

REGULAR MONTHLY BOARD MEETING

January 24, 2012

7:00 P.M.

REVISED

Educational Support Center Board Meeting Room 3600-52nd Street Kenosha, Wisconsin



Regular School Board Meeting Tuesday, January 24, 2012 Educational Support Center 7:00 P.M. Revised 1/20/12

I.	Pledge of Allegiance								
II.	Roll Call of Members								
III.	Awards								
	•	Introduction of Visit School in Beijing, C	ting Educators From HaiDian Experimental Middle China						
IV.	Adm	inistrative and Super	visory Appointments						
V.	Intro	duction and Welcome	e of Student Ambassador						
VI.	Legi	slative Report							
VII.	Views and Comments by the Public								
VIII.	Remarks by the President								
IX.	Superintendent's Report								
X.	Consent Agenda								
	A.	Consent/Approve	Recommendations Concerning Appointments, Leaves of Absence, Retirements and ResignationsPage 1						
	B.	Consent/Approve	Minutes of 12/20/11, 1/7/12 and 1/16/12 Special Meetings and Executive Sessions, 12/20/11 Regular Meeting and 1/7/12 Special Meeting						
	C.	Consent/Approve	Summary of Receipts, Wire Transfers and Check Registers Pages 13-14						

SCHOOL BOARD AGENDA Page 2 January 24, 2012 - **Revised**

XI.	Old I	Old Business										
	A.	Discussion/Action	2010-11 Annual Report Card Pages 15-19 (Also see link to complete report on page 20)									
	B.	Discussion	2010-11 Financial Audit Report Page 20									
	C.	Discussion/Action	Resolution Authorizing The Issuance and Sale of \$9,260,000 Taxable General Obligation Refunding Bonds, Series 2012 Pages 21-48									
XII.	New	Business										
	A.	Discussion/Action	Ratification of Memorandum Of Understanding For The Collective Bargaining Agree- ment Between the Kenosha Unified School District and S.E.I.U. Local No. 168									
	B.	Discussion/Action	School Board Policy 8411 - Appointment of School Board OfficersPages 50-51 (First Reading)									
	C.	Discussion/Action	Donations to the DistrictPage 52									
XIII.	Other Business as Permitted by Law Tentative Schedule of Reports, Events and Legal Deadlines For School Board (January-February)											
XIV.	Predetermined Time and Date of Adjourned Meeting, If Necessary											
XV.	Adjournment											

Kenosha Unified School District No. 1 Kenosha, Wl January 24, 2012

The Human Resources recommendations regarding the following actions:

Action	Board Date	co	Staff	Last Name	First Name	School/Dept	Position	Effective Date	1	Salary	Reason	Step / Level	Letter or Contract
Early Retirement	1/10/12		Service	Strangberg	Cynthia	Facility Services	Head Custodian	2/15/12	19	\$21.72	Early Retirement		Contract
Early Retirement	1/24/12	**	Instructional	Davis	Linda	KTEC	Grade 1	1/27/12	21	\$74,693.00	Early Retirement	M30 Step 15	Contract
Appointment	1/24/12	**	Miscellaneous	Rosales	Linda	Vernon	Aims Specialist 1	1/16/12	0	\$13.92	Appointment		Contract
Separation	1/24/12	**	Service	Ade	Margaret	Facility Services	Night Custodian - Second Shift	12/31/11	12	\$20.10	Separation		Contract
Separation	1/24/12	**	Instructional	Rohloff	Debbie	Human Resources	Teacher on Leave	12/21/11	19	\$30,065.00	Separation	B24 Step 14	Contract

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SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD DECEMBER 20, 2011

A special meeting of the Kenosha Unified School Board was held on Tuesday, December 20, 2011, in the Small Board Room 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 5:17 P.M. with the following members present: Mrs. Taube, Mr. Nuzzo, Mr. Gallo, Ms. P. Stevens, and Mrs. Snyder. Dr. Hancock and Attorney Krawczyk were also present. Mr. Bryan and Ms. R. Stevens were excused.

Mrs. Snyder, President, opened the meeting by announcing that this was a special meeting of the School Board of the Kenosha Unified School District No. 1. 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. Snyder announced that an executive session had been scheduled to follow this special meeting for the purpose of Litigation; Personnel: Problems; and Collective Bargaining Deliberations.

Ms. P. Stevens moved that this executive session be held. Mr. Nuzzo seconded the motion.

Roll call vote. Ayes: Mrs. Taube, Mr. Nuzzo, Mr. Gallo, Ms. P. Stevens, and Mrs. Snyder. Noes: None. Unanimously approved.

Ms. P. Stevens moved to adjourn to executive session. Mr. Nuzzo seconded the motion. Unanimously approved.

1. <u>Litigation</u>

Attorney Krawczyk updated Board members on the CDO matter.

Mrs. Glass arrived at 5:25 P.M.

Attorney Krawczyk was excused at 6:05 P.M.

2. Collective Bargaining Deliberations

Mrs. Osborne-Short and Mr. Vaillancourt arrived at 6:08 P.M. and discussion on collective bargaining deliberations followed.

Mrs. Osborne-Short and Mr. Vaillancourt were excused at 6:20 P.M.

Meeting adjourned at 6:36 P.M.

Stacy Schroeder Busby School Board Secretary

REGULAR MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD DECEMBER 20, 2011

A regular meeting of the Kenosha Unified School Board was held on Tuesday, December 22, 2011, at 7:00 P.M. in the Board Room of the Educational Support Center. Mrs. Snyder, President, presided.

The meeting was called to order at 7:02 P.M. with the following Board members present: Mrs. Taube, Mr. Nuzzo, Mr. Gallo, Ms. P. Stevens, Mr. Bryan, and Mrs. Snyder. Dr. Hancock was also present. Ms. R. Stevens was excused.

Mrs. Snyder, President, opened the meeting by announcing that this was a regular meeting of the School Board of Kenosha Unified School District No. 1. 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 at the Superintendent's office. Anyone desiring information as to forthcoming meetings should contact the Superintendent's office.

Mr. Gary Vaillancourt, Chief of Communications, presented the National Board Certified Teacher Achievement Awards and the Associated Press' State Football Coach of the Year Award.

There were no Administrative or Supervisory Appointments.

Ms. P. Stevens introduced the Student Ambassador, Ashley Schmidt, from Indian Trail High School and Academy and she made her comments.

There was no Legislative Report.

Views and comments were made by the public.

Mrs. Snyder made her remarks.

Dr. Hancock gave the Superintendent's Report which included a presentation on "Reality, Trust and Our Children" that covered the following topics: KUSD Reality, How Did We Get Here? (Internal and External Forces), District Deficit, What is Undifferentiated Curriculum?, Trust: The Role of the Superintendent, Current Budget Trends, How Did We Get to the Estimated \$28M Figure for Next Year?, What Are We Doing About the Estimated \$28M deficit?, Operating Fund Expenses, Blame Game, Our Children, and Class Size – Return on Investment (ROI).

Consent-Approve item X-F – Policy/Rule 6300 – Curriculum Development and Improvement and Administrative Regulation 6300 was pulled from the consent agenda.

The Board then considered the following Consent-Approve items:

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

Consent-Approve item X-B – Minutes of the 11/22/11 and 12/06/11 Special Meetings and Executive Sessions and the 11/22/11 Regular Meeting as presented in the agenda.

Consent-Approve item X-C – Summary of Receipts, Wire Transfers and Check Registers submitted by Ms. Heather Kraeuter, Accounting Supervisor; Mrs. Tina Schmitz, Director of Finance; Mrs. Sheronda Glass, Assistant Superintendent of Business Services; and Dr. Hancock, excerpts follow:

"It is recommended that the November 2011 cash receipts deposits totaling \$2,694,761.14, and cash receipt wire transfers-in totaling \$4,058,667.57, be approved.

Check numbers 475191 through 476252 totaling \$3,483,188.37, and general operating wire transfers-out totaling \$79,220.19, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the November 2011 net payroll and benefit EFT batches totaling \$16,656,475.07, and net payroll check batches totaling \$35,456.85, be approved."

Consent-Approve item X-D – Waiver of Policy 1330 – Use of District Facilities submitted by Mrs. Glass and Dr. Hancock, excerpts follow:

"The Kenosha Achievement Center (KAC) is requesting a waiver of user fees for the Jane Vernon pool facilities on August 17th, August 24th, August 31st, and September 7, 2011 for their Day Service Program which provides adults with severe disabilities recreation and leisure opportunities that include community integration outings.

The rental fee is \$166.00. Any additional custodial fees and/or lifeguard fees will be the responsibility of KAC and the \$20.00 permit filing fee has been paid.

At the December 6, 2011 Audit/Budget/Finance Standing Committee meeting, the Committee voted to forward the request from KAC for waiver of rental fees in the amount of \$166.00 for the use of the Jane Vernon pool to the full Board for formal approval.

Administration recommends that the School Board approve the request from KAC for waiver of rental fees in the amount of \$166.00 for the use of the Jane Vernon pool."

Consent-Approve item X-E – Policy/Rule 3420 – Purchasing submitted by Mrs. Glass, Mrs. Schmitz, and Dr. Hancock, excerpts follow:

"Kenosha Unified School District Policy/Rule 3420 addresses purchasing of supplies, equipment and services. As part of the District's transformation design, all policies and procedures that impact the finances of the District are considered for improvement in an effort to tighten controls.

Currently the policy lacks direction on signing authority for contracts or agreements for purchases of equipment and services. No other policy or rule defines signing authority, except Policy 3311 "Authorized Signatures" that authorizes the Board President, Clerk and

Treasurer to sign checks for expenditures. The changes to Policy/Rule 3420 designates authorized signers, and lowers the authorized amount from \$50,000 to \$25,000.

At its November 8, 2011 meeting, the Personnel/Policy and Audit, Budget and Finance Committees both unanimously voted to forward the proposed Policy/Rule 3420 to the full Board for a first and second reading at its November 22, 2011 and December 20, 2011 regular meetings. The Board approved revised Policy/Rule 3420 as a first reading on November 22, 2011. Administration recommends that the Board approve revised Policy/Rule 3420 – Purchasing as a second reading this evening."

Consent-Approve item X-G – Policy/Rule 6621 – Interlibrary Loan Procedures submitted by Ms. Ann Fredriksson, Coordinator of Library Media and Technology; Ms. Diane Kastelic, Teacher Consultation for Library Media; Mrs. Vickie Brown-Gurley, Assistant Superintendent of Teaching and Learning; and Dr. Hancock, excerpts follow:

"Information from Policy and Rule 6621, Interlibrary Loan Procedures, is available with detail in the KUSD Library Services, My Big Campus. This resource is online and available to all library media teachers who are responsible for interlibrary loans.

Destiny library software which is connected to the KUSD student information system is an efficient online process available to faculty, middle and high school students, parents and community members to request materials. Approximately 250 to 300 loan requests are received each day.

Written information from Policy and Rule 6621 is found in the Teaching and Learning Handbook. Software changes that typically occur every six months will be updated immediately on line. Therefore, the recommendation is to remove Policy and Rule 6621.

At the November 8, 2011 standing committee meetings, the Personnel/Policy and Curriculum/Program committees voted to forward the recommendation relative to Policy 6621 to the School Board for consideration. The Board approved Administration's recommendation to eliminate Policy and Rule 6621 and placement of the information in the Teaching and Learning Handbook and the KUSD web site as a first reading on November 22, 2011. Administration recommends that the School Board approve removal of Policy and Rule 6621, Interlibrary Loan as a second reading this evening."

- Ms. P. Stevens moved to approve the consent agenda as revised. Mr. Nuzzo seconded the motion. Unanimously approved.
- Mr. Patrick Finnemore presented the Proposed Charter School Relocations submitted by Ms. Karen Davis, Assistant Superintendent of Elementary School Leadership; Mr. Daniel Tenuta, Assistant Superintendent of Secondary School Leadership; Mrs. Glass, Mr. Finnemore, and Dr. Hancock, excerpts follow:

"Over the past year, Administration has evaluated alternatives for the locations of three of our charter schools: Brompton School, Harborside Academy and Paideia Academy. A number of options were considered, but the overwhelming choice is to relocate Harborside and Paideia into the Reuther building and to relocate Brompton into the Jane Vernon building.

This report was reviewed by the Planning, Facilities and Equipment Committee at their meeting on December 6, 2011. There were some concerns raised by some of the Committee members about where the Infant Lab was being proposed to be located within Indian Trail. The Committee recommended that this report be forwarded on to the full Board for consideration on a 3-2 vote based on that concern. We are re-evaluating the location of where the Infant Lab and SAPAR programs will be located within Indian Trail and will finalize the design over the course of the next month with input from the Kenosha Fire Department.

Administration recommends Board approval of the relocation of the Harborside, Paideia and Brompton charter schools as outlined in this report."

- Ms. P. Stevens moved for approval of the relocation of the Harborside, Paideia and Brompton charter schools as outlined in the report. Mr. Bryan seconded the motion. Unanimously approved.
 - Ms. P. Stevens presented the Donations to the District as presented in the agenda.
- Ms. P. Stevens moved to approve the Donations to the District as presented in the agenda. Mr. Bryan seconded the motion. Unanimously approved.
- Dr. Hancock presented the Approval of the CDO Lawsuit Agreement submitted by Mrs. Glass and Dr. Hancock, excerpts follow:

"Based on advice of legal counsel, it is recommended that the Board approve the following motion:

Be it resolved that the School Board of Kenosha Unified School District approves an agreement to settle certain claims related to the CDO lawsuit."

Mrs. P. Stevens moved that it be resolved that the School Board of Kenosha Unified School District authorize Dr. Michele Hancock to approve an agreement to settle certain claims related to the CDO lawsuit. Mr. Bryan seconded the motion. Unanimously approved.

Mrs. Brown-Gurley presented Policy/Rule 6300 – Curriculum Development and Improvement and Administrative Regulation 6300 submitted by Mrs. Brown-Gurley and Dr. Hancock, excerpts follow:

"Information contained within Policy and Rule 6300 and Administrative Regulation 6300 that pertains to curriculum development will be revised to reflect current practice while keeping in line with State Statutes. This information will be included in the Teaching and Learning Handbook that will be readily assessable to staff.

At the November 8, 2011 standing committee meetings, the Personnel/Policy and Curriculum/Program committees voted to forward the proposed revisions to Policy 6300 to

the School Board for consideration. The Board approved revised Policy 6300 as a first reading on November 22, 2011, with additional wording at the end of paragraph 3.

Administration recommends that the School Board approve revisions to Policy and Rule 6300, Curriculum Development and Improvement, and removal of Administrative Regulation 6300 as a second reading this evening."

Ms. P. Stevens moved to remove the wording "and School Board" at the end of paragraph 3 and approve the revisions to Policy and Rule 6300, Curriculum Development and Improvement, and removal of Administrative Regulation 6300 as a second reading. Mr. Nuzzo seconded the motion. Motion carried. Mrs. Taube and Mr. Bryan dissenting.

Meeting adjourned at 8:20 P.M.

Stacy Schroeder Busby School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD ON JANUARY 7, 2012

A special meeting of the Kenosha Unified School Board was held on Saturday, January 7, 2012, in the Small Board Room 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 9:04 A.M. with the following members present: Mrs. Taube, Mr. Nuzzo, Mr. Gallo, Mr. Bryan, and Mrs. Snyder. Dr. Hancock was also present. Ms. R. Stevens and Ms. P. Stevens were excused.

Mrs. Snyder, President, opened the meeting by announcing that this was a special meeting of the School Board of the Kenosha Unified School District No. 1. 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. Snyder announced that an executive session had been scheduled to follow this special meeting for the purpose of Personnel: Evaluation Consideration.

Mr. Gallo moved that this executive session be held. Mr. Bryan seconded the motion.

Roll call vote. Ayes: Mrs. Taube, Mr. Nuzzo, Mr. Gallo, Mr. Bryan, and Mrs. Snyder. Noes: None. Unanimously approved.

Mr. Bryan moved to adjourn to executive session. Mr. Gallo seconded the motion. Unanimously approved.

1. Personnel: Evaluation Consideration

Dr. Hancock discussed items related to her evaluation process with Board members.

Meeting adjourned at 9:30 A.M.

Stacy Schroeder Busby School Board Secretary

A SPECIAL MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD JANUARY 7, 2012

A special meeting of the Kenosha Unified School Board was held on Saturday, January 7, 2012, at 9:30 A.M. in the Board Meeting Room at the Educational Support Center. The purpose of the meeting was for Discussion/Action on the 2012 WASB Resolutions, Discussion on the Board Policy Process, Discussion on Board Member Conference Reports, and Discussion on the Board Self-Assessment.

The meeting was called to order at 9:35 A.M. with the following members present: Mrs. Taube, Mr. Nuzzo, Mr. Gallo, Mr. Bryan, and Mrs. Snyder. Dr. Hancock was also present. Ms. R. Stevens and Ms. P. Stevens were excused.

Mrs. Snyder, President, opened the meeting by announcing that this was a special meeting of the School Board of the Kenosha Unified School District No. 1. Notice of this special meeting was given to the public by forwarding a copy of the notice to all requesting radio stations and newspapers.

Mr. Bryan presented the WASB Resolutions and indicated that as the delegate to the WASB Delegate Assembly he would like direction in reference to voting on the resolutions.

Resolutions 12-02, 12-03, 12-04, 12-06, 12-07, 12-08, 12-11, and 12-16 were pulled for discussion.

Mr. Nuzzo moved to have the delegate vote in support of the Resolutions not pulled for discussion. Mr. Bryan seconded the motion. Unanimously approved.

Resolution 12-02 was discussed.

Mrs. Taube moved that the delegate vote not to support Resolution 12-02. Mr. Bryan seconded the motion. Mr. Bryan withdrew his second and Mrs. Taube withdrew her motion.

Mr. Nuzzo moved that the delegate vote in support of Resolution 12-02. Mr. Gallo seconded the motion. Unanimously approved.

Resolution 12-03 was discussed.

Mr. Nuzzo moved that the delegate vote in support of Resolution 12-03. Mr. Gallo seconded the motion. Unanimously approved.

Resolution 12-04 was discussed.

Mr. Nuzzo moved that the delegate vote in support of Resolution 12-04. Mr. Gallo seconded the motion. Unanimously approved.

Resolution 12-06 was discussed.

Mr. Nuzzo moved that the delegate vote in support of Resolution 12-06. Mr. Gallo seconded the motion. Unanimously approved.

Resolutions 12-07 and 12-08 were discussed.

Mr. Gallo moved that the delegate vote in support of Resolutions 12-07 and 12-08. Mr. Nuzzo seconded the motion. Unanimously approved.

Resolution 12-11 was discussed.

Mr. Gallo moved that the delegate vote in support with WASB in opposition of Resolution 12-11. Mr. Nuzzo seconded the motion. Unanimously approved.

Resolution 12-16 was discussed.

Mr. Bryan moved that the delegate vote in support of Resolution 12-16. Mr. Nuzzo seconded the motion. Unanimously approved.

Dr. Hancock presented the Board Policy Process and there were no objections, excerpts follow:

"The impetus for the development of or revision to a school board policy comes from varies sources. There may be an incident or occurrences that spark the attention of the board to develop a policy that defines their belief and expected action for future incidences, a mandate resulting from state legislation or a need to update policies with current practices. The creation or changes in policy is a fluid process consisting of several drafts and revisions based on input from various resources. The structure in place is designed to insure sufficient time for committee work as well as employee input, public opinion and board deliberation. Ultimately, it is only after a second reading and vote of approval from the full school board that a policy is enacted. School board policy 8510 outlines these actions. As described below this process typically occurs over a period of three months.

Individuals that work closely with the area of concern meet to discuss the issue, review other district policies, and draft language for the policy. Depending on the nature or depth of the policy, this process may require input from several groups, i.e. principals, teachers, parents, etc. This may occur through several meetings, e-mails or in some situations a superintendent appointed committee.

The assistant superintendent of the area reviews the draft language and may deem it necessary to seek legal opinion of the language and ramifications when the policy becomes practice. Leadership Council reviews policies and the Superintendent asks that a board report containing the new or revised policy be placed on the Personnel and Policy Standing Committee of the Board. Depending on the particular policy, it may also appear on other Standing Committee agendas as appropriate. Rationale for the policy language is presented and discussion occurs with the authors and committee members. The chair of the committee can also accept comments from the audience at that time. The committee may request additional information, suggest

changes, and/or recommend that the policy be placed on a regular school board agenda. The first time it appears before the board is considered a first reading. Comments regarding the policy are heard through the public comments portion of the board meeting and during the presentation of the report and policy. The board at this meeting may request more information, suggest language changes, and/or approve the policy on the first reading. The policy will appear on a subsequent agenda of the full board for a second reading. In-between the meetings clarifications and discussions continue and changes can still occur as a result of input from various resources. The board may request clarification or changes prior to approval on a second reading. Once the second reading vote of approval occurs, the new or revised policy is in effect, notification is given to relevant groups and it is posted on the district's web site. a flow chart showing the board policy Attached are the following documents: development and revision cycle, a spreadsheet showing various policies for review and possible revision during the 2011/12 school year, proposed revisions to Policy 8510 which incorporate wording reflecting the standing committee role in policy development and revision, and a sample of Teaching and Learning Procedural Handbook."

Mr. Bryan distributed and discussed his Conference Report in regards to the WASB Legislative Advocacy Conference which included the following topics: Wisconsin's Political Landscape After the Recalls, Community Engagement to Support Strong Public Schools, and Sharpening Your District's Legislative Advocacy.

Mr. Gallo distributed and discussed his Conference Report in regards to the WASB Operating Under the New Collective Bargaining Law which included the following topics: Teacher Evaluation, Investigating Employee Misconduct, Teacher Contract Renewals, Implementation of the Statutory Grievance Process, Employment Discrimination Under the Wisconsin Fair Employee Act, Implementing Employee Handbooks from the Human Resource Director's Perspective, and Teacher Salary Schedules.

Mrs. Snyder distributed and discussed the compiled results from the last Board Self-Assessment.

Meeting adjourned at 11:50 A.M.

Stacy Schroeder Busby School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD ON JANUARY 16, 2012

A special meeting of the Kenosha Unified School Board was held on Monday, January 16, 2012, in the Board Room 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 5:04 P.M. with the following members present: Mr. Nuzzo, Mr. Gallo, Ms. P. Stevens, Mr. Bryan, and Mrs. Snyder. Dr. Hancock, Ms. Davis, Mr. Tenuta, Mrs. Glass, Mrs. Osborne-Short, Mrs. Schmitz, Mr. Lattimore, Mr. Finnemore, Mr. Vaillancourt, and Ms. Valeri were also present. Ms. R. Stevens arrived later. Ms. Taube was excused.

Mrs. Snyder, President, opened the meeting by announcing that this was a special meeting of the School Board of the Kenosha Unified School District No. 1. 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. Snyder announced that an executive session had been scheduled to follow this special meeting for the purpose of Collective Bargaining Deliberations.

Ms. P. Stevens moved that this executive session be held. Mr. Bryan seconded the motion.

Roll call vote. Ayes: Mr. Nuzzo, Mr. Gallo, Ms. P. Stevens, Mr. Bryan, and Mrs. Snyder. Noes: None. Unanimously approved.

Ms. P. Stevens moved to adjourn to executive session. Mr. Bryan seconded the motion. Unanimously approved.

1. Collective Bargaining Deliberations

Discussion took place regarding collective bargaining issues.

Ms. R. Stevens arrived at 6:06 P.M.

Ms. Davis, Mr. Tenuta, Mr. Lattimore, Mr. Finnemore, and Ms. Valeri were excused at 6:30 P.M.

Meeting adjourned at 7:15 P.M.

Stacy Schroeder Busby School Board Secretary

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Kenosha Unified School District No. 1 Kenosha, Wisconsin Summary of Cash Receipts and Disbursements January 24, 2012

CASH RECEIPTS	reference	total	
December 2011 Wire Transfers-In, to Johnson Ba	nk from:		
WI Department of Public Instruction	aids register receipts	\$ 30	6,764,386.90
Johnson Bank	account interest		3.29
Bankcard Services	food services credit card receipts (net of fees) school credit card receipts		139,799.50
Wind River Financial	(net of fees)		2,598.17
Retired & Active Leave Benefit Participants	premium reimbursements		23,066.75
Various Sources	small miscellaneous grants / refunds / rebates		7,743.84
Total Incoming Wire Transfers		\$ 30	6,937,598.45
December 2011 Deposits to Johnson Bank - All F	unds:		
General operating and food services receipts	(excluding credit cards)	\$	618,495.59

\$ 37,556,094.04

CASH DISBURSEMENTS	reference	total
December 2011 Wire Transfers-Out, from Johns	son Bank to:	
payroll & benefit wires	net payrolls by EFT	
Individual Employee Bank Accounts	(net of reversals)	\$ 7,634,479.53
WI Department of Revenue	state payroll taxes	884,526.68
WI Department of Revenue	state wage attachments	4,703.81
IRS	federal payroll taxes	4,067,020.80
Diversified Benefits Services	health retirement account claims	253,296.80
Diversified Benefits Services	flexible spending account claims	21,023.99
Employee Trust Funds WRS	wisconsin retirement system	1,889,716.75
Delta Dental WI	dental insurance premiums	91,009.62
FICA Alternative	federal payroll taxes	7,280.81
Burkwald & Associates	management fee	33,686.80
Various general operating wires	TSA payments	524,484.29
Elan Financial	elan p-card payment	63,879.04
Aegis	workers' compensation payment	50,000.00
Kenosha Area Business Alliance	lease payment	17,453.54
Harland Clarke	banking supplies	104.88
Various	returned checks	169.37
Total Outgoing Wire Transfers		\$ 15,542,836.71
December 2011 Check Registers - All Funds:		
Net payrolls by paper check	Register# 01025-DP, 01026-DP	\$ 14,652.05
General operating and food services	Check #476253 thru Check #477666	8,774,186.88
Total Check Registers		\$ 8,788,838.93
TOTAL December CASH DISBURSEMENTS		\$ 24,331,675.64

TOTAL December CASH RECEIPTS

Administrative Recommendation

It is recommended that the December 2011 cash receipts deposits totaling \$618,495.59, and cash receipt wire transfers-in totaling \$36,937,598.45, be approved.

Check numbers 476253 through 477666 totaling \$8,774,186.88, and general operating wire transfers-out totaling \$131,606.83, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the December 2011 net payroll and benefit EFT batches totaling \$15,411,229.88, and net payroll check batches totaling \$14,652.05, be approved.

Dr. Michele Hancock Superintendent of Schools Sheronda Glass Assistant Superintendent of Business Services

Tina M. Schmitz Chief Financial Officer Heather J. Kraeuter, CPA Accounting Supervisor

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

January 24, 2012

2010-11 Annual Report Card

Executive Summary

The 2010-11 Kenosha Unified School District Annual Report Card is being submitted by the Office of Educational Accountability to comply with School Board Policy 2110, State Statute 115.38, and the No Child Left Behind (NCLB) Act of 2001. NCLB seeks to raise the bar for school districts by demonstrating adequate yearly progress in terms of meeting learning expectations for all students. The Kenosha Unified School District (KUSD) consistently strives to reach academic success for all students at every grade level and is committed to high student performance on all measures of academic achievement.

The Annual Report Card (ARC) disaggregates the following items by NCLB student sub-groups: student enrollment and demographic information, standardized testing, mobility and stability rates, and other performance indicators (including attendance, suspension, retention, truancy, dropout, expulsion, graduation, Advanced Placement, Youth Options, and Mandatory Extended Year Summer School). The report further summarizes student achievement by NCLB objectives and School Board approved academic indicators. *Please note that student subgroup names (i.e. "Black", "Students with Disabilities", "Economically Disadvantaged", etc.) are consistent with those reported by the Wisconsin Department of Public Instruction (DPI) and are required by the NCLB. Additionally, it should be noted that the terms "minority" and "majority" are also consistent with current NCLB terminology.*

The reviewer of this report is advised that the data used to report student achievement in the Annual Report Card are time sensitive. For example, enrollment data were based on the official Third Friday enrollment count collected every year in September and may have changed since that time. Other data, such as test results, were collected at the time the data were available. In addition, numerous performance indicators were extracted from the SPR (School Performance Report), ISES (Individual Student Enrollment System), and WSLS (Wisconsin Student Locator System), which have been submitted to the Wisconsin DPI but have not yet been verified by DPI. Therefore, reviewers should note that there may be some slight variances in the reported student achievement data when the SPR is returned in its verified form to KUSD.

Significant Findings

- Hispanic students registered the largest increase in the percent of the total student enrollment, from 11.8% in SY 2000-01 (2,382 students) to 22.5% (5,202 students) in SY 2010-11. Black students also reported an increase in the percent of the total student enrollment, from 13.1% (2,636 students) to 15.7% (3,636 students).
- For SY 2010-11, 48.88% of KUSD students were eligible to participate in the federally funded Free/Reduced Lunch Program, an increase of +2.58% when compared to the previous year. (*NOTE: These figures were calculated based on the Official Second Friday Enrollment Count on January 14*, 2011.)

At every grade level, "students of color", students with disabilities, economically disadvantaged students, and ELL students reported lower percents of students who were proficient or advanced in both Reading and Mathematics on the WSAS (Wisconsin Student Assessment System) - Wisconsin Knowledge and Concepts Examination (WKCE) and the Wisconsin Alternate Assessment (WAA). Only FAY (full academic year) students were included for these comparisons.

WKCE/WAA - Percent of FAY Students Proficient/Advanced – 2010-11											
Reading											
	Black	Hispanic	White	Student w/Dis	Not Disabled	Econ Disadv	Not Econ Disadv	ELL	Not ELL	KUSD	STATE
Grade 3	64.3%	70.0%	86.0%	34.5%	85.1%	69.1%	89.3%	63.8%	81.0%	79.1%	80.1%
Grade 4	61.7%	71.6%	88.0%	41.0%	85.4%	68.0%	92.0%	54.3%	83.1%	79.6%	83.0%
Grade 5	66.1%	75.1%	91.7%	46.3%	88.8%	72.7%	94.0%	60.1%	86.4%	83.7%	84.5%
Grade 6	73.2%	79.0%	91.2%	46.2%	90.8%	78.3%	93.1%	66.3%	87.7%	85.6%	86.2%
Grade 7	74.8%	77.2%	91.9%	42.7%	92.6%	77.3%	94.1%	65.1%	88.5%	86.0%	86.6%
Grade 8	67.9%	76.8%	92.3%	44.3%	90.6%	75.3%	93.0%	60.3%	87.4%	84.6%	86.5%
Grade 10	48.3%	55.3%	79.4%	24.1%	76.5%	56.6%	79.5%	26.6%	73.6%	70.4%	74.7%
				I	Mathema	atics					
	Black	Hispanic	White	Student w/Dis	Not Disabled	Econ Disadv	Not Econ Disadv	ELL	Not ELL	KUSD	STATE
Grade 3	54.6%	61.4%	81.5%	40.2%	76.9%	62.1%	83.4%	58.9%	74.3%	72.6%	74.0%
Grade 4	61.3%	75.8%	87.3%	49.8%	85.0%	70.5%	91.0%	65.4%	82.4%	80.4%	79.3%
Grade 5	63.0%	74.8%	90.4%	51.6%	86.7%	70.8%	93.5%	65.0%	84.5%	82.5%	79.4%
Grade 6	60.4%	71.7%	88.5%	42.4%	85.1%	69.9%	90.6%	56.6%	83.0%	80.1%	79.9%
Grade 7	61.8%	73.0%	88.3%	37.9%	87.0%	69.3%	90.9%	58.4%	83.1%	80.4%	79.2%
Grade 8	57.4%	69.7%	87.6%	40.4%	84.2%	66.5%	89.4%	53.7%	82.2%	78.6%	78.3%
Grade 10	32.1%	40.3%	75.2%	26.7%	67.4%	42.1%	76.2%	17.4%	65.9%	62.6%	70.8%

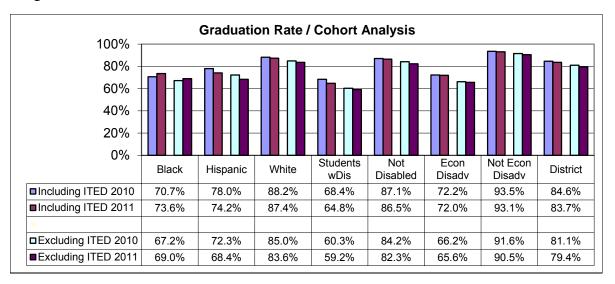
 $(WKCE-Wisconsin\ Knowledge\ and\ Concepts\ Examination,\ WAA-Wisconsin\ Alternate\ Assessment,\ FAY-Full\ academic\ year)$

In Reading, the greatest decreases in the achievement gap occurred in grade 3 (from 25.4% to 20.2% between economically disadvantaged and not economically disadvantaged students, and from 21.8% to 17.2% between ELL and not ELL students), and in grade 5 (from 21.4% to 16.6% between Hispanic and White students). In Mathematics, the greatest decreases in the gap occurred in grade 3 (from 25.8% to 21.3% between economically disadvantaged and not economically disadvantaged students), in grade 4 (from 17.0% to 11.5% between Hispanic and White students) and in grade 10 (from 50.9% to 34.1% between economically disadvantaged and not economically disadvantaged students).

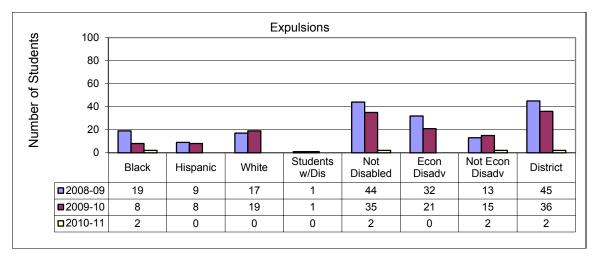
WKCE/WAA - Minority/Majority Achievement Gap Based on the Percent of Students Proficient or Above						
			Reading M			
		<u>2009-10</u>	<u>2010-11</u>	2009-10	<u>2010-11</u>	
Grade 3	Gap - Black/White	-19.2%	-21.7%	-30.5%	-26.9%	
	Gap - Hispanic/White	-18.9%	-16.0%	-20.6%	-20.1%	
	Gap - Student wDis/Not Dis	-41.3%	-50.6%	-32.0%	-36.7%	
	Gap - Econ Dis/Not Econ Dis	-25.4%	-20.2%	-25.8%	-21.3%	
	Gap – ELL/Not ELL	-21.8%	-17.2%	-18.8%	-15.4%	
Grade 4	Gap - Black/White	-20.0%	-26.3%	-29.1%	-26.0%	
	Gap - Hispanic/White	-16.6%	-16.4%	-17.0%	-11.5%	
	Gap - Student wDis/Not Dis	-41.0%	-44.4%	-28.6%	-35.2%	
	Gap - Econ Dis/Not Econ Dis	-21.9%	-24.0%	-23.8%	-20.5%	
	Gap – ELL/Not ELL	-20.9%	-28.8%	-17.6%	-17.0%	
Grade 5	Gap - Black/White	-18.1%	-25.6%	-25.0%	-27.4%	
	Gap - Hispanic/White	-21.4%	-16.6%	-15.8%	-15.6%	
	Gap - Student wDis/Not Dis	-46.3%	-42.5%	-30.6%	-35.1%	
	Gap - Econ Dis/Not Econ Dis	-23.0%	-21.3%	-15.9%	-22.7%	
	Gap – ELL/Not ELL	-25.7%	-26.3%	-16.7%	-19.5%	
Grade 6	Gap - Black/White	-12.7%	-18.0%	-25.4%	-28.1%	
	Gap - Hispanic/White	-13.4%	-12.2%	-11.2%	-16.8%	
	Gap - Student wDis/Not Dis	-47.1%	-44.6%	-43.3%	-42.7%	
	Gap - Econ Dis/Not Econ Dis	-17.9%	-14.8%	-21.8%	-20.7%	
	Gap – ELL/Not ELL	-19.1%	-21.4%	-11.4%	-26.4%	
Grade 7	Gap - Black/White	-18.8%	-17.1%	-26.1%	-26.5%	
	Gap - Hispanic/White	-15.1%	-14.7%	-14.2%	-15.3%	
	Gap - Student wDis/Not Dis	-40.0%	-49.9%	-38.3%	-49.1%	
	Gap - Econ Dis/Not Econ Dis	-14.1%	-16.8%	-16.2%	-21.6%	
	Gap – ELL/Not ELL	-24.5%	-23.4%	-21.9%	-24.7%	
Grade 8	Gap - Black/White	-23.7%	-24.4%	-31.3%	-30.2%	
	Gap - Hispanic/White	-15.4%	-15.5%	-13.7%	-17.9%	
	Gap - Student wDis/Not Dis	-48.9%	-46.3%	-43.1%	-43.8%	
	Gap - Econ Dis/Not Econ Dis	-18.0%	-17.7%	-21.3%	-22.9%	
	Gap – ELL/Not ELL	-26.3%	-27.1%	-14.6%	-28.5%	
Grade 10	Gap - Black/White	-31.2%	-31.1%	-43.8%	-43.1%	
	Gap - Hispanic/White	-22.0%	-24.1%	-24.4%	-34.9%	
	Gap - Student wDis/Not Dis	-45.1%	-52.4%	-36.7%	-40.7%	
	Gap - Econ Dis/Not Econ Dis	-23.1%	-22.9%	-50.9%	-34.1%	
	Gap – ELL/Not ELL	-42.7%	-47.0%	-32.2%	-48.5%	

- On the ACT Assessment college entrance examination, KUSD (21.2) continued to outperform the nation (21.1) in the average composite score. White students (22.0), not disabled students (21.3), and not economically disadvantaged students (22.0) exhibited higher scores than the Black students (18.0), Hispanic students (18.6), students with disabilities (16.5), and economically disadvantaged students (18.7). The District goal of 22.0 was missed for this reporting period.
- Average daily attendance for students increased slightly, from 93.5% in SY 2009-10 to 93.7% in SY 2010-11. Additionally, the rates had a declining trend as students progressed from elementary to middle school and again when students moved on to high school. The district did not meet the School Board approved goal of 95.00%.

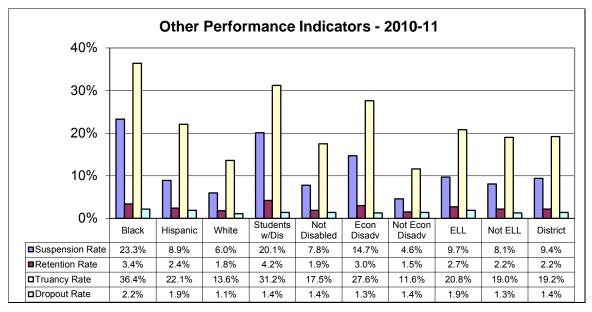
- Federal Title I regulations were revised in October 2008 establishing a 4-Year Adjusted Cohort Graduation Rate formula that must be used nationally beginning with the SY 2009-10 graduation rates. The DPI calculated 4-year graduation rate for 2009-10 was 80.0%. *However, DPI has not yet provided the graduation rate for SY 2010-11*.
- The District-wide cohort graduation rate decreased from 81.1% to 79.4% when "ITED" graduates were *excluded* and decreased slightly from 84.6% to 83.7% when "ITED" graduates were *included*. Black students reported an increase in their rates when compared to the prior school year, both when *excluding* and *including* "ITED" graduates. However, all other student groups reported a modest decrease. The goals of 100.0% when *excluding* "ITED" graduates and 100.0% when *including* "ITED" graduates was therefore not met.



The number of expulsions decreased in each of the reported student subgroups. Overall, the number of students expelled from KUSD decreased from 45 students in SY 2008-09 to 36 in SY 2009-10 to only two students in SY 2010-11.



Black students reported the highest suspension, truancy, and dropout rates. Students with disabilities reported the highest retention rate. White, not disabled, and not economically disadvantaged students achieved the lowest suspension, retention, truancy, and dropout rates.



Please note that the rates above have <u>not</u> yet been verified by DPI and may be slightly different when official rates are published by DPI.

Administrative Recommendation

On January 10, 2012 the Personnel/Policy and the Curriculum/Program Standing Committees accepted the 2010-2011 Annual Report Card and recommended it be forwarded to the full School Board for approval. Administration recommends that the School Board review and accept the 2010-2011 Annual Report Card. Additionally, Administration recommends that the Office of Educational Accountability (OEA) continue to monitor student achievement related to academic indicators and submit the 2011-12 Annual Report Card to the School Board in January 2013.

Dr. Michele Hancock Superintendent of Schools

Mr. Anderson Lattimore Assistant Superintendent of Educational Accountability

Ms. Renee Blise Senior Research Analyst

LINK TO COMPLETE REPORT

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Kenosha Unified School District No. 1 Kenosha, Wisconsin

January 24, 2012

2010-2011 Financial Audit Report

The District's Auditor, Schenck Solutions, has concluded their financial audit of the June 30, 2011, financial statements. The Auditor's Report on Communications, Single Audit, Basic Financial Statements, Notes to the Financial Statements, and the Management Discussion and Analysis has been presented and discussed by the Audit, Budget and Finance Committee.

The 2011 Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2011 was finalized in December. Starting in 2000-2001, the District began presenting the financial statements in the form of a CAFR. This process is considerably more involved than preparing the basic financial statements that were previously prepared and presented to the Board of Education by our auditor. Kenosha Unified is one of few school districts within the State of Wisconsin to prepare the financial statements without relying on the financial auditor to prepare the complete set of financial documents.

The audit documents were presented at the December 6, 2011 and January 10, 2012 Audit, Budget and Finance committee meetings where Dave Maccoux of Schenck Solutions was on hand to answer questions. No formal action is required other than acknowledgement of receipt of the audit results. The full Comprehensive Annual Financial Report (CAFR) will be distributed to the Board, as information only.

Dr. Michele Hancock Superintendent of Schools

Tina M. Schmitz Chief Financial Officer

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Kenosha Unified School District No. 1 Kenosha, Wisconsin

January 24, 2012

Resolution Authorizing the Issuance and Sale of \$9,260,000 Taxable General Obligation Refunding Bonds, Series 2012

At the September 27, 2011 Board meeting the Board voted to approve the recommendation of refinancing Fund 38 debt consisting of Taxable G.O. Refunding Bonds, Series 2002B. The original plan was to go out to the market in October 2011 which was later postponed. Moody's Investor Service requested an investor's call shortly after that Board meeting. Administration and our financial consultants, PMA Securities, postponed the offering until such time the District's updated rating was known.

The Taxable G.O. Refunding Bonds, Series 2002B were originally issued to refinance the District's Unfunded Pension Liability with the Wisconsin Retirement System. The original issue amount was \$16,710,000. The potential refinancing would refinance the callable maturities (eligible for prepayment – 2014 through 2020).

The 2012 refinancing would fund an escrow account (invested in U.S. Government Securities), which is an irrevocable trust set up for the purpose of paying off the 2002 bonds at the call date. The escrow account also disburses funds to pay interest on the callable maturities until the call date.

With today's low interest rates, refinancing the District's Taxable G.O. Refunding Bonds, Series 2002B will result in significant debt service savings

Administrative Recommendation

On January 10, 2012 the Audit/Budget/Finance Committee reviewed the refinancing of the Series 2002B Taxable G.O. Bonds. Michele Wiberg of PMA Securities was on hand to answer questions and provide further detail. Administration requests that the Board (1) approve the attached resolution for the issuance and sale of bonds, and (2) authorize the Board Officers and District Administration to execute all documents relating to the sale and issuance.

Dr. Michele Hancock Superintendent of Schools Sheronda Glass Assistant Superintendent of Business Tina M. Schmitz Chief Financial Officer

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$9,260,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012

WHEREAS, the School Board of the Kenosha School District No. 1, Kenosha County, Wisconsin (the "District") hereby finds and determines that it is necessary, desirable and in the best interest of the District to raise funds for the purpose of paying the cost of refinancing certain outstanding obligations of the District, to wit: the District's Taxable General Obligation Refunding Bonds, Series 2002B, dated November 26, 2002 (the "Refunded Obligations") (hereinafter the refinancing of the District's Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said cost;

WHEREAS, the School Board deems it to be necessary, desirable and in the best interest of the District to refund the Refunded Obligations for the purpose of achieving debt service cost savings;

WHEREAS, school districts are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the School Board that it is necessary, desirable and in the best interest of the District to authorize the issuance of and to sell the general obligation refunding bonds to BMO Capital Markets GKST Inc. (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal or term sheet attached hereto as <u>Exhibit A</u> and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the School Board of the District that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of NINE MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS (\$9,260,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the District President and District Clerk or other appropriate officers of the District are authorized and directed to execute an acceptance of the Proposal on behalf of the District. To evidence the obligation of the District, the District President and District Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the District, taxable general obligation refunding bonds aggregating the principal amount of NINE MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS (\$9,260,000) (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2012"; shall be issued in the aggregate principal amount of \$9,260,000; shall be dated February 15, 2012; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum; and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2012. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

<u>Section 2A.</u> <u>Designation of Maturities</u>. The Bonds of this issue which mature first are designated as being issued to refund the Refunded Obligations in the order in which the debt evidenced by said obligations were incurred.

<u>Section 3. Redemption Provisions</u>. The Bonds shall not be subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the District are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the District a direct annual irrepealable tax in the years 2012 through 2017 for the payments due in the years 2012 through 2018 in the amounts set forth on the Schedule. The amount of tax levied in the year 2012 shall be the total amount of debt service due on the Bonds in the years 2012 and 2013; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2012.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the District shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the District and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the District for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due,

the requisite amounts shall be paid from other funds of the District then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The District hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, from amounts levied to pay debt service on the Refunded Obligations, proceeds of the Bonds or other funds of the District on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the principal and interest on the Bonds coming due on April 1, 2012 and the interest coming due on the Bonds on October 1, 2012 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the District, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the District may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$9,260,000 Taxable General Obligation Refunding Bonds, Series 2012, dated February 15, 2012" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The District Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the District at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the District above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the District, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the District, unless the School Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the District and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. In order to accomplish the purpose for which the Bonds are issued, proceeds of the Bonds shall be transferred to the Escrow Account, as provided in Section 15 hereof. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the District by the manual or facsimile signatures of the District President and District Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the District of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the District has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The District hereby authorizes the officers and agents of the District to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the District Clerk or District Treasurer (the "Fiscal Agent").

<u>Section 10. Persons Treated as Owners; Transfer of Bonds.</u> The District shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be

made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the District President and District Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The District shall cooperate in any such transfer, and the District President and District Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the District at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the District agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the District and on file in the District Clerk's office.

Section 13. Official Statement. The School Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the District in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate District official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The District Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The District hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the District to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the District Clerk, or other officer of the District charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the District's Undertaking.

Section 15. Escrow Agent; Escrow Agreement; Escrow Account. Associated Trust Company, National Association, Green Bay, Wisconsin, is hereby appointed escrow agent for the District, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The District President and District Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as Exhibit D (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the School Board of any such modifications), with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service on the Refunded Obligations shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations, but such abatement shall not affect the District's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 16. Escrow Securities. The Escrow Agent and PMA Securities, Inc., the District's financial advisor, are authorized to purchase U.S. government securities on behalf of the District in such amount as is necessary in order to carry out the Refunding.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations due on and after April 1, 2014 are hereby called for prior payment and redemption on April 1, 2013 at a price of par plus accrued interest to the date of redemption.

The District hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 18. Record Book. The District Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct

statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser of the Bonds determines to obtain municipal bond insurance with respect to the Bonds, the officers of the District are authorized to take all actions necessary to obtain such municipal bond insurance. The District President and District Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the District President and District Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the School Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded January 24, 2012.

	Mary K. Snyder District President	
ATTEST:		
Pam Stevens		
District Clerk		(SEAL)

EXHIBIT A

Bond Purchase Proposal

To be provided by PMA Securities, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by PMA Securities, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PMA Securities, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Bond)

	UNITED STATES OF AMERIC	CA
REGISTERED	STATE OF WISCONSIN	DOLLARS
	KENOSHA COUNTY	
NO. R	KENOSHA SCHOOL DISTRICT	NO. 1 \$
TAXA	BLE GENERAL OBLIGATION REFU	NDING BOND,
	SERIES 2012	
MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE: CUSIP:
April 1,	February 15, 2012	%
DEPOSITORY OR ITS	NOMINEE NAME: CEDE & CO.	
PRINCIPAL AMOUNT		OUSAND DOLLARS
	(\$	

FOR VALUE RECEIVED, the Kenosha School District No. 1, Kenosha County, Wisconsin (the "District"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2012 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the District Clerk or District Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the District are hereby irrevocably pledged. This Bond is one of an issue of Bonds aggregating the principal amount of \$9,260,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the District pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the District, all as authorized by a resolution of the School Board duly adopted by said governing body at a meeting held on January 24, 2012. Said resolution is recorded in the official minutes of the School Board for said date.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the District, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the District kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the District appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the District for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and District may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Kenosha School District No. 1, Kenosha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified District President and District Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

KENOSHA SCHOOL DISTRICT NO. 1, KENOSHA COUNTY, WISCONSIN

	By:	
	Mary K. Snyder District President	
(SEAL)		
	By:	
	Pam Stevens	
	District Clerk	

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Nan	ne and Address of Assignee)
(Social Security of	or other Identifying Number of Assignee)
the within Bond and all rights thereur	nder and hereby irrevocably constitutes and appoints , Legal Representative, to transfer said Bond on
the books kept for registration thereo	f, with full power of substitution in the premises.
Dated:	
Signature Guaranteed:	
(e.g. Bank, Trust Company or Securities Firm)	(Depository or Nominee Name)
	NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.
(Authorized Officer)	

EXHIBIT D

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into the 15th day of February, 2012 by and between the Kenosha School District No. 1, Wisconsin (the "District") and Associated Trust Company, National Association, Green Bay, Wisconsin, a national banking association with trust powers (the "Escrow Agent").

RECITALS

The District has duly issued Taxable General Obligation Refunding bonds, Series 2002B, dated November 26, 2002 (the "Prior Issue").

The District has duly authorized and sold and is delivering this day its \$9,260,000 Taxable General Obligation Refunding Bonds, Series 2012, dated February 15, 2012 (the "Refunding Obligations") for the purpose of providing funds sufficient to refund the 2014 through 2018 maturities of the Prior Issue (hereinafter the portion of the Prior Issue being refunded shall be referred to herein as the "Refunded Obligations") (the "Refunding").

The Refunded Obligations mature and bear interest on the dates and in the amounts shown on Exhibit A-1.

In order to accomplish the Refunding, it is necessary to irrevocably deposit in trust an amount (in the form of investment securities and cash) which, together with investment income therefrom, will be sufficient to pay when due the principal of and interest on the Refunded Obligations.

To accomplish the Refunding, the Escrow Agent has been appointed depository of the proceeds of the Refunding Obligations (in the form of investment securities and cash) as hereinafter specified and has been appointed custodian of the District's debt service fund account for the Refunded Obligations until the Refunded Obligations are paid in full.

The execution of this Agreement has been duly authorized by a resolution of the School Board entitled: "Resolution Authorizing the Issuance and Sale of \$9,260,000 Taxable General Obligation Refunding Bonds, Series 2012" (the "Resolution") adopted by the School Board of the District on January 24, 2012.

In consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows for the equal and proportionate benefit and security of the holders of the Refunding Obligations and the Refunded Obligations:

1. <u>Escrow Deposit</u>. Concurrently with the execution of this Agreement, the District has irrevocably deposited with the Escrow Agent, receipt of which is hereby acknowledged by the Escrow

Agent, \$		being the pro	oceeds of the Refu	nding Obligations (the	e "Bond Proceeds") and
\$1	from funds of the District (the "Funds") for a total of \$				
Escrow Age foregoing, if will be suffice required und	nt only in the ld, in the ld, in the ld, in the ld in th	n accordance wine vested and disposite thout the need for agreement. The steposited hereus	ith this Agreement osed of by the Esca or any further inve Escrow Agent has	t thereon, shall be held a t. The District represent row Agent in accordance estment or reinvestment is not and is under no ob- e sufficient to make all	ts and warrants that the ce with this Agreement, , to make all payments
				ent acknowledges receit by this Agreement.	ipt of the escrow deposit
	vith the		n account hereby of	is hereby created by the designated, "Kenosha So	
The las follows:	Escrow A	Agent shall depo	sit the amount des	scribed above in the Esc	crow Account to be used
amount of ot "Securities")		\$ed States govern	_ to be used to pur ament securities de	chase \$escribed on the attached	aggregate principal Exhibit B-1 (the
	b)	\$	to be used to esta	ablish a beginning cash	balance in the Escrow
Account [(\$				from Funds)]; and	
Exhibit C-1,	c) which tl	\$ ne Escrow Agen	_ to be used to pay t is hereby authori	the Issuance Expenses zed to pay.	set forth on the attached
the Refundin			of accrued intere	st to be used to pay a po	ortion of the interest on
to subsection	(b) abo				the cash held pursuant w Agent shall not sell or
The I Exhibit D-1.	Escrow A	Account cash flo	w prepared by the	e Accountant defined be	elow is set forth on
Exce _j Account shal			8 hereof, no reinv	estment of amounts on	deposit in the Escrow

The Escrow Agent shall apply the monies in the Escrow Account to the payment of the Refunded Obligations in the amounts set forth on the attached Exhibit A-1 by depositing such amounts with The Depository Trust Company on or before the dates such amounts are due.

Dunbar, Breitweiser & Company, LLP, Bloomington, Illinois, a firm of independent accountants (the "Accountant"), has delivered to the District, the Escrow Agent, PMA Securities, Inc., any bond insurer for the Refunding Obligations, any bond insurer for the Refunded Obligations, and Quarles & Brady LLP, for their purposes, a report stating that the firm has reviewed the arithmetical accuracy of certain computations based on assumptions relating to the sufficiency of forecasted net cash flow from the United States government securities (paragraph (a) above) and any initial cash deposit (paragraph (b) above) to pay the principal of and interest (if any) on the Refunded Obligations when due as described on Exhibit A-1. Based upon the summarized data presented in its report and the assumption that the principal and interest payments on the United States government securities are deposited in the Escrow Account when due, in its opinion, the proceeds from the United States government securities, plus any initial cash deposit will be sufficient for the timely payment of principal and interest, when due, on the Refunded Obligations.

If at any time it shall appear to the Escrow Agent that the money in the Escrow Account will not be sufficient to make any required payments due to the holders of the Refunded Obligations, the Escrow Agent shall immediately notify the District. Upon receipt of such notice, the District shall forthwith transmit to the Escrow Agent for deposit in the Escrow Account from legally available funds such additional monies as may be required to make any such payment.

- 4. <u>Redemption of the Refunded Obligations</u>. Pursuant to the Resolution, the District has heretofore called the Refunded Obligations for redemption and authorized and directed the Escrow Agent to give notice of said intended redemption of the Refunded Obligations by providing appropriate notice (in substantially the form attached hereto as <u>Exhibit E-1</u>) in the manner and at the times set forth on Exhibit E-1, and the Escrow Agent hereby agrees to give such notice.
- 5. Notice of Advance Refunding of the Refunded Obligations. The Escrow Agent is hereby directed and agrees to provide to the owners of the Refunded Obligations a Notice of Advance Refunding and Redemption, in substantially the form attached hereto as Exhibit F-1, as soon as practicable after the closing for the Refunding Obligations. The Notice of Advance Refunding and Redemption shall also be provided to any fiscal agent for the Refunded Obligations to the MSRB and to DTC as described in Exhibit F-1.

6. The Escrow Agent.

a) Annual Report. The Escrow Agent shall, in the month of February of each year while this Agreement is in effect, and as soon as practicable after termination of this Agreement, forward by first class mail to the District a report of the receipts, income, investments, reinvestments, redemptions and payments of and from the Escrow Account during the preceding calendar year, including in such report a statement, as of the end of the preceding calendar year, regarding the manner in which it has carried out the requirements of this Agreement. The District shall have the right, at any time during business hours, to examine all of the Escrow Agent's records regarding the status and details of the Escrow Account.

Separate Funds; Accountability. Except as otherwise permitted under Section 3 hereof, the Escrow Agent shall keep all monies, securities and other properties deposited hereunder, all investments and all interest thereon and profits therefrom, at all times in a special fund and separate trust account, wholly segregated from all other funds and securities on deposit with it; shall never commingle such deposits, investments and proceeds with other funds or securities of the Escrow Agent; and shall never at any time use, pledge, loan or borrow the same in any way. The fund established hereunder shall be held separately and distinctly and not commingled with any other such fund. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical monies, or any part thereof, received from or for the Escrow Account, on hand, but monies of an equal amount shall always be maintained on hand as funds held by the Escrow Agent, belonging to the District, and a special account thereof, evidencing such fact, shall at all times be maintained on the books of the Escrow Agent. All uninvested money held at any time in the Escrow Account shall be continuously secured by the deposit in a Federal Reserve Bank or direct obligations of the United States of America in a principal amount always not less than the total amount of uninvested money in the Escrow Account. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the monies and securities deposited with it for the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

In the event the Escrow Agent due to any action or inaction required hereunder is unable or fails to account for any property held hereunder, such property shall be and remain the property of the District, and if, for any reason such property cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof and the District shall be entitled to the preferred claim upon such assets enjoyed by any trust beneficiary. Property held by the Escrow Agent hereunder shall not be deemed to be a banking deposit of the District to the extent that the Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the District shall have no right of withdrawal thereof.

- c) <u>Liability</u>. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the District or any paying agent of any of its obligations, or to protect any of the District's rights under any bond proceeding or any of the District's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, as escrow agent, or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, including without limitation those as to the sufficiency of the trust deposit to accomplish the purposes hereof or in the Refunded Obligations or the Refunding Obligations or in any proceedings taken in connection therewith, but they are made solely by the District.
- d) Resignations; Successor Escrow Agent. The Escrow Agent may at any time resign by giving not less than 60 days written notice to the District. Upon giving such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor escrow agent of comparable qualifications to those of the resigning

Escrow Agent. The resignation of the Escrow Agent shall take effect only upon the appointment of a successor escrow agent and such successor escrow agent's acceptance of such appointment.

Any successor escrow agent shall be a state or national bank, have full banking and trust powers, and have a combined capital and surplus of at least \$5,000,000.

Any successor escrow agent shall execute, acknowledge and deliver to the District and to its predecessor escrow agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor escrow agent shall become effective and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as escrow agent herein; but nevertheless, on written request of the District or on the request of the successor escrow agent, the escrow agent ceasing to act shall execute and deliver an instrument transferring to such successor escrow agent, upon the terms herein expressed, all the rights, power, and duties of the escrow agent so ceasing to act. Upon the request of any such successor escrow agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. Any predecessor escrow agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

- 7. Substitute Investments. At the written request of the District and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to request the redemption of the Securities and to substitute direct obligations of, or obligations which are unconditionally guaranteed by, the United States of America, which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from the disposition of the Securities on the date of such transaction. The Escrow Agent shall purchase such substitute obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Securities. The transactions may be effected only by simultaneous sale and purchase transactions, and only if (i) the amounts and dates on which the anticipated transfers from the Escrow Account to the fiscal agent or depository for the payment of the principal of and interest on the Refunded Obligations will not be diminished or postponed thereby, and (ii) the Escrow Agent shall receive, at the expense of the District, a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. government obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purpose, be sufficient at all times to pay, when due, the principal of, redemption premium, where required, and interest on the Refunded Obligations.

8. Miscellaneous.

a) Third Party Beneficiaries. This Agreement has been entered into by the District and the Escrow Agent for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, and is not revocable by the District or the Escrow Agent, and the investments and other

funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of interest on the Refunding Obligations when due and the payment and any redemption of the Refunded Obligations and interest thereon when due, in accordance with this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the District and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the owners of the Refunding Obligations and the Refunded Obligations. Said third party beneficiaries shall be entitled to enforce performance and observance by the District and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

- b) <u>Severability</u>. If any section, paragraph, clause or provision of this Agreement shall be invalid or ineffective for any reason, the remainder of this Agreement shall remain in full force and effect, it being expressly hereby agreed that the remainder of this Agreement would have been entered into by the parties hereto notwithstanding any such invalidity.
- c) <u>Termination</u>. This Agreement shall terminate upon the payment of all of the principal of and interest on the Refunded Obligations. The parties realize that some of the amounts hereunder may remain upon termination. Any amounts remaining upon termination shall be returned to the District for deposit in the account designated "Debt Service Fund Account for \$9,260,000 Taxable General Obligation Refunding Bonds, Series 2012, dated February 15, 2012" created by the Resolution and used solely to pay the principal of and interest on the Refunding Obligations. Termination of this Agreement shall not, of itself, have any effect on the District's obligation to pay the Refunding Obligations and the Refunded Obligations in full in accordance with the respective terms thereof.
- d) Indemnification. The District agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, expenses (including attorney's fees and expenses), claims, or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, except for gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Escrow Agent or the termination of the Agreement.

e) <u>Execution in Counterparts</u>. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date first above written.

KENOSHA SCHOOL DISTRICT NO. 1, KENOSHA COUNTY, WISCONSIN

	By: Mary K. Snyder District President
(SEAL)	
	By: Pam Stevens District Clerk
	ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, GREEN BAY, WISCONSIN, as Agent
	By:
(SEAL)	And:

(Refunded Obligations)

EXHIBIT A-1

\$16,710,000

Kenosha School District No. 1, Wisconsin Taxable General Obligation Refunding Bonds, Series 2002B Dated November 26, 2002

Debt Service Requirements

Payment	Principal	Interest	Interest	Total Principal
<u>Date</u>	<u>Amount</u>	Rate	Amount	and Interest

* To be called for prior payment at 100% on April 1, 2013 and are the only portion of the Prior Issue subject to the terms of this Escrow Agreement.

Bond Registrar

or Fiscal Agent:

District Clerk or District Treasurer

Depository:

The Depository Trust Company

New York, New York

EXHIBIT B-1

U.S. TREASURY SECURITIES

For Delivery February 15, 2012

Par Coupon
Type Maturity Date Amount Rate Cost

(See Attached Confirmation Forms)

EXHIBIT C-1

AUTHORIZED ISSUANCE EXPENSES

Associated Trust Company, National Association	ı, Green Bay, Wi	isconsin \$
Escrow Verification, Dunbar, Breitweiser & Company, LLP, Blooming	gton, Illinois	
Bond Counsel, Quarles & Brady LLP, Milwaukee, Wisconsin		
Underwriter's Counsel, Quarles & Brady LLP, Milwaukee, Wisconsin		
Rating Fee, Moody's Investors Service Inc., New York, New York		
Financial Advisor, PMA Securities, Inc., Milwaukee, Wisconsin		
Printing, Miscellaneous		
	Total:	\$

EXHIBIT D-1

ESCROW ACCOUNT CASH FLOW

(SEE ATTACHED)

EXHIBIT E-1

NOTICE OF FULL CALL*

Regarding

KENOSHA SCHOOL DISTRICT NO. 1 KENOSHA COUNTY, WISCONSIN \$16,710,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2002B Dated November 26, 2002

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the District for prior payment on April 1, 2013 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
04/01/14	\$1,450,000	4.85%	489836HK5
04/01/15	1,625,000	4.95	489836HL3
04/01/16	1,800,000	5.05	489836HM1
04/01/17	1,975,000	5.05	489836HN9
04/01/18	1,685,000	5.10	489836HP4

The District's Escrow Agent shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before April 1, 2013.

Said Bonds will cease to bear interest on April 1, 2013.

By Order of the School Board Kenosha School District No. 1 District Clerk

Dated

^{*} To be provided by facsimile transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to April 1, 2013 and to the MSRB. Notice shall also be provided to Financial Guaranty Insurance Company, or any successor, the bond insurer of the Bonds.

^{1995,} this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

EXHIBIT F-1*

NOTICE OF ADVANCE REFUNDING AND REDEMPTION OF THE TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2002B, DATED NOVEMBER 26, 2002 OF THE KENOSHA SCHOOL DISTRICT NO. 1, WISCONSIN (THE "BONDS")

Notice is given that the Bonds described below (the "Refunded Obligations")**, of the Kenosha School District No. 1, Wisconsin (the "District") have been advance refunded by the District pursuant to an Escrow Agreement dated February 15, 2012 between the District and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Escrow Agent").

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
04/01/14	\$1,450,000	4.85%	489836HK5***
04/01/15	1,625,000	4.95	489836HL3***
04/01/16	1,800,000	5.05	489836HM1***
04/01/17	1,975,000	5.05	489836HN9***
04/01/18	1,685,000	5.10	489836HP4***

The District has instructed the Escrow Agent to call the Refunded Obligations for redemption on April 1, 2013. The District has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay the principal of and interest on the Refunded Obligations up to and including April 1, 2013 and to redeem the Refunded Obligations on April 1, 2013 at a price of par plus accrued interest to April 1, 2013. Interest on the Refunded Obligations will cease to accrue on April 1, 2013. [The interest on the Refunded Obligations is not being provided for through the escrow.]

Dated: February 15, 2012.

Associated Trust Company, National Association as Escrow Agent

^{*} As soon as practicable after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB. Notice shall also be provided to Financial Guaranty Insurance Company, the bond insurer of the Bonds.

^{**} If the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

^{***} Indicates refunding of full CUSIP.

Kenosha Unified School District No. 1 Kenosha, Wisconsin

January 24, 2012

RATIFICATION OF MEMORANDUM OF UNDERSTANDING FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE KENOSHA UNIFIED SCHOOL DISTRICT AND S.E.I.U LOCAL NO. 168

On Monday, January 16, 2012, the S.E.I.U. Local No. 168 voted and agreed to modify the current collective bargaining agreement between the Union and the Kenosha Unified School District. The terms of the MOU are as follows:

MEMORANDUM OF UNDERSTANDING

The Kenosha Unified School District, hereinafter referred to as the "District," and Service Employees, S.E.I.U., Local No. 168, hereinafter referred to as the "Union," agree to modify the 2009-2012 Service Employee Salary and Welfare Agreement as follows:

Benefits:

5.8% Employee Contribution to Wisconsin Retirement System12% Employee Contribution to Healthcare Premium Costs

Effective the 24th day of January, 2012	
FOR THE DISTRICT:	FOR THE UNION:
	-

ADMINISTRATIVE RECOMMENDATION:

It is the recommendation of the Administration that the Board of Education ratify the proposed Memorandum of Understanding between the District and S.E.I.U. Local No. 168, effective January 24, 2012.

Dr. Michele Hancock Superintendent of Schools Sheronda Glass Assistant Superintendent of Business Services

Teresa Osborne-Short Director of Human Resources

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Kenosha Unified School District Kenosha, Wisconsin

January 24, 2012

School Board Policy 8411 - Appointment of School Board Officers

It is recommended that School Board Policy 8411 titled Appointment of School Board Officers be revised to eliminate wording regarding term limits for officers. It is also recommended that the Board approve revised Policy 8411 as a first reading this evening and as a second reading at its February 28, 2012 regular meeting.

Robert Nuzzo School Board Member

POLICY 8411 APPOINTMENT OF SCHOOL BOARD OFFICERS

The School Board shall elect a President, Vice-President, Clerk and Treasurer from among its membership to serve as officers of the School Board. A School Board Secretary, who need not be a member of the School Board, shall also be appointed.

School Board officers shall be elected annually at the organizational meeting and, with the exception of the School Board Secretary may not serve a term for more than two consecutive years. School Board officers shall be elected by a majority vote of the School Board. Secret ballots may be used in the election of officers.

A School Board officer may be removed from office by a majority vote of the full School Board at a publicly held regular or special meeting of the School Board.

School Board officer vacancies, including resignations, shall be filled as soon as possible in the same manner as provided for at an organizational meeting, except in case the office of President becomes vacant, the Vice-President succeeds as President.

LEGAL REF.: Wisconsin Statutes

Sections 19.88(1) [Use of secret ballots to elect board officers]

120.05(1)(c) [Election of board officers] 120.05(3) [Officer's inability to act]

CROSS REF .: 8412, School Board Officer Duties

8740, Organizational Meeting

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: June 8, 1993

REVISED: November 15, 1993

July 10, 2001

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

January 24, 2012

DONATIONS TO THE DISTRICT

The District has received the following donations:

- 1. Kevin and Sandra Mikolas donated \$2,779.00 towards the purchase of a tarp for the Bradford Softball field.
- 2. Whiting Law Group, Ltd. Donated \$2,000.00 towards the purchase of a pool lift at Bradford High School.
- 3. Rustoleum Corporation donated \$1,000.00 towards the purchase of a pool lift at Bradford High School.
- 4. Don and Arlene Jensen donated \$800.00 to Forest Park Elementary in memory of their daughter Randi Van Ermen.
- 5. Steve and Lori Naumowicz donated\$250.00 towards the purchase of a pool lift at Bradford High School.

<u>Administrative Recommendation</u>

Administration requests the Board of Education approve acceptance of the above listed gift(s), grant(s) or bequest(s) as per Board Policy 3280, 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. Michele Hancock Superintendent of Schools

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

January 24, 2012

Tentative Schedule of Reports, Events, and Legal Deadlines for School Board January-February

<u>January</u>

- January 4, 2012 Schools and Offices Reopen
- January 10, 2012 Standing Committee Meetings in ESC Board Meeting Room
- January 16, 2012 Martin Luther King, Jr. Day ½ Day for Students & Staff
- January 24, 2012 Regular Board of Education Meeting –7:00 P.M. in ESC Board Meeting Room
- January 27, 2012 Teacher Workday No School For Students

February

- February 8, 2012 Half Day Professional Development No School For Students in P.M.
- February 14, 2012 Standing Committee Meetings in ESC Board Meeting Room
- February 28, 2012 Regular Board of Education Meeting 7:00 P.M. in ESC Board Meeting Room

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