mahone Middle School	ESL Other Language/Spanish	Instructional	08/28/2023	1
Appointment	Paproth	Darcy	Frank Elementary School	SEL Intervention Specialist	Instructional	08/01/2023	1
Appointment	Rios	Melissa	Information Services	Administrative Support (12 MO)	ASP	07/31/2023	1
Appointment	Robaidek	Irene	Private Schools - Title I	Intervention Specialist	Instructional	08/28/2023	0.67
Appointment	Schlevensky	Becky	Lincoln Middle School	Spanish	Instructional	08/28/2023	1
Appointment	Schroeder	Stacy	Superintendent	Executive Assistant - Superintendent	AST	09/01/2023	1
Appointment	Seivert	Jennifer	KTEC West	Assistant Principal - Elementary	AST	08/23/2023	1
Appointment	Sweeney	Ashley	Mahone Middle School	Special Education	ESP	08/29/2023	1
Appointment	Upham	Kristine	Finance	Accounting Specialist	AST	07/20/2023	1
Appointment	Weidner	Sarah	Indian Trail HS & Academy	Cross Categorical	Instructional	08/28/2023	1
Appointment	Wright	Terra	Frank Elementary School	Cross Categorical	Instructional	08/01/2023	1
Appointment	Zalewski	Joseph	Mahone Middle School	Social Studies	Instructional	08/28/2023	1
Appointment	Zebrowski	Christine	Mahone Middle School	Special Education	ESP	08/29/2023	1
Resignation	Belliveau	Nicole	School Leadership	Administrative Specialist (12 MO)	ASP	07/31/2023	1
Resignation	Burke	Mara	4K Program	4K Program	Instructional	06/09/2023	0.5
Resignation	Calles	Kristine	Facilities	Administrative Support (12 MO)	ASP	08/16/2023	1
Resignation	Campagna	Amanda	Forest Park Elementary School	Grade 1	Instructional	06/09/2023	1
Resignation	Chapman	Grant	Tremper High School	Social Worker	Instructional	07/28/2023	1
Resignation	Dean	Kristina	McKinley Elementary School	Guidance	Instructional	06/09/2023	1
Resignation	Doyle-Rudin	Jessica	Superintendent	Executive Assistant - General	AST	08/21/2023	1
Resignation	Forystek	Alison	Bose/Harvey Elementary Schools	Music	Instructional	06/09/2023	1
Resignation	Gename	Erin	Dimensions of Learning	Administrative Support (10 MO)	ASP	08/01/2023	1
Resignation	Gudmundsen	Lori	Tremper High School	Attendence	ESP	08/31/2023	1
Resignation	Hall	Bradley	Lance Middle School	Dean of Students	Instructional	08/11/2023	1
Resignation	Hanneman	Kelsey	McKinley Elementary School	Kindergarten	Instructional	07/31/2023	1
Resignation	Howe	Kimberly	Department of Special Education	Occupational Therapy	Instructional	07/28/2023	1
Resignation	Liberacki	Madeline	Brass Community School	SEL Intervention Specialist	Instructional	07/28/2023	1
Resignation	McCray	Antonio	Bradford High School	Physical Education	Instructional	08/21/2023	1

# Kenosha Unified School District Kenosha, WI August 22, 2023

# The Office of Human Resources recommends the following actions:

Resignation	Meinzen	Micah	Washington Middle School	Special Education	ESP	08/04/2023	1
Resignation	Mitchell	Tara	Indian Trail HS & Academy	Special Education	ESP	06/08/2023	1
Resignation	Reynolds	Caitlin	KTEC East	Grade 2	Instructional	07/31/2023	1
Resignation	Toff	Joanna	Bose/Harvey Elementary Schools	Physical Education	Instructional	06/09/2023	1
Resignation	Wilson	Heather	Curtis Strange Elementary School	Administrative Specialist (10 MO)	ASP	08/03/2023	1
Resignation	Decker	Rachael	Harvey Elementary School	C.D.S.	Instructional	07/28/2023	1
Retirement	LaMartina	Michael	Information Services	Programmer Analyst 2	AST	12/01/2023	1
Retirement	Meyer	Alicia	Tremper High School	C.D.B.	Instructional	07/28/2023	1
Retirement	Olshefski	Renee	Forest Park Elementary School	Grade 4	Instructional	06/09/2023	1
Separation	Dudley-Walker	Debbra	Prairie Lane Elementary School	Interpreter	Interpreter	08/04/2023	1
Separation	Leverson	Octavis	Indian Trail HS & Academy	Night Custodian Second Shift	Facilities	07/25/2023	1

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#### SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD JULY 25, 2023

A special meeting of the Kenosha Unified School Board was held on Tuesday, July 25, 2023, in Room 125 at the Educational Support Center. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 5:47 P.M. with the following members present: Mr. Meadows, Mrs. Modder, Mrs. Schmaling, Mr. Price, and Ms. Adams. Dr. Weiss and Mr. Neir were also present. Ms. Stevens and Mr. Battle arrived later.

Ms. Adams, President, opened the meeting by announcing that this was a special meeting of the School Board of the Kenosha Unified School District. Notice of this special meeting was given to the public by forwarding a copy of the notice to all requesting radio stations and newspapers.

Ms. Adams announced that an executive session had been scheduled to follow this special meeting for the purposes of Review of Findings/Order by Independent Hearing Officer, Personnel: Problems, Personnel: Compensation and/or Contracts, and Personnel: Evaluation Consideration.

Mr. Price moved that the executive session be held. Mrs. Modder seconded the motion.

Roll call vote. Ayes: Mr. Meadows, Mrs. Modder, Mrs. Schmaling, Mr. Price, and Ms. Adams. Noes: None. Unanimously approved.

#### 1. Personnel: Problems

Mr. Kevin Neir, Chief Human Resources Officer, updated board members on several personnel matters.

#### 2. Personnel: Compensation and/or Contracts

Mr. Neir updated board members on an employee contract matter.

Ms. Stevens arrived at 5:53 P.M.

Mr. Neir departed the meeting at 5:55 P.M.

#### 3. Review of Findings/Order by Independent Hearing Officer

Mr. Anthony Casper, Administrative Review Committee Chairperson, arrived at 5:56 P.M. and presented board members information pertaining to a student expulsion.

Dr. Weiss and Mr. Casper departed the meeting at 6:02 P.M.

Mrs. Modder moved to approve the hearing officer's recommendation in regards to the student expulsion. Ms. Stevens seconded the motion. Unanimously approved.

#### 4. Evaluation Consideration

Mr. Battle arrived at 6:17 P.M.

Ms. Adams reviewed Dr. Weiss' evaluation information with board members.

Dr. Weiss returned to the meeting at 6:18 P.M.

Ms. Adams presented Dr. Weiss with his 2022-2023 evaluation. Board members and Dr. Weiss provided feedback on the evaluation process and document.

Mrs. Modder moved to adjourn the meeting. Mr. Price seconded the motion. Unanimously approved.

Meeting adjourned at 6:34 P.M.

#### REGULAR MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD JULY 25, 2023

A regular meeting of the Kenosha Unified School Board was held on Tuesday, July 25, 2023, at 7:00 P.M. in the Board Room of the Educational Support Center. Ms. Adams, President, presided.

The meeting was called to order at 7:09 P.M. with the following Board members present: Mr. Meadows, Mrs. Modder, Ms. Stevens, Mr. Battle, Mrs. Schmaling, Mr. Price, and Ms. Adams. Dr. Weiss was also present.

Ms. Adams, President, opened the meeting by announcing that this was a regular meeting of the School Board of Kenosha Unified School District. Notice of this regular meeting was given to the public by forwarding the complete agenda to all requesting radio stations and newspapers. Copies of the complete agenda are available for inspection at all public schools and the Superintendent's office. Anyone desiring information as to forthcoming meetings should contact the Superintendent's office.

There were no awards or recognitions.

Dr. Weiss gave the Superintendent's Report.

Mrs. Modder and Mr. Price gave the legislative report.

Views and comments were made by the public. Ms. Adams noted that electronic submissions were received from John Musser, Peter Pingitore, Scott and Sandra Lindgren, and Carl Bryan.

There was not a student ambassador present.

Remarks by the President were made by Ms. Adams.

There were no administrative or supervisory appointments.

Board members considered the following Consent-Approve items:

Consent-Approve item X-A – Recommendations Concerning Appointments, Leaves of Absence, Retirements, Resignations, and Separations.

Consent-Approve item X-B – Minutes of the 6/27/23 Special Meeting and Executive Session, 6/27/23 Regular Meeting, 7/17/23 Special Meeting, and 7/18/23 Special Meeting and Executive Session.

Consent-Approve item X-C – Summary of Receipts, Wire Transfers, and Check Registers submitted by Mrs. Lisa Salo, Accounting Manager; Mr. Tarik Hamdan, Chief Financial Officer; and Dr. Jeffrey Weiss, Superintendent of Schools; excerpts follow:

"It is recommended that the June 2023 cash receipt deposits totaling \$2,674,982.00, and cash receipt wire transfers-in totaling \$48,385,332.01, be approved.

Check numbers 623993 through 625434 (net of voided batches) totaling \$6,338,886.88, and general operating wire transfers-out totaling \$5,240,671.77, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the June 2023 net payroll and benefit EFT batches totaling \$22,494,563.81, and net payroll check batches totaling \$829.02, be approved."

Mrs. Modder moved to approve the consent agenda as presented. Ms. Stevens seconded the motion. Unanimously approved.

Dr. Weiss introduced Policy and Rule 4221 – Alcohol and Drug Free Workplace submitted by Mr. Kevin Neir, Chief Human Resources Officer, and Dr. Weiss, excerpts follow:

"Policy and Rule 4221 – Alcohol and Drug-free Workplace was last updated in March 2017. While generally an adequate policy, the rule is extremely vague and lacks the language needed to outline for employees the procedures that will take place should reasonable suspicion arise. Language regarding reasonable cause and/or suspicion will be added to the 2023-2024 Employee Handbook upon its creation. In order to ensure there are no questions as to what will occur prior to an employee being hired and/or if there is reasonable cause and/or suspicion following hire, the Office of Human Resources worked with legal counsel to review and make slight changes to the policy and to revamp/clarify the rule. The final, updated rule will also be added to the 2023- 24 Employee Handbook which requires annual review sign-off by all employees in the district.

By updating this policy, we will be clarifying how this process should be implemented for both employees and the district. Additionally, this will reduce the district's overall liability surrounding transporting employees, whether it is the staff driving or the employee suspected of being under the influence of drugs and/or alcohol.

Feedback was sought from the Personnel Standing Committee regarding the proposed revisions to School Board Policy 4221 at its April 18, 2023 meeting.

It is Administration's recommendation that the school board approve the recommended updates to School Board Policy and Rule 4221 – Alcohol and Drug-Free Workplace as a second reading."

Ms. Stevens moved to approve the recommended updates to Policy and Rule 4221 – Alcohol and Drug-Free Workplace as a second reading. Mrs. Modder seconded the motion. Unanimously approved.

Mr. Kristopher Keckler, Chief Information Officer, and Mr. Richard Regner, Naming Committee member, presented the Consideration to Rename the Educational Support Center submitted by Mr. Keckler and Dr. Weiss, excerpts follow:

"On May 23, 2023, the KUSD School Board approved the formation of a citizen advisory committee to consider a request to rename the KUSD Educational Support Center (ESC), as outlined in KUSD Policy 7400 Naming or Renaming District-Owned Property and KUSD Policy 8860 Citizen Advisory Committee. The original request to rename the ESC was received on February 8, 2023, from Richard Regner to rename the Educational Support Center after longtime KUSD Administrator and former Superintendent John Hosmanek. Public notice was given on June 4, 2023, and a group of interested community members joined this committee (Appendix A), which held a meeting on June 20, 2023. The original submission and rationale is included in this report (Appendix B). There were four name variations discussed and rated by each member:

- No change;
- John J. Hosmanek Kenosha Unified Educational Support Center;
- The John Hosmanek ESC; and
- John Hosmanek Educational Support Center.

Nine committee members voted for the recommendation of the ESC building name change to "John J. Hosmanek Kenosha Unified School District Educational Support Center."

Administration recommends that the Board of Education review and consider possible action to rename the Educational Support Center building at its July 25, 2023, regular School Board meeting."

Mr. Keckler and Mr. Regner gave a Name Consideration for the ESC PowerPoint presentation which covered the following topics: Dr. John J. Hosmanek, KUSD accomplishments, Kenosha county accomplishments, and advisory committee recommendation.

Mrs. Modder moved to accept the committee's recommendation to rename the Educational Support Center to the John J. Hosmanek Educational Support Center. Ms. Stevens seconded the motion. Unanimously approved.

Mr. Keckler presented the KUSD Rightsizing Committee and Project Update submitted by himself and Dr. Weiss, excerpts follow:

"On May 23, 2023, the KUSD School Board approved a contract with Davis Demographics to provide a comprehensive demographic study in regards to student enrollment forecasts and related services. As outlined in KUSD Policy 8860, a citizen advisory committee was also established with invitations sent to dozens of community members and representatives from different organizations. The Kenosha Unified Rightsizing Committee (KRC) held initial meetings on June 28, 2023, and July 17, 2023. The bulk of these meetings centered around a wide variety of KUSD enrollment data, historical changes to school enrollments, and conditions of KUSD facilities. The group has also worked to refine suggestions for school closure criteria and considerations for other district changes impacted by the continual decline in student enrollments.

Kenosha Unified has provided Davis with a plethora of historical student data and related information regarding locations and capacity. They are developing updated study areas of KUSD neighborhoods and boundaries to establish references for upcoming scenarios.

A section of the KUSD website is providing the greater community with some of the shared data and information, as well as progress updates. The overall goal is to provide the KUSD School Board with options for consideration and decisions for December 2023.

This item is primarily informational, but the Board may take action as noticed in the full agenda."

Mr. Keckler gave a KUSD Rightsizing Committee PowerPoint presentation which covered the following topics: open enrollment summary, initial feedback, and considerations for consolidation.

Mr. Meadows moved to target the utilization of the district's elementary school buildings at 80% capacity and the district's middle and high school buildings at 85% capacity. Motion failed due to lack of a second.

Dr. Weiss, Mrs. Julie Housaman, Chief Academic Officer; and Mrs. Tanya Ruder, Chief Communications Officer; presented the Portrait of a Graduate submitted by them, excerpts follow:

"In April, the district embarked on the Portrait of a Graduate process. This process is designed to help develop a vision that articulates the community's aspirations for our students and the many paths to success. This process is intended to create a clear, unified direction in the work we are doing to educate students in collaboration with the families, businesses and communities we serve.

To ensure a multitude of voices were involved in the process, meetings were held that included a variety of staff and community members.

The District Vision Team is proposing the following five competencies and descriptors for the Portrait of a Graduate plan:

- Continuous Learner Self-motivated to expand knowledge, skills and perspectives;
- Active Reflector Maintains awareness of self, as well as their impact on others and the world:
- Effective Communicator Actively listens and clearly expresses ideas through various methods to inform, influence and motivate;
- Critical Thinker Analyzes information from different perspectives to develop creative solutions; and
- Community Contributor Collaborates with others for the greater good of society.

Administration recommends that the Board approve the proposed competencies and descriptors for Kenosha Unified School District's Growth of a Graduate on July 25, 2023."

Mr. Price moved to approve the proposed competencies and descriptors for Kenosha Unified School District's Growth of a Graduate. Ms. Stevens seconded the motion. Motion carried. Mr. Meadows dissenting.

Mrs. Ruder presented Policy and Rule 1600 – Visitors, 4332 – Criminal Background Checks, and 6530 – Community Resources submitted by herself and Dr. Weiss, excerpts follow:

"Currently, Policy and Rule 1600 - Visitors, 4332 - Criminal Background Checks, and 6530 - Community Resources note that all visitors with access to students must have a criminal background check on file with the district. Due to the broad nature of the word "access" being used, which could refer to volunteers, chaperones, tutors, visitors or many other individuals, the district worked with legal counsel to clean up the language to make sure upholding the policies is both realistic and in line with current practices and procedures.

In 2022, KUSD updated its visitor procedures to include the use of a visitor management system, making it easier to determine if any visitors are registered sex offenders before allowing them into buildings. This system does not do a full criminal background check, but does allow the district to prevent registered sex offenders from having access to our students and staff.

Due to this implementation, the policies within have been updated to ensure that all individuals who will be unsupervised, and/or who will have little to no staff oversight while having direct access to students, complete a criminal background check. Examples include tutors, mentors, volunteers, chaperones and other non-KUSD staff who will be responsible for the safety and well-being of students. All others who will be supervised or visiting in the presence of staff will follow our visitor management procedures with the exception of large events, such as concerts, plays, athletic events, family education programs, etc. where this expectation is not realistic.

Waivers to the background check requirement may be considered for those who can establish that they are subject to a criminal background check at least as extensive as KUSD's (e.g. police and fire personnel).

Administration recommends that the board approve the proposed revisions to Policy and Rule 1600 - Visitors, 4332 - Criminal Background Checks, and 6530 - Community Resources as a first reading on July 25, 2023, and a second reading on August 22, 2023."

Mrs. Modder moved to approve the proposed revisions to Policy and Rule 1600 - Visitors, 4332 - Criminal Background Checks, and 6530 - Community Resources as a first reading. Ms. Stevens seconded the motion. Unanimously approved.

Mr. Keckler and Ms. Christine O'Regan, Coordinator of Instructional Technology, presented the Update on Student and Staff Technology Acceptable Use Policy submitted by Mr. Keith Ebner, Network Manager; Mr. Travis Ciesielski, Technology Support Program Manager; Ms. O'Regan; Mr. Keckler; Mrs. Housaman, and Dr. Weiss, excerpts follow:

"Kenosha Unified maintains an inventory of well over 25,000 technology devices for instructional use. The continued growth of the organizational infrastructure, networks, utilities and emerging cyber security protocols generated the proposed revisions to both the student and staff technology acceptable use policies. The COVID Pandemic of 2019 subsequently forced Kenosha to develop and support a full 1:1 student and staff mobile device program. As the costs of such a program have grown, the district has slightly scaled back that commitment. Students still have a wide variety of opportunities to interact with mobile and stationary devices, but moving forward the lower grade levels will operate in a shared setting for mobile devices. Students in grades 2 through 8 will have dedicated devices on location, and for now high school students will continue to operate with an assigned device that they take home each night. Hoping to continue to reduce the break and

repair costs, as well as decrease the time and management of spares for buildings should only help support the frequency of access to these devices. The current technology refresh budget is managed centrally, thus producing a more efficient use, distribution, and support of these devices across the entire district. The continued struggle with a global threat for data breaches and quality control practices represent the remaining changes to these policies. A new section was also added to expand the privacy expectations regarding locker rooms and other private areas.

Administration recommends that the Board of Education review and approve the listed revisions as a first reading at the July 25, 2023, regular School Board meeting and a second reading at the August 22, 2023, regular School Board meeting:

- Policy and Rule 4226 Staff Technology Acceptable Use Policy; and
- Policy and Rule 6633 Student Technology Acceptable Use Policy."

Ms. Stevens moved to approve the proposed revisions for Policy and Rule 4226 - Staff Technology Acceptable Use Policy and Policy and Rule 6633 - Student Technology Acceptable Use Policy as a first reading. Mr. Battle seconded the motion. Unanimously approved.

Mr. Keckler and Ms. O'Regan presented the 2023-2026 Integrated Library and Technology Plan submitted by Ms. O'Regan, Mrs. Housaman, Mr. Keckler, and Dr. Weiss, excerpts follow:

"Over the past decade, Kenosha Unified has worked to implement various components of the previous Integrated Library Media and Technology Plans. The most recent version was aligned to the emergence of the global COVID 19 Pandemic, and how districts across the nation and world had to rapidly adjust to the changing educational landscape, navigating emergency funds, global supply chain logistics and supporting the whole child who may or may not have participated through short or long term virtual learning formats. Now that a few years have passed, and most districts have gained valuable experience with the management of this pandemic, and other related educational variables, KUSD must look long term into the next decade and have realistic approaches to funding, staff support, and the value of technology integration throughout the school system. KUSD will continue to provide a plethora of technology devices to provide opportunities for all students to learn and engage with the various technology and instructional resources in a manner that can be supported from all sides, including the financial sources and the instructional capacity.

A KUSD technology leadership committee (Appendix A) has reviewed the existing plan, and provided updated revisions for the new three-year cycle. In reference to PI 8.01(2)(h)1.1, the DPI strongly encourages Local Education Agencies (LEA's) to integrate the district's library plan and technology plan. These plans are inclusive of the required planning expectations related to funds and projects for school libraries. KUSD has supported and previously signed the Future Ready District Pledge. This pledge presents a commitment to improving the technology integration and overall support for quality digital learning. To date, over 3,400 school district superintendents have signed this pledge. This represents over 20 million students and more than 2 million educators who are working to establish quality technology integration into the learning environment. Based on a desire to define evidence-based approaches to manage this process, the U.S. Department of Education and the American Institutes for Research (AIR) published a rubric on the characteristics of Future

Ready Leadership. Kenosha Unified leadership will continue to review and integrate the strategies for improved digital learning when possible.

The goals and objectives of this plan align with the Kenosha Unified School District Improvement Plan and are guided by the practices outlined in the Future Ready Librarian Framework and ISTE Standards for Educators (Appendix B). The Library and Information Services Departments support the KUSD mission to provide excellent, challenging learning opportunities and experiences that prepare each student for success through information literacy. We accomplish this by providing instructional opportunities that integrate the work to align with the newly revised and adopted district Moral Imperative and first two goals.

Administration recommends that the Board of Education review and accept the 2023-2026 Integrated Library and Technology Plan at the July 25, 2023, regular Board meeting."

Mr. Battle moved to accept the 2023-2026 Integrated Library and Technology Plan. Ms. Stevens seconded the motion. Unanimously approved.

Mrs. Housaman presented the Report on Contract in Aggregate of \$50,000 – Imagine Learning – Edgenuity submitted by Ms. O'Regan, Mr. Hamdan, Mrs. Housaman, and Dr. Weiss, excerpts follow:

"School Board Policy 3420 requires that "all contracts and renewals of contracts in aggregate of \$50,000 in a fiscal year shall be approved by the School Board except in the event of an emergency as determined and reported to the School Board monthly by the Purchasing Agent."

The following contract/agreement has not been added to the Contract Management Database and is being presented for board approval: Imagine Learning in the amount of \$305,281.19 (3 year agreement) for Edgenuity digital libraries 9-12 comprehensive site license.

The Purchase/Contract Rationale is provided in Appendix A. The quote from Imagine Learning is provided in Attachment A.

Administration recommends that the Board of Education approve the \$305,281.19 contract with Imagine Learning-Edgenuity for a digital library of credit recovery seat licenses for the high schools. The funding source for this purchase is the Teaching and Learning budget."

Ms. Stevens moved to approve the \$305,281.19 contract with Imagine Learning-Edgenuity for a digital library of credit recovery seat licenses for the high schools. Mrs. Modder seconded the motion. Unanimously approved.

Mrs. Housaman presented the Act 55 – Notice of Academic Standards submitted by Mrs. Rhonda Lopez, Principal of Chavez Learning Station; Mrs. Jennifer Lawler, Coordinator of Secondary Math and Science; Mr. Che Kearby, Coordinator of Secondary English Language Arts and Social Studies; Mrs. Mary Hoover, Coordinator of Reading and Elementary Social Studies; Mrs. Stacy Cortez, Coordinator of Elementary Math and Science; Mrs. Housaman; and Dr. Weiss, excerpts follow:

"On July 12, 2015, the Wisconsin 2015-17 State Budget Bill, Act 55, was signed into law. It requires Kenosha Unified School District to provide the parents and guardians of all enrolled students with notice of the academic standards in mathematics, science, reading and writing, geography, and history that have been adopted by the school board and that will be in effect during each school year.

Accordingly, the district academic standards that will be in effect in these specific content areas for the 2023-24 school year are listed below. Electronic links to the detailed version of the applicable standards are provided pursuant to section 120.12(13) and section 118.30(1g)(a)1 of the state statutes.

Additionally, with regard to emphasizing content area literacy in all subjects, the Kenosha Unified School District has adopted the Common Core Standards for Disciplinary Literacy. A link to this additional resource is: http://dpi.wi.gov/standards/literacy-all-subjects.

Administration recommends that the Board of Education approve the annual declaration and parent notice of the district's student academic standards that will be in effect for the 2023-24 school year at the July 25, 2023, board meeting."

Mr. Price moved to approve the annual declaration and parent notice of the district's student academic standards that will be in effect for the 2023-24 school year. Ms. Stevens seconded the motion. Unanimously approved.

Mr. William Haithcock, Chief of School Leadership, presented the Expulsion Independent Hearing Officers – Resolution 410 submitted by himself and Dr. Weiss, excerpts follow:

"Administration brings forth a recommendation concerning the appointment of Hearing Officers to assist the District with any expulsion hearings for the upcoming 2023-2024 school year. Hearing Officers are part time employees that are called upon when needed for expulsion hearings and are paid \$100 for the first hour and \$25 for every 15 additional minutes after the first hour not to exceed \$300 for each hearing.

Christopher Hauser handled the majority of the expulsion hearings since the 2021-2022 school years and will continue to serve as our main hearing officer. Mrs. Titus and Mr. Rupnow, who were added as KUSD hearing officers in April of 2022, will continue to serve as backup/secondary hearing officers for the 2023-2024 school year and thereafter.

Administration recommends that the Board of Education re-authorize the appointment of Christopher Hauser, Gayle Titus, and Michael Rupnow as Hearing Officers for the purpose of expulsion hearings for the 2023-2024 school year at the rate of \$100 for the first hour and \$25 for every 15 additional minutes after the first hour not to exceed \$300 per hearing. It is also recommended that the Board approve Resolution 410 – Resolution to Authorize Independent Hearing Officers to Determine Pupil Expulsions for the 2023-2024 School Year."

Mrs. Modder moved to re-authorize the appointment of Christopher Hauser, Gayle Titus, and Michael Rupnow as Hearing Officers for the purpose of expulsion hearings for the 2023-2024 school year at the rate of \$100 for the first hour and \$25 for every 15 additional minutes after the first hour not to exceed \$300per hearing. It is also recommended that the

Board approve Resolution 410 – Resolution to Authorize Independent Hearing Officers to Determine Pupil Expulsions for the 2023-2024 School Year. Ms. Stevens seconded the motion. Unanimously approved.

Mr. Hamdan presented the Renewal of the Southeastern Wisconsin School Alliance (SWSA) Membership submitted by himself and Dr. Weiss, excerpts follow:

"For the past twenty years, the District has participated in the Southeastern Wisconsin School Alliance (SWSA) which provides school leaders and parents with objective, non-partisan information, and training needed to be strong advocates for educational excellence. The SWSA serves nearly 30 urban and suburban school districts with a combined enrollment of more than 210,000 students.

The mission of the Southeastern Wisconsin School Alliance is to advocate for the benefit of all students by driving education policies supporting strong public schools to ensure world-class practices, economic vitality, and community well-being.

The SWSA supports the mission through the following tiered approach:

- Develop and implement key strategies to advocate for sound education policy;
- Raise the impact of SWSA by identifying and developing mutually beneficial partnerships;
- Continue to strengthen the SWSA business model by supporting school districts and their communities; and
  - Leverage research to drive educational practice and advocacy.

The SWSA meets at least once a month and the annual membership fee is \$3,200. Attachment A is the letter from the fiscal agent, the required resolution to be approved by the Board in order to participate in the alliance, and the 66.0301 Agreement which authorizes the School District of South Milwaukee as the fiscal agent to manage the SWSA funds. Attachment B is the 2023-24 Proposed Annual Budget for the SWSA, the projected participating member school districts, and the member payment schedule.

Administration recommends that the Board approve the attached resolution and membership in SWSA for the 2023-2024 fiscal year in the amount of \$3,200 and authorization of Board Officers and District Administration to execute any and all documents related to the renewal."

Ms. Stevens moved to approve the attached resolution and membership in SWSA for the 2023-2024 fiscal year in the amount of \$3,200 and authorization of Board Officers and District Administration to execute any and all documents related to the renewal. Mrs. Modder seconded the motion. Unanimously approved.

Ms. Stevens moved to adjourn the meeting. Mr. Meadows seconded the motion. Unanimously approved.

Meeting adjourned at 8:50 P.M.

#### SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD AUGUST 3, 2023

A special meeting of the Kenosha Unified School Board was held virtually via the Google Meet platform on Thursday, August 3, 2023. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 5:32 P.M. with the following members present: Mr. Meadows, Mrs. Modder, Mrs. Schmaling, Mr. Price, and Ms. Adams. Dr. Weiss and Mr. Neir were also present. Ms. Stevens arrived later. Mr. Battle was excused.

Ms. Adams, President, opened the meeting by announcing that this was a special meeting of the School Board of the Kenosha Unified School District. Notice of this special meeting was given to the public by forwarding a copy of the notice to all requesting radio stations and newspapers.

Ms. Adams announced that an executive session had been scheduled to follow this special meeting for the purpose of Collective Bargaining Deliberations.

Mr. Meadows moved that the executive session be held. Mrs. Modder seconded the motion.

Roll call vote. Ayes: Mr. Meadows, Mrs. Modder, Mrs. Schmaling, Mr. Price, and Ms. Adams. Noes: None. Unanimously approved.

Mr. Hamdan joined the meeting at 5:37 P.M.

#### 1. Collective Bargaining

Ms. Stevens arrived at 5:41 P.M.

Mr. Tarik Hamdan, Chief Financial Officer, updated board members on collective bargaining deliberations and sought direction.

Meeting adjourned at 6:16 P.M.

#### SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD AUGUST 17, 2023

A special meeting of the Kenosha Unified School Board was held virtually via the Google Meet platform on Thursday, August 17, 2023. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 5:30 P.M. with the following members present: Mr. Meadows, Mrs. Modder, Ms. Stevens, Mr. Battle, and Mr. Price. Dr. Weiss and Mr. Neir were also present. Ms. Adams arrived later. Mrs. Schmaling was excused.

Mrs. Modder, Vice President, opened the meeting by announcing that this was a special meeting of the School Board of the Kenosha Unified School District. Notice of this special meeting was given to the public by forwarding a copy of the notice to all requesting radio stations and newspapers.

Mrs. Modder announced that an executive session had been scheduled to follow this special meeting for the purpose of Collective Bargaining Deliberations.

Mr. Price moved that the executive session be held. Mr. Meadows seconded the motion.

Roll call vote. Ayes: Mr. Meadows, Mrs. Modder, Ms. Stevens, Mr. Battle, and Mr. Price. Noes: None. Unanimously approved.

Ms. Adams joined the meeting at 5:33 P.M.

Mr. Hamdan joined the meeting at 5:34 P.M.

#### 1. <u>Collective Bargaining</u>

Dr. Weiss and Mr. Tarik Hamdan, Chief Financial Officer, updated board members on collective bargaining deliberations and sought direction.

Meeting adjourned at 6:00 P.M.

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#### Kenosha Unified School District Kenosha, Wisconsin Summary of Cash Receipts and Disbursements August 22, 2023

CASH RECEIPTS	reference	total
July 2023 Wire Transfers-In, to Johnson Bank fro	m:	•
WI Department of Public Instruction	state aids register receipts	\$ 20,654.80
Johnson Bank	account interest	6,062.36
Bankcard Services (Purplepass)	fine arts ticket sales receipts (net of fees)	4,232.47
Bank (Infinite Campus)	district web store receipts (net of fees)	24,200.38
Retired & Active Leave Benefit Participants	premium reimbursements	46,264.09
WI Department of Revenue	exempt computer state aid	410,258.89
Various Sources	small miscellaneous grants / refunds / rebates	365,330.95
Total Incoming Wire Transfers		877,003.94
July 2023 Deposits to Johnson Bank - All Funds:		
General operating and food services receipts	(excluding credit cards)	284,475.56
TOTAL JULY CASH RECEIPTS		\$ 1,161,479.50
CASH DISBURSEMENTS	reference	total
July 2023 Wire Transfers-Out, from Johnson Ban	k to:	
Payroll & Benefit wires	net payrolls by EFT	ф <b>7</b> 000 0 <b>7</b> 4 00
Individual Employee Bank Accounts	(net of reversals)	\$ 7,900,374.33
WI Department of Revenue	state payroll taxes	60,484.54
WI Department of Revenue	state wage attachments	15.75
IRS	federal payroll taxes	715,475.74
Delta Dental	dental insurance premiums	222,058.15
Diversified Benefits Services	flexible spending account claims	7,324.43
Employee Trust Funds	wisconsin retirement system	3,879,632.72
NVA	vision insurance premiums	18,185.94
Optum	HSA	294,592.05
Various	TSA payments	93,019.87
Subtotal		13,191,163.52
General Operating Wires		044 004 00
US Bank	purchasing card payment-individuals	211,291.06
Kenosha Area Business Alliance	LakeView lease payment	18,371.22
United Healthcare	health insurance premiums	4,267,397.61
Various	returned checks	53.00
Subtotal		4,497,112.89
Total Outgoing Wire Transfers		\$ 17,688,276.41
July 2023 Check Registers - All Funds:		
Net payrolls by paper check	Register# 01015DP	\$ 1,680.71
General operating and food services	Check# 625435 thru Check# 625999 (net of void batches)	7,968,993.17
Total Check Registers	(not of volu batches)	\$ 7,970,673.88
TOTAL JULY CASH DISBURSEMENTS		\$ 25,658,950.29
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<sup>\*</sup>See attached supplemental report for purchasing card transaction information

# Transaction Summary by Merchant

Merchant Name	Total	
HOTEL	\$	19,060.06
HOMER INDUSTRIES LLC	\$	12,125.00
ULINE *SHIP SUPPLIES	\$	9,577.55
SOLUTION TREE INC	\$	8,239.00
RAYNER AND RINN SCOTT	\$	7,541.25
HAJOCA KENOSHA PC354	\$	7,122.91
PBBS EQUIPMENT CORPORA	\$	6,469.66
TIMBER-LEE MINISTRIES I	\$	6,390.00
BTS*MIRACLE RECREATION EQ	\$	5,680.31
HIGHWAY C SERVICE INC	\$	5,255.07
PROPANELS M D ENTERPRISES	\$	5,237.00
MENARDS KENOSHA WI	\$	4,995.94
HALLMAN LINDSAY PAINTS -	\$	4,054.78
NOAH'S ARK FAMILY PARK	\$	3,943.55
DSPS EPAY ISE	\$	3,900.00
KIMBALL MIDWEST PAYEEZY	\$	3,670.29
(PC) 3654 INTERSTATE	Ψ \$	3,644.41
3654 INTERSTATE	\$ \$	3,617.52
SP FLOORBUFFERS.COM	Ψ \$	3,556.00
JOHNSTONE SUPPLY - RACINE	\$ \$	3,510.56
VYRON CORPORATION	Ψ \$	3,495.08
BLAIN'S FARM & FLEET		3,211.43
VEHICLE MAINT. & FUEL	\$ \$	2,493.83
REINDERS BRISTOL		2,493.03
TRUGREEN *LOCKBOX	\$ \$	2,417.04
GATEWAY TRUCK REFRIGERA		2,244.24
WASBO FOUNDATION	э \$	1,905.00
WOODWORKERS HARDWARE I		1,805.96
KITCHENAID KCSC		1,772.34
MID STATE EQUIP SALEM 010	\$ \$	1,688.04
KEEPERSECURITY.COM	- γ \$	1,625.00
GRAINGER		1,618.18
SAN-A-CARE	\$ \$	1,595.52
BUILDING CONTROLS & SOLUT		1,580.59
SOCIETYFORHUMANRESOURCE	 \$	1,552.00
MARK'S PLUMBING PARTS		
CNK*CINEMARK HQ 001	\$ \$	1,527.57
AMZN MKTP US*NN4FD4C13		1,496.50 1,495.00
MILWAUKEE BREWERS BOX OFF	\$ \$	1,495.00
STERICYCLE		· ·
	\$	1,404.50
HEAT & POWER PRODUCTS INC AMZN MKTP US*UE20H5Q23	\$	1,397.68
	\$	1,389.44
G AND F MARKETING	\$	1,282.05
USPS.COM POSTAL STORE	\$	1,262.20
CHRISTOPHER R GREEN SR	\$	1,213.40
IN *GOOD ARMSTRONG TRAINI	\$	1,180.00
LOWES #02560*	\$	894.13

# Transaction Summary by Merchant

Merchant Name	Total	
BUREAUEDUCA	\$	795.00
MONSTER JANITORIAL LLC	\$	775.16
AMZN MKTP US*ON5K31CZ3	\$	758.90
SHERWIN WILLIAMS 703481	\$	749.25
AMZN MKTP US*1E1M46LN3 AM	\$	745.56
HOMEDEPOT.COM	\$	712.16
USAD	\$	700.00
FIRST SUPPLY KENOSHA	\$	689.63
ARC TRAINING SERVICES	\$	650.00
DRI*ERGOTRON INC.	\$	646.26
FOUNDATION BLDG 045	\$	631.75
HEGGERTY LITERACY RES	\$	623.00
SAMS CLUB #6331	\$	613.22
FOUNDATION BLDG 270	\$	610.08
MCMASTER-CARR	\$	605.48
EUROFINS SF ANALYTICAL LA	\$	575.00
MENARDS RACINE WI	\$	550.96
RESTAURANTS & CATERING	\$	539.92
DRUM CORPS INTERNATIONAL	\$	518.00
CUSTOMINK LLC	\$	505.89
CARDIO PARTNERS INC	\$	505.37
AMZN MKTP US*V66VJ9BI3	\$	498.19
AMZN MKTP US*IT0QF8FV3	\$	495.83
BANE NELSON INC	\$	459.00
DRAMATISTS PLAY SERV	\$	420.00
MENARDS.COM	\$	412.78
WPY*PEACEFUL WARRIOR TRAI	\$	412.04
TRANS-LUX MIDWEST CORP	\$	404.77
NASSP PRODUCT & SERVICE	\$	385.00
SAMSCLUB.COM	\$	384.92
GRUNAU COMPANY INC	\$	383.50
MAILCHIMP	\$	370.00
ROGUE	\$	365.00
LINCOLN CONTRACTORS SUPPL	\$	360.50
GRAPHICSINC.COM	\$	358.00
SMORE.COM	\$	357.98
APPLE.COM/US	\$	357.00
COSTCO WHSE #1198	\$	356.74
WAL-MART #2668	\$	347.12
VIKING ELECTRIC-MILWAUKEE	\$	346.48
SP LIBERTYFLAGS.COM	\$	330.00
AMAZON.COM*P17JD34W3 AMZN	\$	328.00
AUTOMATIONDIRECT.COM	\$	323.50
AVERY PRODUCTS CORPORATIO	\$	319.57
USPS PO 5666100158	\$	315.00
RACINE ZOO ADMISSIONS	\$ \$	314.15
AMZN MKTP US*N09L18ZT3	\$ \$	308.07
MINICIA INIICIT OO INOOLIOCIO	Ψ	300.07

# Transaction Summary by Merchant

Merchant Name	Total	
AMZN MKTP US*PB9GK5QR3	\$	305.03
IN *NC3	\$	299.00
STANFORD SCPD	\$	298.00
TCT*ANDERSON'S	\$	296.46
DICKOW CYZAK TILE CARPET	\$	288.00
WASDA	\$	285.00
AMZN MKTP US*BD6ZY4YX3	\$	278.08
KAPCO-ONLINE	\$ \$	270.60
WISCONSIN SCHOOL SAFETY	\$	270.00
AMZN MKTP US*T68MZ4GA3	\$	259.72
AMZN MKTP US*V37UW5P13	\$	258.94
GFS STORE #1919	 \$	257.40
AMZN MKTP US*DA6NM08X3	\$	255.00
AMZN MKTP US*SY79P4GE3	\$ \$	249.95
NOVISIGN LTD	 \$	240.00
NNA SERVICES LLC		238.64
WWW.KENNYPRODUCTS.COM		228.00
LEES RENT IT	\$	227.54
AMZN MKTP US*SO7PN3NH3		224.40
ZORO TOOLS INC		223.29
AMPLIFY EDUCATION INC	 \$	205.00
AMZN MKTP US*LR1MI1EE3		
	\$	199.43
AMZNI MICTO LIC*DD (IMC 4 C 7 2	\$	198.00
AMZN MKTP US*PD4WG4CZ3	\$	191.06
AMZN MKTP US*RK72H7WS3	\$	184.51
SPECTRUM	\$	177.98
ZOOM.US 888-799-9666	\$	174.14
AMAZON.COM*F73CR37O3 AMZN	\$	167.08
AMAZON.COM*ID0RQ1ZU3 AMZN	\$	162.91
AMZN MKTP US*3Z2918KR3	\$	158.24
AMZN MKTP US*N31MW5UE3	\$	144.95
GRAMMARLY COFQ9MHWO	\$	144.00
HOLLAND SUPPLY INC	\$	142.92
FNCUTHBERT	\$	140.95
VISTAPRINT	\$	140.29
OFFICEMAX/DEPOT 6358	\$	140.22
AMZN MKTP US*Y432A0TF3 AM	\$	135.52
ANIMOTO INC	\$	135.00
AMERICAN RED CROSS	\$	125.00
OTC BRANDS INC	\$	123.63
AMZN MKTP US*RY9HH6OE3	\$	116.81
FARM & FLEET STURTEVANT	\$	110.98
AMZN MKTP US*OO31A9D73	\$	110.78
NATIONAL SCIENCE TEACHER	\$	110.00
AMZN MKTP US*WU0426H33	\$	107.91
DEMCO INC	\$	105.95
AMZN MKTP US*5R8YV5GJ3	\$	103.97

# Transaction Summary by Merchant

Merchant Name	Total	
DOA WISGLP RAFFLE LICENSE	\$	102.00
HOBBY LOBBY #350	\$	100.90
AMZN MKTP US*AB3KD76X3	\$	99.90
AMZN MKTP US*SX3568GM3	\$	99.70
EDWEEK PRINT DIGITAL	\$	97.00
SP IFIXIT	\$	94.97
AMZN MKTP US*TI82P1E60	\$	93.25
AMZN MKTP US*459G61VJ3	\$	92.69
USPS PO 5642800260	\$	92.68
AMZN MKTP US*7E4O56173 AM	\$	92.02
TOWN & COUNTRY GLASS	\$	91.20
AMZN MKTP US*3D7AN37C3	\$	90.93
BATTERIES PLUS #0561	\$	89.55
AMZN MKTP US*FL70O6PG3	\$	87.92
AED SUPERSTORE	\$	87.52
AMZN MKTP US*ZS7OX97K3	\$	86.46
AMZN MKTP US*CL1NO7F63	\$	82.96
AMZN MKTP US*939YW2R13	\$	82.84
WALGREENS #9605	\$	80.82
DSPS E SERVICE FEE COM	\$	78.00
AMZN MKTP US*N96372SZ3	\$	77.05
AMZN MKTP US*YT6M78RA3	\$	73.57
SAMSCLUB #6331	\$	73.34
JC LICHT - 1290 - KENOSHA	\$	71.98
AMZN MKTP US*MA5LG4JR3	\$	70.89
AMZN MKTP US*R03H03JY3	\$	69.98
PARTSWH COM	\$	69.89
WEBCONNEX LLC	\$	67.32
AMAZON.COM*H51B47553	\$	66.98
AMZN MKTP US*XF8E84N73	\$	65.24
OFFICE DEPOT #3260	\$	63.85
AMZN MKTP US*NS83U2Y73 AM	\$	62.78
AMZN MKTP US*5Y43Y6F03	\$	62.18
EBAY O*17-10275-55102	\$	60.54
HARBOR FREIGHT TOOLS3397	\$	59.99
AMZN MKTP US*AO5A83093	\$	59.88
AMZN MKTP US*MR5EW6NF3	\$	58.79
AMZN MKTP US*HD2RT6P63	\$	55.98
AMZN MKTP US*Q42Z63WP3	\$	55.84
AMZN MKTP US*JV9DJ2LW3	\$	53.68
OCULUS	\$	52.73
WM SUPERCENTER #1167	\$	51.18
AMAZON.COM*N74X353U3 AMZN	\$	50.64
GFS STORE #1923	\$	47.56
AMAZON.COM*E07ZM8NO3 AMZN	\$	47.24
AMZN MKTP US*1Y1NF7VE3	\$	44.81
AMAZON.COM*7X2KJ5SW3	\$	43.48

# Transaction Summary by Merchant

Merchant Name	Total	
AMZN MKTP US*2D6T30P83 AM	\$	42.97
AMZN MKTP US*405KP06V3	\$	40.02
SMK*WUFOO.COM CHARGE	\$	39.00
AMZN MKTP US*771RC01Q3	\$	38.17
AMZN MKTP US*BE7H30BD3	\$	37.99
AMZN MKTP US*OS8Q71P63	\$	36.88
FESTIVAL FOODS	\$	36.78
DOLLAR TREE	\$	35.48
THE MATH LEARNING CENTER	\$	35.00
AMZN MKTP US*OJ66E9IN3	\$	34.04
APW DISTRIBUTING INC	\$	33.93
PIGGLY WIGGLY	\$	33.64
AMZN MKTP US*WO8A65SG3 AM	\$	32.64
AMZN MKTP US*WR5HG5U53	\$	32.42
ADOBE *STOCK	\$	31.64
OCULUS *HSDH8PF282	\$	31.64
UDEMY SUBSCRIPTION	\$	29.99
AMZN MKTP US*YX1KS1UY3	\$	29.10
AMZN MKTP US*735PI1O43	\$	28.99
AMZN MKTP US*H03H69TC3	\$	27.77
AMZN MKTP US*0C9MD8P43	\$	26.94
AMZN MKTP US*823CT97T3	\$	26.82
AMZN MKTP US*D043878V3	\$	26.25
APSTYLEBOOK.COM	\$	26.10
AMZN MKTP US*TV8KM48W3	\$	25.22
THE HOME DEPOT #4926	\$	25.18
EDPUZZLE PRO TEACHER	\$	25.00
AMZN MKTP US*XZ7CQ4OP3 AM	\$	24.97
AMZN MKTP US*W615E4O43	\$	22.91
AMZN MKTP US*CO6DN94W3	\$	22.47
AMZN MKTP US*YN0OF4683	\$	22.47
AMZN MKTP US*Y20VU5CZ3	\$	21.97
AMZN MKTP US*YL0EA2GR3	\$	21.95
AMZN MKTP US*9Q4OZ0TA3	\$	21.59
OCULUS *6EKJMP3282	\$	21.09
USA CLEAN BY JON-DON	\$	21.07
SCREENCAST-O-MATIC	\$	19.80
AMZN MKTP US*OK9N51Q33	\$	19.68
AMZN MKTP US*9A8U32PJ3	\$	17.98
AMZN MKTP US*TW8LR1RH0	\$	17.98
AMZN MKTP US*DT2FV5HF3	\$	16.98
AMZN MKTP US*3D9A353B3	\$	16.77
AMZN MKTP US*ZN2ZM6Y13	\$	16.49
AMAZON PRIME*EP5EQ2TZ3	\$	15.05
AMZN MKTP US*W91E60ZG3	\$	15.00
AMZN MKTP US*M678O4NF3	\$	14.74
AMAZON.COM*EN74Z87H3 AMZN	\$	12.98

# Transaction Summary by Merchant

Merchant Name	Total	
AMAZON.COM*UN6B80FO3 AMZN	\$	12.89
AMZN MKTP US*8F4GA65S3	\$	11.89
AMZN MKTP US*JV6GS80S3	\$	11.50
EDGE TECHNOLOGY	\$	10.75
AMZN MKTP US*HP8757Y33	\$	10.59
SPOTIFY USA	\$	10.54
AMZN MKTP US*LM3AO5MQ3	\$	10.54
PRAIRIE SIDE ACE HARDWARE	\$	10.12
AMZN MKTP US*L61XD5YO3 AM	\$	9.99
AIRGAS LLC - NORTH N126	\$	9.95
AMZN MKTP US*HY52Z6BI3 AM	\$	9.65
AMZN MKTP US*XE4ZC97J3 AM	\$	9.65
AMZN MKTP US*PN9XC2TK3	\$	8.99
AMZN MKTP US*7P7R644O3	\$	6.74
AMZN MKTP US AMZN.COM/BIL	\$	(12.44)
AMZN MKTP US	\$	(12.84)
U-HAUL MOVING & STORAGE O	\$	(13.64)
WWW.WISMATH.ORG	\$	(50.00)
CANVA* I03800-25165349	\$	(119.99)
POSITIVE PROMOTIONS	\$	(191.95)
SAMS CLUB#6331	\$	(248.58)
PY *CESA #1	\$	(295.00)
US Bank Purchasing Card Payment - Individuals	\$	211,291.06

# KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

August 22, 2023

#### **Administrative Recommendation**

It is recommended that the July 2023 cash receipt deposits totaling \$284,475.56, and cash receipt wire transfers-in totaling \$877,003.94, be approved.

Check numbers 625435 through 625999 (net of voided batches) totaling \$7,968,993.17, and general operating wire transfers-out totaling \$4,497,112.89, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the July 2023 net payroll and benefit EFT batches totaling \$13,191,163.52, and net payroll check batches totaling \$1,680.71, be approved.

Dr. Jeffrey Weiss Superintendent of Schools

Tarik Hamdan Chief Financial Officer

Lisa M. Salo, CPA Accounting Manager

#### Kenosha Unified School District Kenosha, Wisconsin

August 22, 2023 Board of Education Meeting

# <u>POLICY AND RULE 1600 - VISITORS, 4332 - CRIMINAL BACKGROUND CHECKS, AND 6530 - COMMUNITY RESOURCES</u>

#### **Background:**

Currently, Policy and Rule 1600 - Visitors, 4332 - Criminal Background Checks, and 6530 - Community Resources note that all visitors with access to students must have a criminal background check on file with the district. Due to the broad nature of the word "access" being used, which could refer to volunteers, chaperones, tutors, visitors or many other individuals, the district worked with legal counsel to clean up the language to make sure upholding the policies is both realistic and in line with current practices and procedures.

In 2022, KUSD updated its visitor procedures to include the use of a visitor management system, making it easier to determine if any visitors are registered sex offenders before allowing them into buildings. This system does not do a full criminal background check, but does allow the district to prevent registered sex offenders from having access to our students and staff.

Due to this implementation, the policies within have been updated to ensure that all individuals who will be unsupervised, and/or who will have little to no staff oversight while having direct access to students, complete a criminal background check. Examples include tutors, mentors, volunteers, chaperones and other non-KUSD staff who will be responsible for the safety and well-being of students. All others who will be supervised or visiting in the presence of staff will follow our visitor management procedures with the exception of large events, such as concerts, plays, athletic events, family education programs, etc. where this expectation is not realistic.

Waivers to the background check requirement may be considered for those who can establish that they are subject to a criminal background check at least as extensive as KUSD's (e.g. police and fire personnel).

#### **Administration Recommendation:**

Administration recommends that the board approve the proposed revisions to Policy and Rule 1600 - Visitors, Policy and Rule 4332 - Criminal Background Checks, and Policy 6530 - Community Resources as a second reading on August 22, 2023.

Dr. Jeffrey Weiss Superintendent of Schools Tanya Ruder Chief Communications Officer

Kenosha Unified	School
District Kenosha,	Wisconsin

School Board Policies Rules and Regulations

> POLICY 1600 VISITORS

**Individuals**Stakeholders may request to visit schools to become better acquainted with their operation and curriculum. Classroom visits may not interfere with instruction or violate student privacy rights and will be approved through and arranged by the principal and/or their designee.

To ensure the safety and well-being of students and staff, visitors will either complete a criminal background check or comply with all visitor management processes and procedures. KUSD requires all individuals who will be unsupervised and/or have little to no staff oversight while having direct access to students to complete a criminal background check. Examples include tutors, mentors, volunteers, chaperones and other non-KUSD staff who will be responsible for the safety and well-being of students. If an individual serving in this capacity can establish that they are subject to a criminal background check at least as extensive as KUSD's, a waiver will be considered (e.g. police and fire personnel). The district requires all other visitors who will have staff-supervised access to students (e.g. guest speakers, parent helpers, etc.) during school hours to adhere to all current visitor management processes and procedures, including checking in at the front office. The principal, or the principal's designee, has the discretion to approve any visitors to the school and to determine what conditions, if any, will apply to the visit.

Students from other schools shall be permitted to visit only for specific purposes and at times mutually agreed upon by the administrators of the schools.

For the safety and well-being of all, visitors must check in at school/building offices. The principal, or the principal's designee, has the discretion to approve any visitors to the school and to determine what conditions, if any, will apply to the visit.

Registered sex offenders are required to comply with all requirements under section 301.475 of the Wisconsin Statutes and Policy 1610 prior to any visits to District property.

In accordance with section 120.13(35) of the Wisconsin Statutes, the district has the authority to establish conditions for entering or remaining in a District building, prohibit the entry of any person to a school of this District, or to require a visitor to leave when there is reason to believe the presence of such person would be or is detrimental to the good order of the school. If such an individual refuses to leave the school grounds or creates a disturbance, the Superintendent or their designee is authorized to request from the local law enforcement agency whatever assistance is required to remove the individual.

#### LEGAL REF.: Wisconsin Statutes

Sections 120.13	[Board power to do all things reasonable for the cause of education]
120.13(1)	[Board power to set conduct rules and to maintain good
	decorum and a favorable academic atmosphere]
120.13(35)	Board power; presence of persons in school buildings]
121.02(1)(i)	[Safe and healthful facilities standard]
301.475	[Sex offenders to notify schools]
947.01	[Disorderly conduct]
947.013	[Harassment] <sub>29</sub>

#### Kenosha Unified School District Kenosha, Wisconsin

School Board Policies Rules and Regulations

CROSS REF.: 1330 -, Facilities Use

3600 - School Safety

3622 - Access to School Buildings and Grounds

1500 - Solicitations/Fundraising 1610 - Registered Sex Offender

6100 -, Mission, Principles, Goals, Results

6530 - Community Resources

#### ADMINISTRATIVE REGULATIONS:

None AFFIRMED: December 28, 1990

POLICY 1600 VISITORS Page 2

REVISED: February 25, 2003

December 19, 2006 February 28, 2023 **August 22, 2023** 

Kenosha Unified School	School Board
District Kenosha, Wisconsin	Policies Rules and
	Regulations

RULE 1600 VISITORS

- 1. Visitors who wish to visit a school or classroom during the school day will be asked to first report to the school office. Upon approval by the building principal or designee, such visitors will be permitted to observe the operation of the school or classroom instruction.
- 2. Organizations approved for fundraising as outlined in Policy 1500 shall contact building administration to coordinate visits before or after school hours.
- 3. The Superintendent, or their designee, has the authority and discretion to deny entry to any visitor attempting to access a school or other District property.

#### POLICY 4332 CRIMINAL BACKGROUND CHECKS

To ensure the safety and well-being of students and staff, aA criminal background check shall be conducted for all persons recommended for employment with KUSD. as administrators, teachers, other certified employees, substitute teachers, and all other non-certified employees, including but not limited to substitutes, service employees, educational assistants, secretarial/clerical staff, educational interpreters, carpenters/painters, part time/temporary, advisors and coaching assignments.

Likewise, all visitors will either complete a criminal background check or comply with all visitor management processes and procedures. KUSD requires all individuals who will be unsupervised and/or have little to no staff oversight while having direct access to students to complete a criminal background check. Examples include tutors, mentors, volunteers, chaperones and other non-KUSD staff who will be responsible for the safety and well-being of students. If an individual serving in this capacity can establish that they are subject to a criminal background check at least as extensive as KUSD's, a waiver will be considered (e.g. police and fire personnel). The district requires all other visitors who will have staff-supervised access to students (e.g. guest speakers, parent helpers, etc.) during school hours to adhere to all current visitor management processes and procedures, including checking in at the front office. The principal, or the principal's designee, has the discretion to approve any visitors to the school and to determine what conditions, if any, will apply to the visit. Likewise, a criminal background check shall be conducted on any persons who have District approved access to children in supervised or unsupervised settings before they will be allowed to come in contact with students. This includes, but is not limited to, chaperones, volunteers, tutors, mentors and independent contractors. A background check may be conducted on board or administration appointed standing committee or ad hoc committee members who may come into contact with students in supervised or unsupervised settings.

Information from criminal background checks will not be used or considered in making employment or volunteerism decisions unless a past conviction or circumstance giving rise to a pending charge is substantially related to the circumstances of the particular job/position applied for.

Under the principle of federal supremacy and in accordance with the provisions of federal law requirements, all applicants recommended for employment with federally funded Head Start positions shall be required to disclose information regarding all prior arrests, in addition to convictions and pending charges.

LEGAL REF.: 42 U.S.C. 9843A

Wisconsin Statutes

Sections 111.335 (Arrest or conviction record discrimination; exceptions and

special cases)

118.19 (Teacher licenses; limits on DPI issuance of license based on

conviction record)

CROSS REF.: 2210 Recruiting and Hiring - Superintendent

2211 Recruiting and Hiring - Administrative, Supervisory, and Technical Staff

4110 Equal Employment Opportunity and Affirmative Action

4260 Personnel Records

4330 Staff Selection and Hiring Process

4333 Chaperone Requirements & Expectations

6530 Community Resources Employee Handbook

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: May 10, 1994

REVISED: June 27, 2000

May 14, 2002 July 23, 2002 February 23, 2010 March 22, 2016 March 28, 2017 **August 22, 2023** 

> RULE 4332 CRIMINAL BACKGROUND CHECKS

- 1. The background check form will request permission for obtaining criminal record information.
- 2. Applicants for federally funded Head Start positions shall complete a separate form detailing all arrests, in addition to convictions and pending charges. If an applicant for a Head Start position discloses that they have been arrested or convicted of a crime, the Office of Human Resources will determine whether the nature of the offense or alleged offense precludes the applicant from serving in the position applied for. The Office of Human Resources will keep all arrest and conviction record information confidential to the extent authorized by law, and will not disclose this information to interview teams.
- 3. If an individual refuses to cooperate in fully completing the background check form or is found to have provided false, inaccurate or incomplete information on the form, the person will be disqualified from consideration for employment, chaperoning, volunteering, tutoring, mentoring, and working as an independent contractor and serving on committees. Current employees found to have provided false, inaccurate or incomplete information on the form may be considered for dismissal.
- 4. Resources used for criminal background checks include but are not limited to the federal and tribal searches, state(s) of prior residence, multi-state searches, sex offender registries and other available sources as determined by the District. The District will pay for background checks as applicable.
- 5. Copies of results from background checks will be provided upon request. Persons requesting copies will reimburse the District for the cost of providing copies. Persons recommended for employment may attach a statement or explanation to the background check for inclusion in theirher/her personnel file.

POLICY 6530 COMMUNITY RESOURCES

The School Board encourages the use of community resources and citizens to assist in furthering the educational program.

Prior approval of the building principal shall be required before any person or group appears before students or at a school-sponsored activity for the purpose of furthering the educational program. School volunteers for specific purposes shall be approved and appointed by the administrator in charge.

To ensure the safety and well-being of students and staff, visitors will either complete a criminal background check or comply with all visitor management processes and procedures. KUSD requires all individuals who will be unsupervised and/or have little to no staff oversight while having direct access to students to complete a criminal background check. Examples include tutors, mentors, volunteers, chaperones and other non-KUSD staff who will be responsible for the safety and well-being of students. If an individual serving in this capacity can establish that they are subject to a criminal background check at least as extensive as KUSD's, a waiver will be considered (e.g. police and fire personnel). The district requires all other visitors who will have staff-supervised access to students (e.g. guest speakers, parent helpers, etc.) during school hours to adhere to all current visitor management processes and procedures, including checking in at the front office. The principal, or the principal's designee, has the discretion to approve any visitors to the school and to determine what conditions, if any, will apply to the visit.

The principal or other administrator may appoint a parent advisory committee to assist in furthering the educational program.

LEGAL REF.: Wisconsin Statutes

Section 120.13 [Board power to do all things reasonable for the cause of education]

CROSS REF.: 1600 - Visitors

2720 - Shared Decision Making

4332 - Criminal Background Checks

6100 - District Vision

6110 - ,-Instructional Program Mission and Beliefs

6810 - Teaching about Controversial Issues

ADMINISTRATIVE REGULATIONS: 6810, Hypnosis or Mind Control Activities

AFFIRMED: December 28, 1990

REVISED: January 29, 2002

August 22, 2023

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#### KENOSHA UNIFIED SCHOOL DISTRICT

August 22, 2023

#### **Update on Student & Staff Technology Acceptable Use Policies**

Kenosha Unified maintains an inventory of well over 25,000 technology devices for instructional use. The continued growth of the organizational infrastructure, networks, utilities and emerging cyber security protocols generated the proposed revisions to both the student and staff technology acceptable use policies. The COVID Pandemic of 2019 subsequently forced Kenosha to develop and support a full 1:1 student and staff mobile device program. As the costs of such a program have grown, the district has slightly scaled back that commitment. Students still have a wide variety of opportunities to interact with mobile and stationary devices, but moving forward the lower grade levels will operate in a shared setting for mobile devices. Students in grades 2 through 8 will have dedicated devices on location, and for now high school students will continue to operate with an assigned device that they take home each night. Hoping to continue to reduce the break and repair costs, as well as decrease the time and management of spares for buildings should only help support the frequency of access to these devices. The current technology refresh budget is managed centrally, thus producing a more efficient use, distribution, and support of these devices across the entire district. The continued struggle with a global threat for data breaches and quality control practices represent the remaining changes to these policies. A new section was also added to expand the privacy expectations regarding locker rooms and other private areas.

#### Administrative Recommendation:

Administration recommends that the Board of Education review and approve the listed revisions as a second reading at the August 22, 2022, regular School Board meeting:

- Policy and Rule 4226 Staff Technology Acceptable Use Policy
- Policy and Rule 6633 Student Technology Acceptable Use Policy

Dr. Jeffrey Weiss Mrs. Julie Housaman Superintendent of Schools Chief Academic Officer

Mr. Kris Keckler Ms. Christine O'Regan

Chief Information Officer Coordinator of Instructional Technology

Mr. Travis Ciesielski Mr. Keith Ebner Technology Support Program Manager Network Manager

#### POLICY 4226 STAFF TECHNOLOGY ACCEPTABLE USE POLICY

Technology may be used for instruction, research, communication and other educational or professional purposes. Employee use of technology shall be consistent with the educational goals and objectives of the District and shall comply with applicable Board policies and rules.

The District will maintain a District website and use social media for the purpose of collaborating, communicating and disseminating District information. Content posted on the District's website and social media pages is the property of the District.

The District's electronic communication system, which includes telephones, copy/scan/fax machines, desktop computers, laptop computers, mobile devices, email and the network, is the property of the District. All messages, information and data sent, received or stored on the District's electronic communication system is the property of the District. The District reserves the right to monitor employee and student use of technology and inspect any messages, information or data sent, received or stored on the District's electronic communication system.

Failure to comply with this policy and its implementing rule may result in discipline, up to and including termination.

LEGAL REF	Wis. S	Stat. 88	19.31	- 19.39	Declaration	of policy

Wis. Stat. §§ 19.62 - 19.80 Definitions

Wis. Stat. § 115.31 License or permit revocation; reports; investigation

Wis. Stat. § 118.001 Duties and powers of school boards

Wis. Stat. § 120.12 School board duties

Wis. Stat. § 120.13 School board powers

Wis. Stat. § 943.70 Computer crimes

Wis. Stat. § 947.0125 Unlawful use of computerized communication

systems

Children's Internet Protection Act

Children's Online Privacy Protection Act

Neighborhood Children's Internet Protection Act

#### CROSS REF 1210 Communicating with Parents/Guardians

1240 Access to Public Records

1510 Advertising/Promotions

3531.1 Copyrighted Materials

4111 Employee Harassment

4224 Employee Code of Ethics

4260 Personnel Records

4362 Employee Discipline

6100 Mission, Vision, Core Values and Strategic Goals

#### POLICY 4226 STAFF TECHNOLOGY ACCEPTABLE USE POLICY PAGE 2

6470 Student Records

6633 Student Technology Acceptable Use Policy

Employee Handbook

AFFIRMED July 20, 2010

REVISED March 22, 2016

September 24, 2019 October 27, 2020 **August 22, 2023** 

For the purposes of this document, an electronic communications system is defined as the District's technology offerings, including but not limited to telephones, mobile phones, fax/scan/copy machines, Internet, Wi-Fi, the network, computing devices and other technology tools available to staff.

- 1. Responsibility: Employees are responsible for the proper use of any District electronic communication accounts that are issued under their name or that the employee is charged with managing. Employees are responsible for ensuring proper use of technology by students under their supervision. Responsible use of the Internet includes such items as abiding by copyright laws and terms and condition policies. Understanding unethical and unlawful activities include unauthorized access to any data or communications equipment, "hacking", or unauthorized disclosure, use, or dissemination of anyone's personal information. The administration shall take steps to ensure that instruction or training activities and reasonable structural and systemic supports are in place to facilitate and enforce individual user's compliance with the District's policies, rules, and procedures that govern the acceptable, safe, and responsible use of the District's technology-related resources. All staff are to relinquish any and all KUSD owned devices upon separation from KUSD employment. Any shared media (i.e. Google files) that are the product of employment should have ownership and rights transferred to an assigned KUSD staff member prior to separation.
- 2. <u>Passwords and security</u>: All KUSD staff are expected required to protect and update their electronic access and credentials. All users that have access to District technology resources must comply with the following rules for maintaining and securing District property and resources.
  - KUSD utilizes an email security campaign for educating staff with periodic phishing simulations and training resources. Staff that demonstrate a repeated concern from these tests will receive additional support and education.
  - Employees are prohibited from sharing their password for any electronic communication accounts that are issued under their name. Employees may, however, share their password with a member of the IT-support staff if necessary. In that case, the employee shall change his or her password immediately after the IT-assigned staff member has completed all support.
  - Employees must maintain a password for accounts and change passwords periodically as directed by the District.
  - Any computer or similar device should be secured whenever it is not in use by invoking the password on the computer and/or logging off the device. Leaving a computer open or logged in while away enables others to potentially access e-mail and other sensitive files; and.
  - All District technology should be physically secured according to standards set by building administrators or their designees when not in use.

- Employees are prohibited from accessing another user's account without permission. If an employee identifies a security problem associated with the network or his or her user account, the employee shall notify <a href="#">IT-Technology</a> support staff.
- 3. Privacy: All KUSD user accounts are owned by KUSD and therefore are not private. Passwords are for the purpose of preventing unauthorized access to the District's electronic communication system only; employees have no expectation of privacy when using the District's electronic communication system, even for personal use. The electronic communication system is the property of the District, and the District reserves the right to monitor and inspect any messages, information and data sent, received or stored on the District's electronic communication system. Documents or messages created, sent, received or stored on the District's electronic information system may be considered a public record and subject to disclosure under the Public Records Law. The administration may access any message for reasons including, but not limited to:
  - finding lost messages/documents;
  - assisting employees in their performance of job duties;
  - studying the effectiveness of the communication system;
  - complying with investigations into suspected criminal acts or violation of Board policies or work rules;
  - recovering from systems failures and other emergencies;
  - complying with discovery proceedings or to be used as evidence in legal actions; and/or may otherwise be required or permitted by state or federal law
- 4. <u>Prohibited use of the District's electronic communication system</u>: Employees' use of the District's Electronic Communication System must reflect the District's standards for professionalism. The district's computer network and Internet system do not serve as a public access service or a public forum. Employees shall not use the District's electronic communication system for:
  - Accessing, sending, viewing or storing messages, images, websites or other materials which are sexually explicit, obscene, pornographic, or harmful to minors;
  - Soliciting for personal commercial activities or non-District related organizations or activities, unless approved by the District pursuant to the procedures in Board Policy 1500;
  - Accessing or disclosing confidential information without authorization. Any access to or disclosure of confidential student information must comply with the Family Educational Rights and Privacy Act, Section 118.125 of the Wisconsin statutes and the District's student records policy; or
  - Any other purpose which that would violate law or Board policy (including harassment policies).

5. <u>Use of District technology equipment off District premises</u>: Employees may use District owned technology equipment off District premises with appropriate administrator approval. Technology equipment may not be removed from a District building if its removal in any way causes disruption to the learning environment or decreases access to technology for District staff. Any technology assigned to staff for both on and off premises must be reflected in the KUSD Asset Manager system. A virtual private network (VPN) solution allows staff to work on their district assigned device outside of the KUSD network. This scenario ensures proper security and access to internal resources for job responsibilities. Staff that utilize a VPN will be filtered and protected as if they were physically operating behind the KUSD firewall.

Employees who use District equipment off District premises will accept full and unconditional responsibility for any equipment damage or loss and will reimburse the District within a reasonable time for the applicable repair/replacement cost. Further, the responsible party agrees to hold the District harmless for damages caused to any individual or others by the use of this equipment.

- 6. Personal use of the District's electronic communication system: Incidental and occasional personal use of the District's electronic communication system is permitted, but such use is subject to this policy. Personal use of technology must be limited to break time and time outside the work day. Personal use must not interfere with student instruction, the performance of an employee's job duties or District business. Employees shall not use their District email address for personal commercial purposes. The District is not responsible for the safety or security of personal technology devices or the software on them that employees choose to bring into the District. The District does not provide technology support for personal devices. Personal devices are prohibited from accessing KUSD internally supported networks.
- 7. Personal/off-duty use of social media and personal Web pages: Even if an employee is off-duty and not using the District's electronic communication system, an employee's personal use of technology or social media may be subject to this policy and regulated by the District if: the employee chooses to identify himself/herself as a District employee; the use affects the employee's job performance or the performance of other District employees or the use involves or relates to the District, District students/families or District employees. Unless authorized to do so by the superintendent or his/her designee, employees shall not: represent themselves as a spokesperson for the District or create or post content to a personal/non-authorized website that purports to be an official/authorized website of the District. Employees shall not use their District email address to register for a personal social media account and shall not post photos of students or other personally identifiable confidential student information on personal pages and/or sites without the written consent of the adult student or the minor student's parent/guardian.

- 8. Electronic communication with students: Employees shall use their District email address(es) when communicating with students. Unless authorized to do so by the superintendent or his/her designee, employees shall not communicate with students via their personal email addresses, social media accounts, home phones, cellphones or other application not authorized by the District for communication with students. Employees also should use discretion when communicating with parents on social media (e.g., accepting "friend" or "follower" requests). Staff have KUSD approved communication options for authorized use. Staff provided email addresses and resources should be used as the communication portal for interacting virtually with students. Guidance, training and support for currently available technologies and future utilities will be shared and integrated when possible.
- 9. Personally identifiable information relating to individual students or their families, except as permitted by the Family Educational Rights and Privacy Act, Section 118.125 of the Wisconsin statutes, and the District's student records Ppolicy 6470. Elementary (4K-5) students only may be identified by their first name and last initial. Note: Regardless of age, photos, videos, names, artwork or other likenesses cannot be used if a student has a media restriction on file. Home telephone numbers, home addresses and eEmail addresses of students and their family members shall not be posted or shared.
- 10. The District's website/social media pages: The superintendent or his/her designee reserve the right to approve content posted on the District's website and social media pages. All school-level Web editors must communicate with the District Web Specialist for information and assistance. The editors are responsible for ensuring accurate information is shared by maintaining the website and requesting updates be made by the Web Specialist. The social media administrators are responsible for ensuring accurate and timely information is shared/posted. The Web editors and social media administrators are expected to ensure accurate spelling and grammar.

The following content shall not be posted or shared on the District's website or social media pages:

- Content that is sexually explicit, obscene, pornographic or depicts alcohol, drug or tobacco use.
- Copyrighted material without the written consent from the owner and proper attribution.
- Any photos, videos, names, artwork or other likenesses of students with a media restriction on file.
- Links to personal or commercial websites.
- Content that violates Board policy or rules.

11. The staff directed use of digital applications: Educators need to be aware of how data privacy, confidentiality and security practices affect students. When engaging with online educational service providers, educators must review the privacy policies prior to having students create accounts in selected applications. The Children's Online Privacy Protection Act (COPPA) governs online collection of personal information from children under age 13. Educators can act in the capacity of a parent to provide consent to sign students up for online education programs that are COPPA compliant at the school for the use and benefit of the school, and for no other commercial purpose.

#### 12. Areas of Expected Privacy

- Students, school employees and other persons present on school property shall respect and protect the privacy interests of individuals who are using a locker room, restroom or other designated changing area. Students or employees, who violate this policy, or any related rules or directives, shall be subject to school disciplinary action and possible legal referral. Other persons violating this policy may lose the privilege of using District facilities, may be referred to law enforcement and/or may be subject to penalties provided under applicable law.
- In keeping with the District's objective of taking reasonable measures to protect the privacy interests of persons who are using a locker room, restroom or other changing area for an authorized purpose, all persons present on school property shall, at a minimum, observe the following measures:
  - The use of recording and other electronic devices is substantially restricted in locker rooms, restrooms and other designated changing areas.
  - No person may use a camera, video recorder, cell phone or any other device with recording capabilities at any time to capture, record, transmit or transfer an image or representation of an undressed or partially undressed person who is in any locker room, restroom or other designated changing area.
  - o No recording function (photographic, video, audio) of any type of device may be used in any non-emergency situation in such facilities at any time unless (1) the individual has received the prior permission of the District Administrator, building principal, or other District-designated facility supervisor; and (2) any person being recorded has consented to the recording. Such permission shall not be exercised when persons who are present in the facilities are actively using the area as a changing area, shower facility and/or restroom.
- In order to avoid any appearance of a violation of privacy or other impropriety, individuals present in such facilities are expected to restrict their use of the non-recording functions of any communications device or other multi-function device to (1) emergencies; or (2) situations where they have

- received the prior permission of the District Administrator, building principal, or other District-designated facility supervisor. That is, with these limited exceptions, voice calls, texting, etc. should not be occurring in such facilities.
- No person shall view or attempt to view from any concealed location, or in an otherwise secret or hidden manner, an undressed or partially undressed person who is using a locker room, restroom or other changing area.
- Loitering in a locker room, restroom or other designated changing area is prohibited.
- No media is allowed access to locker rooms before, during or after any school athletic event or practice. Coaches and student athletes may be available for interviews outside the locker rooms, consistent with District policy and school rules.
- When District employees or other District-designated individuals enter a locker room, restroom or other designated changing area in order to exercise their supervisory responsibilities (including any exchange of information with persons using the locker room), they shall exhibit due regard for the privacy of the individuals who may be using such facilities, including recognizing that the relevant privacy interests are heightened when an individual has a supervisory need to enter a facility designated for use by persons of the opposite sex.
- 11.• Nothing in this policy shall be interpreted to prohibit coaches and other athletic-team personnel from being present in a locker room, whether of same sex or of the opposite sex, in circumstances where the presence of such individuals would not compromise the privacy interests of student athletes or other persons who may be using the facility, such as during pre/post-game team meetings, halftime meetings, or other similar circumstances.

#### POLICY 6633 STUDENT TECHNOLOGY ACCEPTABLE USE POLICY

The Kenosha Unified School District expects students to use technology in ways that promote a productive educational environment. For the purpose of this policy, technology shall be defined as district electronic devices, digital resources, private and public networks and electronic communication systems managed within Kenosha Unified School District. Primary responsibility for appropriate use of technology resides with students. KUSD manages a 1:1 device for each student enrolled. Based on curriculum needs and available resources, each students willmay be issued a mobile device (laptop) and charger for use while enrolled in KUSD. The assigned device is to be used solely for educational benefit and will be properly filtered and monitored to ensure compliance with federal guidelines on and off the KUSD network. Students may also receive a dedicated Hotspot for Internet access. The Hotspot provides a "best effort" cellular data signal based on the coverage from the carrier.

It is the duty of the district to maintain system integrity and ensure that the network is used in a responsible manner. While the district respects the privacy and security needs of all individuals, authorized district representatives may review, audit, intercept, access and/or disclose all communications created, received or sent using district technology. All communication, including text and media files, may be disclosed to authorized third parties (e.g. law enforcement, legal counsel, etc.) without prior consent of the sender or receiver.

In accordance with requirements of the Children's Internet Protection Act (CIPA), technology protection measures shall be used, to the extent practical, to promote the safety and security of users. The district makes every reasonable effort to filter inappropriate content with the understanding that digital information is dynamic, which makes it challenging to predict or reliably control what information students may encounter. Notwithstanding reasonable efforts at prevention, there is still a risk that a student may, at some time, be exposed to particular content or participate in particular activities or communications that the District would consider harmful, deceptive, or otherwise inappropriate, or that a parent or guardian may find objectionable. Parents/Guardians of minors are responsible for setting and conveying the standards that their children should follow when using the Internet.

Filtering, blocking or other protective technologies will also be used to decrease the likelihood that student users of the district systems and equipment might access materials or communications, other than visual depictions, that are inappropriate for students. KUSD invests multiple resources with regards to current internet and network filtering technologies, adjusting filter rules to best serve the users in a safe and appropriate manner.

For technology tools, including online interaction, KUSD may act as the authorizer for educationally valid and appropriate digital tools and resources. Applications and extensions are vetted for compliance with state and federal student privacy laws. District staff will work to review appropriateness and information sharing expectations for each site and tool prior to integration. Students may be asked to create user accounts on digital applications for educational purposes as they relate to classroom instruction. Safe and secure practices limit what student information can be shared in account creation and will be facilitated under the direct supervision of the classroom teacher or district personnel. Student information required to create such an account is typically limited to school email address, user name, or birthdate for age verification. No other personal information will be shared with these digital applications.

#### POLICY 6633 STUDENT TECHNOLOGY ACCEPTABLE USE POLICY PAGE 2

The district values digital citizens who safely and responsibly use digital tools while recognizing the rights, responsibilities and opportunities of living in an interconnected digital world. Aligned with the Protecting Children in the 21st Century Act, Kenosha Unified School District will reinforce the instructional practices, such as:

- Safety and security while using email, virtual learning rooms, social media, and other forms of direct electronic communications.
- Dangers inherent with the online disclosure of personally identifiable information.
- Consequences of unauthorized access (e.g., "hacking", "harvesting", digital piracy", "data mining", cyberbullying, etc.) and other unlawful or inappropriate activities by students online.
- Unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors.
- Approved educational integration of assistive or artificial intelligence utilities

Review and agreement of this Student Acceptable Use policy is an annual expectation for students and parents/guardians.

#### LEGAL REF.: Wisconsin Statutes

Sections 118.258 [Electronic communication devices prohibited]

120.12(1) [School board duties]

120.13 [School board powers]

943.70 [Computer crimes]

947.0125 [Unlawful use of computerized communication

systems]

U.S.C. 17, Federal Copyright Law [Use of copyrighted materials]

Children's Internet Protection Act [Online safety]

Neighborhood Children's Internet Protection Act [Online safety]

Children's Online Privacy Protection Act [Online privacy protection]

Family Educational Rights and Privacy Act [FERPA]

Broadband Data Improvement Act Title II, Section 215 [Internet

safe usel

Protecting Children in the 21st Century Act

#### POLICY 6633 STUDENT TECHNOLOGY ACCEPTABLE USE POLICY PAGE 3

CROSS REF.: 3531.1, Copyrighted Materials

4226, Staff Technology Acceptable Use 5111, Anti-Bullying/Harassment/Hate 5430, Student Conduct and Discipline

5437, Threats/Assaults 5473, Suspensions

5474, Student Expulsion

5475, Discipline of Students with Exceptional Educational Needs

6100, Mission, Vision, Core Values and Strategic Goals

6470, Student Records

6600, Instructional Resources

6610, Selection of Instructional Materials

6620, Library Resources 6634, Assistive Technology

AFFIRMED: November 28, 1995

REVISED: January 29, 2002

May 22, 2007 July 28, 2009 June 28, 2011 June 25, 2013 March 22, 2016 February 27, 2018 September 24, 2019 October 27, 2020 August 22, 2023

#### RULE 6633 STUDENT ACCEPTABLE USE POLICY

General school rules for behavior and communications apply, including the district's harassment policies. Students shall abide by district guidelines governing acceptable use of technology. Misuse of technology may result in loss of access privileges and disciplinary action may be taken. Appropriate legal action may also be taken against students performing illegal activities using technology.

#### Guidelines for acceptable technology use:

- All-KUSD students will-may be issued a KUSD district device to be used in both
  in person and remote/virtual learning environments. It is the expectation that the
  student has a fully charged device for each day they attend school. Even though
  this device is assigned to the student, it is considered property of the Kenosha
  Unified School District and should remain free of any personal markings or
  graffiti (including stickers, markers, glitter).
- Students shall not use any technology in a manner that poses a threat to academic integrity, disrupts the learning environment or violates the privacy right of others. Students shall not send, share, view or possess pictures, text messages, emails or other material depicting sexually explicit or offensive content in electronic communications of any other form using technology while on school grounds, at school sponsored events, or on school buses or vehicles provided by the district. Technology used to "bully" or post derogatory statements about district students or staff via text message, social media or other electronic platforms will result in disciplinary action.
- Students must abide by all applicable copyright and licensing laws when using technology within the district.
- Students shall maintain confidentiality of their usernames and passwords and shall not utilize usernames and passwords of others.
- All school related electronic publications are subject to approval and ongoing review by staff. All publications should reflect the mission and cores values of the school and district.
- Students shall not breach or disable network security mechanisms or compromise
  network stability or security in any way. This includes access to KUSD district
  issued Hotspots and mobile devices. District issued Hotspots may only be
  used to provide wireless Internet access to the assigned KUSD mobile
  device. Connecting a Hotspot to a non-KUSD device is a violation of
  KUSD Policy. Students shall refrain from utilizing proxy gateways to bypass
  monitoring or filtering.
- Students are responsible for reporting any inappropriate media or resources they encounter, regardless of who owns the technology involved.
- Students shall not use any technology for any purpose that would violate law or Board polices.
- Students shall not use district technology resources for personal commercial activities not related to instruction. Personal purchase or sale of products or services is prohibited.

#### RULE 6633 STUDENT ACCEPTABLE USE POLICY PAGE 2

- Unless otherwise noted, all KUSD owned devices **assigned to students** are to be returned in working order once the student is no longer enrolled or upon the request of the district.
- Students shall not use district issued email address for account creation and login methods such as "Sign in with Google" for non-district approved applications and websites.

Additional guidelines specific to the use of student technology (i.e. Cell Phones):

- Each user-student is responsible for his/her personal technology and should use it responsibly and appropriately.
- The district is not responsible for damaged, lost or stolen student-owned technology.
- The district is not responsible for the support or security of student-owned technology.
- Staff may grant permission to use student-owned technology in the classroom in accordance with communicated instructional guidelines and must adhere to the guidelines set forth in this policy/rule.
- Students that are granted permission to use their own device will not be able to connect to the KUSD wireless network, and would have to rely on their own cellular/wireless data plans.
- Student-owned technology must not interfere with the operation and integrity of the district's internal wired and wireless network.
- Student-owned technology may be used before and after school, including while
  utilizing district transportation. High School students may use student owned
  technology during their designated lunch period.
- In emergency situations where the safety of students, staff, chaperones or bus drivers are in jeopardy, use of student-owned technology is permitted.
- Student-owned technology should be charged prior to school and run on battery power while at school.
- Students will refrain from are not allowed to use of-peer-to-peer sharing for non-educational purposes.

#### 12. Areas of Expected Privacy

- Students, school employees and other persons present on school property shall respect and protect the privacy interests of individuals who are using a locker room, restroom or other designated changing area. Students or employees, who violate this policy, or any related rules or directives, shall be subject to school disciplinary action and possible legal referral. Other persons violating this policy may lose the privilege of using District facilities, may be referred to law enforcement and/or may be subject to penalties provided under applicable law.
- In keeping with the District's objective of taking reasonable measures to protect the privacy interests of persons who are using a locker room,

restroom or other changing area for an authorized purpose, all persons present on school property shall, at a minimum, observe the following measures:

- The use of recording and other electronic devices is substantially restricted in locker rooms, restrooms and other designated changing areas.
- No person may use a camera, video recorder, cell phone or any other device with recording capabilities at any time to capture, record, transmit or transfer an image or representation of an undressed or partially undressed person who is in any locker room, restroom or other designated changing area.
- o No recording function (photographic, video, audio) of any type of device may be used in any non-emergency situation in such facilities at any time unless (1) the individual has received the prior permission of the District Administrator, building principal, or other District-designated facility supervisor; and (2) any person being recorded has consented to the recording. Such permission shall not be exercised when persons who are present in the facilities are actively using the area as a changing area, shower facility and/or restroom.
- In order to avoid any appearance of a violation of privacy or other impropriety, individuals present in such facilities are expected to restrict their use of the non-recording functions of any communications device or other multi-function device to (1) emergencies; or (2) situations where they have received the prior permission of the District Administrator, building principal, or other District-designated facility supervisor. That is, with these limited exceptions, voice calls, texting, etc. should not be occurring in such facilities.
- No person shall view or attempt to view from any concealed location, or in an otherwise secret or hidden manner, an undressed or partially undressed person who is using a locker room, restroom or other changing area.
- Loitering in a locker room, restroom or other designated changing area is prohibited.
- No media is allowed access to locker rooms before, during or after any school athletic event or practice. Coaches and student athletes may be available for interviews outside the locker rooms, consistent with District policy and school rules.
- When District employees or other District-designated individuals enter a locker room, restroom or other designated changing area in order to exercise their supervisory responsibilities (including any exchange of information with persons using the locker room), they shall exhibit due regard for the privacy of the individuals who may be using such

- facilities, including recognizing that the relevant privacy interests are heightened when an individual has a supervisory need to enter a facility designated for use by persons of the opposite sex.
- Nothing in this policy shall be interpreted to prohibit coaches and other athletic-team personnel from being present in a locker room, whether of same sex or of the opposite sex, in circumstances where the presence of such individuals would not compromise the privacy interests of student athletes or other persons who may be using the facility, such as during pre/post-game team meetings, halftime meetings, or other similar circumstances.

#### KENOSHA UNIFIED SCHOOL DISTRICT

August 22, 2023

#### **KUSD Rightsizing Committee & Project Update**

Kenosha Unified administration and the Rightsizing Committee held a recent meeting on August 7, 2023. At this meeting, School Leadership provided overview structures for elementary, middle, and high school scheduling and instructional staffing components. The KRC plans to have a revised set of planning recommendations completed at its August 29, 2023, meeting in preparation for the special School Board meeting on August 31, 2023.

Davis Demographics, the external vendor, has received the previous four years' worth of enrollment and demographic data, along with other district relevant material. Both the City of Kenosha and the Village of Pleasant Prairie submitted planned developments, which Davis added to an interactive dashboard for school district growth analysis.

The overall project is moving along the planned timeline, and will shortly move into a review of the study areas and scenario developments based on board parameters and any other conditional considerations.

The KUSD link for the Rightsizing work: <a href="https://www.kusd.edu/district/rightsizing/">https://www.kusd.edu/district/rightsizing/</a>

#### Administrative Recommendation:

This item is primarily informational, but the Board may take action as noticed in the full agenda.

Dr. Jeffrey Weiss Superintendent of Schools Mr. Kris Keckler Chief Information Officer

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#### Kenosha Unified School District Kenosha, Wisconsin

#### August 22, 2023

#### **KUSD Employee Handbook Amendment - Personal Days**

#### **Background:**

On 7/27/2023, the Board approved the 2023-2024 KUSD Employee Handbook which included reference to the use of employee personal days (Section 4: Employee Benefits and General Leaves).

Currently, all FTE employees have the ability to request two (2) of their sick bank days be used as personal days. The proposed amendment will allow all 10-month FTE employees to request up to four (4) sick bank days be used as personal days (**Appendix A**).

By updating this language, we will be providing the opportunity for all 10-month FTE employees to utilize their sick bank for absences other than sick time which will allow those employees who do not have vacation available to them a more effective work-life balance.

#### Recommendation

It is Administration's recommendation that the school board approve the 2023-2024 KUSD Employee Handbook Amendment to Section 4: Employee Benefits and General Leaves pertaining to the use of personal days.

Dr. Jeffrey Weiss Superintendent of Schools

Kevin Neir Chief Human Resources Officer

### **Appendix A**

#### **Personal Days**

All employees who earn sick days may request to use up to two (2) of them as paid personal days. 10-month FTE employees may request to use up to four (4) sick days as personal days. Personal days may be taken January July through December June. The Personal Request Leave form can be found on the District website and must be submitted in writing to the employee's supervisor for approval. Personal days may not be taken in greater than two-day increments and may not be combined with vacation to extend an employee's absence. Personal days may not be used to extend a holiday. There must be available sick days in your sick bank equal to the number of personal days requested before they can be taken. Unrequested personal days do not carry-over from year to year. These paid personal days will be deducted from the employee's accrued sick days. Personal days are not guaranteed, and are granted on a case-by-case basis based on the needs of the department.

#### KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

August 22, 2023

#### Level/tier advancement for all employee groups

#### **Background**

In 2016, the Board approved a new teacher salary structure that has levels and tiers built in with the understanding that movement on the structure occurs upon Board approval. In 2018, the Board approved structures for regular full-time equivalent hourly employees that mimic the teacher salary structure and contain levels that also must be approved annually. The administrative, supervisory and technical salary structure remained unchanged, but also contains steps that require Board approval for implementation.

#### **Recommendation**

Administration recommends that the Board implement the following for the 2023-24 year:

- Level advancements for all regular full-time equivalent employees (i.e. administrative support professionals; administrative, supervisory and technical; community and student support; educational support professionals; facilities; food services; interpreters; and teachers).
- Tier movements for teachers who turn in the required documentation to the Office of Human Resources on or before August 31, 2023.

Dr. Jeffrey Weiss Superintendent of Schools

Tarik Hamdan Chief Financial Officer

Kevin Neir Chief Human Resources Officer

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#### Kenosha Unified School District Kenosha, Wisconsin

August 22, 2023

#### NEA Local President Release Grant - Addendum to Teacher Contract

#### **Background**

December 2019 – 2020: Tanya Kitts-Lewinsky, then President of the Kenosha Education Association (KEA), informed the District that the KEA had been invited to apply for a three-year part-time release grant for the union president through the National Education Association (NEA). This grant allowed the President to reduce their teaching contract and allowed them to engage in KEA activities during the release time. The intended benefits of those activities include improved communication, educator morale, collaboration and problem-solving, teacher retention and public relations.

#### Present

Ms. Katherine Andrysiak-Montemurro continues in the role as President of the KEA. The NEA grant allows the President to reduce their teaching contract to 0.8 FTE for the 2023-2024 school year and allows Ms. Andrysiak-Montemurro to engage in KEA activity during the 0.2 release time.

The attached **Appendix A** is the proposed Addendum to Teacher Contract.

#### **Recommendation**

It is recommended that the Board of Education approve the proposed Addendum to the Teacher Contract between the Kenosha Unified School District and Katherine Andrysiak-Montemurro for the 2023-2024 school year.

Dr. Jeffrey Weiss Superintendent of Schools

Kevin Neir Chief Human Resources Officer

#### ADDENDUM TO TEACHER CONTRACT

This Addendum is made by and between the Kenosha Unified District ("District") and Katherine Andrysiak-Montemurro ("Ms. Andrysiak-Montemurro").

WHEREAS, Ms. Andrysiak-Montemurro and the District are parties to a full-time (1.0 FTE) Teacher Contract ("Contract") for the 2023-2024 school year, which is governed by Wis. Stat. § 118.22, and subject to the Employee Handbook and applicable Board Policies;

WHEREAS, Ms. Andrysiak-Montemurro and the District believe that the interests of Ms. Andrysiak-Montemurro and the Board are served by reducing Ms. Andrysiak-Montemurro's position to part-time (0.8 FTE) for the 2023-2024 school year, so Ms. Andrysiak-Montemurro may perform responsibilities related to her role as the President for the Kenosha Education Association (KEA);

#### NOW, THEREFORE, the parties agree as follows:

- 1. <u>Part-Time Status</u>: Effective July 1, 2023, and continuing through June 30, 2024, Ms. Andrysiak-Montemurro shall be classified as a part-time (0.8 FTE) teacher assigned to Kenosha School of Technology Enhanced Curriculum (KTEC) East. Teacher's daily/weekly schedule shall be determined by the Building Principal and communicated to Ms. Andrysiak-Montemurro in writing. In this capacity, Ms. Andrysiak-Montemurro shall be a municipal employee subject to the provisions of the Municipal Employment Relations Act during the 2023-2024 school year.
- 2. <u>Compensation:</u> For the 2023-2024 school year, Ms. Andrysiak-Montemurro's part-time annual salary shall be \$64,715.20.
- 3. Renewal/Non-Renewal: Even though a part-time Teacher Contract is not required to be governed by the renewal and non-renewal provisions of Wis. Stat. § 118.22, this Addendum shall not impact or modify the provision in the attached Contract, which provides that the renewal and non-renewal of the Contract are governed by Wis. Stat. § 118.22. Thus, the Board must comply with the renewal and non-renewal provisions in Wis. Stat. § 118.22 in order to renew or non-renew Teacher's Contract for the 2024-2025 school year.
- 4. Return to Full Time Position: Ms. Andrysiak-Montemurro shall not have the opportunity to return to a full-time position in the District until the 2024-2025 school year. Unless the District terminates or non-renews Ms. Andrysiak-Montemurro's 2023-2024 contract for just cause and in accordance with the Employee Handbook, Board Policy and Paragraph No. 4, herein, the District shall offer Ms. Andrysiak-Montemurro a full-time teacher contract for the 2024-2025 school year and shall assign Ms. Andrysiak-Montemurro to a full-time teaching position at Somers Elementary School for the 2024-2025 school year.

#### **Appendix A**

	5.	KEA Presi	dent Respons	<u>ibilities</u> :	Exhibit A,	which i	s attached h	ereto, o	describ	es
the	rules that	govern Ms.	Andrysiak-Mo	ontemurro	's access to	the Dist	rict's facilit	ties, red	cords, a	and
info	rmation.									

#### 6. Other Provisions.

- A. The Board and Ms. Andrysiak-Montemurro agree that the rights and obligations set forth in this Addendum shall both stand alone as a binding contract unto itself and shall be made a part of and incorporated into the Contract between the District and Ms. Andrysiak-Montemurro. This Addendum is not a guarantee of continued or future employment.
- B. A copy of this Addendum shall be attached to the Contract placed in the District's personnel file maintained on behalf of Ms. Andrysiak-Montemurro.
- C. This Addendum is entered into in the State of Wisconsin and the laws of the State of Wisconsin will apply to any dispute regarding this Addendum or its interpretation.
- D. This Addendum is non-precedential, and does not create any practice by the Board or obligation to offer another employee(s) the same or similar agreement. This Addendum represents the full and complete agreement between the parties regarding this matter.
- E. The provisions of this Addendum are severable. Thus, if any clause of this Addendum should ever be determined to be unenforceable, the parties understand and agree that this will not affect the enforceability of any other clause or the remainder of this Addendum.
- F. This Addendum shall expire by its terms on June 30, 2024, and shall not be incorporated into any future Contract between Ms. Andrysiak-Montemurro and the District unless the parties explicitly, mutually agree to renew this Addendum, in writing, for the 2024-2025 school year.

On behalf of the Kenosha Unified School District / Board President	Date	
Katherine Andrysiak-Montemurro	Date	

#### **Exhibit A**

When acting in her capacity as the KEA President, Ms. Andrysiak-Montemurro:

- Must make every reasonable effort to meet with District employees after school hours and/or when the employee is on an approved, scheduled, personal break, not including instructional preparation and collaboration time.
- Must not interfere with the operations of the District, including, but not limited to, classroom instruction, meetings with students and/or parents/guardians, and instructional preparation and collaboration time.
- Must sign in as a visitor to visit all school buildings and respect all rules imposed by the District and the particular school building governing visitors. See Board Policy 1600.
- Must use Facility Manager Pro and other procedures in accordance with Board Policy 1330, when seeking to use District facilities for KEA meetings, activities, or events.
- Must make an appointment in advance to meet with administrators; must not show up or drop in on administrators unexpectedly.
- Must request records in accordance with the Municipal Employment Relations Act (MERA) and/or the Public Records Law. See Board Policy 1240.
- Must remember that information regarding District personnel is maintained by the District on a confidential basis, unless the employee explicitly authorizes the disclosure of such information, in writing, and/or the information is disclosed in response to a formal request and permitted by law.

#### KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

August 22, 2023

# PROVISIONS GOVERNING THE TRANSPORTATION OF STUDENTS ATTENDING PUBLIC AND PRIVATE SCHOOLS FOR THE 2023-2024 YEAR

The following provisions for the transporting of students attending public and private schools will become effective from and after the fifteenth day of August 2023. (These provisions relate to Board Policies 3511 and 3514)

#### **Students Attending Public Schools**

- Pursuant to Wisconsin Statutes, transportation shall be provided to all students residing in the City of Kenosha, Village of Pleasant Prairie, and Town of Somers who live two or more miles from the public school to which they are assigned.
- 2. Pursuant to Wisconsin Statutes relating to transportation in areas of unusual hazards, transportation shall be provided to students of all elementary schools, 4k kindergarten through grade 5, who reside in the Village of Pleasant Prairie, Town of Somers (except elementary school students residing within the attendance areas of Forest Park, Grant, Strange, and Harvey Elementary Schools), and certain designated areas in the district as described below.
- 3. Transportation will be provided for all students residing in the corporate limits of the City of Kenosha and living west of Highway 31, with the exception of Nash Elementary students where safe walking conditions are available and for Bradford High School students where the only access road is Highway 31.
- 4. Transportation will be provided to students residing within the corporate limits of the City of Kenosha who attend 4k kindergarten through grade 5 of the elementary school located outside the corporate limits of the City of Kenosha.
- 5. Transportation will be provided for students who reside within the Bose Elementary School attendance area east of the Chicago and Northwestern Railroad tracks and for students who reside west of 22<sup>nd</sup> Avenue.

- 6. Transportation will be provided for students who reside within the Jeffery Elementary School attendance area on the south side of 89<sup>th</sup> Street, west of 22<sup>nd</sup> Avenue, and east of 39<sup>th</sup> Avenue and for students residing within the corporate limits of the City of Kenosha north of 85<sup>th</sup> Street and west of 39<sup>th</sup> Avenue.
- 7. Transportation will be provided to students residing within the Curtis Strange Elementary School attendance area north of 52<sup>nd</sup> Street until such time that the City of Kenosha will provide improved walking areas.
- 8. On a temporary basis, subject to annual review, transportation will be provided for students attending and residing within the Grant Elementary School attendance area south of Highway 142 and west of the old Chicago-Milwaukee North Shore Railroad right-of-way.
- No transportation will be provided for students who are voluntarily enrolled in alternative programs, participating in part-time and full-time open enrollment programs, or participating in Recreation Department programs
- 10. Elementary students (grades 4k through 5) may be required to walk up to 1 mile to an authorized school bus pick-up point. Students in grades 6 through 12 may be required to walk up to 1 mile to a school bus pick-up point. Exceptions to these distances may occur in areas considered "unusually hazardous" and will be subject to approval by the Supervisor of Transportation.
- 11. Students supervised before and after school by a day care center located within the attendance area of the school may be bused to the school. The Superintendent will make recommendations to the Board relative to any exceptions to this policy.
- 12. Transportation will be provided to students attending the academy portion of Indian Trail High School, residing less than two miles from school, until such time that the City of Kenosha will provide improved walking areas and are in the attendance boundary of ITHS.
- 13. Students attending schools of choice are not provided transportation. Lakeview Technology Academy (LTA) students may request bus service to their boundary high school and ride a District provided shuttle bus from their boundary high school to LTA. Students are then shuttled back to their boundary high school for transportation rides home. (Note: Harborside will be allowed to use the boundary high school routes and take a shuttle to and from Harborside so long as Harborside continues to pay for their transportation.)
- 14. Transportation will be provided to students who reside in Lance Middle School attendance area who live on Cooper Road, or west of Cooper Road

- until such time that the Village of Pleasant Prairie provides improved walking areas. Students may be required to walk no more than 200 ft. on Cooper Road.
- 15. Students who reside on Highway "H", 39<sup>th</sup> Avenue, and Springbrook Road may be required to walk no more than 200 ft. on these roads.
- 16. Transportation will be provided to students who reside in the Bradford High School attendance area who are less than 2 miles but become more than 2 miles due to the hazardous walk zone along Washington Road from east of Highway 31 to 39<sup>th</sup> Avenue.

#### **Students Attending Private Schools**

- 1. Pursuant to Wisconsin Statutes, transportation shall be provided to students attending private schools on the same basis as set forth above for students attending public schools with the additional provisions listed below.
- 2. Pursuant to Wisconsin Statutes, students residing in the school district who attend private schools located not more than five miles beyond the boundaries of the school district but within the state are eligible for transportation. In lieu of district bus transportation, parent contracts will be offered to the parent or guardian of each eligible pupil in accord with Wisconsin Statutes.
- Pursuant to Wisconsin Statutes, transportation will be provided as set forth above to the private school located in the attendance area in which the pupil resides.

#### <u>Transportation for Students with Exceptional Needs</u>

 Pursuant to Wisconsin Statutes, transportation shall be provided for students with exceptional education needs, regardless of distance, if such request (or such transportation) is approved by local and state authorities. Approval shall be based on whether or not the child can walk to school with safety and comfort.

#### Other Provisions Concerning the Transportation of Students

- 1. Pursuant to Wisconsin Statutes, the Board is empowered to administer, set transportation routes and schedules, secure necessary information, make reports, and apply for and receive aids for the transportation of both public and private school students actually transported.
- 2. Insofar as possible, administrators of private schools shall be requested to coordinate their school calendars with the public school calendar.
- Transportation will be provided for public and private school students as approved by the Board to implement state-mandated programs and federal programs.
- 4. Insofar as possible, bus stops for students with exceptional needs and Head Start students are to be designated near to and on the same side of the street as the residence unless bus aids are provided or other arrangements are made with the parent through the district Transportation Office.
- 5. The provisions of this policy statement as set forth above shall apply in all instances except those in which extraordinary conditions are held to prevail and shall be subject to further review pending any required adjustments due to unforeseen circumstances.
- 6. Administration will be responsible for establishing and maintaining bus routes in accordance with this policy and changes in student population.

#### **Administration Recommendation**

Administration recommends school board approval of the Provisions Governing the Transportation of Students Attending Public and Private Schools for the 2023-2024 year.

Dr. Jeffrey Weiss Superintendent of Schools Jeff Marx Transportation Supervisor

Patrick Finnemore, PE Director of Facilities

#### KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

August 22, 2023

#### KTEC EAST LEASE EXTENSION

#### **Background:**

The existing lease (Attachment A) for the building (formerly known as Lincoln Elementary School) housing KTEC East between the City of Kenosha (City) and the Kenosha Unified School District (KUSD) commenced on April 11, 2008. The original lease has been extended two (2) separate times for periods of five (5) years with the second extension expiring in 2023.

While the original lease did allow for two (2) more five (5) year extensions, both parties have agreed to amend the terms moving forward so that the new term of the agreement shall be a one (1) year term from November 1, 2023, to October 31, 2024, and automatically renew unless otherwise terminated by either party.

The annual lease payment shall increase from \$50,000 to \$70,000 for the first year and increase by five (5%) percent over the rent paid during the previous year for any additional extensions thereafter.

#### **Administration Recommendation:**

Administration recommends Board approval of the lease extension for KTEC East as described in this report and Attachment B with the new annual lease payment of \$70,000 to be paid by the KTEC operating budget.

Dr. Jeffrey Weiss Superintendent of Schools Tarik Hamdan Chief Financial Officer

Patrick Finnemore Director of Facilities

## NOTICE BY KENOSHA UNIFIED SCHOOL DISTRICT OF ITS ELECTION TO RENEW THE LEASE FOR PROPERTY AT 6811-18<sup>TH</sup> AVENUE

To: Debra Salas City Clerk/Treasurer Room 105 625 52<sup>nd</sup> Street Kenosha, WI 53140

> Frank J. Pacetti City Administrator Room 300 625 52<sup>nd</sup> Street Kenosha, WI 53140

Edward R. Antaramian City Attorney Room 201 625 52<sup>nd</sup> Street Kenosha, WI 53140

The lease of the former Lincoln Elementary School located at 6811-18<sup>th</sup> Avenue in the City of Kenosha for a charter school, by the City of Kenosha as lessor and the Kenosha Unified School District as lessee, expires on or about December 22, 2018. Under provisions of the lease, Kenosha Unified School District has the privilege of renewing the lease for five-year periods at its option. Pursuant to Section 2.2 of the lease, Kenosha Unified School District hereby gives you notice that Kenosha Unified School District is exercising its option to renew the lease for a term of five years commencing from what would have been the expiration of the initial term, subject to the conditions and obligations of the lease.

#### KENOSHA UNIFIED SCHOOL DISTRICT A Wisconsin Common School District

BY: c

President, School Board

Date:

BY:

TODD BATTLE

Clerk, School Board

8-28-18 Date:

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Personally came before me this 28 day of Yugu School Board President, and TODD BATTLE, School Board Clerk, of KENOSHA UNIFIED SCHOOL DISTRICT, a Wisconsin common school district, to me known to be such President and Clerk of the School Board of said School District, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said School District, by its authority.

Notary Public, Kenosha County

My Commission expires/is:

#### **LEASE**

By And Between

APR 1 0 2008

CITY OF THE NOSHA

CITY CLERK-TREASURER

THE CITY OF KENOSHA, WISCONSIN, A Wisconsin Municipal Corporation,

And

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, A Wisconsin Common School District, 3600 - 52nd Street, Kenosha, Wisconsin 53144

THIS AGREEMENT, Made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as "CITY", and KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, a Wisconsin Common School District organized and existing under the laws of the State of Wisconsin, having its principal office at 3600 - 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "LESSEE".

#### WITNESSETH:

WHEREAS, a certain parcel of real estate commonly known as the Lincoln Elementary School, 6811-18<sup>th</sup> Avenue, in the City of Kenosha, Wisconsin ("PREMISES"), described in Exhibit "A" and Exhibit "B," attached hereto, is currently owned by LESSEE but is the subject of an agreement dated December 27, 2006 between CITY and LESSEE whereby the ownership of the PREMISES will be transferred from LESSEE to CITY;

WHEREAS, the transfer of ownership to CITY will occur at a closing, which closing by the terms of the agreement dated December 27, 2006 will occur on or before December 31, 2008 (the "CLOSING"); and

WHEREAS, LESSEE desires to Lease from CITY the PREMISES for the

purpose of housing the Kenosha School of Technology Enhanced Curriculum ("KTEC"); and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the CITY and LESSEE agree as follows:

#### ARTICLE 1 - PREMISES

- 1.1 PREMISES. CITY does hereby lease, let and demise to LESSEE the PREMISES for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.
- 1.2 CITY WARRANTY AND REPRESENTATIONS. CITY warrants and represents that, after the CLOSING, it will be the lawful owner of the PREMISES and has full authority to grant this Lease, and that the PREMISES are properly zoned for the uses described herein.
- 1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.
- 1.4 ACCEPTANCE. LESSEE acknowledges that it is well familiar with the condition of the PREMISES and accepts the PREMISES as suitable for LESSEE'S intended purposes, AS IS, subject to the use limitations and obligations imposed on LESSEE by this Lease.

# **ARTICLE 2 - TERM**

- 2.1 TERM. This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of five (5) years commencing at such time as CITY takes possession of the PREMISES following the conveyance of title of PREMISES by LESSEE to CITY.
  - 2.2 OPTION TERMS. LESSEE shall have the option to renew this Lease for

four (4) additional five (5) year terms upon the same terms and conditions contained in this Lease, but with an increase in the amount of rent, which is provided for in Article 4, provided LESSEE gives CITY written notice of LESSEE'S intention to exercise said option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of the term of this Lease; and provided further that LESSEE is not in default, but is in full compliance with all of the terms and provisions of this Lease at the time of exercise of such option to renew.

### 2.3 EARLY TERMINATION.

- 2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.
- 2.3.2 Cessation of Operation. Should LESSEE cease to exist or terminate its operations, or discontinue use of the PREMISES for one (1) year, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by CITY, absent a duly authorized and approved release of this provision by CITY.
- 2.4 LESSEE'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION.

  Upon termination or expiration of this Lease:
- 2.4.1 Condition. LESSEE shall deliver possession of the PREMISES to CITY in good condition, ordinary wear and tear excepted.
- 2.4.2 Improvements. CITY shall be entitled to retain all Improvements to PREMISES made by LESSEE.
- 2.4.3 Personal Property. LESSEE may remove its personal property to which title has not passed to CITY, upon the condition that it be responsible for any damage to PREMISES occurring in the course of such removal.

#### ARTICLE 3 - RENT (INITIAL TERM)

LESSEE shall pay as and for rent the annual sum of Thirty Thousand

Option Period 1

2014-15

2017-18

2018-19

2019-20

2021-22

2022-23

Option Period 2

(\$30,000.00) Dollars to be paid as follows:

a. Quarterly, with the initial payment of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), due on August 1, 2008, and payments of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) due every three months thereafter.

b. Payments are to be made to "KENOSHA PUBLIC MUSEUMS

FOUNDATION, INC."

# ARTICLE 4 - RENT (OPTION TERMS)

LESSEE shall pay as and for rent the following sums:

Option Period 1 (Years 6-10) \$40,000

Option Period 3 (Years 16-20)

Option Period 4 (Years 21-25)

Option Period 2 (Years 11-15)

\$50,000

\$60,000

\$70,000

LESSEE shall pay as and for rent per Article 3(a) and (b).

#### ARTICLE 5 - IMPROVEMENTS

5.1 DEFINITION. "Improvements" shall include construction alteration, and site modifications. Improvements do not include painting and managements.

5.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS. LESSEE, at its own cost and expense, may design and construct Improvements subject to CITY approving the plans and specifications therefor. No work shall commence until approval is received and appropriate construction permits from the CITY are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and federal laws, rules and regulations.

5.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing construction of any Improvements, LESSEE shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

- a. Builder's All Risk Insurance, with CITY as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,
- b. Liability Insurance protecting LESSEE and CITY from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.
- 5.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.
- PREMISES, shall not grant permission for or permit any liens for labor or materials to attach to PREMISES without the prior, written consent of CITY, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against PREMISES. In order to void such liens, LESSEE shall promptly pay or cause to be paid all undisputed bills for labor and materials. In the event any involuntary lien attaches to PREMISES, LESSEE shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit LESSEE shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude LESSEE or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.
- 5.6 UNAUTHORIZED IMPROVEMENTS. Should LESSEE make any Improvements without prior CITY approval, which are not satisfactory to CITY, then, upon written notice to do so, LESSEE shall remove the same, or if agreed upon by CITY, cause the

same to be changed, modified or reconstructed to the satisfaction of CITY. In the event any unauthorized improvement results in an Ordinance violation, LESSEE shall also timely pay any forfeitures imposed for such violation(s). Should LESSEE fail to comply with such notice within sixty (60) days of receipt thereof, or should LESSEE commence to comply therewith and fail to pursue such work diligently to completion, CITY may effect the removal, change, modification or reconstruction thereof, and LESSEE shall pay the cost thereof to CITY, upon written demand.

5.7 RISK OF LOSS. LESSEE assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by LESSEE, and the risk of loss or damage to all property of CITY arising out of or in connection with the performance of the construction work. In the event of such loss or damage, LESSEE shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of CITY without cost or expense to CITY.

5.8 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. LESSEE shall require its contractors who construct Improvements to indemnify and hold harmless CITY, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of LESSEE involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of CITY, or any of their officers or employees.

5.9 INSPECTION. CITY shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing

shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

5.10 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against CITY, its officers and employees with respect to any labor or materials provided in connection with the construction work. Furthermore, nothing contained herein shall create, or be deemed to create, any relationship between CITY and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and CITY shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

# ARTICLE 6 - CARE, MAINTENANCE AND REPAIR OF PREMISES

### 6.1 LESSEE'S RESPONSIBILITIES. LESSEE shall, at all times:

- a. Be responsible for the repair and maintenance of **PREMISES**, including all Improvements and capital repairs therein, mechanicals and boiler heating system, whether preexisting or placed thereon by **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **CITY**, its employees, agents, subcontractors, or principals, during the **SUMMER TERM**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.
- b. Keep PREMISES and Improvements and personal property thereon, in a clean, neat and sanitary condition.
  - Be responsible for grass cutting and snow removal from the PREMISES.
  - d. Maintain Improvements and perform all repair work in accordance with

relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

6.2 DEFAULT BY LESSEE. In the event LESSEE fails to exercise reasonable care for the maintenance and repair of PREMISES or Improvements within the time provided for, or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event LESSEE, upon commencement thereof, fails to diligently continue to complete any such work, CITY may, at its option, and in addition to any remedies otherwise available to it, enter PREMISES and Improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of PREMISES or Improvements, and care for, maintain or repair all or any part of PREMISES or Improvements which are in need of major repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to CITY by LESSEE, on demand. Furthermore, should CITY undertake any work hereunder, LESSEE waives any claims for damages, consequential or otherwise, against CITY as a result therefrom, except claims for damages arising from the CITY'S negligence. The foregoing shall in no way affect or alter the continuing obligations of **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon CITY any obligations to care for, maintain or repair PREMISES or Improvements.

#### ARTICLE 7 - ACCESS TO PREMISES

LESSEE agrees to and shall permit CITY, State of Wisconsin and the United States Government to send their representatives and employees onto PREMISES and any Improvements thereon, for the purpose of an inspection thereof. In non-emergency situations, LESSEE shall be provided with reasonable, advance notice of an inspection if LESSEE is available to receive such notice.

## **ARTICLE 8 - REGULATORY SIGNS**

LESSEE, at no charge, shall permit CITY to place such regulatory signs on PREMISES as CITY shall deem appropriate, at CITY cost and expense, but under no conditions shall said signs be attached to any building or structure of LESSEE, without LESSEE'S advance, written permission. LESSEE shall not place or erect any permanent (a sign standing for sixty (60) or more days) signs on or about PREMISES and Improvements without the prior, written approval of the CITY.

#### **ARTICLE 9 - UTILITIES**

LESSEE shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer, water service and stormwater fees. CITY requires that all new utility pipes, wires and conduits to be underground. LESSEE will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the costs and expense of bringing utility services to and within the PREMISES. CITY shall allow the providers of all utilities reasonable access to and within the boundaries of PREMISES for the installation of utility service.

#### ARTICLE 10 - USE OF PREMISES

10.1 USE OF PREMISES. LESSEE shall have the exclusive use of PREMISES for use as a charter school and other purposes consistent with such use, and for no other purpose. LESSEE may permit other public, not-for-profit, for-profit entities, and individuals to use PREMISES for such purposes under a rental agreement, or license or permit arrangement. LESSEE and other users may charge reasonable attendance fees at events.

10.2 CHANGE OF USE. Any use of the PREMISES, other than as provided in this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the LESSEE, shall constitute a material breach of this Lease.

10.3 NEIGHBORHOOD ENROLLMENT. LESSEE shall, if there is sufficient demand, provide enrollment for a minimum of twenty-five (25) students who reside in the

Lincoln Neighborhood District, subject to the admission procedures specified in KTEC's charter and by state and federal law. A map of the Lincoln Neighborhood District is attached hereto and incorporated herein as Exhibit "C".

10.4 SUMMER TERM. CITY shall be entitled to use such portion of the PREMISES, as is agreeable to the parties, in any given year during the intercession between the Spring and Fall Semesters for the purpose of CITY'S "Youth Employment in the Arts Program" or a program similar thereto.

#### ARTICLE 11 - ASSIGNMENT/SUBLEASE

No assignment or sublease, (other as set forth in Section 10.1 above), is permitted. Such an assignment or sublease shall render this Lease null and void.

#### ARTICLE 12 - GOVERNMENTAL REQUIREMENTS

- 12.1 LAWS, RULES, REGULATIONS AND ORDERS. LESSEE agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.
- 12.2 LICENSES, CERTIFICATES AND PERMITS. LESSEE shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including CITY, having jurisdiction over PREMISES, as improved, or over LESSEE'S operations at PREMISES.
- 12.3 TAXES AND FEES. LESSEE shall pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on PREMISES, as improved, or LESSEE'S operation hereunder, and shall make all applications, reports and returns required in connection

therewith.

#### **ARTICLE 13 - QUIET ENJOYMENT**

CITY covenants and agrees, so long as LESSEE shall duly and punctually perform and observe all the terms and conditions hereof, that LESSEE shall peaceably and quietly have, hold and enjoy PREMISES, subject to the right of CITY to inspect PREMISES, and exercise other rights provided and reserved to it herein.

## **ARTICLE 14 - NATURAL DISASTER**

LESSEE'S obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to PREMISES or Improvements resulting from any natural disaster

#### ARTICLE 15 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to LESSEE for money damages arising out of any interruption in LESSEE'S use or enjoyment of PREMISES by reason of any damage to PREMISES or Improvements, unless such damage is the result of an action by a CITY employee or agent performing a duty or task for the CITY, and, in that event, CITY shall be liable only for the costs of repair or reconstruction.

#### ARTICLE 16 - INDEMNITY AND HOLD HARMLESS

Except for damage resulting by intentional or negligent acts of the CITY, its employees, agents, subcontractors, or principals, LESSEE does hereby agree that it will, at all times, during the TERM and OPTION TERMS of this Lease, indemnify and hold harmless CITY, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on PREMISES, as improved, or as a result of any operations, works, acts or omission performed on PREMISES, as improved, by LESSEE, its officers, employees, or representatives, or

resulting from LESSEE'S failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any condition of the PREMISES or Improvements thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of CITY, or any of their officers or employees in which case CITY will indemnify and hold harmless LESSEE and its officers, and employees. Upon the filing with CITY of a claim for damages arising out of any incident(s) which LESSEE herein agrees to indemnify and hold CITY and others harmless, CITY shall notify LESSEE of such claim, and in the event that LESSEE does not settle or compromise such claim, then the LESSEE shall undertake the legal defense of such claim both on behalf of LESSEE and CITY. It is specifically agreed, however, that CITY, at its own cost and expense. may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY, or their officers or employees for any cause for which LESSEE is liable hereunder, shall be conclusive against LESSEE as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

#### **ARTICLE 17 - SANITATION**

LESSEE will provide adequate and appropriate containers, including dumpsters, as desired by LESSEE, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. LESSEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on PREMISES. The placing or storing of boxes, cartons, drums, tires, cans, parts or other similar items on or about PREMISES, outside of a fully enclosed building or structure, is strictly prohibited. LESSEE is responsible for, at its expense, contracting for

domestic garbage pickup and disposal services.

#### **ARTICLE 18 - BENEFITS**

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

### **ARTICLE 19 - NONWAIVER OF RIGHTS**

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

#### ARTICLE 20 - INSURANCE

LESSEE shall procure and maintain, during the Term of this Lease, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. LESSEE, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of CITY as "additional insureds", and proof of payment of premium to the City Clerk/Treasurer for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses, CITY may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the Term of this Lease. CITY reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to LESSEE, whenever minimum standards of the CITY for all insurance policies comparable to those covering LESSEE'S operations hereunder are enacted which adopt or increase the minimum insurance requirements, and LESSEE shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should LESSEE fail to furnish, deliver and maintain such insurance coverage as above provided, CITY may obtain such insurance coverage and charge LESSEE as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of LESSEE to take out and/or maintain the required insurance shall not relieve LESSEE from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of LESSEE in ARTICLE 16 - INDEMNITY AND HOLD HARMLESS.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

General Liability Insurance with a minimum limit of Five Million (\$5,000,000.00) Dollars per occurrence having the following coverages:

#### PREMISES:

Contractual; and, Death and Personal Injury.

#### **ARTICLE 21 - NONDISCRIMINATION**

LESSEE agrees that no person shall be subjected to discrimination in the use of PREMISES, as improved, contrary to Federal, State or local law, rule or regulation.

#### ARTICLE 22 - RIGHTS OF ENTRY RESERVED

CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon PREMISES, as improved, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of CITY, be necessary or advisable, provided, however, that in the exercise of such right, CITY shall not unreasonably interfere with the use

and occupancy of **PREMISES**, as improved, by **LESSEE**. Should **CITY**, in the exercise of such right, damage **PREMISES**, **CITY** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **CITY** shall not impose or be construed to impose upon **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

### **ARTICLE 23 - TAXES**

LESSEE, to the extent not exempt under State law or City Ordinances, shall promptly pay all taxes due and owing, including those on personal property and all special assessments, as may be levied by CITY or any other governmental unit.

#### ARTICLE 24 - FAILURE TO OBSERVE TERMS OF LEASE

Other than for the payment of rent due, which shall be governed by Wisconsin Statutes, LESSEE shall have sixty (60) days following its receipt of a written notice from CITY describing any breach to cure said breach. LESSEE'S failure to cure a breach shall be a basis for CITY to terminate this Lease.

#### ARTICLE 25 - INSURANCE OF IMPROVEMENTS

LESSEE, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all Improvements existing at the beginning of the Lease term and all Improvements constructed by LESSEE on PREMISES, to the extent of the full replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide twenty (20) days advance, written notice of cancellation or material change therein to the City Clerk/Treasurer and have a deductible amount not to exceed Twenty-five Thousand (\$25,000.00) Dollars per occurrence.

LESSEE shall provide a Certificate of the required insurance, prior to the

commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If LESSEE fails to maintain such insurance, CITY, at its option, may take out such insurance and charge the cost thereof to LESSEE, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **LESSEE** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **CITY**, or not to reconstruct the Improvement. **LESSEE** shall notify **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES**, **CITY** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by **LESSEE** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **LESSEE** from any of their repair, maintenance or rebuilding obligations under this Lease.

Improvements, LESSEE shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, footings, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and LESSEE'S and CITY'S unaccrued obligations hereunder shall cease. If LESSEE does not elect to repair, replace or rebuild the damaged Improvements within the abovementioned one hundred twenty (120) day period of time, LESSEE shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and CITY may elect to restore

**PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **LESSEE**, and this Lease shall be deemed terminated.

**LESSEE**, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

#### **ARTICLE 26 - INTEGRATION**

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

#### ARTICLE 27 - CONSTRUCTION - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice CITY or LESSEE in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

#### ARTICLE 28 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

#### **ARTICLE 29 - APPROVALS**

CITY approvals required hereunder shall not be unduly delayed or unreasonably withheld.

# ARTICLE 30 - NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service.

Notice to CITY shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52<sup>nd</sup>

Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 – 52nd Street, Kenosha, Wisconsin 53140. Notice to **LESSEE** shall be sent, delivered to or served upon the Superintendent of **LESSEE** at Kenosha Unified School District No. 1, Administrative Offices, 3600 - 52nd Street, Kenosha, Wisconsin 53144. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail or private delivery service. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

#### ARTICLE 31 - ENTIRE AGREEMENT

This Lease (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior to contemporaneous agreements, understandings, representations and statements, whether written or oral.

# ARTICLE 32 – AGREEMENT NEGOTIATED AND DRAFTED BY ALL PARTIES

This Lease has been the subject of mutual negotiations between the parties and their respective counsel. This Lease has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Lease.

## **ARTICLE 33 - AUTHORITY**

Board on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2008, and represents to CITY that all acts which are a condition precedent to its entering into this Lease have timely taken place, and that LESSEE,

under State laws, is able to comply with the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

CITY OF KENOSHA, WISCONSIN, A Wisconsin Municipal Corporation

JOHN M. ANTARAMIAN, Mayor

Date: 4-11-08

MICHAEL K. HIGGINS.

City Clerk/Treasurer/Assessor

Date:

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Notary Public, Kenosha County, WI.

athleen Ventura

My Commission expires/is: 10/11/09

KENOSHA UNIFIED SCHOOL DISTRICT,	
NO. 1, A Wisconsin Common School	
District	
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BY:	_
JOHN DAVID FOUNTAIN, JR.	_
President, School Board Date: 4-8-88	
Date: 4-8-88	
- / // A	
BY:	
MARKHUHK,	
Clerk, School Board, //o/	
Date: / 4/0/0/	

STATE OF WISCONSIN)

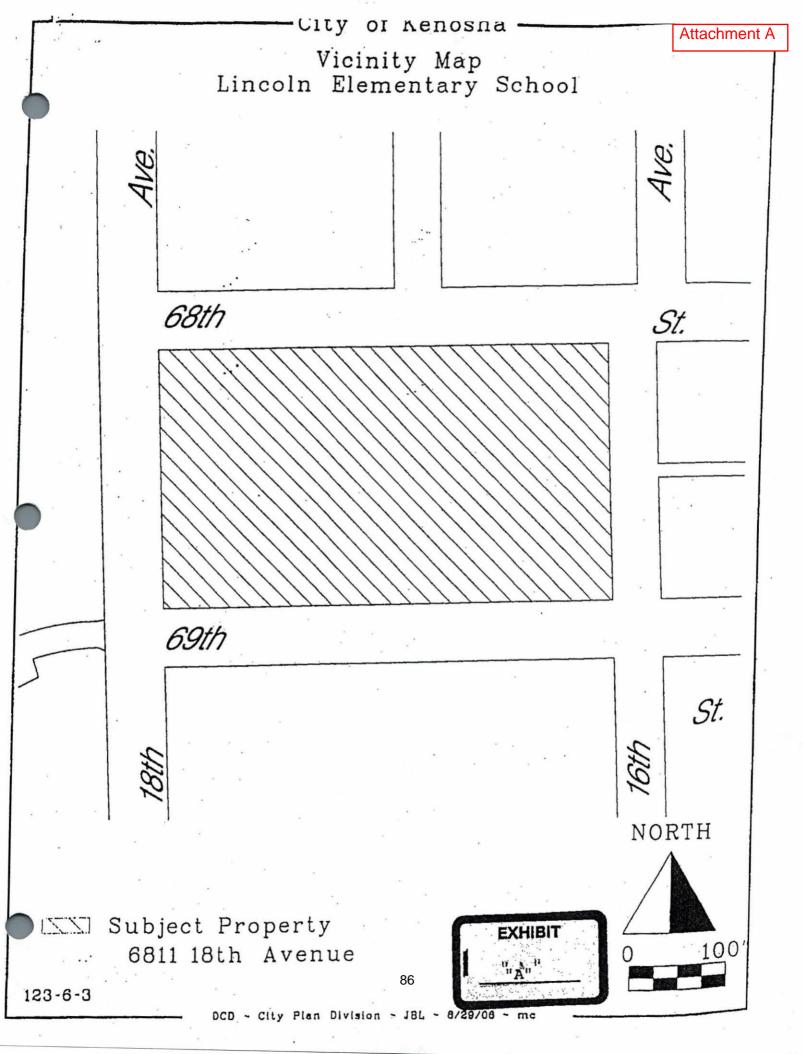
: SS.

COUNTY OF KENOSHA)

Notary Public, Kenosha County, WI.

My Commission expires/is: 125/10

Drafted By: LAUREN A. SCHWARZ von Briesen & Roper, s.c. 411 East Wisconsin Avenue, Suite 700 Milwaukee, WI 53202



#### FIRST AMENDMENT TO AGREEMENT

### By and Between

# THE CITY OF KENOSHA, WISCONSIN, A Municipal Corporation

#### And

# KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, A Wisconsin Common School District, 3600-52nd Street, Kenosha, Wisconsin 53144

WHEREAS, on April 11, 2008, the City of Kenosha ("CITY") entered into an agreement with Kenosha Unified School District No. 1 ("LESSEE"), a Wisconsin Common School District organized and existing under the laws of the State of Wisconsin, for the purpose of leasing the former Lincoln Elementary School located at 6811-18<sup>th</sup> Avenue ("Agreement"), attached hereto as Exhibit A; and

**WHEREAS**, the Agreement had been extended two separate times for periods of five (5) years; and;

WHEREAS, the Agreement is set to expire in 2023; and;

WHEREAS, the parties wish to continue the Agreement.

**NOW, THEREFORE**, in consideration of the mutual undertakings, understandings and agreements set forth therein, CITY and LESSEE, agree as follows:

- 1. That the article 2.1 of the Agreement shall be amended to state that the term of the Agreement shall be a term of a one (1) year from November 1, 2023 to October 31, 2024. Further, this Agreement shall automatically renew without any further approval or consent of the parties on a yearly basis for a period of one (1) year, unless otherwise terminated by either party.
- 2. That article 2.2 of the Agreement shall be struck from the Agreement in its entirety and the subsequent articles shall be renumbered to account for the removal of the article.
- 3. That article 4 of the Agreement shall be amended to state that the LESSEE shall pay \$70,000.00 for the first year of the lease and rent will increase by five (5%) percent over the rent paid during the previous year.
- 4. All other terms of the Agreement shall remain in full force and effect during the course of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates below given.

	CITY OF KENOSHA a Wisconsin Municipality Corporation
Date:	By:
Date:	By:MICHELLE L. NELSON, Clerk/Treasurer
STATE OF WISCONSIN ) :SS. COUNTY OF KENOSHA)	
ANTARAMIAN, Mayor, and MICH OF KENOSHA, WISCONSIN, a Wipersons who executed the foregoing in Clerk/Treasurer of said municipal corp	sday of, 2023, <b>JOHN M.</b> IELLE L. NELSON, City Clerk/Treasurer for the CITY sconsin municipal corporation, to me known to be such astrument, and to me known to be such Mayor and City poration and acknowledged that they executed the as the agreement of said corporation, by its authority.
	Notary Public, Kenosha County, WI. My Commission expires/is:

# KENOSHA UNIFIED SCHOOL DISTRICT, NO.1, A Wisconsin Common School District

Date:	By:
	Name:
Date:	By:
	Name:
STATE OF WIS :SS. COUNTY OF K	
a member, for <b>KE</b> School District, to and acknowledged	NOSHA UNIFIED SCHOOL DISTRICT NO.1, a Wisconsin Common me known to be such member of said Wisconsin Limited Liability Company to me that he executed the foregoing instrument as such member of said Liability Company, by its authority.
Notary Public, Ke	nosha County, WI.

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# Kenosha Unified School District Kenosha, Wisconsin

#### August 22, 2023

# GANG PREVENTION EDUCATION PROGRAM 2022-2023 Year End Report

## **Background:**

The Boys & Girls Club of Kenosha (BGCK) and the Kenosha Unified School District (KUSD) have enjoyed a partnership for more than 20 yearsworking collaboratively to address the issue of gang involvement and delinquency issues in our community. The district provides financial support the BGCK needs to monitor, supervise, and mentor youth in gang prevention groups, while working on anger management, team building, job skills development, gang resistance, and social and delinquency issues.

The Boys and Girls Club of Kenosha has supervised and mentored 50 case managed youths in gang prevention programs at our middle and high school levels. In addition, there are approximately 115 students that participate in weekly youth empowerment group sessions known as prevention group facilitation at Lincoln MS and Bullen MS. In these sessions we use a BGC approved curriculum that covers such things as anger management, good decision making, coping mechanisms, role modeling, goal setting, as well as financial literacy. The Year End Report (Attachment A) is included in this report. The goals and results from the past year are also included.

A description of the program and goals for the Gang Prevention Education Program are included (Attachment B). The partnership with KUSD, The Juvenile Justice Office and the Boys and Girls Club of Kenosha is invaluable.

The third document in this report is the Memorandum of Understanding (Attachment C) between the Boys and Girls Club of Kenosha and the Kenosha Unified School District.

The final document (Attachment D) is additional data charts showing results of the 22-23 program.

# **Recommendation:**

Administration recommends that the School Board approve entering into a Memorandum of Understanding with the Boys and Girls Club of Kenosha for a Gang Prevention Education Program in the 2023-2024 school year.

Dr. Jeffrey Weiss Superintendent of Schools William Haithcock Chief of School Leadership

# Boys and Girls Club of Kenosha/ KUSD Gang Prevention Initiative Year End Report 2022-2023

1. Boys & Girls Club of Kenosha (BGCK) staff facilitated student groups with prevention activities at several schools throughout the district. Youth participated in groups using evidence-based curriculum from the Boys & Girls Clubs of America's National Program Street SMART that was revised in 2015. The groups facilitated in KUSD are typically held during lunch or CORE class period to decrease the amount of time taken away from academics. Staff and KUSD faculty hand select youth that exhibit certain risk factors that put them at increased risk for gang involvement, such as, but not limited to disruptive classroom behavior, family member known gang member, lack of extracurricular activities, fighting with classmates, etc.

Each group contains no more than 12 students and are typically separated by gender, which allows for freer conversation between the students and staff member. Based on the feedback given from KUSD staff and students, appropriate Street SMART lessons are presented to address issues specific to those in the group. Once certain requirements (better classroom behavior, no major or minor infractions for an established period of time, etc.) are met members of the group are allowed to attend incentive field trips. Furthermore, Street SMART programs are also facilitated at the Boys & Girls Club two times a week throughout the school year in our Teen Center in addition to the school groups. The youth remain in their groups approximately 3-6 months working on anger management, team building, job skill development, gang resistance and social and delinquency issues.

- 2. Boys & Girls Club staff also case managed 50 youth that were referred to the program by KUSD counselors, staff, and Kenosha County case workers. The staff organized and supervised incentive-based field trips for case managed youth. Shortly after the pandemic the number of trips was lessened, however BGCK staff have done our best to increase experiences for our youth. For example, youth attended trips to the Black History Museum in Milwaukee, ice-skating, Sky Zone Wisconsin Dells, Six Flags, etc. All 50 youth that participated in the gang prevention initiative experienced positive behavioral changes which may be related to the pro social activities offered at the Boys & Girls Club.
  - a. The Boys & Girls Club regularly offers sports scholarships to case managed youth whose families experience financial hardship. These scholarships are granted in an effort to aid in a tackle football league, basketball, soccer, and baseball and provide them with the necessary equipment.
  - b. Forty-five youth in the gang prevention program are actively participating in the summer youth employment program in 2023 and have been placed at several public and private businesses in the Kenosha area.
- 3. Boys & Girls Club staff maintained frequent contact with the families of case managed youth through home visits, weekly phone calls and activities. Some of the activities were the Haribo

Classic at UW-Parkside, Carthage College Football invitational, Juneteenth Festival, Cinco de Mayo, Boat Building Camp and Launch and much more. BGCK staff also gave families tours of the Teen and Tween Centers to introduce more families to the activities at the Boys & Girls Club and provided referrals for additional resources within the community.

4. Boys & Girls Club staff worked with principals of individual schools daily to provide continuity of care for the 50 case managed youth. Gang prevention staff visited schools as requested to assist with gang involvement and delinquency issues. They helped identify graffiti, provided security at sporting events, identified issues happening outside the school to ensure they are not brought into the schools, and worked closely with SRO police officers at the schools to further prevent gang activity at KUSD schools. Additionally, staff spoke at various school events related to gang prevention or teen violence and attended open houses at various KUSD locations. Lastly, Outreach staff were often called to the school to assist students with behaviors, advocate on behalf of the student or provide a listening ear during a free period.

### **Overall Progress**

# Goal 1.85% of youth will not have a new offense in the program.

94% of case managed youth did not a have a new offense since the start of the program at the beginning of the 2022-2023 school year.

# Goal 2. 85% of youth will participate in at least four non-gang related activities per month.

95% of youth have participated in at least four non-gang related programs per month.

## Goal 3. 70% of parents/families will increase involvement in youth care.

71% of parents participated in at least two activities per month. This is an area where we, like many youth agencies, have struggled. However, more community events increased parental participation during this school year.

# Goal 4. 80% of youth will maintain or reduce their gang risk assessment score from program intake to program completion.

93% of youth reduced their gang risk assessment score from program intake to completion of their time in the program.

# Goal 5. 75% of youth who participate in the program for at least three months will improve school attendance.

84% of youth have improved their school attendance.

#### Goal 6. 75% of youth will improve their academic performance overall.

82% of youth participating improved their academic performance by at least one grade level. The average GPA upon entry to the gang prevention program was 1.8, upon exit youth increased their average to 2.2.

### GANG PREVENTION/YOUTH EMPOWERMENT EDUCATION PROGRAM 2023-2024

The Boys & Girls Club of Kenosha (BGCK) and the Kenosha Unified School District (KUSD) have enjoyed a partnership for many years working collaboratively to address the issue of gang involvement and delinquency issues in our community. This partnership provides the Boys & Girls Club of Kenosha with the support they need to monitor, supervise, and mentor youth in gang prevention groups, while working on anger management, team building, job skills development, gang resistance, and social and delinquency issues.

The program has two essential programs: case management and prevention group facilitation in schools.

Case managed youth in the BGCK Youth Empowerment Program include 12–18-year-olds with a large focus on middle school students. Historically, the demographics of youth served are 20% African American, 15% Hispanic and 5% Caucasian remains unchanged.

100% of students receiving case management come from low socio-economic backgrounds and typically non-traditional homes such as families with single parents, guardians other than a birth parent, an incarcerated parent, parents struggling to make ends meet while working multiple jobs, unstable home circumstances, etc. Case managed students reside within the KUSD boundaries, and the program provides case management to 50 youth each school year. Free/reduced lunch status through KUSD is used to determine low- income status. The number of students enrolled fluctuates at any given time, however a typical number of

students on the caseload is 25 to ensure much needed time and resources are provided.

The groups facilitated in KUSD are typically held during lunch or CORE class period to decrease the amount of time taken away from academics. Staff hand select youth that exhibit certain risk factors that put them at increased risk for gang involvement, such as, but not limited to disruptive classroom behavior, family member known gang member, lack of extracurricular activities, fighting with classmates, etc. Each group contains no more than 12 students and are typically separated by gender which allows for freer conversation between the students and staff member.

Based on feedback given from KUSD staff and members in the group, appropriate Street SMART lessons are presented. The purpose of the lesson is to provide youth with soft skills and coping mechanisms for handling conflict, resisting gang involvement and better cope with stressful situations. Students are also able to participate in field trips once certain requirements (better classroom behavior, no major or minor infractions for an established period, etc.) are met. The Street SMART programs are also facilitated at the BGCK weekly throughout the school year in our Teen Center in addition to the school groups. The youth remain in their groups approximately 3-6 months working on anger management, team building, job skill development, gang resistance and social/delinquency issues.

#### **KUSD/BGCK Gang Prevention Program Goals 2023-2024**

## 85% of youth will not have a new offense while in the program

 BGCK will be able to report findings by collecting and checking data from the Juvenile Justice Office.

### 85% of youth will participate in at least four non-gang related activities per month

 BGCK will monitor activities by taking attendance at each activity. Key activities included Street SMART, Smart Moves and Career Launch.

### 70% of parents/families will increase involvement in youth care

 BGCK will monitor activities by taking attendance at each activity. Examples of activities include family resource fairs, Juneteenth celebration, family field trips, college & career fair and National Night Out.

# 80% of youth will maintain or reduce their gang risk assessment score from program intake to program completion

- Participants are assessed prior to intake using gang risk assessment. Assessment ranges from 1-20 with participants scoring eight (8) or above admitted into the program.
- Progress is measured by reassessment upon program completion. Maintaining the score is considered little progress, reducing the score by 1-2 points is considered progress, reducing the score by 3 or more is considered advanced progress.

# 75% of youth who participate in the program for at least three months will improve school attendance

- BGCK measures progress by working with KUSD and collecting attendance data.
- BGCK staff will work on strengthening the attendance percentage as academic performance increases by getting youth to school.

# 75% of youth will improve their academic performance overall

 BGCK measures progress by working with KUSD to collect grades, progress reports and report cards. BGCK would like to continue to improve this metric by utilizing a more detailed progress scale. Maintaining GPA will be considered little progress, improving GPA by .2 will be considered improving. Improving grades by .3 or more will be considered advanced progress.

We will provide 10-12 groups for the school year and investigate expanding programming into other schools.

Continued collaboration with KUSD staff to better monitor and track youth changes in behavior, grades and attendance through monthly reports.

# MEMORANDUM OF UNDERSTANDING

# BETWEEN THE BOYS & GIRLS CLUB OF KENOSHA AND

# KENOSHA UNIFIED SCHOOL DISTRICT

The Boys & Girls Club of Kenosha (BGCK) and the Kenosha Unified School District (KUSD) have enjoyed a partnership over 20 years working collaboratively to address the issue of gang involvement and delinquency issues in our community. This Memorandum of Understanding will outline the future of this partnership.

- I. BGCK will case manage/monitor/supervise/mentor approximately 50 youth in gang prevention in addition to facilitating groups at Kenosha Unified Schools. There will be approximately 8-10 youth in a group. The youth remain in the groups approximately 6 months working on anger management, team building, job skill development, gang resistance and social and delinquency issues. In the 23-24 end of the year report, BGCK will include specific participation data sharing the number of students that are being served through the case managed program.
- II. The BGCK will additionally serve no less than 115 students weekly through youth empowerment group sessions known as prevention group facilitation at Lincoln MS, Bullen MS and at the BGCK. In these sessions we will use a BGCK approved curriculum that covers things such as anger management, good decision making, coping mechanisms, role modeling, goal setting as well as financial literacy. In the 23-24 end of year report, BGCK will include specific data identifying how many students were served, if there is any duplication between students served in the group sessions and the case management program, and BGCK will provide attendance data indicating how often the groups are being held and the attendance of the registered participants.

BGCK already includes a breakdown of the participants indicating what schools that the students attend. During the 23-24 school year, BGCK will actively work to recruit more participation from students who are educated in our community at private schools, home schooled, or other non-KUSD public schools. That data, including a brief summary of our efforts to expand recruitment, will be included in the mid-year and end of year reports.

- III. Additionally, BGCK will organize and supervise incentive-based activities for the youth in order to encourage and reinforce positive behavioral change. These incentive-based activities will be granted on a case-by-case basis by BGCK staff to recognize positive behavioral changes (socially, academically and within the family circle). These activities will include, but not be limited to trips to professional and local sporting events, community service opportunities, cultural events, and local college events. Additional incentive-based elements will include:
  - a. BGCK will offer full scholarships for targeted youth who are interested in league sports programs at the BGCK.
  - b. Targeted youth interested in employment training will receive priority placement and be assessed for eligibility in the summer youth employment program.
- N. All targeted youth will be provided free memberships to the Boys & Girls Club for the duration of the program. Youth will be encouraged to attend educational and cultural teen programming held at the BGCK facility.
- V. BGCK staff will maintain frequent contact with the families of program participants to gauge behavioral changes, as well as to provide referrals for additional resources within the community. BGCK will organize family events throughout the year. Program staff will meet with families at least twice per quarter at these sponsored activities or through individual home visits
- VI. BGCK staff will work with principals of individual schools as requested to assist with gang involvement and delinquency issues.
- VII. BGCK staff will continue to serve on the Kenosha County Gang Task Force and participate in their monthly meetings. This group brings together representatives of law enforcement, juvenile intake, Division of Children and Family Services, and KUSD. The task force undertakes to coordinate intervention and address trends in gang behavior and delinquency.

#### 1. Staff:

A. BGCK will maintain 2 full time and 2 part time staff to implement Gang Prevention programming. They are leaders in the Gang Prevention community and represent many years of gang prevention and case management experience.

## 2. Contract Budget

KUSD	\$60,000.00
Boys & Girls Club of Kenosha	\$42,500.00
Kenosha County Div. of Children and Family Services	\$63,500.00
State of Wisconsin DPI - Wisconsin After 3	\$58,698.22
State of Wisconsin DPI-Be Great Graduate	\$63,889.45
OJJDP 2022 Gang & Delinquency Prevention	\$25,500
Total	\$314,087.67

### 3. Program Goals

**KUSD/BGCK Gang Prevention Program Goals 2023-2024** 

# 85% of youth (or 43 out of 50) will not have a new offense while in the program

 BGCK will be able to report findings by collecting and checking data from the Juvenile Justice Office.

# 85% of youth (or 43 out of 50) will participate in at least four non-gang related activities per month

 BGCK will monitor activities by taking attendance at each activity. Key activities include Street SMART, Smart Moves and Career Launch

# 70% of parents/families (or 35 out of 50) will increase involvement in youth care

BGCK will monitor activities by taking attendance at each activity. Examples of
activities include family resource fairs, Juneteenth celebration, family field trips,
college & career fair and National Night Out.

# 80% of youth will (or 40 out of 50) maintain or reduce their gang risk assessment score from program intake to program completion

- Participants are assessed prior to intake using gang risk assessment. Assessment ranges from 1-20 with participants scoring eight (8) or above admitted into the program.
- Progress is measured by reassessment upon program completion. Maintaining the score is considered little progress, reducing the score by 1-2 points is considered progress, reducing the score by 3 or more is considered advanced progress.

# 75% of youth (or 38 out of 50) who participate in the program for at least three months will improve school attendance

- BGCK measures progress by working with KUSD and collecting attendance data.
- BGCK staff will work on strengthening the attendance percentage as academic

performance increases by getting youth to school.

# 75% of youth (or 38 out of 50) will improve their academic performance overall

 BGCK measures progress by working with KUSD to collect grades, progress reports and report cards. BGCK would like to continue to improve this metric by utilizing a more detailed progress scale. Maintaining GPA will be considered little progress, improving GPA by .2 will be considered improving. Improving grades by .3 or more will be considered advanced progress.

We will provide 10-12 groups for the school year and investigate expanding groups into different schools.

Continued collaboration with KUSD staff to better monitor and track youth changes in behavior, grades and attendance through monthly reports.

# 4. Reports

A. BGCK will provide a mid-year and end of year report. The reports will note program start dates, gang risk assessment scores, referrals provided, activities, program attendance, grades and school attendance.

#### 5. Finances

A. BGCK will bill monthly by the 10<sup>th</sup> of the month.

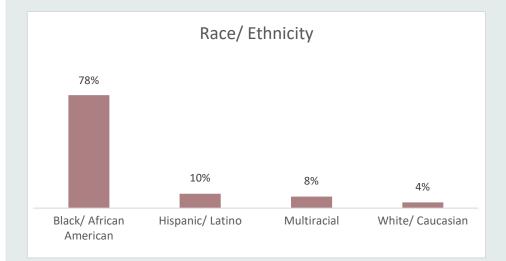
#### 6. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of BGCK and KUSD authorized officials. It shall be in force from September 1, 2023, to June 30, 2024. Parties A and B indicate agreement with this MOU by their signatures.

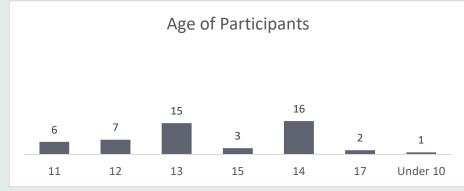
William Haithcock	Date	Tara Panasewicz	Date
Chief of School Leadership		Chief Professional Officer	
Kenosha Unified School District		Bovs & Girls Club of Kenosha	

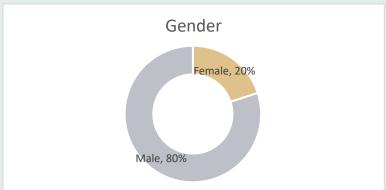
# **Gang Reduction Program Dashboard - Demographics**

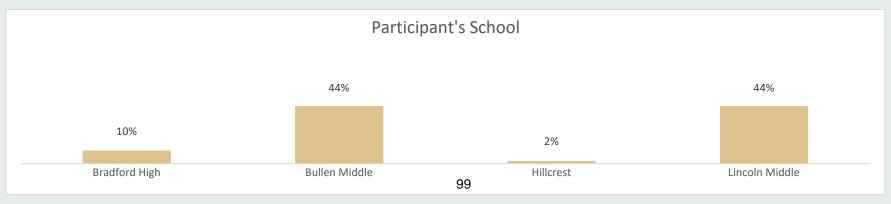
Total Participants = **50** 





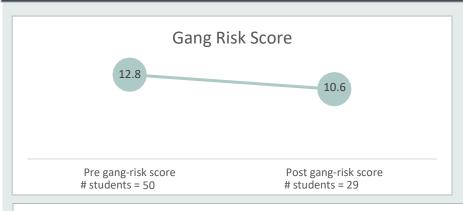


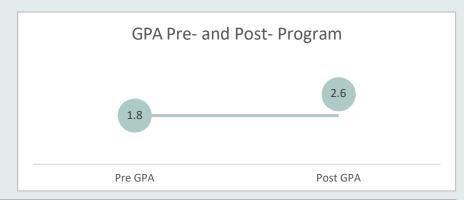




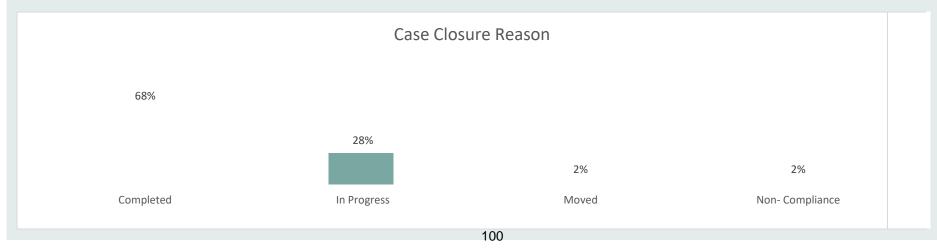
# **Gang Reduction Program Dashboard - Outcomes**

Total Participants = **50** 









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#### KENOSHA UNIFIED SCHOOL DISTRICT

August 22, 2023

#### **Annual Restraint & Seclusion Report**

By October 1 of each year, Wisconsin requires each school district to present their district restraint and seclusion data to the school board. Districts must submit the number of incidents of physical restraint and seclusion, the total number of students involved in the incidents, and the number of students with disabilities who were involved in the incidents. The report to the school board contains the same data as required in the U.S. Department Office of Civil Rights Cyclical Data Collection (CRDC) on physical restraint and seclusion. Wisconsin Act 118 (2019) enacted additional requirements, such as providing parents with a copy of the written incident report, clarifying that the notice and reporting requirements apply to incidents involving law enforcement officers, prohibiting the use of prone restraint, revising the required training components, requiring school staff to hold a meeting after each incident of seclusion or restraint to discuss topics specified in the Act and conducting an IEP team meeting within ten school days of the second time seclusion or restraint is used on a student with a disability within the same school year. School districts are also required to submit this annual report to DPI by December 1, for each previous school year. This law applies to both students with and without disabilities.

#### **CRDC Definitions:**

- "Mechanical restraint" refers to the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel or utilized by a student that have been prescribed by an appropriate medical or related services professional.
- "Physical restraint" refers to a personal restriction that immobilizes or reduces the ability of a student to move their torso, arms, legs, or head freely. This does not include a physical escort, which would be applicable for a temporary setting for the purpose of inducing a student who is acting out to walk to a safe location.
- "Seclusion" means the involuntary confinement of a pupil, apart from other pupils, in a room or area from which the pupil is physically prevented from leaving. This does not include a timeout, which is a behavior management technique that is part of an approved program in a non-locked setting for the purpose of calming.

A covered (trained) individual may use seclusion on a pupil at school only if all of the following apply:

- The pupil's behavior presents a clear, present, and imminent risk to the physical safety of the pupil or others and it is the least restrictive intervention feasible.
- A covered individual maintains constant supervision of the pupil, either by remaining in the room or area with the pupil or by observing the pupil through a window that allows the covered individual to see the pupil at all times.
- The room or area in which the pupil is secluded is free of objects or fixtures that may injure the pupil.
- The pupil has adequate access to bathroom facilities, drinking water, necessary medication, and regularly scheduled meals.
- The duration of the seclusion is only as long as necessary to resolve the clear, present, and imminent risk to the physical safety of the pupil or others.

Districts are required to report on two (2) types of restraint: mechanical and physical, and seclusion, detailing both the number of students (by disability status) and number of incidents. For example, the use of handcuffs by police officers would constitute a mechanical restraint and schools are required to fully document identified instances. Both a summary report and a full building level report are attached. For the 2022-23 school year, KUSD had 9 incidents of *mechanical* restraint, 345 incidents of *physical* restraint, and 160 incidents of *seclusion*.

The use of handcuffs by school resource officers (police) and other police officials while on school property or during school functions have been identified as mechanical restraint. Those cases would be the direct result of the state expectation to ensure that any police involved use of handcuffs or other restraint are documented and reported. Police officers receive their own training and tactics related to the decision or need to apply some form of restraint. The use of vehicle safety restraints, as intended, during the transport of a student in a moving vehicle are not considered mechanical restraints for this reporting requirement.

This report is for informational purposes only.

Dr. Jeffrey Weiss Stacy Guckenberger

Superintendent of Schools Director of Special Education and Student

Support

Kristopher Keckler Laura Sawyer
Chief Information Officer Research Analyst

### Number of Restraint or Seclusion Incidents by Demographics 2022-23

						Ma	le									Fer	nale	}		
Туре	Н	ı	Α	Р	В	W	Т	Total	504	LEP	Н	ı	Α	Р	В	W	Т	Total	504	LEP
Non-IDEA Stud	dents																			
Mechanical Restraint	*	0	0	0	0	*	0	*	0	*	0	0	0	0	*	0	0	*	0	0
Physical Restraint	11	0	0	0	14	*	5	32	*	*	6	0	0	0	5	0	*	13	*	0
Seclusion	*	0	0	0	0	0	0	*	0	0	0	0	0	0	*	*	0	*	0	0
IDEA Students																				
Mechanical Restraint	*	0	0	0	*	*	0	*	0	0	*	0	0	0	0	0	0	*	0	0
Physical Restraint	26	0	*	0	136	69	43	275	0	*	8	0	0	0	7	*	8	25	*	0
Seclusion	*	0	0	0	70	38	33	143	0	*	*	0	0	0	5	0	8	14	0	0

Note-\* Indicates a data figure less than five.

Number of Incidents of Restraint or Seclusion 2022-23

Туре	Non-IDEA Students	Students Serviced Under Section 504 Only	IDEA Students
Mechanical Restraint	*	*	5
Physical Restraint	13	*	25
Seclusion	*	0	157

Number of Incidents of Restraint or Seclusion SY 2019-20, 2020-21, and 2021-22, and 2022-23

I				,	. <del> , a.</del>		,					
Туре	r	Non-IDEA	Student	s	Student	s Service 504 (	d Under : Only	Section		IDEA St	udents	
	1920	2021	2122	2223	1920	2021	2122	2223	1920	2021	2122	2223
Mechanical Restraint	*	*	10	*	0	0	0	*	0	5	20	5
Physical Restraint	23	21	33	13	0	0	0	*	78	83	167	25
Seclusion	15	23	7	*	0	0	0	0	136	31	31	157

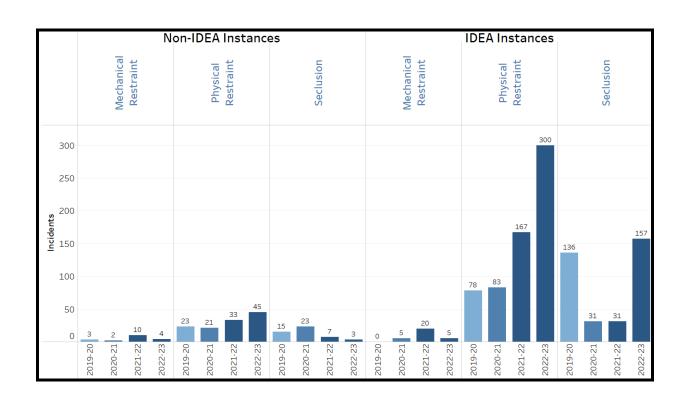


Table 1. Non-IDEA Students Subjected to Mechanical Restraint

Table 1. Non-IDEA Students S		- u to	IVICCI	iaince		lale									Fe	male				
School	Н	ı	Α	Р	В	W	Т	Total	504	LEP	Н	ı	Α	Р	В	W	Т	Total	504	LEP
Bose	<del>-  </del>		,,				·	0	307				,,			• • •	<u> </u>	0	301	
Bradford	*					*		0	*						*			0		<del>                                     </del>
Brass								0										0		<del>                                     </del>
Brompton								0										0		
Bullen								0										0		
Chavez Learning Station								0										0		
Dimensions of Learning								0										0		
Edward Bain Creative Arts								0										0		<del>                                     </del>
Edward Bain Dual Language								0										0		
Forest Park								0										0		
Frank								0										0		
Grant								0										0		
Grewenow								0										0		
Harborside								0										0		
Harvey								0										0		
Hillcrest								0										0		<del>                                     </del>
Indian Trail								0										0		
Jefferson								0										0		<del>                                     </del>
Jeffery								0										0		<del>                                     </del>
Kenosha 4K (community sites)								0										0		<del>                                     </del>
Kenosha eSchool								0										0		<u> </u>
Phoenix Project								0										0		
KTEC								0										0		<u> </u>
LakeView								0										0		1
Lance								0										0		1
Lincoln								0										0		┢
Mahone								0										0		┢
McKinley								0										0		╁
Nash								0										0		_
Pleasant Prairie								0										0		╁
Prairie Lane								0										0		_
Reuther								0										0		<u> </u>
Roosevelt								0										0		<u> </u>
Somers								0										0		<u> </u>
Southport								0										0		<del>                                     </del>
Stocker		-	1	<b>-</b>	-	-		0			l	-	1	-	<del>                                     </del>	1	1	0		$\vdash$
Strange	+			<b> </b>	<b>-</b>	<b>-</b>		0							<del>                                     </del>			0		$\vdash$
Tremper	*							0		*								0		<del>                                     </del>
Vernon	+							0										0		<del>                                     </del>
Washington	+							0										0		<del>                                     </del>
Whittier	+							0										0		<del>                                     </del>
Wilson	+				-	-		0			<del></del>				<del>                                     </del>			0		<del>                                     </del>
TOTAL	0	0	0	0	0	0	0	*	0	0	0	0	0	0	0	0	0	*	0	0

H= Hispanic or Latino of any race I= American Indian or Alaska Native A= Asian

P= Native Hawaiian or Other Pacific Islander B= Black or African American W= White T= Two or more races 504 = Section 504 status LEP= Limited English proficient

Table 2. Non-IDEA Students Subjected to Physical Restraint

Table 2. Non-IDEA Students Su	lbjecte	eu to	Pilysi	Cai N		lale					Π				Fe	male				
School	Н	1	Α	Р	В	W	Т	Total	504	LEP	Н	1	Α	Р	В	W	Т	Total	504	LEP
Bose	+''-	<u> </u>		'		• • •	•	0	307	LLI		<u>'</u>				**	<u> </u>	0	304	
Bradford	*				*	*		0	*						*			0		
Brass					*			0		*								0		
Brompton								0										0		1
Bullen							*	0										0		
Chavez Learning Station								0										0		1
Dimensions of Learning								0										0		1
Edward Bain Creative Arts					*			0							*			0		<del>                                     </del>
Edward Bain Dual Language								0										0		
Forest Park								0		*								0		
Frank								0		*								0		*
Grant								0										0		<del>                                     </del>
Grewenow	6							6			*				*			0		
Harborside	+ -							0										0		<b>†</b>
Harvey								0										0		
Hillcrest								0										0		
Indian Trail							*	0			*						*	0		
Jefferson					*			0										0		
Jeffery								0										0		
Kenosha 4K (community sites)								0										0		
Kenosha eSchool								0										0		
Phoenix Project								0										0		
KTEC							*	0										0		
LakeView								0										0		
Lance								0										0		
Lincoln	*				*			0		*								0		
Mahone								0										0		
McKinley	*							0										0		
Nash								0										0		
Pleasant Prairie								0										0		
Prairie Lane								0										0		
Reuther								0			*						*	0		
Roosevelt								0										0		
Somers								0										0		
Southport					*			0										0		
Stocker								0										0		
Strange	*							0										0		
Tremper					*			0										0		
Vernon						*		0										0		
Washington								0										0		
Whittier								0										0		
Wilson								0										0		
TOTAL	6	0	0	0	0	0	0	32	0	0	0	0	0	0	0	0	0	12	0	0

H= Hispanic or Latino of any race I= American Indian or Alaska Native A= Asian

P= Native Hawaiian or Other Pacific Islander B= Black or African American W= White T= Two or more races 504 = Section 504 status LEP= Limited English proficient

Table 3. Non-IDEA Students Subjected to Seclusion

Table 3. Non-IDEA Students S		-u to	Jeciu	31011	M	lale									Fe	male				
School	Н	ı	Α	Р	В	W	Т	Total	504	LEP	Н	ı	Α	Р	В	W	Т	Total	504	LEP
Bose		<u> </u>						0										0		1
Bradford								0										0		
Brass								0										0		<del>                                     </del>
Brompton								0										0		
Bullen								0										0		
Chavez Learning Station								0										0		<del>                                     </del>
Dimensions of Learning								0										0		<del>                                     </del>
Edward Bain Creative Arts								0										0		<del>                                     </del>
								0										0		
Edward Bain Dual Language Forest Park								0										0		₩
								0		*					*			0		₩
Frank										-					-					<del>                                     </del>
Grant							*	0										0		<b>├</b>
Grewenow								0										0		$\vdash$
Harborside 								0										0		╄
Harvey								0										0		₩
Hillcrest								0										0		<u> </u>
Indian Trail								0										0		<b>↓</b>
Jefferson								0										0		<u> </u>
Jeffery								0										0		ـــــ
Kenosha 4K (community sites)								0										0		<u> </u>
Kenosha eSchool								0										0		
Phoenix Project								0										0		
KTEC								0										0		
LakeView								0										0		
Lance								0										0		
Lincoln								0										0		
Mahone								0										0		
McKinley								0										0		
Nash								0										0		
Pleasant Prairie								0										0		
Prairie Lane								0								*		0		
Reuther								0										0		
Roosevelt								0										0		
Somers								0										0		
Southport	1							0										0		
Stocker								0										0		†
Strange								0										0		t
Tremper								0										0		
Vernon								0										0		<u> </u>
Washington	+							0										0		<del>                                     </del>
Whittier	+							0									<del>                                     </del>	0		<del>                                     </del>
Wilson								0										0		$\vdash$
TOTAL	0	0	0	0	0	0	0	*	0	0	0	0	0	0	0	0	0	*	0	0

H= Hispanic or Latino of any race I= American Indian or Alaska Native A= Asian

P= Native Hawaiian or Other Pacific Islander B= Black or African American W= White T= Two or more races 504 = Section 504 status LEP= Limited English proficient

**Table 4. IDEA Students Subjected to Mechanical Restraint** 

Table 4. IDEA Students Subje	1				Male									Fema	ale			
School	Н	I	Α	Р	В	W	Т	Total	LEP	Н	I	Α	Р	В	W	Т	Total	LEP
Bose								0									0	
Bradford								0									0	
Brass								0									0	
Brompton								0									0	
Bullen								0									0	
Chavez Learning Station								0									0	
Dimensions of Learning								0									0	
Edward Bain Creative Arts								0									0	
Edward Bain Dual Language								0									0	
Forest Park								0									0	
Frank					*			0									0	
Grant								0									0	
Grewenow								0									0	
Harborside								0		*							0	
Harvey								0									0	
Hillcrest	*							0									0	
Indian Trail								0									0	
Jefferson								0									0	
Jeffery								0									0	
Kenosha 4K (community sites)								0									0	
Kenosha eSchool								0									0	
Phoenix Project								0									0	
KTEC								0									0	
LakeView								0									0	
Lance								0									0	
Lincoln								0									0	
Mahone								0									0	
McKinley								0									0	
Nash								0									0	
Pleasant Prairie								0									0	
Prairie Lane								0									0	
Reuther								0									0	
Roosevelt								0									0	
Somers								0									0	
Southport								0									0	
Stocker								0									0	
Strange								0									0	
Tremper						*		0									0	
Vernon								0									0	
Washington								0									0	
Whittier								0									0	
Wilson								0									0	
TOTAL	0	0	0	0	0	0	0	*	0	0	0	0	0	0	0	0	*	0

H= Hispanic or Latino of any race I= American Indian or Alaska Native A= Asian P= Native Hawaiian or Other Pacific Island T= Two or more races
B= Black or African American 504 = Section 504 status
W= White LEP= Limited English proficient

**Table 5. IDEA Students Subjected to Physical Restraint** 

Table 5. IDEA Students Subje		<u> </u>	Jicai	itesti.	Male	<u> </u>								Fema	ale			
School	Н	I	Α	Р	В	W	Т	Total	LEP	Н	I	Α	Р	В	W	Т	Total	LEP
Bose					5	*	10	15						*		*	0	
Bradford					*	5	*	5						*		*	0	
Brass	*				*			0									0	
Brompton								0									0	
Bullen					*	*	*	0									0	
Chavez Learning Station								0									0	
Dimensions of Learning								0									0	
Edward Bain Creative Arts					*		7	7									0	
Edward Bain Dual Language					*			0									0	
Forest Park	*				8	36	14	58						*	*	5	5	
Frank	*				87	9	5	101									0	
Grant								0									0	
Grewenow	*				*	*		0		*							0	
Harborside								0		*							0	
Harvey					10			10						*			0	
Hillcrest	*					*		0									0	
Indian Trail					*		*	0									0	
Jefferson	6				*			6		*							0	
Jeffery	*				*	*		0									0	
Kenosha 4K (community sites)								0									0	
Kenosha eSchool								0									0	
Phoenix Project								0									0	
KTEC								0									0	
LakeView								0									0	
Lance								0		*							0	
Lincoln					*			0						*			0	
Mahone								0		*							0	
McKinley							*	0									0	
Nash					*			0									0	
Pleasant Prairie								0									0	
Prairie Lane								0									0	
Reuther								0									0	
Roosevelt								0							*		0	
Somers								0									0	
Southport						*		0									0	
Stocker								0									0	
Strange	11							11									0	
Tremper						*		0									0	
Vernon			*					0									0	
Washington	1					*		0									0	
Whittier					*			0									0	
Wilson					*	*		0								*	0	
TOTAL	17	0	0	0	110	50	36	275	0	0	0	0	0	0	0	5	25	0

H= Hispanic or Latino of any race I= American Indian or Alaska Native A= Asian P= Native Hawaiian or Other Pacific Island T= Two or more races
B= Black or African American 504 = Section 504 status
W= White LEP= Limited English proficient

**Table 6. IDEA Students Subjected to Seclusion** 

Table 6. IDEA Students Subje				•	Male	<u> </u>								Fema	ıle			
	Н	ı	Α	Р	В	W	Т	Total	LEP	Н	ı	Α	Р	В	W	Т	Total	LEP
Bose					6	*	10	16		*				*		*	0	
Bradford								0									0	
Brass								0									0	
Brompton								0									0	
Bullen					*			0									0	
Chavez Learning Station								0									0	
Dimensions of Learning								0									0	
Edward Bain Creative Arts					*			0									0	
Edward Bain Dual Language								0									0	
Forest Park	*				8	32	20	60						*		7	7	
Frank	*				54	*	*	54									0	
Grant								0									0	
Grewenow								0									0	
Harborside								0									0	
Harvey								0									0	
Hillcrest								0									0	
Indian Trail								0									0	
Jefferson								0									0	
Jeffery								0									0	
Kenosha 4K (community sites)								0									0	
Kenosha eSchool								0									0	
Phoenix Project								0									0	
KTEC								0									0	
LakeView								0									0	
Lance						*		0									0	
Lincoln								0									0	
Mahone								0									0	
McKinley								0									0	
Nash								0									0	
Pleasant Prairie								0									0	
Prairie Lane								0									0	
Reuther								0									0	
Roosevelt								0									0	
Somers								0									0	
Southport								0									0	
Stocker								0									0	
Strange								0									0	
Tremper								0									0	
Vernon								0									0	
Washington								0									0	
Whittier								0									0	
Wilson								0									0	
TOTAL	0	0	0	0	68	32	30	143	0	0	0	0	0	0	0	7	14	0

H= Hispanic or Latino of any race I= American Indian or Alaska Native A= Asian P= Native Hawaiian or Other Pacific Island T= Two or more races
B= Black or African American 504 = Section 504 status
W= White LEP= Limited English proficient

**Table 7. Instances of Restraint or Seclusion** 

Table 7. Ilistances of Restrain	_	chanical Res	straint	Р	hysical Restr	aint		Seclusion	
School	IDEA	Only 504	Non-IDEA	IDEA	Only 504	Non-IDEA	IDEA	Only 504	Non-IDEA
Bose			*	19			22		
Bradford		*		11	*	8			
Brass				*		*			
Brompton									
Bullen				9			*		
Chavez Learning Station									
Dimensions of Learning									
Edward Bain Creative Arts				9		*	*		
Edward Bain Dual Language				*					
Forest Park				67			70		
Frank	*			105		*	62		*
Grant									
Grewenow				13		12			*
Harborside	*			*					
Harvey				11					
Hillcrest	*			*					
Indian Trail				*		5			
Jefferson				8		*			
Jeffery				*					
Kenosha 4K (community sites)									
Kenosha eSchool									
Phoenix Project									
KTEC						*			
LakeView									
Lance				*			*		
Lincoln				*		*			
Mahone				*					
McKinley				*		*			
Nash				*					
Pleasant Prairie				*					
Prairie Lane								†	*
Reuther						*			
Roosevelt									
Somers									
Southport	†			*		*		<u> </u>	
Stocker	†					†		<u> </u>	
Strange	†			11		*			
Tremper	*		*	*		*			
Vernon	†			*		*		<u> </u>	
Washington	1			*					
Whittier	†			*		†		<u> </u>	
Wilson	+			*		*			
TOTAL	5	*	*	300	*	45	157	0	*

IDEA = Students with disabilities

Non-IDEA = Students without disabilities and students with disabilities served solely under Section 504

= Students with disabilities that are provided with services under Section 504 and are not provided with services under the Individuals with Disabilities Education Act (IDEA)



### In recognition of National Hispanic Heritage Month 2023

**WHEREAS**, in 1968 President Lyndon B. Johnson first proclaimed National Hispanic Heritage Week to pay tribute to the contributions of Latinos and Latinas in American culture and the work of early Spanish explorers and settlers; and

**WHEREAS**, this timeframe included the anniversaries of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua on September 15, as well as Mexico's independence on September 16; and

**WHEREAS**, the recognized contributions grew and as such Hispanic Heritage Week was expanded to National Hispanic Heritage Month, which has been celebrated from September 15 through October 15 since 1989; and

**WHEREAS**, Kenosha Unified takes great pride in its diverse student population, with Hispanic students playing a vital role and representing nearly 31.0% of the total student population (per the 2022-23 Third Friday report); and

**WHEREAS**, by observing National Hispanic Heritage Month, we raise awareness of and celebrate the culture and traditions of people whose ancestry can be traced to Spain, Mexico, Central America, and the Caribbean islands; and

**WHEREAS**, corresponding school activities held in September and October, as well as throughout the school year, will educate students about Hispanic cultures, traditions and contributions that have impacted business, law, education, politics, science, the arts and more.

*NOW, THEREFORE, BE IT RESOLVED* that Kenosha Unified School District's Board of Education does hereby adopt this resolution to proclaim September 15 to October 15 as National Hispanic Heritage Month.

**BE IT FURTHER RESOLVED**, that a true copy of this resolution be spread upon the official minutes of the Board of Education.

President, Board of Education		Superintendent of Schools
	Secretary, Board of Education	_
	Members of the Board:	
	Resolution 411	

Resolution 411 August 22, 2023



### En reconocimiento al Mes Nacional de la Herencia Hispana 2023

*CONSIDERANDO*, que en 1968 el presidente Lyndon B. Johnson proclamó por primera vez la Semana Nacional de la Herencia Hispana para rendir homenaje a las contribuciones de los latinos y latinas a la cultura estadounidense y al trabajo de los primeros exploradores y colonos españoles; y

*CONSIDERANDO*, que este plazo incluyó los aniversarios de la independencia de los países latinoamericanos de Costa Rica, El Salvador, Guatemala, Honduras y Nicaragua el 15 de septiembre, así como la independencia de México el 16 de septiembre; y

*CONSIDERANDO*, que las contribuciones reconocidas crecieron y, como tal, la Semana de la Herencia Hispana se expandió al Mes Nacional de la Herencia Hispana, que se celebra del 15 de septiembre al 15 de octubre desde 1989; y

*CONSIDERANDO*, que el Distrito Escolar Unificado de Kenosha se enorgullece de su diversa población estudiantil, con los estudiantes hispanos desempeñando un papel vital y representando casi el 31.0% de la población estudiantil total (según el informe del tercer viernes de 2022-23); y

*CONSIDERANDO*, que, al observar el Mes Nacional de la Herencia Hispana, damos a conocer y celebramos la cultura y las tradiciones de personas cuya ascendencia se remonta a España, México, América Central y las islas del Caribe; y

**CONSIDERANDO**, las actividades escolares correspondientes que se llevan a cabo en septiembre y octubre, así como durante todo el año escolar, educarán a los estudiantes sobre las culturas, tradiciones y contribuciones hispanas que han impactado los negocios, las leyes, la educación, la política, las ciencias, las artes y más.

*AHORA, POR LO TANTO, SE RESUELVE* que la Junta de Educación del Distrito Escolar Unificado de Kenosha por lo presente adopta esta resolución para proclamar del 15 de septiembre al 15 de octubre como el Mes Nacional de la Herencia Hispana.

SE RESUELVE, ADEMÁS, que se distribuya una copia fiel de esta resolución en las actas oficiales de la Junta de Educación.

Presidente, Junta de Educación	_	Superintendente de Escuelas
	Secretario, Junta de Educación	
	Miembros de la Junta:	
	-	
	-	



### In recognition of National Suicide Prevention Awareness Month 2023

**WHEREAS**, the week of September 10-16, 2023, is National Suicide Prevention Week, and September is National Suicide Prevention Month, which is intended to help raise awareness that prevention is possible; treatment is effective; and people do recover; and

*WHEREAS*, according to the Centers for Disease Control and Prevention, suicide is the 2<sup>nd</sup> leading cause of death among people ages 10–34 and increased 4% between 2020 and 2021; and

WHEREAS, in these challenging times messages of hope and healing are more needed than ever; and

**WHEREAS**, Kenosha Unified students, staff and families should be able to access high quality prevention, support, rehabilitation, and treatment services that lead to recovery and a healthy lifestyle; and

**WHEREAS**, the Kenosha Unified Board of Education publicly places our full support behind educators, coaches, advisors, parents/guardians, mental health professionals, health care professionals, police officers, and others as partners in supporting our community; and

**WHEREAS**, the benefits of preventing and overcoming mental health challenges, suicide attempts and loss, and substance abuse are significant and valuable to individuals, families, and our community at large; and

**WHEREAS**, we must encourage relatives, friends, co-workers, and providers to take the time to check on the wellbeing of family, friends and neighbors, recognize the signs of a problem, and guide those in need to appropriate services and supports; and

**NOW, THEREFORE, BE IT RESOLVED** that Kenosha Unified School District's Board of Education does hereby adopt this resolution to proclaim September 10-16 as National Suicide Prevention Week and September as National Suicide Prevention Awareness Month.

**BE IT FURTHER RESOLVED**, that a true copy of this resolution be spread upon the official minutes of the Board of Education.

President, Board of Education		Superintendent of Schools
	Secretary, Board of Education	_
	Members of the Board:	
	_	
	_	

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August 22, 2023

### DONATION TO THE DISTRICT

The district has received the following donation:

1. Doheny's donated \$500 to the Indian Trail High School and Academy DECA Program for their water safety project.

### Administrative Recommendation

Administration requests the Board of Education approve acceptance of the above-listed gift(s), grant(s), or bequest(s) as per Board Policy 1400 to authorize the establishment of appropriate accounts to monitor fiscal activity, to amend the budget to reflect this action and to publish the budget change per Wisconsin Statute 65.90(5)(a).

Dr. Jeffrey Weiss Superintendent of Schools

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### KENOSHA UNIFIED SCHOOL DISTRICT Kenosha, Wisconsin

August 22, 2023

# Tentative Schedule of Reports, Events, and Legal Deadlines for School Board <u>August-September</u>

### <u>August</u>

- August 7, 2023 Frank Elementary Students Report First Day of School
- August 17, 2023 Virtual Executive Session 5:30 P.M.
- August 22-25, 2023 New Instructional Staff Orientation
- August 22, 2023 Regular School Board Meeting 7 P.M.
- August 28, 2023 All Instructional Staff Report
- August 31, 2023 Special Board Meeting 7 P.M.

### <u>September</u>

- September 4, 2023 District Closed for Labor Day
- September 5, 2023 Students Report First Day of School
- September 19, 2023 Public Hearing on Budget, Annual Meeting of Electors, and Special School Board Meeting – 7 P.M. at Indian Trail High School and Academy Auditorium
- September 26, 2023 Regular School Board Meeting 7 P.M.

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