



REGULAR MONTHLY BOARD MEETING

**March 23, 2010
7:00 P.M.**

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



KENOSHA UNIFIED SCHOOL BOARD

REGULAR SCHOOL BOARD MEETING

Educational Support Center

March 23, 2010

7:00 P.M.

AGENDA

- I. Pledge of Allegiance
- II. Roll Call of Members
- III. Awards, Board Correspondence, Meetings and Appointments
 - Bradford Theatre Arts to Perform at International Theatre Festival
 - Mathcounts Competition
 - KUSD Sixth, Seventh & Eighth Grade Math Competition
 - KUSD Spelling Bee Winners
 - Gatorade Wisconsin Boys Soccer Player of the Year
 - Bradford High School Cheerleaders State Championship
- IV. Administrative and Supervisory Appointments
- V. Introduction and Welcome of Student Ambassador
- VI. Legislative Report
- VII. Views and Comments by the Public
- VIII. Response and Comments by the Board of Education
- IX. Remarks by the President
- X. Superintendent's Report
- XI. Consent Agenda
 - A. Consent/Approve Recommendations
Concerning Appointments,
Leaves of Absence,
Retirements and ResignationsPage 1
 - B. Consent/Approve Minutes of 2/19/10, 2/23/10,
3/2/10, 3/9/10, 3/10/10, and
3/15/10 Special Meetings
And Executive Sessions,
3/9/10 Special Meeting
and 2/23/10
Regular MeetingPages 2-19

SCHOOL BOARD AGENDA

Page 2

March 23, 2010

XI. Consent Agenda - Continued

- C. Consent/Approve Summary of Receipts, Wire Transfers and Check Registers.....Pages 20-21
- D. Consent/Approve Waiver of Policy 1330 - Use Of School District Facilities.....Pages 22-23

XII. Old Business

- A. Discussion/Action Wisconsin Department of Public Instruction Request To Submit Alternative Education Program Grant Application.....Pages 24-28
- B. Discussion/Action Head Start Federal Grant Request for the 2010-11 School YearPages 29-32
- C. Discussion/Action Review of School Board Policy 6456 – Graduation RequirementsPages 33-39 (First Reading)
- D. Discussion/Action Investments – Policy 3240Pages 40-46 (First & Second Readings)
- E. Discussion/Action 2010-11 Preliminary Staffing Allocations.....Pages 47-49
- F. Discussion/Action Resolution to Add a Second Deferred Compensation PlanPages 50-67

XIII. New Business

- A. Discussion/Action Open Enrollment Applicants For School Year 2010/2011Pages 68-70
- B. Discussion/Action Ratification of Carpenters and Painters Collective Bargaining AgreementPage 71
- C. Discussion/Action Donations to the DistrictPage 72

XIV. Other Business as Permitted by Law

- Tentative Schedule of Reports, Events and Legal Deadlines For School Board (March-April)Page 73

XV. Predetermined Time and Date of Adjourned Meeting, If Necessary

Kenosha Unified School District No. 1
Kenosha, Wisconsin
March 23, 2010

The Human Resources recommendations regarding the following actions:

Action	Board Date	Code	Staff	Employee Last Name	Employee First Name	School/Dept	Position	Effective Date	Yrs of Svc	Salary or Hourly Rate	Reason	Step / Level	Letter or Contract
Resignation	3/9/10		Miscellaneous	Jozefiak	Lori	Career and Tech Ed	Clerical	2/18/10	7	\$14.69	Resignation		Contract
Appointment	3/9/10		Educ. Assistant	King	Jerome	Tremper High School	Security EA	2/15/10	0	\$12.52	Appointment		Contract
Separation	3/9/10		Instructional	Acklam	Kert	Harvey Elementary School	Grade 4 Teacher	2/1/10	9	\$65,120.00	Separation	M06 Step 15	Contract
Early Retirement	3/23/10	**	Instructional	Ellis	Marie	Grewenow	Grade 4 Teacher	6/14/10	26	\$70,748.00	Early Retirement	M30 Step 15	Contract
Early Retirement	3/23/10	**	Instructional	Caron	Diane	Pleasant Prairie Elementary	Art	6/14/10	20	\$70,748.00	Early Retirement	M30 Step 15	Contract
Resignation	3/23/10	**	Instructional	Jochum	Elizabeth	Professional Development	Teacher Consultant	6/14/10	3	\$54,596.00	Resignation	M30 Step 15	Contract
Resignation	3/23/10	**	Instructional	Borcher	Bernadette	Kenosha eSchool	Art Teacher	1/28/10	2	\$57,079.00	Resignation	B18 Step 14	Contract
Appointment	3/23/10	**	Instructional	Borcher	Bernadette	Kenosha eSchool	Art Teacher	1/29/10	2	\$57,079.00	Appointment	B18 Step 14	Letter
Early Early Retirement	3/23/10	**	Instructional	Wazelle	Debra	Mahone Middle School	Social Studies Teacher	6/14/10	21	\$70,748.00	Early Early Retirement	M30 Step 15	Contract
Appointment	3/23/10	**	Secretarial	Perozzo	Laura	Professional Development	Secretary II (12 month)	3/2/10	0	\$16.87	Appointment		Contract
Resignation	3/23/10	**	Administrative	Lockhart	Patricia	Washington Middle	Assistant Principal	3/1/10	9	\$97,233.00	Resignation	14/5	Contract
Appointment	3/23/10	**	Educ. Assistant	Villalobos	Maria	Tremper High School	Security EA	3/3/10	0	\$12.13	Appointment		Contract
Early Early Retirement	3/23/10	**	Instructional	Brand	Nancy	Vernon	Guidance Counselor	6/14/10	24	\$70,748.00	Early, Early Retirement	M30 Step 15	Contract
Early Early Retirement	3/23/10	**	Instructional	Morzfeld	Elizabeth A	Lincoln Middle	Grade 6 Science	6/14/10	17	\$70,748.00	Early, Early Retirement	M30 Step 15	Contract
Early Retirement	3/23/10	**	Instructional	Johnson	Carla	Southport Elementary	Grade 4 Teacher	6/14/10	26	\$70,748.00	Early Retirement	M30 Step 15	Contract
Separation	3/23/10	**	Instructional	Steiner	Crystal	Head Start	Pre School Certified Teacher	1/7/10	1	\$39,094.00	Separation	B 6 Step 5	Contract
Early Early Retirement	3/23/10	**	Instructional	Vite	Cynthia	Vernon Elementary	Special Ed - CDS	6/14/10	37	\$70,748.00	Early Early Retirement	M30 Step 15	Contract
Early Retirement	3/23/10	**	Instructional	Herr	Judith	Jefferson Elementary	Kinder-garten	6/14/10	29	\$70,748.00	Early Retirement	M30 Step 15	Contract
Early Early Retirement	3/23/10	**	Instructional	Hansen	Karla	Somers Elementary	Grade 5 Teacher	6/14/10	21	\$70,748.00	Early Early Retirement	M30 Step 15	Contract
Early Early Retirement	3/23/10	**	Instructional	Peltier	Elizabeth	Vernon Elementary	Music	6/14/10	20	\$58,664.00	Early Early Retirement	B24 Step 14	Contract
Early Early Retirement	3/23/10	**	Instructional	Freeman	Bruce	Educational Support Center	Special Ed Program	6/14/10	30	\$70,748.00	Early Early Retirement	M30 Step 15	Contract
Early Early Retirement	3/23/10	**	Instructional	Otto	Mary	Special Education	Program Support	6/14/10	19	\$70,748.00	Early Early Retirement	M30 Step 15	Contract
Early Early Retirement	3/23/10	**	Instructional	Jurvis	Rock	Bullen Middle School	Grade 7 Science	6/14/10	31	\$70,748.00	Early Early Retirement	M30 Step 15	Contract

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SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD FEBRUARY 19, 2010

A special meeting of the Kenosha Unified School Board was held on Friday, February 19, 2010, 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 4:37 P.M. with the following members present: Mrs. R. Stevens, Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube, and Mrs. P. Stevens.

Mrs. P. Stevens, 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. P. Stevens announced that an executive session had been scheduled to follow this special meeting for the purpose of Personnel: Employment Relationship; Personnel: Position Assignments; and Personnel: Compensation and/or Contracts.

Mrs. R. Stevens moved that this executive session be held. Mr. Ostman seconded the motion.

Roll call vote. Ayes: Mrs. R. Stevens, Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube, and Mrs. P. Stevens. Noes: None. Unanimously approved.

Mrs. R. Stevens moved to adjourn to executive session. Mr. Ostman seconded the motion. Unanimously approved.

1. Personnel: Employment Relationship; Position Assignments; Compensation and/or Contracts

A candidate arrived at 5:03 P.M. and responded to Board members' questions regarding the Superintendent position.

The candidate was excused at 6:01 P.M.

A candidate arrived at 6:17 P.M. and responded to Board members' questions regarding the Superintendent position.

The candidate was excused at 7:13 P.M.

A candidate arrived at 7:37 P.M. and responded to Board members' questions regarding the Superintendent position.

The candidate was excused at 8:33 P.M.

Mr. Triplett, representative from Ray and Associates, arrived and a discussion regarding the pending Superintendent search followed.

These minutes were produced from notes taken by Mrs. P. Stevens.

Meeting adjourned at 11:33 P.M.

Stacy Schroeder Busby
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD FEBRUARY 23, 2010

A special meeting of the Kenosha Unified School Board was held on Tuesday, February 23, 2010, 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 5:36 P.M. with the following members present: Mrs. R. Stevens, Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube and Mrs. P. Stevens. Dr. Mangi was also present.

Mrs. P. Stevens, 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. P. Stevens announced that an executive session had been scheduled to follow this special meeting for the purpose of Review of Findings/Orders of Independent Hearing Officers; Personnel: Problems, Position Assignments, and Evaluation Considerations and Collective Bargaining Deliberations.

Mr. Fountain moved that this executive session be held. Mrs. Snyder seconded the motion.

Roll call vote. Ayes: Mrs. R. Stevens, Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube and Mrs. P. Stevens. Noes: None. Unanimously approved.

Mrs. R. Stevens moved to adjourn to executive session. Mr. Ostman seconded the motion. Unanimously approved.

1. Personnel: Problems, Position Assignments, and Evaluation Considerations

Mrs. Glass arrived at 5:40 P.M. and updated Board members on personnel issues. A discussion followed.

Mrs. Glass was excused at 6:00 P.M.

2. Review Findings/Orders of Independent Hearing Officers

Mr. Jones arrived at 6:01 P.M. and provided Board members with information relating to three expulsions.

Mr. Jones and Dr. Mangi were excused at 6:07 P.M.

Mrs. Snyder moved to concur with the recommendation of the hearing officer with respect to the first expulsion. Mrs. R. Stevens seconded the motion. Unanimously approved.

Mrs. Snyder moved to concur with the recommendation of the hearing officer with respect to the second expulsion. Mr. Bryan seconded the motion. Unanimously approved.

Mr. Fountain moved to concur with the recommendation of the hearing officer with respect to the third expulsion. Mrs. Snyder seconded the motion. Unanimously approved.

Dr. Mangi returned to the meeting at 6:15 P.M.

2. Collective Bargaining Deliberations

Mrs. Glass and Mr. Johnston arrived at 6:18 P.M.

Mr. Johnston gave Board members an update on the status of collective bargaining issues and a brief discussion followed.

Mr. Johnston was excused at 6:33 P.M.

3. Personnel: Position Assignments, and Evaluation Considerations

Board members discussed the status of the Superintendent search.

Meeting adjourned at 6:56 P.M.

Stacy Schroeder Busby
School Board Secretary

REGULAR MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD FEBRUARY 23, 2010

A regular meeting of the Kenosha Unified School Board was held on Tuesday, February 23, 2010, at 7:00 P.M. in the Board Room of the Educational Support Center. Mrs. P. Stevens, President, presided.

The meeting was called to order at 7:06 P.M. with the following Board members present: Mrs. R. Stevens, Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube and Mrs. P. Stevens. Dr. Mangi was also present.

Mrs. P. Stevens, 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.

Dr. Mangi presented the following awards and recognition: Bradford High School Recognized for Student Leadership at 2009 Badger Boys State, Brompton School Nominated for U.S. Department of Education Award, Washington Middle School Recognized as an Apple Distinguished School Award Winner, Technicians of Tomorrow Automotive Technology Award Winners, Kenosha Regional Science and Engineering Fair Winners from LakeView Technology Academy, and the KUSD Spelling Bee and Regional Winners.

There were no Administrative or Supervisory appointments.

Mrs. P. Stevens introduced the Student Ambassador, Josh Sloan, from Reuther Central High School and he made his comments.

There was no Legislative Report.

Views and comments were expressed by members of the public and Board members made their responses and/or comments.

Dr. Mangi gave the Superintendent's report.

The Board then considered the following Consent-Approve items:

Consent-Approve item XI-A – Recommendations Concerning Appointments, Leaves of Absence, Retirements and Resignations as presented in the agenda.

Consent-Approve item XI-B – Minutes of the 1/23/10, 1/26/10, 2/8/10, 2/11/10, 2/15/10 and 2/16/10 Special Meetings and Executive Sessions and the 1/26/10 Regular Meeting.

Consent-Approve item XI-C – Summary of Receipts, Wire Transfers and Check Registers submitted by Mrs. Eileen Coss, Accounting Manager; Mr. William Johnston, Executive Director of Business; and Dr. Mangi, excerpts follow:

“It is recommended that receipt numbers CR042070 through CR042532 that total \$453,264.05 be approved.

Check numbers 444463 through 445769 totaling \$7,218,425.21 are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that wire transfers to First National Bank of Chicago and Nations Bank dated January 14, 19 and 28, 2010 totaling \$3,045,817.39; to US Bank of Milwaukee dated January 5, 7, 8, 19, and 22, 2010 totaling \$906,819.00 and to the Wisconsin Retirement System dated January 29, 2010 totaling \$1,702,466.46 be approved.”

Consent-Approve item XI-D – School Board Policy 4332 – Criminal Background Checks submitted by Mrs. Sheronda Glass, Executive Director of Human Resources, and Dr. Mangi, excerpts follow:

“A review of School Board Policy 4332, Criminal Background Checks was conducted and the Administration recommends changes that are relevant to District practice.

At its January 12, 2010 meeting, the Personnel/Policy Committee voted to forward Policy 4332 to the full Board for a first and second reading. The Committee also requested that Administration look into the availability of grants that would assist in funding more frequent background checks.

The Administration recommends approval of proposed revisions to Policy and Rule 4332 –Criminal Background Checks as a second reading this evening. These revisions were approved on a first reading at the January 26, 2010, regular meeting.”

Mr. Ostman moved to approve the consent agenda as presented. Mr. Bryan seconded the motion. Unanimously approved.

Dr. Mangi presented the Wisconsin Department of Public Instruction Request to Submit 21st Century Community Learning Centers Program Grant Application submitted by Ms. Lautauscha Shell, 21st Century Project Director; Mr. Scott Lindgren, Coordinator of Athletics, Health, Physical Education, Recreation and CLC; Mrs. Vickie Brown-Gurley, Executive Director of Curriculum and Instruction Services; and Dr. Mangi, excerpts follow:

“School Board approval is requested to submit the following grants: a three-year competitive grant renewal for continuation of existing 21st Century Community Learning Centers at the Brass Community School, a five-year competitive grants for the following

schools which have had previous CLC grant funding and continue to provide CLC programs through user fees as well as a portion of current district grant funds as approved by DPI: Jefferson Elementary and McKinley Elementary, and a five-year competitive grants to open additional CLC programs at Grant, & Vernon Elementary, and Bullen Middle.

Each of these programs will provide after-school safe havens for children and youth, tutoring, and enrichment. The grant strengthens a community mission to create “Healthy Youth and Healthy Communities” asset building activities for children based on this body of research.

The continuing primary partnerships that support these proposals are the Boys and Girls Club of Kenosha, Kenosha Department of Human Services, UW-Extension and UW-Parkside. Boys and Girls Club provides grant-funded staffing and in-kind administrative and financial support. Kenosha Department of Human Services provides in-kind support for the Childcare Subsidy funding development. UW-Extension provides grant-funded staff development. Additionally, UW-Parkside will provide staff development on an as-needed basis and if the budget permits. Each of the primary partners participates in a CLC Advisory Council. Other community-based organizations offer services to participants in CLCs based on either grant-funding or in-kind contributions.

This grant focuses on the sustainability of CLCs that provide students with academic activities designed to complement their regular academic program and enrichment opportunities. Proposals, jointly submitted by schools and community-based organizations, or other private or public entities, are given priority. Funding can be used to implement centers supporting student learning and development, including tutoring, homework help, academic enrichment, community service opportunities, music and arts, sports, clubs and cultural activities. Centers must have an academic component to assist students in improved achievement. Community Learning Centers also may offer literacy and related educational development to families/parents of students. Private school children will have access to Community Learning Centers under these proposals.

The 21st Century Community Learning Center grant applications were due to the State of Wisconsin Department of Public Instruction by January 31, 2010, and were submitted timely. Due to DPI timelines, it was not possible to request Board approval prior to submission. At its February 11, 2010, meeting the Curriculum/Program Committee voted to forward the CLC competitive grants to the full Board for approval.

Administration recommends that the Board grant permission for implementation of the three and five year CLC grants if received.”

Mr. Fountain moved to approve implementation of the three and five year CLC grants if received. Mr. Ostman seconded the motion. Unanimously approved.

Dr. Mangi presented the Instructional Materials Adoption Grades 6 Through 12 Social Studies Recommendation for Purchase submitted by Mr. Mark Hinterberg,

Teacher Consultant: 6-12 Social Studies; Mrs. Brown-Gurley; and Dr. Mangi, excerpts follow:

“On October 27, 2009, the Board of Education approved the social studies adoption timeline change from a 2-year cycle to completion to a 1.5-year timeline to completion, resulting in the purchase of new social studies materials during the 2009-10 school year. During spring 2009 the study and preparation phase of the grades 6 through 12 social studies adoption process was initiated with the grade level teams organized at the middle school level and subject area teams organized at the high school level.

From June 2009 through August 2009, under the leadership of Mark Hinterberg, teacher consultant: 6-12 social studies, teacher teams reviewed materials to be piloted in the classroom. The companies involved in the review were: Glencoe/McGraw Hill, Holt/McDougal, Pearson/ Prentice Hall, Bedford/Freeman/Worth, Peoples Education, and the Teacher Curriculum Institute (TCI).

To determine materials to be piloted, the grade level/subject area team teachers reviewed the textbooks and ancillary materials and scored each series on the evaluation criteria prompt. (See Appendix A.) The evaluation prompt is divided into three bold headings. Under criteria are three items (Web-based student text, Spanish version text, and a read feature) that the series had to offer for further consideration. The next section is textbook features, where the text was re-viewed for essential benchmark coverage, student skill development, student-friendly layout, engaging stories, making connections to today, etc. The last section had teachers evaluate the teacher support materials to assist them in delivering engaging lessons, developing assessments, and provided differentiation ideas and options. Appendix B is a sample of an individual text with comments and scores.

During fall 2009 textbook series were brought into the classrooms. Discussion and updates regarding the piloting phase took place at Middle School Curriculum Meetings on October 21, 2009, and November 18, 2009, and at High School Curriculum Meetings on September 23, 2009, and November 11, 2009. All teachers were given opportunities to ask questions and provide feedback to guide the piloting process.

As part of the materials being delivered to the classrooms, teachers also received a student survey to gather feedback from the students' perspective as it pertains to clarity of information, appealing presentation, text visuals to support comprehension, vocabulary development, and engaging text. (See Appendix C.) In December 2009 pilot teams met with Mark Hinterberg for a post-criteria meeting to discuss their classroom experiences with the new materials. Comments were gathered on the criteria scoring prompt to evaluate the materials and gather consensus to determine the textbooks series to pursue.

At its February 11, 2010, meeting the Curriculum/Program Committee voted to forward the request to adopt, purchase, and implement the new social studies instructional materials for grades 6 through 12 as outlined in Appendix E to the full

Board of Education for consideration. Administration recommends that the Board approve the recommendation as presented.”

Mr. Ostman moved to approve the adoption, purchase, and implementation of the new social studies instructional materials for grades 6 through 12 as outlined in Appendix E. Mr. Fountain seconded. Unanimously approved

Dr. Mangi presented the Year Round School Study Committee submitted by Ms. Yolanda Jackson, Principal - Wilson Elementary; Dr. Robert B Wells, Coordinator of Fine Arts; Mr. Jeff Cassity, President - LULAC Council 320; Mr. Mark Chiu, Parent - Forest Park Elementary; Ms. Stephanie Christenson, Parent - Somers Elementary; Ms. Tamarra Coleman, Parent - Nash Elementary; Ms. Val Dowe, ESC Secretary – Recorder; Mr. Brian Edwards, Principal - Mahone Middle School; Mr. Terry Ehiorobo, Principal – Hillcrest; Ms. Diane Epping, Teacher - Lincoln Middle School; Mr. J. David Fountain, School Board Member; Ms. Alicia Hribal, Principal - Vernon Elementary School; Ms. Diane Kastelic, Library Media Teacher Consultant; Mr. Scott Kennow, Principal – EBSOLA; Ms. Kelly Llanas, Resource Teacher - Washington Middle School; Ms. Kris Miller, Library Media Specialist – Reuther; Ms. Mary Modder, President - Kenosha Education Association; Ms. Rochelle Moore, NAACP; Ms. Sarah Pederson, Teacher - Southport Elementary; Ms. Debra Schaefer, Principal - Somers Elementary School; Ms. Pam Stevens, School Board President; Ms. Sue Valeri, Coordinator of Special Education; Ms. Sandra Washington, Teacher - Lincoln Middle School; Ms. Simone Wilhoit, Parent – Brompton; and Dr. Mangi, excerpts follow:

“In May 2009, the Curriculum/Program Committee authorized the formation of the District Year Round School Study Committee to look into the feasibility of beginning a year round program in the Kenosha Unified School District.

The committee formed to study the feasibility of year-round schools was composed of three parents, five building principals (four elementary, one middle school), six teachers, two district administrators, two School Board members, KEA President, LULAC President and one NAACP representative. The committee met in August, September and January. During October and November, several committee members visited two elementary schools currently operating under a year round schedule: Janes Elementary School in Racine and Hawthorne Elementary School in Milwaukee.

The year-round models typically do not increase the number of school days students are in attendance but spread out the 11 weeks of summer vacation throughout the school year. The adopted calendars did strive to maintain winter breaks and spring breaks to coincide with their associated public school system. Intersession (the ‘vacations’ throughout the year) activities were provided through collaborative efforts among community and district resources (CLC and other child-care providers). While air-conditioning is advantageous, neither school visited had air conditioning.

General shortcomings noted from the visits include some difficulty in communications with the district office during the summer months when the majority of the district schools are closed though this was not an insurmountable problem. At

Hawthorne it was noted that student absence rates increase during the months of August and September. Janes Elementary noted that the 'new' school year typically starts in July, which can present difficulty if new students (coming from a traditional calendar school) are starting in August.

Research on the effects of student achievement as a result of moving to a year round school calendar is inconclusive. The schools visited offered a somewhat different view based on their experiences. In terms of student achievement, both schools indicated that they realized increased student achievement upon adopting and implementing a year round calendar. However, the majority of published research finds no conclusive direct correlation. Both the research and the school visits showed other positive aspects once a year round calendar was adopted, those aspects included: increased teacher moral; increased student/teacher relationships; increased student attendance with vacation periods more evenly distributed throughout the year; students in need of interventions can receive help in a more timely fashion; intersessions provide enrichment opportunities; and less student boredom.

Using the current 2009-2010 calendar, a year round school calendar was developed to provide a concrete example of what a year round school calendar might look like and how it might work in conjunction with the traditional calendar. This calendar is Appendix A. This calendar was then provided to KUSD Facilities along with four potential scenarios, requesting a cost estimate to implement a year round school calendar at that site. The elementary level was deemed the logical level to begin a pilot program. The four scenarios will be distributed at the committee meeting. To avoid any conjecture in terms of a pre-conceived school site, specific school names have been omitted. Both the calendar (Appendix A) and the scenarios are provided strictly as hypothetical possibilities to provide the board committee some cost estimates which might impact the feasibility of implementation. Cost estimates provided assume all current programs associated with each scenario would operate under the year round calendar. This assumption was made to allow the highest transportation cost estimates. All but one scenario site is currently air conditioned. Installing air conditioning at the one scenario site may not be in the District's best long term interest, however, that is a decision that is outside the scope of this committee. It should be noted that the attached year round calendar maintains the same number of student-teacher contact days as is currently provided for in the Teacher's Salary and Welfare Agreement, therefore, no increase in staffing costs. Any staffing costs related to the intersessions have not been estimated.

Next steps would include but not limited to: the selection of pilot site(s); community talks/forums and surveys of the site(s) population; survey of current site teachers and staff; recruitment of interested teachers and staff; attendance boundary/magnet/choice school decision(s); calendar decisions; and planning of inter-sessions.

The committee believes that the offering of a year round site in the Kenosha Unified School District is feasible and viable. The committee thinks a year round site would enhance student learning, providing a population of the district with a greater

continuity of teaching and learning opportunities. The Year Round School Study Committee recommends that a pilot year round school program to be developed and implemented at the elementary level.

At its February 11, 2010 meeting, the Curriculum/Program Committee voted to forward this report to the full Board for consideration. Administration recommends that the Board approve the recommendation for development and implementation of a pilot year round school program at the elementary level.”

Mr. Ostman moved to approve the development and implementation of a pilot year round school program at the elementary level. Mr. Fountain seconded the motion. Unanimously approved.

Mr. Fountain presented the Donations to the District as provided in the agenda.

Mrs. R. Stevens moved to approve the Donations to the District as presented. Mr. Ostman seconded the motion. Unanimously approved.

Meeting adjourned at 8:11 P.M.

Stacy Schroeder Busby
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD MARCH 2, 2010

A special meeting of the Kenosha Unified School Board was held on Tuesday, March 2, 2010, 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 5:10 P.M. with the following members present: Mrs. R. Stevens, Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube, and Mrs. P. Stevens. Mrs. Glass was also present.

Mrs. P. Stevens, 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. P. Stevens announced that an executive session had been scheduled to follow this special meeting for the purpose of Personnel: Employment Relationship; Problems; Position Assignments; and Compensation and/or Contracts.

Mr. Ostman moved that this executive session be held. Mr. Fountain seconded the motion.

Roll call vote. Ayes: Mrs. R. Stevens, Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube, and Mrs. P. Stevens. Noes: None. Unanimously approved.

Mrs. Taube moved to adjourn to executive session. Mrs. Snyder seconded the motion. Unanimously approved.

1. Personnel: Employment Relationship, Position Assignments, and Compensation and/or Contracts

Mr. Tolefree arrived at 5:11 P.M. and responded to Board members' questions.

Mr. Tolefree was excused at 5:18 P.M.

Discussion followed regarding the status of the Superintendent Search.

From 6:50 P.M. to 6:54 P.M. Mr. Triplett, representative from Ray and Associates, participated in the discussion via conference call.

From 7:05 P.M. to 7:15 P.M. a candidate participated in the discussion via conference call.

Meeting adjourned at 7:28 P.M.

These minutes were composed from notes taken by Kathleen DeLabio.

Kathleen DeLabio
Executive Assistant to Superintendent

SPECIAL MEETING
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD MARCH 9, 2010

A special meeting of the Kenosha Unified School Board was held on Tuesday, March 9, 2010, in the Board Room at the Educational Support Center. The purpose of this meeting was for discussion/action regarding an Administrative Appointment.

The meeting was called to order at 4:48 P.M. with the following members present: Mr. Fountain, Mrs. Snyder, Mr. Ostman and Mrs. P. Stevens. Mrs. Glass was also present. Mrs. Taube arrived later. Mr. Bryan and Mrs. R. Stevens were excused.

Mrs. P. Stevens, President, opened the meeting by announcing that this was a special meeting of the School Board of 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. Taube arrived at 4:50 P.M.

Mrs. Glass recommended an administrative appointment.

Mr. Fountain moved to approve Mr. Curtis Tolefree, Jr. as Interim Assistant Principal at Washington Middle School effective March 10, 2010. Mr. Ostman seconded the motion. Unanimously approved.

Meeting adjourned at 4:53 P.M.

Stacy Schroeder Busby
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD MARCH 9, 2010

A special meeting of the Kenosha Unified School Board was held on Tuesday, March 9, 2010, 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 5:00 P.M. with the following members present: Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube, and Mrs. P. Stevens. Mrs. Glass and Attorney Berthelsen were also present. Mrs. R. Stevens arrived later.

Mrs. P. Stevens, 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. P. Stevens announced that an executive session had been scheduled to follow this special meeting for the purpose of Board Deliberations or Negotiations for Investing Public Funds; Personnel: Employment Relationship; Problems; Position Assignments; Compensation and/or Contracts and Collective Bargaining Deliberations.

Mr. Fountain moved that this executive session be held. Mr. Ostman seconded the motion.

Roll call vote. Ayes: Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube, and Mrs. P. Stevens. Noes: None. Unanimously approved.

Mr. Ostman moved to adjourn to executive session. Mrs. Taube seconded the motion. Unanimously approved.

Mrs. R. Stevens arrived at 5:07 P.M.

1. Personnel: Employment Relationship, Problems, Position Assignments, and Compensation and/or Contracts

Board members discussed the status of the Superintendent Search.

The Board recessed at 5:45 P.M. and reconvened at 9:05 P.M.

Mr. Tenuta arrived at 9:06 P.M. and presented the Board with a personnel issue.

Mr. Tenuta was excused at 9:16 P.M.

2. Board Deliberations or Negotiations for Investing Public Funds

Mr. Johnston arrived at 9:17 P.M. and provided Board member with an update on the OPEB matter. A discussion followed.

Meeting adjourned at 9:30 P.M.

Stacy Schroeder Busby
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD MARCH 10, 2010

A special meeting of the Kenosha Unified School Board was held on Wednesday, March 10, 2010, 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 5:10 P.M. with the following members present: Mrs. R. Stevens, Mr. Fountain, Mrs. Snyder, Mr. Ostman, Mrs. Taube and Mrs. P. Stevens. Mr. Johnston and Mrs. Glass were also present. Mr. Bryan was excused.

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

Mr. Ostman moved that this executive session be held. Mrs. Snyder seconded the motion.

Roll call vote. Ayes: Mrs. R. Stevens, Mr. Fountain, Mrs. Snyder, Mr. Ostman, Mrs. Taube and Mrs. P. Stevens. Noes: None. Unanimously approved.

Mr. Ostman moved to adjourn to executive session. Mr. Fountain seconded the motion. Unanimously approved.

1. Collective Bargaining Deliberations

Mr. Daniel Burkwald, Mr. Scott Schultz, Ms. Valerie Lempke and Mr. Kamal Shah, representatives of Burkwald & Associates, Inc., were present, provided information, and answered questions and/or concerns of the Board pertaining to health care insurance relating to collection bargaining.

Meeting adjourned at 7:25 P.M.

Stacy Schroeder Busby
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD MARCH 15, 2010

A special meeting of the Kenosha Unified School Board was held on Monday, March 15, 2010, 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 10:31 A.M. with the following members present: Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube, and Mrs. P. Stevens. Mrs. R. Stevens arrived later.

Mrs. P. Stevens, 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. P. Stevens announced that an executive session had been scheduled to follow this special meeting for the purpose of Personnel: Employment Relationship; Position Assignments; and Compensation and/or Contracts.

Mr. Fountain moved that this executive session be held. Mr. Ostman seconded the motion.

Roll call vote. Ayes: Mr. Fountain, Mr. Bryan, Mrs. Snyder, Mr. Ostman, Mrs. Taube, and Mrs. P. Stevens. Noes: None. Unanimously approved.

Mr. Ostman moved to adjourn to executive session. Mr. Fountain seconded the motion. Unanimously approved.

Mrs. R. Stevens and Mrs. Glass arrived at 10:36 A.M.

1. Personnel: Employment Relationship, Position Assignments, and Compensation and/or Contracts

Board members discussed the status of the Superintendent Search.

Mr. Ostman departed the meeting at 11:57 A.M.

Meeting adjourned at 12:03 P.M.

Stacy Schroeder Busby
School Board Secretary

Kenosha Unified School District No. 1
Kenosha, Wisconsin
Summary of Receipt
March 23, 2010

	From	To	Date	Amount
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Receipts:

Total Receipts	CR042533	CR043097	1/1/10 - 1/29/10	\$ 532,292.55
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Wire Transfers from Johnson Bank to:

First Natl Bank of Chicago/NationsBank <i>(for federal payroll taxes)</i>		February 1, 2010	141,085.14
First Natl Bank of Chicago/NationsBank <i>(for federal payroll taxes)</i>		February 11, 2010	1,312,258.65
First Natl Bank of Chicago/NationsBank <i>(for federal payroll taxes)</i>		February 16, 2010	139,949.54
First Natl Bank of Chicago/NationsBank <i>(for federal payroll taxes)</i>		February 25, 2010	1,350,386.94
First Natl Bank of Chicago/NationsBank <i>(for federal payroll taxes)</i>		February 26, 2010	184,096.94
US Bank of Milwaukee <i>(for state payroll taxes)</i>		February 1, 2010	291,088.13
US Bank of Milwaukee <i>(for state payroll taxes)</i>		February 4, 2010	690.83
US Bank of Milwaukee <i>(for state payroll taxes)</i>		February 16, 2010	371,512.17
US Bank of Milwaukee <i>(for state payroll taxes)</i>		February 18, 2010	232.41
Wisconsin Retirement System		February 26, 2010	1,305,371.49
Total Outgoing Wire Transfers			\$ 5,096,672.24

Check Registers:

General	445770	446098	February 5, 2010	615,525.70
General	446099	446549	February 12, 2010	5,176,378.83
General	446550	446566	February 12, 2010	6,677.42
General	446567	446570	February 17, 2010	668.00
General	446571	447065	February 19, 2010	712,218.97
General	447066	447068	February 23, 2010	10,050.72
General	447069	447074	February 24, 2010	2,881.65
General	447075	447466	February 26, 2010	2,103,095.58
General	447467	447483	February 26, 2010	6,593.20
Total Check Registers				\$ 8,634,090.07

Administrative Recommendation

It is recommended that receipt numbers CR042533 through CR043097 that total \$532,292.55 be approved.

Check numbers 445770 through 447483 totaling \$8,634,090.07 are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that wire transfers to First National Bank of Chicago and Nations Bank dated February 1, 11, 16, 25 and 26, 2010 totaling \$3,127,777.21; to US Bank of Milwaukee dated February 1, 4, 16, and 18, 2010 totaling \$663,523.54 and to the Wisconsin Retirement System dated February 26, 2010 totaling \$1,305,371.49 be approved.

Dr. Joseph T. Mangi
Superintendent of Schools

William L. Johnston, CPA
Executive Director of Business

Eileen Coss
Accounting Manager

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

March 23, 2010

WAIVER OF POLICY 1330
USE OF SCHOOL DISTRICT FACILITIES

The United Way of Kenosha County in conjunction with the Infant Mortality Delegation and Leadership Kenosha is requesting a waiver of user fees for use of Brass Community School on Saturday, May 15, 2010, for the 1st Annual Baby & Family Wellness Expo. Rental fees are estimated at \$1,421, custodial charges at \$532.28 and there is a \$20 permit filing fee.

Board Policy 1330.2, Charges for Use of School District Facilities defines requirements for outside groups to use school district facilities. Specifically, Policy 1330.2 states that, "...the Board retains the right to waive or adjust any fees associated with use of District facilities."

RECOMMENDATIONS

At its March 9, 2010, meeting, the Audit/Budget/Finance Committee voted to forward this waiver request to the full Board. Administration recommends that the Board approve the request from the United Way of Kenosha County, Infant Mortality Delegation and Leadership Kenosha for waiver of rental fees in the estimated amount of \$1,421 for use of Brass Community School on Saturday, May 15, 2010. It is not recommended that the cost of the custodial fees, the \$20 permit filing fee or the possible \$100 clean-up fee be waived.

Dr. Joseph T. Mangi
Superintendent of Schools

Bdreport/waiver of policy 1330 3-9-10

February 24, 2010

Dear Dr. Mangi

United Way of Kenosha County in conjunction with the Infant Mortality Delegation and Leadership Kenosha are looking to host the 1st Annual Baby & Family Wellness Expo on Saturday, May 15, 2010. The purpose of this Expo is to bring awareness to the issue of racial disparities and how it relates to infant mortality in Kenosha County. Currently, Racine and Kenosha have the widest gap between Caucasian and African American infant deaths. African American infant deaths occur approximately four times more often than Caucasian infant deaths! Moreover, we are looking to bring attention to the resources available to Kenosha families to help with prevention of infant mortality.

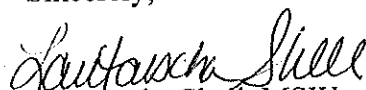
We'd like to utilize the Brass Community School, located at 6400 15th Avenue Kenosha, WI from 7 am to 3 pm which includes one hour of set up and clean up time on both ends. Specifically, we will need the use of the gymnasium, cafeteria, library, and five to seven classrooms (all located on the first floor), bathrooms, and the general hallway area. We plan to have a large group presentation in the gymnasium where Lorraine Lathen, President of Jump at the Sun Consultants will speak, workshops hosted by various community agencies in classrooms, food and refreshments served in the cafeteria (all catered), and finally exhibitors located throughout the areas joining the classrooms and hallway.

Because Brass Community School serves as a Lighted Schoolhouse and Kenosha Unified School District works to lend themselves to helping resolve social ills that affect our students, we are in request of the use of this facility. Additionally, we are asking that all building fees be waived for the use. We will work with facilities to arrange the set up and are willing to comply with regular building use rules and regulations.

I was informed that the process for making this request involves a letter to the Superintendent's Office. I would really appreciate your feedback as quickly as possible as we are working with a very limited funding source to coordinate this event. Please keep in mind that this is a community project that my team selected as a requirement during my participation in Leadership Kenosha.

I look forward to your response!

Sincerely,



Lautauscha Shell, MSW

21st CCLC Project Director
Kenosha Unified School District

Cc: Scott Lindgren, Athletics Director (KUSD)
Vickie Brown-Gurley, Executive Director of C & I (KUSD)
Cindy Scott, Facilities (KUSD)
Cyndean Jennings, LK Team Leader (Gateway)

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

March 23, 2010

**WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION
REQUEST TO SUBMIT
ALTERNATIVE EDUCATION PROGRAM GRANT APPLICATION**

School Board approval is requested to submit the following grant:

- Five-year competitive grant for funding alternative education programs.

This grant provides funds for schools to develop new or to expand existing alternative education programs.

Grant Title

Wisconsin Department of Public Instruction Alternative Education Program Grant

Grant Funding Source

Funds are dispersed by the Wisconsin Department of Public Instruction (DPI)

Grant Time Period

August, 2010 – June, 2015.

Type of Project

Alternative Education Program Grants are instructional programs, approved by school boards, that utilize successful alternative or adaptive school structures and teaching techniques and that is incorporated into existing, traditional classrooms or regularly scheduled curricular programs or that is offered in place of regularly scheduled curricular programs. These programs are designed for pupils having difficulty succeeding in the regular school setting as evidenced by, but not limited to, any of the following:

- Academic failure
- Truancy
- Expulsion or suspension
- Disruptive behavior
- Criminal involvement
- Violent behavior
- Alcohol and other drug abuse involvement

Grants awarded under this competition will range from \$50,000 to \$100,000. Contingent on continuing funding and program compliance, awards will be for five years: 100% for years one through three, 60% for year four and 40% for year five. Priority is given to applicants whose proposed alternative education program is likely to have the greatest potential of successfully meeting students' needs.

Purpose

This grant focuses on increasing the number of students who graduate with their cohort group at the end of four years in high school. This proposal focuses on both regular and special needs students who fail to be successful after their first ninth grade year at Tremper High School as measured by the acquisition of credits and regular school attendance.

Program Description

In general, the Kenosha Unified School District is in great need of strong prevention and intervention programs for specific populations to reduce academic failure and truancy and to improve this targeted group's graduation rate.

The premise of this proposal is that not all students respond to the same instructional strategies and settings. Ninth grade is a difficult year for students, particularly those in large urban districts such as Kenosha. Even those who did moderately well in middle school succumb to academic and social pressures of high school resulting in the acquisition of minimal credits which often results in a failure to complete high school. Tremper High School is working to utilize successful alternatives and adaptive teaching techniques based on a tiered approach.

Students who will be served by this program include pupils who have difficulty succeeding in their first year in a regular high school setting. Specifically, students to be served by this program include pupils in the ninth grade cohort who fail to earn more than 3 ½ credits at the end of their first year in the Ninth Grade Academy at Tremper High School and who exhibit habitual truancy (a student who is absent from school without an acceptable excuse for part of all of five or more days during which school is held in one semester). Students with disabilities and regular education students will be identified for inclusion in to the program.

Thirty-five to forty students will be selected. Preference will be given to students who began the school year at Tremper High School at the start of their ninth grade year. Students will have an opportunity to gain the intermediate skills that high school courses assume students have and to earn credits necessary for completion of 10th grade requirements. During the afternoons, students will focus on the completion of ninth grade credit requirements. In addition, students will have an opportunity to earn 2 elective credits. Up to 10 credits may be earned during one school year.

Staffed at a rate of 18-20 students to two teachers, a smaller learning environment, regular progress monitoring, frequent formative assessment and corrective instruction will be maintained.

Evaluation Plan

Evaluation activity for the program will be designed around a DPI format that also requires response to the goals and objectives provided in the District grant proposal. Evaluation will be governed under Department of Public Instruction requirements and will include data disaggregated by demographics which will include ethnicity, economic status and disability. The following overall goal and objective will apply to this program:

Program Goal: *Increase the number of students who graduate with their cohort group at the end of four years in high school.*

Program Objective: *The THS Fast Forward Credit Recovery Program will reengage students who fail to be successful after their first ninth grade year at Tremper as measured by the*

acquisition of credits necessary to advance to 11th grade status by the end of the school year and by regular school attendance.

Relationship to the District Strategic Plan and Goals

This grant will support the KUSD mission to successfully educate all students to reach their fullest intellectual, academic, social/emotional and physical potential. In addition, this grant will support Strategy Seven: We will work effectively with our disengaged students and those who are negatively impacted by social influences, which are interfering with learning in order to improve attendance, achievement and the graduation rate.

Number of Students Serviced

35-40 students are currently targeted for enrollment in this program. It will be staffed by four teachers, one in each of the four core areas.

Budget

Funds may not be used to supplant other federal, state or locally funded programs. Kenosha Unified is the intended recipient and fiscal agent for the grant. Grant awards will range from \$50,000 – 100,000 per qualifying site for five years. 100% of the grant amount awarded is received for years one through three, 60% for year four and 40% for year five.

District Resources Committed as a Result of Acceptance of These Funds

The Executive Director of School Leadership along with the principal of Tremper High School will oversee grant implementation through existing staff resources. The resources received through this grant will be used to support staffing for this program. The additional funds needed for the project will come from Tremper High School's staffing allocation and from its discretionary budget.

Relationship to District Budget

Tremper High School may plan to combine this grant fund supported program with other District supported programs to reach common goals of improved academic achievement. A continuing investigation is underway to determine how the present Bridges program, AIS lab and Read 180 labs may enhance the goal of the Ninth Grade Recovery Program which is to improve the four year cohort graduation rate.

Administrative Recommendation

The Alternative Education Program Grant Application was due to the State of Wisconsin Department of Public Instruction by March 2, 2010, and was submitted in a timely manner. Due to DPI timelines, it was not possible to request Board approval prior to submission. At its March 9, 2010 meeting, the Curriculum/Program Committee voted to forward this grant request to the full Board for consideration. Administration recommends that the Board grant approval to accept and implement the five year Alternative Education Program Grant if received.

Dr. Joseph T. Mangi
Superintendent of Schools

Mr. Daniel Tenuta
Executive Director of School Leadership-High Schools

Mr. Richard Aiello, Principal
Tremper High School

Ms. Margaret Modory, Assistant Principal
Tremper High School

Fiscal, Facilities and Personnel Impact Statement

Title: Alternative Education Program Grant

Budget Year: 2010-11

Department: Tremper High School

Budget Manager: Richard Aiello

REQUEST

Tremper High School is focused on increasing the number of students who graduate with their cohort group at the end of 4 years in high school. We are seeking to obtain an Alternative Education Program grant from the Department of Public Instruction for \$50,000 - \$100,000. 100% of the awarded amount will be received for the first three years. 60% would be awarded for year 4 and 40% would be awarded for year 5.

This grant will be used to implement programming for second year ninth grade students who earn 3 1/2 credits or less during their first year of high school.

RATIONALE/ INSTRUCTIONAL FOCUS

The purpose of this ninth grade credit recovery program is to recover credits and get back on track for graduation. Ultimately the goal of this program is to improve the 4 year cohort graduation rate for Tremper High School and the Kenosha Unified School District.

The premise of this proposal is that not all students respond to the same instructional strategies and settings. Ninth grade is a difficult year for students, particularly those in large urban districts such as Kenosha. Even those who did moderately well in middle school succumb to academic and social pressures of high school. This ninth grade recovery program will reengage students who fail to be successful after their first ninth grade year at Tremper High School as measured by the acquisition of credits and regular school attendance. Students will have an opportunity to gain the intermediate skills that high school courses assume students have and to earn credits necessary for completion of 10th grade requirements. During the afternoon, students will focus on the completion of ninth grade credit requirements.

IMPACT

Previous data gathered demonstrates the great need for strong prevention and intervention programs to reduce academic failure and truancy and to increase the District 4 year cohort graduation rate. Statistics gathered illustrate a serious lack of progress for students who fail to earn more than 3 1/2 credits towards high school graduation rate. In fact, statistics show that fewer than 1/2 of those students go on to graduate with their cohort group. Therefore, a successful ninth grade recovery program will significantly impact the lives of these students and directly improve the graduation rate of Tremper High School and the Kenosha Unified School District.

BUDGET IMPACT		
Object Level	Descriptive	Amount
100's	Salaries	\$44,000.00
200's	Fringes	\$36,000.00
300's	Purchased Services	\$20,000.00
400's	Non-Capital Objects	\$0.00
500's	Capital Objects	\$0.00
		\$0.00
	TOTAL	\$100,000.00

This is a ☐ one-time or a ☒ recurring expenditure

FUNDING SOURCES
Select Funding Sources:

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

March 23, 2010

HEAD START FEDERAL GRANT REQUEST FOR THE 2010-11 SCHOOL YEAR

Approval from the Board of Education is requested to submit and implement the Head Start Federal Grant for the 2010-11 school year. The funding for this grant is \$1,963,967. The grant is designed to fund the operating costs of the Kenosha Unified School District Head Start Child Development Program.

Grant Title

Federal Head Start Grant

Funding Source

U.S Department of Health and Human Services
Administration for Children and Families

Grant Time Period

July 1, 2010 to June 30, 2011

Purpose

The purpose of the Head Start program is to provide comprehensive services in the areas of health, education, social services, and parent involvement for low-income preschool children and their families. This grant will service 330 high-risk children that will be three or four years of age on or before September 1, 2010. Funds will be utilized to serve the children and their families in all program component areas as required in the Head Start Act and through the Head Start Performance Standards.

Number of Students Served

330 Eligible Head Start Students

Relationship to District Strategic Plan and Goals

The Head Start program goals directly correlate to the District's objectives to have:

- All students meet or exceed the District and state identified proficiency levels for performance in reading, math, science and social studies by 2010.
- All students participate in meaningful service projects annually.
- All students consistently demonstrate respectful and responsible behavior within our diverse school community.
- All students will meet our requirements for graduation.

The District's Pre-School Standards and Benchmarks and the Head Start Performance Standards serve as a framework for all Head Start programming. By working with the children early in their lives, we have an opportunity to imprint the value of education on the child and his/her family. A positive value of education will impact the District objectives.

Fiscal Impact

See attached Fiscal Impact statement.

Changes in Program Service

The Federal Grant funding award for the 2010-11 school year shows an increase from the 2009-10 school year. Increased program costs create a need for Head Start to revise current programming. There remain multiple unknown factors that may impact the budget and require revisions to the program. The budget will be revised if needed.

Evaluation Plan

- The Head Start program meets a community need for the services that it provides. This will be evident through the maintenance of a Head Start waiting list of families that qualify for the program.
- Achievement of the 2009-10 KUSD Pre-school Strategic Plan goals.
- Student outcomes to be monitored in the eight outcome areas required by Head Start for each individual child and the growth of the child will be reported to parents/guardians three times during the school year.
- Semi-annual Program Report to the Policy Council and School Board.
- Semi-annual Program Plan Report to the Head Start Region V office in Chicago.
- Head Start monthly reports (HS 22) to the Policy Council and School Board.

Staff Person in Charge of Program

Melody Orban, Head Start Administrator

Staff Persons involved in preparation of the grant application:

Yolanda Nava, Policy Council Chair
Lynda Dower, Family & Community Coordinator
Kim Kurklis, Disabilities Coordinator
Yolanda Nava, Policy Council Vice-President
Samantha McGovern, Education Coordinator
Jodee Rizzitano, Health Coordinator

Administrative Recommendation

At its March 9, 2010 meeting, the Curriculum/Program Committee voted to forward this grant request to the full Board for consideration. Administration recommends that the School Board approve submission and implementation of the 2010-11 Federal Head Start Grant Request.

Dr. Joseph T. Mangi
Superintendent of Schools

Kathleen Barca
Executive Director of School Leadership

Belinda Grantham
Director of Preschool

Melody Orban
Head Start Administrator

Fiscal, Facilities and Personnel Impact Statement

Title: Head Start Federal Grant Request **Budget Year:** 2010-2011

Department: Head Start **Budget Manager:** Melody Orban

REQUEST

Approval from the Board of Education is requested to submit and implement the Head Start Federal Grant - for the 2010-11 school year. The funding for this grant totals \$1,963,967. It is designed to fund the operating costs of the Kenosha Unified School District Head Start Child Development Program.

RATIONALE/ INSTRUCTIONAL FOCUS

This grant serves the academic social/emotional and health needs of low-income three and four year old children and their families. Children who qualify must reside within the boundaries of KUSD. Providing these children a base of strong academic skills, self esteem, and a love of learning will lead to stronger attendance, academic performance and higher graduation rates.

IMPACT

This Head Start grant provides:

- Funding for staffing (teachers and educational assistants) to serve 330 children within the boundaries of the Head Start Performance Standards.
- Funding for support staff (family services provider) for families of Head Start children as specified in the Head Start Performance Standards.
- Funding for operation of the program.

BUDGET IMPACT

Object Level	Descriptive	Amount
100's	Salaries	\$929,493.00
200's	Fringes	\$751,158.00
300's	Purchased Services	\$8,844.00
400's	Non-Capital Objects	\$4,225.00
500's	Capital Objects	\$208,775.00
	Dues/Fees	\$61,472.00
	TOTAL	\$1,963,967.00

This is a ☐ one-time or a ☒ recurring expenditure

FUNDING SOURCES
Select Funding Sources:

**Kenosha Unified School District No. 1
Kenosha, Wisconsin**

March 23, 2010

**REVIEW OF SCHOOL BOARD POLICY/RULE 6456 –
GRADUATION REQUIREMENTS**

Background

It was discovered that the current School Board Policy Rule 6456 was stated and implemented in a way that it was not intended. The policy currently requires students to complete either one-half credit of U.S. Government and Politics or 1 credit of Advanced Placement (AP) U. S. Government and Politics (grade 11 or 12). The graduation requirement is different for students challenging themselves with the AP course, whereas these students are required to complete a full credit versus a half credit of U. S. Government and Politics.

Rationale for Change

As it pertains to the students who take Advanced Placement U. S. Government and Politics, if a student completes half of the course and chooses not to continue with the second half of the course for whatever reason, under the interpretation of the current policy the student has not met the graduation requirement and is rescheduled to take the regular half credit U. S. Government and Politics course.

Students accepting the challenges of taking the more rigorous Advanced Placement U. S. Government and Politics are still expected to meet the most essential benchmarks. The course rigor requires that the most essential benchmarks be addressed throughout the course, including each half of the course.

Recommendation

Students who successfully complete a half credit from either U.S. Government and Politics or Advanced Placement U. S. Government and Politics will satisfy that component of the social studies graduation requirement. (See tables below.)

Current school board policy states:	
SOCIAL STUDIES	4 credits 3 credits of required courses- 1 credit U.S. History 9 th grade, 1 credit World History 10 th grade, ½ credit U.S. Government & Politics or 1 credit Advanced Placement Government & Politics 11 th or 12 th grade, ½ credit Behavioral Science; plus 1 credit elective course

A change is recommended to:	
SOCIAL STUDIES	<p>4 credits 3 credits of required courses-</p> <p>1 credit U.S. History 9th grade,</p> <p>1 credit World History 10th grade,</p> <p>½ credit from either U.S. Government & Politics or 1 credit Advanced Placement Government & Politics 11th or 12th grade,</p> <p>½ credit Behavioral Science;</p> <p>plus 1 credit elective course</p>

(See Addendum A for a full view of revised Board Policy Rule 6456.)

The recommended policy revision was reviewed by the Personnel/Policy and Curriculum/Program Standing Committees at their March 9, 2010 meetings. The Personnel/Policy Committee voted to forward the recommended policy revision to the full Board for consideration. No action was taken by the Curriculum/Program Committee. Administration recommends that the Board approve the recommended revisions to Policy 6456 as a first reading this evening and as a second reading at its April 26, 2010 regular meeting.

Dr. Joseph T. Mangi
Superintendent of Schools

Mrs. Vickie Brown-Gurley
Executive Director of Curriculum and Instructional Services

Mr. Mark Hinterberg
Teacher Consultant: 6-12 Social Studies

Mr. David Tuttle
Teacher Consultant: Talent Development

POLICY 6456
GRADUATION REQUIREMENTS

Academic credits shall be awarded for successful completion of class requirements in grades nine through twelve. Graduation credit requirements are based on Carnegie credits earned. A student must earn 26 high school credits to graduate from the Kenosha Unified School District No. 1. Beginning in the fall of 2004, a student must also complete one of the following:

1. Earn a score of basic or above in three of five subtests on the high school Wisconsin Knowledge and Concepts Exam (WKCE)
2. Earn a cumulative grade point average (GPA) of at least 1.0 on an unweighted scale through the seventh semester of high school; i.e., January of senior year
3. Meet one of the following test scores requirements:
 - a. ACT Assessment - 18 or above
 - b. SAT I Exam - 870 or above
4. Successfully complete an approved Individual Education Plan (IEP), Limited Language Plan (LLP), and/or Section 504 Plan

A credit deficient student who is at least 17 years of age who has been in a high school cohort group for all four years (a student with a July birthday would be able to take the exam with the June testing group if they attended high school for four years with their peers) may also successfully complete the District Competency Graduation Requirements or a comparable program to earn a District diploma. In addition, a District diploma may be earned by a transfer student through an academic review of the student's transcript by a building administrator.

A high school team comprised of a building administrator, a counselor, and representative high school teachers shall constitute the review board for any contested decisions concerning graduation. Continued appeals shall be submitted to the Superintendent /designee for a final decision.

All students shall be required to take a full schedule except junior and senior year when students may be allowed to have one release per quarter or semester. In addition, four years of high school attendance shall be required unless early graduation is applied for and approved pursuant to established District procedures. Students are eligible for early graduation when they have completed the requirements for receipt of a diploma.

The Board may award a high school diploma to certain veterans, notwithstanding District and statutory high school graduation standards. To be awarded a diploma, a person must be at least 65 years of age, attended high school in the District or attended high school in Wisconsin and resides in the District, left high school before graduation to join the U.S. armed forces during a war period as defined in state law, and served on active duty under honorable conditions in the U.S. armed forces or in forces incorporated as part of the U.S. armed forces. War periods include, among others, World War II, the Korean Conflict, Vietnam War, and Persian Gulf War. The Board may also award a high school diploma to a person who received a high school equivalency diploma after serving on active duty in the U.S. armed forces or in forces incorporated as part of the U.S. armed forces if the person meets the other conditions outlined in this paragraph and to a veteran who has died, but who before dying, has satisfied the conditions outlined in this paragraph.

LEGAL REF.: Wisconsin Statutes

- | | | |
|----------|-------------------|---|
| Sections | 115.787 | [Individualized education programs] |
| | 115.915 | [Program or curriculum modifications for school-age parents] |
| | 118.15(1)(b)-(cm) | [16 and 17 year old student participation in program
leading to high school graduation or high school equivalency] |

POLICY 6456
GRADUATION
REQUIREMENTS

Page 2

LEGAL REF.: Wisconsin Statutes, continued

- 118.153 [Programs for children at risk of not graduating]
- 118.30 [Student assessment; state requirements]
- 118.33 [High school graduation standards]
- 118.35 [Programs for gifted and talented students]
- 118.52(3)(d)2 [Part-time public school open enrollment]
- 118.55 [Youth Options Program]
- 120.13 [Board power to do all things reasonable for the cause of education]
- 120.13(37) [Board power to issue diplomas to veterans]
- 121.02(1)(p) [School district standard; graduation requirements]
- PI 18 Wisconsin Administrative Code [High school graduation standards]
- PI 40 [Determining and awarding high school credit for Youth Options Program courses]

CROSS REF.: 5110, Equal Educational Opportunity/Student Discrimination Complaint

- 5118.1, Promotion
- 5120, Student Enrollment Reporting
- 5240, Accommodation of Private School and Home-Based Private Education Program Students
- 5260, Full-Time Public School Open Enrollment
- 5270, Part-Time Public School Open Enrollment
- 5310, Student Attendance
- 6423, Talent Development Program
- 6460, Testing Programs
- Youth Options Programs
- Special Education Program and Procedure Manual*

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: August 13, 1991

REVISED: August 22, 1995
May 28, 1996
July 30, 1996
September 11, 1996
June 17, 1997
June 9, 1998
August 11, 1998
September 14, 1999
October 23, 2001
May 27, 2003
November 22, 2005
August 26, 2008
November 25, 2008

RULE 6456
GRADUATION REQUIREMENTS

A. Credit Requirements

1. Specific 26 Credits Required

ENGLISH	4 credits
SOCIAL STUDIES	4 credits 3 credits of required courses- 1 credit U.S. History 9 th grade, 1 credit World History 10 th grade, ½ credit from either U.S.Government & Politics or 1 credit Advanced Placement Government & Politics 11 th or 12 th grade, ½ credit Behavioral Science; plus 1 credit elective course
MATHEMATICS	4 credits
SCIENCE	4 credits: 2 credits of required courses including one credit of Biology or Biotechnology in grade 9 and one credit in a course that incorporates physical science (e.g., Chemistry, Physics, or Matter and Energy), plus 2 credits of elective courses.
PHYSICAL EDUCATION	1 ½ credits**
HEALTH	½ credit
CONSUMER EDUCATION	½ credit***
ELECTIVES	7 ½ credits
SPECIAL DIPLOMA REQUIREMENTS	For Honors with Distinction Diploma: 16 credits in honors courses are required along with completion of all other specified requirements.
<p>*The required science course sequence does not apply to those in the honors program.</p> <p>**Unless exempted pursuant to Wisconsin Statutes, exemption shall be granted for medical reasons upon presentation of a physician's statement. Students excused from physical education for all four years of high school for medical reasons shall be required to make up ½ credit in another elective subject for each semester excused from physical education.</p> <p>***Waived for students who successfully complete ½ credit Honors Economics, ½ credit Economics, 1 credit Advanced Placement Economics, or 1 credit Marketing.</p>	

RULE 6456
GRADUATION REQUIREMENTS
Page 2

2. The District will provide access to honors, advanced placement, and post-secondary courses in accordance with state law requirements and established District procedures.
3. Summer school credit is awarded on the basis of one-half credit for each class successfully completed in classes equivalent to 80 clock hours per class scheduled. Prior approval by the principal is required to earn credit for summer school courses taken outside of the District.
4. Credit deficient students who are at least 17 years of age who have been in a high school cohort group for all four years (a student with a July birthday would be able to take the exam with the June testing group if they attended high school for four years with their peers) and are current residents of the District may be issued a District diploma if they satisfy the following Competency Graduation Requirements
 - a. Are enrolled members of a District cohort group, which means that students must have been enrolled members of a particular Kenosha Unified School District graduating class (i.e. Class of 2005). Eligible students must have been enrolled in the District prior to the end of their cohort year graduation date. Non-KUSD cohort students 18 yrs of age or older whose graduation year has expired will not be eligible to participate in the program.
 - b. Score at or above the fourth stanine on all predetermined subtests including core areas of the District's adopted standardized achievement tests.
 - c. Demonstrate competency in writing, which can be accomplished by scoring at a level 4.0 or higher on the WKCE writing assessment or scoring at a level 3.0 or higher on the WorkKeys writing assessment.
 - d. Complete consumer education/economics, health, government and politics, or approved comparable courses.
 - e. Meet employability standards in one of the following ways:
 - Successful employment for a six-month period of time and can provide validation; or
 - Meet an employability component established by the District in the form of a work readiness portfolio.
 - f. Students will be required to assume any associated costs for the administration and scoring of District adopted standardized assessments.
5. Accelerated/alternative high school credit attainment is an option for high school students aged 16 and above who may earn high school credit based upon satisfactory completion of individual portions of a District or state-approved criterion referenced test at 85 percent mastery or on norm referenced tests at the 4th stanine or above, normed at 12th grade, 7th month, independent of length of time required; completion of performance-based assignments, and attainment of minimum required credits.

B. Early Graduation

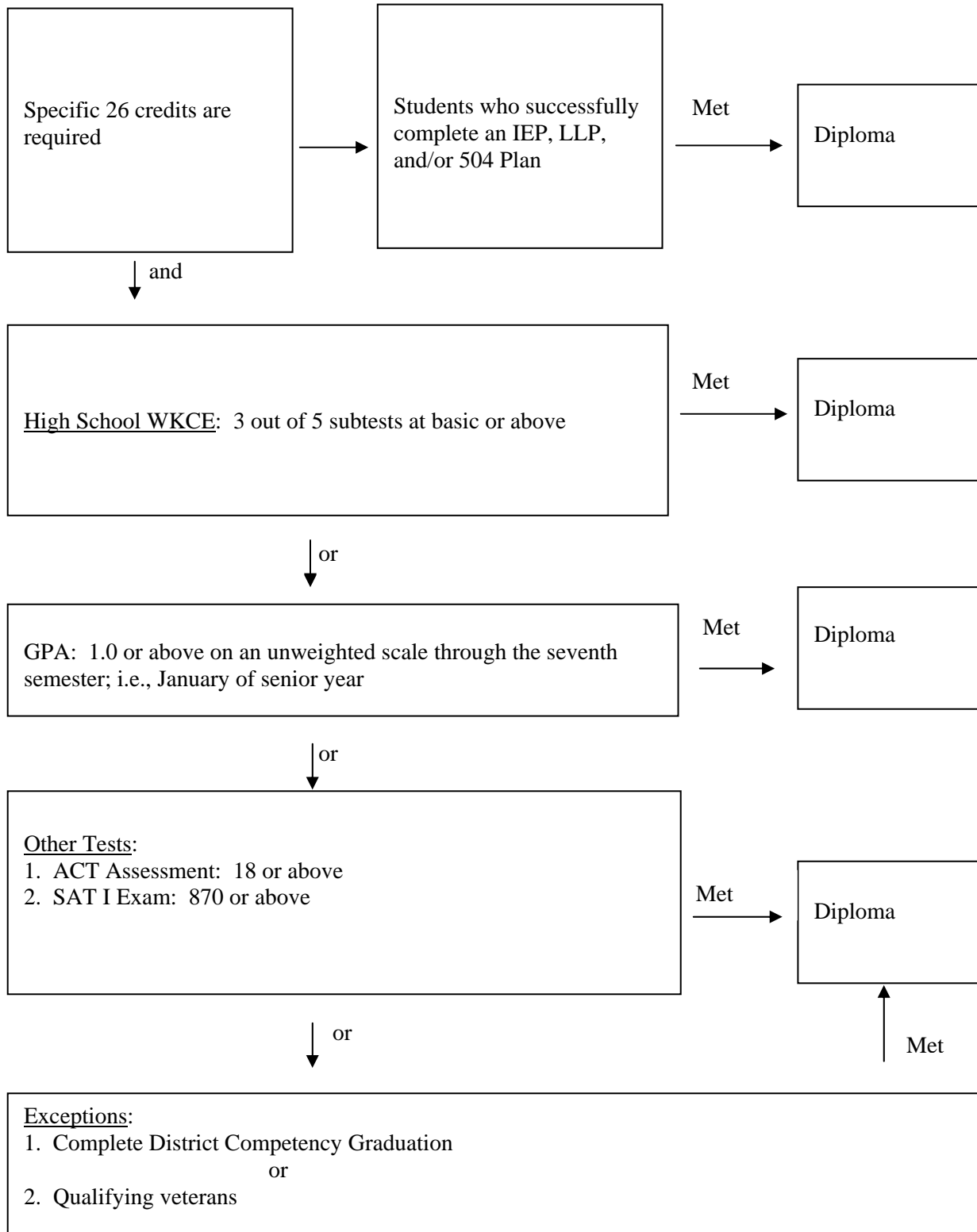
To be considered for early graduation, the student and the parent/guardian shall submit a written request to the principal no later than the end of the first marking period of the school year in which the student plans to graduate early.

The student's course of study, earned grades in such courses, grade point average, and other performance indicators shall be made part of the student's transcript.

RULE 6456

GRADUATION REQUIREMENTS

Page 3



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Kenosha Unified School District No. 1
Kenosha, Wisconsin

March 23, 2010

Investments - Policy 3240

As part of the ongoing review of District policies, attached is the current Investment Policy (3240). This policy was last reviewed in 2003, when the District financed the Mahone Middle School. In 2007, District staff titles were updated with all of the 3000 series policies.

In 2003, the Board wanted to include specific language regarding capital funds and debt service and how those funds would be invested (Rule 3240). The other component of this review was a review of the re-prioritizing of the Districts investing objectives between diversification, safety of principal and yield (Policy 3240). At that time, a fourth objective of liquidity was removed from the policy.

State Statute

State Statute 66.0603 states that a school district (among other governmental entities) may invest any of its funds not immediately needed in any of the following:

- Time deposits in any credit union, bank, savings bank, trust company or savings and loan association that is authorized to transact business in this state if the time deposits mature in not more than 3 years.
- Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, board or other instrumentality of the federal government.
- Bonds or securities of any county, city, drainage district, technical college district, village, town or school district of this state.
- Any security which matures or which may be tendered for purchase at the option of the holder within not more than 7 years of the date on which it is acquired, if that security has a rating which is the highest or 2nd highest rating category assigned by Standard & Poor's corporation, Moody's investors service or other similar nationally recognized rating agency or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.
- Securities of an open-end management investment company or investment trust, if the investment company or investment trust does not charge a sales load, if the investment company or investment trust is registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, and if the portfolio of the investment company or investment trust is limited to the following:
 - Bonds and securities issued by the federal government or a commission, board or other instrumentality of the federal government.
 - Bonds that are guaranteed as to principal and interest by the federal government or a commission, board or other instrumentality of the federal government.
 - Repurchase agreements that are fully collateralized by bonds or securities under the above sub-bullets of this bullet.

Wisconsin Act 99

In 2006, the Legislature enacted a new law, Wisconsin Act 99, relating to the investment by school districts of funds held in trust to provide post-employment benefits. Under Act 99, funds held in trust to provide for post-employment health care benefits, provided either separately or through a defined benefit pension plan, and other post-employment benefits provided separately from a defined benefit pension plan may be invested in the same manner as is authorized for investments under s. 881.01, "Uniform prudent investor act". The "prudent investor rule" requires that funds be invested and managed as a prudent investor would, by considering the purposes, terms, distribution requirements and other circumstances of the trust.

A trustee who invests and manages assets of the trust must comply with the prudent investor rule set forth in the statute. This rule does require the trustee of an employee benefit trust fund to exercise reasonable care, skill and caution when investing and managing the assets of the trust.

KUSD Investments

The District's funds are invested in the following investment vehicles:

- ☐ Wisconsin Investment Series Cooperative (WISC)
- ☐ Wisconsin Local Government Investment Pool (LGIP)
- ☐ Repurchase Agreements through local banks

The majority of the Districts funds are invested in the Wisconsin Investment Series Cooperative (WISC). WISC was established in 1988 and provides a vehicle for governments to investment in U.S. government obligations, agencies, commercial paper and other high quality short-term instruments. The combined purchasing power of many public entities generally attracts higher interest rates for public fund participants.

The State of Wisconsin Local Government Investment Pool (LGIP) gives all local governments in Wisconsin the opportunity to make short-term investments in a diversified and low-risk portfolio, provide liquidity and offer competitive rates of return. The funds from the LGIP are combined with funds from the State of Wisconsin and retirement funds and managed as one fund called the State Investment Fund. The LGIP is a part of the State Investment Fund (SIF) and managed by the State of Wisconsin Investment Board.

Short-term investments also occur through Johnson Bank by using a sweep account by investing excess cash in our account. This account automatically invests excess cash each day (above a predetermined limit) in an interest bearing money market account or overnight repurchase agreement to maximize interest income.

Each quarter, an investment report is provided to the Committee showing the breakdown of the District dollars invested, the type of investment and the interest earned to date for the current fiscal year. The report also delineates the investment earnings by type for the prior two (2) fiscal years.

At the February Audit, Budget and Finance Committee meeting, the Committee discussed adding safeguards to ensure that investments outside of the District Schedule of Authorized Depositories (copy attached from last April) have an additional review by an independent financial advisor to ensure that the investment meets the guidelines and intent of the District's Investment Policy. The Policy has been updated in bold to reflect this additional requirement.

Both the Personnel and Policy Committee and the Audit, Budget and Finance Committee reviewed the recommended addition to the policy and both Committees recommended sending it to the full Board, subject to a review of the new language by the District's attorney, for a first reading and a second reading. The revised policy was reviewed by the District's Bond Counsel and the addition of "(except for 1.e. above)" was recommended to be added to the language to provide an additional safeguard.

Administrative Recommendation

Administration recommends that the revised Policy and Rule 3240 – Investments be approved as a first and second reading on March 23, 2010.

Dr. Joseph T. Mangi
Superintendent of Schools

William L. Johnston, CPA
Executive Director of Business

Eileen Coss
Accounting Manager

POLICY 3240
INVESTMENTS

The Board of Education supports and authorizes a safe and sound investment program. Such a program is viewed as a critical ingredient of sound fiscal management. The Board authorizes an investment program for the purpose of gaining additional revenues to support the educational program of the District. All funds not required for the immediate needs of the District are available for investment and shall be deposited in authorized depositories. The objectives with respect to the investment of all funds, in order of priority, are (1) diversification, (2) safety of principal, and (3) yield.

LEGAL REF.: Wisconsin Statutes

Sections 66.0603 [Investments]

120.12(1) [Board duty; designation of depositories for district funds]

120.16(5) [Interest derived from district funds paid to district treasury]

CROSS REF.: 3110 Annual Operating Budget

3121 Financial Accounting

3310 Depository of Funds

3321 Student Activity Funds

ADMINISTRATIVE REGULATIONS: None

APPROVED: August 24, 1999

REVISED: May 22, 2001

July 23, 2002

October 28, 2003

December 18, 2007

March 9, 2010

**RULE 3240
INVESTMENTS**

1. All District investments will be made in compliance with Wisconsin state law with those institutions registered to do business in the State of Wisconsin. Authorized investment instruments categories are:
 - a. Certificates of Deposit
 - b. Federal government bonds and securities guaranteed as to principal and interest by the federal government
 - c. Federal government agency bonds and securities
 - d. Repurchase agreements that are collateralized by federal government bonds and securities, or federal government agency bonds and securities. If the market value of the bonds or securities fall below the repurchase price, additional collateral must be provided
 - e. Commercial securities of the highest or second highest rating
 - f. State of Wisconsin Local Government Investment Pool
 - g. Wisconsin School District Liquid Asset Fund
2. The District shall diversify its investments by category and institution. With the exception of government and agency securities, guaranteed investment contracts, and insured certificates of deposit, no more than 50 percent of the District's total investment portfolio; i.e., 1.a.-g., shall be invested in a single category and no more than 33 percent may be with one issuer within a category. No more than \$500,000 of uninsured certificates of deposit shall be invested in any single financial institution at a time.
3. The District's working capital funds will be maintained in School Board approved public depositories and shall not exceed 20% of the District's cash, except for state aid payments that may be maintained in a working depository on a temporary basis, until the appropriate investment vehicle is determined.
4. All District debt service funds will be made in compliance with Wisconsin state law. Authorized investment instruments are:
 - a. Direct obligations of the federal government
 - b. State of Wisconsin Local Government Investment Pool
5. **Investments that are not part of the District's operating, debt service and capital project funds that are placed outside of the District's approved public depositories and not listed in number 1 above (except for 1.e. above) may only be considered if it meets the following criteria. The Securities must be reviewed by an independent Financial Advisor experienced with such securities and who will not receive compensation based on the District purchasing the proposed investment. The Advisor will evaluate the risk of the investment, review all documents relating to the investment and ensure that the investment meets the intent of this policy prior to being presented to the Board of Education for approval.**

Delegation of Authority

The Board authorizes the Superintendent of Schools and the Executive Director of Business Services to manage all activities associated with the investment program in such manner as to accomplish the objectives of Board policy and these guidelines. This responsibility includes an annual review, assessment and reporting of the District's investment program in September following the end of the previous fiscal year, including the rate of return on investments, as well as recommendations for changes to this policy.

The Executive Director of Business Services is further authorized to execute, in the Board's name, any and all documents relating to the investment program in a timely manner.

Reporting

The Executive Director of Business Services/designee, shall maintain a detailed list of all investments. A written report of the status of all investments shall be made quarterly to the Board.

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

April 27, 2009

Schedule of Authorized Public Depositories

The School Board must annually approve the institutions to which District funds are deposited. Attachment A is the list of authorized public depositories for 2009. Administration requests Board approval for these depositories.

In July 2008, the Kenosha Unified School District distributed a Request for Proposal for Placement Agent Services. After a review of the responses, PMA Securities, Inc. was awarded the business.

Administration has updated the list to remove Robert W. Baird & Co. and add PMA Securities, Inc. as placement agent for borrowings between August 2008 thru August 2013. All other financial institutions remain the same.

Additionally, State Statute 67.12(12) states that a school district may issue promissory notes for any public purpose including, but not limited to, paying general and current municipal expenses up to \$1 million without a voter approved referendum. The District currently has established a \$1 million Line of Credit through Johnson Bank for purposes of operational cash flow needs.

Administration's Recommendation

Administration recommends that the Board of Education adopt the revised Schedule of Authorized Public Depositories. It is also recommended that the Board assigns the Executive Director of Business the authority to approve debt, as needed, in the form of the \$1,000,000 Line of Credit through Johnson Bank.

Dr. Joseph T. Mangi
Superintendent of Schools

William L. Johnston, CPA
Executive Director of Business

Eileen Coss
Accounting Manager

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

Schedule of Authorized Public Depositories April 27, 2009

Financial Institution	Type	Date Added
Johnson Bank 7500 Greenbay Road Kenosha, WI 53142	Operating Account Payroll Account Flex Spending Account Retirement Insurance Account Repurchase Agreement Student Activity Line of Credit	Contract from July 1, 2005 through June 30, 2010
U.S. Bank 777 E. Wisconsin Avenue Milwaukee, WI 53202	Investment Account	March 28, 2003
Wisconsin Investment Series Cooperative PMA, Administrator of WISC 788 N. Jefferson, Suite 550 Milwaukee, WI 53202	Investment Accounts	September 26, 2000
State of Wisconsin Local Government Investment Pool P.O. Box 7871 Madison, WI 53707	Investment Accounts	Prior to 1999
PMA Securities, Inc. 788 N. Jefferson, Suite 550 Milwaukee, WI 53202	Debt Placement Agent	Contract from Aug 12, 2008 for (5) five years

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

Kenosha, Wisconsin

March 23, 2010

2010-11 Preliminary Staffing Allocations

Instructional Staffing Allocations

The information that follows provides a summary of recommended instructional staffing allocations for the 2010-11 school-year. Please note that these projections are “District” allocations only and do not include Federal Class Size Reduction, SAGE or any District, State or Federal grant funded positions.

How These Assumptions are Generated

The Office of Educational Accountability provided 2009-10 enrollment data and 2010-11 school year projections to Human Resources and Business Services. Over the next months, Human Resources will be reviewing projections in detail with School Leadership and school principals to finalize staffing allocations within Board authorized FTE allocation.

Staffing Ratios

Given the changing nature of our District and the numerous staffing issues we are faced with each year, a review of the staffing ratios was conducted. The following chart summarizes Board Policy with regards to staffing ratios and current average class size, based on the Third Friday report provided by the Office of Educational Accountability.

Board Policy		Current Avg. Class Size (Third Friday)	
Grade	Size	Grade	Size
K -3	20 or under, max. 22	K-3	16.9**
4-5	23 with max. of 25	4-5	22.8**
6-9 (academic)	25 with max of 29	6-8 (academic)	24.6
6-8 (activities)	See Note*	6-8 (activities)	27.1
9-12 (academic)	25 max of 29	9-12 (academic)	23.8
9-12 (activities)	See Note*	9-12 (activities)	36.3

*Board policy does not address class size for elective classes and/or activities. However, the policy does indicate that for physical education and music, classes in the secondary schools do not exceed 40 and 30 respectively. **2009-10 Kindergarten through grade5 class size average is 19.6.

Preliminary Enrollment Projections/Staffing Projections

Preliminary enrollment projections as presented by the Office of Educational Accountability suggest a district-wide decrease of 109 students from the Third Friday count for the SY 2009-10. This is based on a decrease of -146 students at the elementary level when compared to SY 2009-10 Third Friday count. The middle school is projected to increase by +95 students when compared to the SY 2009-10 Third Friday count. The high school is projected to decrease by -267 students as compared to the SY 2009-10 Third Friday count.

Additional District Staffing/Program Needs

There currently is no defined procedure or staffing guidelines for staffing of “special academic programs” within the District. Programs such as Talent Development, Bilingual, ESL, and supplemental reading intervention programs (i.e. Read 180), as well as “program schools” such as Vernon, Wilson, Frank, or Reuther High School may require a different staffing ratio based on the nature of the program. Additionally, other than the language provided in School Board Rule 6432, Class Size, regarding physical education and music, there are no staffing formulas for art, music, physical education, guidance, psychologists, social workers, speech therapists, instructional technology specialists, library media technology specialists, or special education teachers. The Administration is currently researching best practices with regards to staffing ratios as well as working with school principals and District level administration to identify staffing formulas for “special programs” such as “Bridges, Read 180, Bilingual/ESL as well as other “At Risk” programs at the building and District level.

Special Education

In accordance with previous years, Special Education is staffed at a District ratio of 15:1. In the past, approximately 13% of new students who enrolled in the District were identified as special needs. Based on this assumption, approximately 19 students will require special services. Although there may be a slight increase, the District is not recommending an increase, however, we would like to reserve the right to shift or request additional FTEs if needed.

Art/Music/Physical Education

In the past, we have staffed special areas based on the number of sections classroom sections at the elementary level and the number of students per section at the middle and high school.

Psychologists and Social Workers

Based on enrollment, District Administration is suggesting that no additional FTE be added to this area of support staff, however, we ask to reserve the right shift or request additional staffing if needed.

Bilingual/ESL

Based on enrollment, District Administration is suggesting that no additional FTE be added to Bilingual/ESL, however, we ask to reserve the right to shift or request additional staffing if needed.

Recommendation for Staffing Allocation

At its March 9, 2010, meeting, the Personnel/Policy Committee voted to forward this report to the full Board for consideration. At this time, based on enrollment projections, the Administration recommends that no new full time equivalents be added to the 2010-11 budget; however, because the Administration is evaluating current staffing ratios and formulas and because we have not finalized the Budget, we ask to reserve the right to request additional staffing as needed.

Dr. Joseph T. Mangi
Superintendent of Schools

Sheronda Glass, Executive Director
Human Resources

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Kenosha Unified School District No. 1
Kenosha, Wisconsin

March 23, 2010

Resolution to Add a Second Deferred Compensation Plan

In 2007, the Internal Revenue Service (IRS) issued final regulations pertaining to 403(b) plans. These regulations required all 403(b) plan employers to establish a written plan by January 1, 2009. Because of these changes in the Internal Revenue Code (IRC) regulations, the District formed an internal committee comprised of District's and KEA representatives to develop a written plan, develop criteria for 403(b) vendors to participate in the plan and to review the existing 403(b) vendors and select a group to be in the District's plan. After the criteria was developed, a Request for Proposal was sent out and the existing vendors were selected from these responses. The goal was to reduce the number of vendors by ensuring that the highest quality products were being offered to our employees.

As part of the Committee's review and recommendation, Section 457 Deferred Compensation plans were reviewed to be included in the District's overall plan for employees. Employees can participate in both a 457 plan and a 403(b) plan without compromising the limits under each plan. Employees may save and invest pre-tax monies through salary deferrals in the 403(b) plan and in a 457 plan up to a maximum of 100% of their includible compensation. This contribution cannot exceed the annual IRS legal limit.

Another benefit of a 457 plan is that it is not subject to the 10% early withdrawal penalty. Employees can choose to withdraw their money from their 457 balance once they terminate public employment without being subject to the 10% penalty; this is an advantage over a 403(b) plan. Some of our employees might be more inclined to invest in their retirement if they know they can pull their funds out (should they need them) once they terminate public employment. It should be noted that federal and state tax withholding still applies when a participant requests a distribution from either plan.

The Committee recommended to the Board of Education to adopt the Wisconsin Deferred Compensation (WDC) program and the Board approved the addition of the Plan on October 28, 2008. Employers who elect to participate in the WDC program under §40.80 Wisconsin Statutes must agree to the terms and conditions of the WDC Plan and Trust Document. Wisconsin State Statutes grant specific powers and responsibilities to the Wisconsin Deferred Compensation Board (Board). The Board and the Employee Trust Fund (ETF) have fiduciary responsibility for the WDC. The Board and ETF provide complete oversight of the WDC Plan, including program administration and investment option selections. The Board contracts for all administrative services (e.g., marketing, record keeping, and daily program administration) through a competitive bid process. Great-West Retirement Services currently administer the WDC Plan.

Late last spring, the District was approached by the Kenosha Education Association (KEA) about offering an additional 403(b) product from the National Education Association (NEA) offered through Security Benefits. At the time, Security Benefit was an approved vendor retained during the review in late 2008, so the NEA 403(b) product was added to the menu of 403(b) offerings, subject to 10 participants being added by January 2010 (criteria established to add a new vendor). During the summer, an inquiry was made about offering the NEA 457 plan, also offered through Security Benefit. In August, the decision to add this product was deferred by the Committee until after January 2010, to wait and see if the NEA product would be retained (achieving the 10 participants).

Attached is a chart that illustrates the differences between the existing WDC 457 Plan and the NEA 457 Plan. One of the main differences is that to participate in the WDC 457 Plan, a District is required to adopt the State's WDC 457 Plan's Plan and Trust Document. Under the NEA 457 Plan, the District is required to develop a separate 457 Plan with a separate Plan and Trust Document. The NEA 457 Plan is also more expensive to the employee, but they do benefit from one-on-one retirement advising through Retirement Plan Advisors.

The Committee was scheduled to meet in early November to discuss the addition of the NEA 457 Plan, but that meeting was canceled due to conflicts in participant schedules. The next meeting of the Committee was scheduled for the first week of March to discuss the addition of the NEA 457. The Committee felt that the NEA 457 Plan was not the best option for all District's employees, due to high annual cost to the participant, but since the KEA was requesting it be added, the Committee could agree to add the NEA 457 Plan for only the KEA members. Since this is a new 457 Plan, the District is responsible for the Plan Document and Adoption Agreement for this second 457 Plan. The Committee agreed that a legal review was necessary and that the KEA should fund one-half of this cost (RPA has agreed to fund the KEA's part).

The Audit, Budget and Finance Committee reviewed the recommended addition of the NEA 457 Plan to the District's offerings for the members of the KEA and approved sending it to the Board for approval.

In order to participate in the NEA 457 Plan, the Board will need to pass the attached Resolution. The District's attorney reviewed the Plan Document and did not find anything that would prevent the District from adopting the attached Plan Document. An Adoption Agreement, that customizes the plan to the District's specifications for the NEA 457 Plan, is being finalized and will be provided prior to the meeting.

Administrative Recommendation

Administration requests that the Board of Education review the NEA Deferred Compensation 457 Plan materials and approve the attached resolution.

Dr. Joseph T. Mangi
Superintendent of Schools

William L. Johnston, CPA
Executive Director of Business

Sheronda Glass
Executive Director of Human Resources

Judy Ashley
Payroll Manager

	WDC 457 Plan	NEA 457 Plan
457 Plan	Adopt the State Plan	Adopt our own plan
Plan Administrator	Department of Employee Trust Funds	Designated by the District (Security Benefit)
Plan Trustee	Wisconsin Deferred Compensation Board	UMB Bank (established by Security Benefit)
Asset Based Fee	\$0 to \$5,000 \$0 \$5,001 to \$25,000 \$12/yr. \$25,001 to \$50,000 \$24/yr. \$50,001 to \$100,000 \$48/yr. \$100,001 to \$150,000 \$66/yr.	0.85% of assets
Managed Account Services	n/a	1.00% of assets and \$15 per year
Loans	No loan provisions	Allows loans \$50 origination fee \$12.50 per quarter
Plan Termination/Transfer Fee (non-rolling)	n/a	1 st Year 4% 2 nd Year 4% 3 rd Year 3% 4 th Year 2% 5 th Year 1% 6 th Year 0%
Employee Assistance	Limited representatives, mainly internet based	One-on-one service thru Retirement Plan Advisors (fee included in asset based fee)

Resolution to Adopt a 457 Deferred Compensation Plan

WHEREAS, Kenosha Unified School District ("District"); has employees rendering valuable services; and

WHEREAS, the District makes available an Internal Revenue Code ("Code") Section 457 Plan ("457 Plan") for its eligible employees through the State of Wisconsin Deferred Compensation Plan; and

WHEREAS, the Board of Education ("Board") wishes to establish of a second deferred compensation plan for employees represented by the Kenosha Education Association to better serve their interest by enabling them to provide reasonable retirement security for their employees, by providing increased flexibility in the their personnel management system, and assisting in the attraction of competent personnel; and

WHEREAS, the Board and the District have determined that the establishment of a deferred compensation plan serves the above objectives; and,

NOW THEREFORE, BE IT RESOLVED, that the Board of Education of Kenosha Unified School District, Kenosha Wisconsin, hereby adopts a deferred compensation plan ("The Plan") in the form of Eligible Governmental Employer Deferred Compensation Plan, attached hereto as Attachment A, and pursuant to the terms of the Adoption Agreement attached hereto as Attachment B. The appropriate officials of the District are authorized and directed to sign all necessary documents; and

BE IT FURTHER RESOLVED, that the District may assign administrative duties to carry out The Plan to a Plan Administrator and they will work in conjunction with the District to take the actions necessary and appropriate to implement The Plan and effectuate the terms and intent of this resolution.

PASSED AND ADOPTED, at a regular meeting of the Kenosha Unified Board of Education this 23rd day of March, 2010.

Board President
Kenosha Unified School District

Board Clerk
Kenosha Unified School District

SECURITY BENEFIT RETIREMENT PROGRAM

**BASIC PLAN DOCUMENT FOR GOVERNMENTAL
457 DEFERRED COMPENSATION PLAN AND TRUST**

SECURITY BENEFIT RETIREMENT PROGRAM

BASIC PLAN DOCUMENT FOR GOVERNMENTAL 457 DEFERRED COMPENSATION PLAN AND TRUST

The Employer named on an Adoption Agreement for this 457 Deferred Compensation Plan and Trust, by executing the Adoption Agreement, establishes a 457 Plan intended to conform to and qualify under Code §457 of the Internal Revenue Code of 1986, for a Governmental Entity described in Code §457(e)(1)(A). If the Employer adopts this Plan as a restated Plan in substitution for, and in amendment of, an existing plan, the provisions of this Plan, as a restated Plan, apply solely to an Employee who severs employment with the Employer on or after the restated Effective Date of the Employer's Plan. If an Employee severs employment with the Employer prior to the restated Effective Date, that Employee is entitled to benefits under the Plan as the Plan existed on the date of the Employee's severance of employment.

This Basic Plan Document establishes the provisions of the Plan, and, upon execution of the Adoption Agreement by the Trustee, also includes an agreement establishing a Trust under the provisions of Article VIII below, which is intended to be qualified under Code §457(g) to hold the assets of the Plan. With the consent of SDI, Plan assets may also (or instead) be held by one or more different trustees under a separate trust agreement or in the form one or more annuity contracts issued by a duly qualified insurance company, provided that any such separate trust or annuity contract also satisfies the requirements of Code §§ 401(f) and 457(g), and provided finally that in the event of a conflict between this Plan (other than Article VIII) and such separate trust or annuity contract, the provisions of this Plan shall control.

ARTICLE I DEFINITIONS

1.01 **"Account"** means the bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including all Deferred Compensation contributed for the Participant, the earnings or loss of the Fund (net of Fund expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account shall be maintained for each Beneficiary. The Account includes any account established under Articles III and VII for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.02 **"Beneficiary"** means the designated person who is entitled to receive benefits under the Plan after the death of a Participant.

1.03 **"Code"** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to

sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.04 **"Compensation"** means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer compensation under Article II. The Plan Administrator will take into account only Compensation actually paid for the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306.

1.05 **"Deferred Compensation"** means the total amount of all contributions made to the Plan on behalf of the Participant for a Plan Year, including Elective Deferrals and, if permitted, Matching Contributions and Employer Contributions.

1.06 **"Effective Date"** of this Plan is the date specified in the Employer's Adoption Agreement. However, the Plan applies to the applicable Plan provision any delayed effective date permitted by the Code, by Treasury regulation, or by other guidance published in the Internal Revenue Bulletin.

1.07 **"Elective Deferrals"** are salary reduction contributions and cash or deferred contributions the Employer contributes to the Trust on behalf of an eligible Employee, irrespective of whether, in the case of cash or deferred contributions, the contribution is at the election of the Employee.

1.08 **"Employee"** means each natural person, whether appointed or elected, who is employed and designated by the Employer as a common law employee, excluding any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan. The Plan excludes leased employees (Code §414(n)).

1.09 **"Employer"** means each State governmental entity which adopts this Plan by executing and Adoption Agreement.

1.10 **"Includible Compensation"** means an Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer Compensation under Article II.

1.11 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a leased employee. If the Employer provides contributions for any Independent Contractors under the Plan, references to Employee in the Plan will include Independent Contractors.

1.12 **"Normal Retirement Age"** means any age designated by the Participant: (a) on or after the earlier of age 65 or the age at which the Participant has the right to retire and receive, under any basic defined benefit or money purchase pension plan of the Employer, immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age, and (b) not later than age 70 ½. Any Plan Participant who is a qualified police or firefighter as described in Code §415(b)(2)(H)(i)(I) may designate a normal retirement age between age 40 and age 70 ½.

1.13 **"Participant"** means an individual who is currently or who has previously received contributions under the Plan and who has not received a distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as a common law Employee or, where specified by the Employer, as an Independent Contractor, may receive contributions under the Plan.

1.14 **"Plan"** means the 457 Deferred Compensation Plan established or continued by the Employer in the form of an Adoption Agreement and this Plan and Trust Agreement. The Employer will designate the name of the Plan in its Adoption Agreement. The Plan maintained by each adopting Employer is a separate Plan, independent from the plan of any other employer adopting this or a similar 457 Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.15 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Employer may alternatively designate another person or organization to perform duties assigned to the Plan Administrator under this Agreement.

1.16 **"Plan Year"** means the 12 month fiscal year of the Plan, which is the calendar year unless otherwise specified in the Employer's Adoption Agreement.

1.17 **"Salary Reduction Agreement"** means an enrollment form or other written agreement between the Employee and the Employer, by which the Employer reduces the Employee's Compensation for Compensation not available as of the date of the election and contributes the amount as an Elective Deferral to the Employee's Account.

1.18 **"SDI"** means Security Distributors, Inc., which has provided this sample plan document and which receives contributions made under the plan for the purchase of trust account or annuity contract investment products it distributes and makes available under the Plan. SDI is affiliated with other Security Benefit companies.

1.19 **"Service"** means any period of time the Employee is in the employ of the Employer. In the case of an independent contractor, Service means any period of time the independent contractor performs services for the Employer on an independent contractor basis. A common law employee terminates Service (other than by death) when he/she has a Severance from Employment or has retired. An independent contractor terminates Service (other than by death) when his contract(s) with the Employer, under which he/she performs services, expires, unless the Employer anticipates a renewal of the contractual relationship. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the independent contractor has eliminated the independent contractor as a potential provider of such services under the new contract. Furthermore, the Employer anticipates renewal if the Employer intends to contract with the independent contractor under a new contract conditioned on the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.19, the Plan Administrator will consider an independent contractor terminated from Service on the date twelve months after his contract for services expires, provided the independent contractor has not performed services for the Employer as an independent contractor nor as a common law employee within such twelve-month period.

1.20 **"Severance from Employment"** means the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Plan Administrator (and taking into account guidance issued under the Code).

1.21 **"State"** means a State (treating the District of Columbia as a State as provided under §7701(a)(10)), a political subdivision of a State, and any agency or instrumentality of a State.

1.22 **"Trust"** means the Trust created under Article VIII of this Plan. The Trust created and established under the adopting Employer's Plan is a separate Trust, independent of the trust of any other Employer adopting this 457 Deferred Compensation Plan. Where the context of a specific provision of this Plan requires (other than Article VIII), any a separate trust, custodial agreement, or annuity contract considered the Trust for that provision.

1.23 **"Trust Agreement"** means a written agreement (or declaration) made by and between the Employer and the Trustee under which the Trust Fund is maintained, including the provisions of Article VIII below.

1.24 **"Trustee"** means UMB Bank, n.a., or such other person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee. Where the context of a specific provision of this Plan requires (other than Article VIII), any trustee under a separate trust agreement, custodian under a custodial agreement, or insurance company that issues annuity contracts shall be considered the Trustee

1.25 **"Trust Fund"** means the trust fund created under and subject to the Trust Agreement.

1.26 **"Valuation Date"** means the last day of the Plan Year and such other times as the assets of the Plan may be valued. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Participant as of the Valuation Date next following the date of remittance to the Trust, at least once each Plan Year on the last Valuation Date of that Plan Year.

ARTICLE II PARTICIPATION IN PLAN

2.01 ELIGIBILITY FOR DEFERRAL CONTRIBUTIONS. Unless otherwise provided in an Adoption Agreement, each Employee becomes eligible to participate in the Plan for the purpose of making Elective Deferrals immediately upon the later of the Effective Date of this Plan or upon the date he/she becomes an Employee.

2.02 ELECTION REQUIRED FOR PARTICIPATION. An Employee may elect to become a Participant by executing an election to defer a portion of his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing a Salary Reduction Agreement with the Plan Administrator. This Salary Reduction Agreement form shall be provided by the Plan Administrator and shall require the Employee to agree to be bound by all the terms and conditions of the Plan. The Plan Administrator may establish a minimum deferral amount, and may change such minimums from time to time. The Salary Reduction Agreement (or a separate form obtained at that time) shall also include designation of investment funds and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed.

2.03 COMMENCEMENT OF PARTICIPATION. An Employee shall become a Participant as soon as administratively practicable following the date the Employee files a participation election pursuant to Section 2.02. Such election shall become effective no earlier than the calendar month following the month in which the election is made. A new Employee may defer compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.

2.02 ELIGIBILITY FOR MATCHING AND NON-ELECTIVE CONTRIBUTIONS. If Matching Contributions or Non-Elective Contributions may be made to the Plan, as elected in the Adoption Agreement, the Employer shall determine, in its discretion, which Employees shall be eligible to receive such contributions. This determination may be made by classification, by establishing service and/or age requirements consistent with the requirements of the Code, if any, under the terms of individual employment agreements or collective bargaining agreements, or by the Employer individually selecting employees as eligible to receive allocations of Matching Contributions or Non-Elective

Contributions. Eligibility conditions may be attached to the Adoption Agreement as an addendum thereto.

2.5 CONTRIBUTIONS MADE PROMPTLY. Elective Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account. For this purpose, Elective Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

2.6 AMENDMENT TO SALARY REDUCTION AGREEMENT. Subject to other provisions of the Plan, a Participant may at any time revise his or her Salary Reduction Agreement, including a change of the amount of his or her Elective Deferrals, his or her investment direction and his or her designated Beneficiary. Unless the election specifies a later effective date, a change in the amount of the Elective Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Plan Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Plan Administrator.

2.7 LEAVE OF ABSENCE. Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

2.8 DISABILITY. A disabled Participant may elect Elective Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.

ARTICLE III CONTRIBUTIONS/LIMITATIONS ON CONTRIBUTIONS

3.01 CONTRIBUTION FORMULAS. The Employer will contribute to the Plan on behalf of each Participant the amount determined by application of the contribution formula(s) elected by the Employer in its Adoption Agreement. The formulas may provide for the following types of contributions:

Deferral Contributions. If Deferral Contributions are elected, the Employer will contribute for each Participant the amount, if any, by which the Participant has elected to reduce his/her Compensation for the Plan Year under his/her Salary Reduction Agreement on file with the Plan Administrator. A Participant may make an election to defer Compensation for a month only if the Participant makes an agreement to defer before the beginning of such month.

Employer Matching Contributions. If Matching Contributions are elected, the Employer will contribute for each Participant it determines to be eligible for Matching Contributions the amounts determined under the formula specified in the Adoption Agreement. Matching Contributions shall be fully vested when made and allocated to a Participant's Account.

Employer Non-Elective Contributions. If Employer Non-Elective Contributions are elected, the Employer shall contribute to the Trust such an amount or amounts as it determines, in its sole discretion, to be allocated to those Employees it determines to be eligible for such contributions. If no contribution allocation formula is specified in the Adoption Agreement, Non-Elective Contributions shall be allocated in accordance with an allocation schedule determined in its sole discretion by the Employer. Non-elective Contributions shall be fully vested when made and allocated to a Participant's Account.

3.02 BASIC ANNUAL CONTRIBUTION LIMITATION. The maximum amount of a Participant's Deferred Compensation under the Plan for any calendar year shall not exceed the lesser of (i) the Applicable Dollar Amount or (ii) the Participant's Includible Compensation for the calendar year. The Applicable Dollar Amount is the amount established under section 457(e)(15) of the Code applicable as set forth below:

For the following years:	The Applicable Dollar Amount is:
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006 or thereafter	\$15,000 Adjusted for cost-of-living after 2006 to the extent provided under section 415(d) of the Code.

3.03 AGE 50 CATCH-UP DEFERRED COMPENSATION CONTRIBUTIONS. A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Deferred Compensation, up to the maximum age 50 catch-up Deferred Compensation for the year. The maximum dollar amount of the age 50 catch-up Deferred Compensation for a year is as follows:

For the following years:	The maximum age 50 catch-up dollar amount is:
2002	\$1,000
2003	\$2,000
2004	\$3,000
2005	\$4,000
2006 or thereafter	\$5,000, adjusted for cost-of-living after 2006 to the extent provided under the Code.

3.04 SPECIAL SECTION 457 CATCH-UP LIMITATION. If the applicable year is one of a Participant's last 3 calendar years ending before the year in which the

Participant attains Normal Retirement Age and the amount determined under this Section 3.04 exceeds the amount computed under Sections 3.02 and 3.03, then the Deferred Compensation limit under this Article III shall be the lesser of:

(a) An amount equal to 2 times the Section 3.02 Applicable Dollar Amount for such year; or

(b) The sum of:

(1) An amount equal to (A) the aggregate Section 3.02 limit for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

(2) An amount equal to (A) the aggregate limit referred to in section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to Sections 3.03 and 3.04), minus (B) the aggregate contributions to Pre-2002 Coordination Plans for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

3.05 SPECIAL RULES . For purposes of this Article III, the following rules shall apply:

(a) If the Participant is or has been a participant in one or more other eligible plans within the meaning of section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article III. For this purpose, the Plan Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Plan Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(b) In applying Section 3.04, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 3.02 or any other plan ceiling required by section 457(b) of the Code.

(c) For purposes of Section 3.04(b)(2)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in section 501(c)(18) of the Code,

including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.04(b)(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in section 457(b)(2) of the Code for that year.

(d) For purposes of Sections 3.02, 3.03 and 3.04, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent Excess Deferrals under the plan are distributed, as described in Section 3.06. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an Excess Deferral for those prior years.

3.06 CORRECTION OF EXCESS DEFERRALS. If the Deferred Compensation on behalf of a Participant for any calendar year exceeds the limitations described above, or the Deferred Compensation on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under section 457(b) of the Code for which the Participant provides information that is accepted by the Plan Administrator, then the Deferred Compensation, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

3.07 PROTECTION OF PERSONS WHO SERVE IN A UNIFORMED SERVICE . An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

3.08 ELIGIBLE ROLLOVER CONTRIBUTIONS TO THE PLAN.

(a) A Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Plan Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code.

(b) For purposes of Section 3.08(a), an eligible rollover distribution means any distribution of all or any portion of a

Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (c) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is not an eligible governmental plan under Code section 457(b). In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is an eligible 457(b) governmental plan.

**ARTICLE IV
TIME AND METHOD OF
PAYMENT OF BENEFITS**

4.01 DISTRIBUTIONS AT RETIREMENT OR OTHER SEVERANCE FROM EMPLOYMENT. Upon retirement or other Severance from Employment (other than due to death), a Participant is entitled to receive a distribution of his or her Account under any form of distribution permitted under Section 4.03 commencing at the date elected under Section 4.02. If a Participant does not elect otherwise, the distribution shall be paid as soon as practicable following Normal Retirement Age or, if later, following retirement or other Severance from Employment and payment shall be made in monthly installments of the minimum annual payments described in paragraph (b) of Section 4.03.

4.02 ELECTION OF BENEFIT COMMENCEMENT DATE. A Participant may elect to commence distribution of benefits at any time after retirement or other Severance from Employment by an election filed before the date on which benefits are to commence. However, in no event may distribution of benefits commence later than the date described in Section 4.08.

4.03 FORMS OF DISTRIBUTION. In an election to commence benefits under Section 4.02, a Participant entitled to a distribution of benefits under this Article may elect to receive payment in any of the following forms of distribution:

(a) a lump sum payment of the total Account or

(b) annual installment payments through the year of the Participant's death, the amount payable each year at least equal to a fraction of the Account equal to one divided by the distribution period set forth in the Uniform Lifetime Table at

section 1.401(a)(9)-9, A-2, of the Income Tax Regulations for the Participant's age on the Participant's birthday for that year. If the Participant's age is less than age 70, the distribution period is at least 27.4 plus the number of years that the Participant's age is less than age 70. At the Participant's election, this annual payment can be made in monthly, quarterly, semi-annual or annual installments. The Account for this calculation (other than the final installment payment) is the balance of the Account as of the end of the year prior to the year for which the distribution is being calculated. Payments shall commence on the date elected under Section 4.02. For any year, the Participant can elect distribution of a greater amount (not to exceed the amount of the remaining Account) in lieu of the amount calculated using this formula.

4.04 DEATH BENEFIT DISTRIBUTIONS.

Commencing in the calendar year following the calendar year of the Participant's death, the Participant's Account shall be paid to the Beneficiary in a lump sum.

Alternatively, if the Beneficiary with respect to the Participant's Account is a natural person, at the Beneficiary's election, distribution can be made in annual installments (calculated in a manner that is similar to installments under Section 4.03) with the distribution period determined under this paragraph. If the Beneficiary is the Participant's surviving spouse, the distribution period is equal to the Beneficiary's life expectancy using the single life table in section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the spouse's age on the spouse's birthday for that year. If the Beneficiary is not the Participant's surviving spouse, the distribution period is the Beneficiary's life expectancy determined in the year following the year of the Participant's death using the single life table in section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the Beneficiary's age on the Beneficiary's birthday for that year, reduced by one for each year that has elapsed after that year. For any year, a Beneficiary can elect distribution of a greater amount (not to exceed the amount of the remaining Account) in lieu of the amount calculated using this formula.

4.05 ACCOUNTS OF \$5,000 OR LESS. Notwithstanding Sections 4.02, 4.03 and 4.04, if the balance of a Participant's Account is not in excess of \$5,000 (or the dollar limit under section 411(a)(11) of the Code, if greater) on the date that payments commence under Section 4.03 or on the date of the Participant's death, then payment shall be made to the Participant (or to the Beneficiary if the Participant is deceased) in a lump sum equal to all the Participant's Account as soon as practicable following the Participant's retirement, death, or other Severance from Employment. Effective March 28, 2005, however, no mandatory distribution shall be made to or for the benefit of a Participant (or Beneficiary) whose account balance is greater than \$1,000 unless the Participant (or Beneficiary) either elects to have such distribution paid directly to an Eligible Retirement Plan in a direct rollover or elects to receive the distribution directly in accordance with the Plan.

4.06 AMOUNT OF ACCOUNT. Except as provided in Section 4.03, the amount of any payment under this Article IV

shall be based on the balance of the Account on the preceding Valuation Date.

4.07 REVOCATION OF PRIOR ELECTION. Any election made under this Article IV may be revoked at any time.

4.08 LATEST DISTRIBUTION DATE. In no event shall any distribution under this Article IV begin later than the later of (a) April 1 of the year following the calendar year in which the Participant attains age 70 1/2 or (b) April 1 of the year following the year in which the Participant retires or otherwise has a Severance from Employment. If distributions commence in the calendar year following the later of the calendar year in which the Participant attains age 70 1/2 or the calendar year in which the Severance from Employment occurs, the distribution on the date that distribution commences must be equal to the annual installment payment for the year that the Participant has a Severance from Employment determined under paragraph (b) of Section 4.03 and an amount equal to the annual installment payment for the year after Severance from Employment determined under paragraph (b) of Section 4.03 must also be paid before the end of the calendar year of commencement.

4.09 IN-SERVICE DISTRIBUTIONS FROM ROLLOVER ACCOUNT. If a Participant has a separate account attributable to rollover contributions to the plan, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

4.10 UNFORESEEABLE EMERGENCY DISTRIBUTION.

(a) Distribution. If the Participant has an unforeseeable emergency before retirement or other Severance from Employment, the Participant may elect to receive a lump sum distribution equal to the amount requested or, if less, the maximum amount determined by the Plan Administrator to be permitted to be distributed under this Section 4.10.

(b) Unforeseeable emergency defined. An unforeseeable emergency is defined as a severe financial hardship of the Participant resulting from: an illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in section 152(a)); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in section 152(a) of the Code); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Except as otherwise specifically provided in this

Section 4.10, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

(c) Unforeseeable emergency distribution standard. A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the plan.

(d) Distribution necessary to satisfy emergency need. Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

4.11 MANDATORY DISTRIBUTIONS FOR CERTAIN ACCOUNTS OF \$5,000 OR LESS. At the direction of the Plan Administrator, a Participant's total Account shall be paid in a lump sum as soon as practical following the direction if (a) the total Account does not exceed \$5,000 (or the dollar limit under section 411(a)(11) of the Code, if greater), (b) the Participant has not previously received a distribution of the total amount payable to the Participant under this Section 5.11 and (c) no Deferred Compensation has been contributed for the Participant during the two-year period ending immediately before the date of the distribution. Effective March 28, 2005, however, no mandatory distribution shall be made to or for the benefit of a Participant whose account balance is greater than \$1,000 unless the Participant (or Beneficiary) either elects to have such distribution paid directly to an Eligible Retirement Plan in a direct rollover or elects to receive the distribution directly in accordance with the Plan.

4.12 ROLLOVER DISTRIBUTIONS.

(a) A Participant or the surviving spouse of a Participant (or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of the distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover.

(b) For purposes of this Section 4.12, an eligible rollover distribution means any distribution of all or any portion of a Participant's Account, except that an eligible rollover distribution does not include (a) any installment payment under Section 4.03 for a period of 10 years or more (b) any distribution made under Section 4.10 as a result of an unforeseeable emergency, or (c) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9). In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a

qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

ARTICLE V PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 PLAN ADMINISTRATOR. The Employer is the Plan Administrator unless the Employer designates another person to hold the position of Plan Administrator. Alternatively, the Plan Administrator may designate one or more persons or organizations to perform some of the duties of the Plan Administrator. The Plan Administrator may be a Participant in the Plan. The Plan Administrator may appoint a Committee to assist in carrying out his responsibilities and duties. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.02 TERM. The Plan Administrator will serve until his successor is appointed.

5.03 POWERS. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.04 GENERAL. The Plan Administrator will have the following powers and duties:

- (a) To select a Committee to assist the Plan Administrator;
- (b) To select a Secretary for the Committee, who need not be a member of the Committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules of procedure and regulations necessary for the proper and efficient administration of the Plan provided the rules are not inconsistent with the terms of this Prototype Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations it adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his Account;

(k) To comply with the reporting and disclosure rules, if any, applicable to the Plan; and

(l) To establish, in its sole discretion, a policy (see Section 5.04(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries.

The Plan Administrator must exercise all of its powers, duties and discretion under the Plan in a uniform and nondiscriminatory manner. The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

5.05 PLAN LOANS. A Participant who is an Employee may apply for and receive a loan from his or her Account as provided in this Section 5.05. The Plan Administrator will establish procedures for the extension of Plan Loans, which shall incorporate the following limitations and restrictions:

(a) Any such loan may not be for an amount less than the minimum amount specified by the Administrator. If not specified by the Administrator, the minimum loan amount shall be \$1,000.

(b) No loan to a Participant hereunder may exceed the lesser of:

(1) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period), or

(2) one half of the value of the Participant's vested Account (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 5.05, any loan from any other plan maintained by a participating employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan under this Section 5.05 to exceed the amount that would otherwise be permitted in the absence of this paragraph.

(c) The terms of the loan shall:

(1) require level amortization with payments not less frequently than quarterly throughout the repayment period, except that alternative arrangements for repayment may apply in the event that the borrower is on an bona fide unpaid leave of absence for a period not to exceed one year for leaves other than a qualified military leave within the meaning of section 414(u) of the Code or for the duration of a leave which is due to qualified military service;

(2) require that the loan be repaid within five years unless the Participant certifies in writing to the Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as a principal residence of the Participant; and

(3) except as otherwise provided in a separate loan policy or annuity contract, provide for interest at a rate equal to one percentage point above the prime rate as published in a nationally recognized newspaper designated by the Plan Administrator that publishes the prime rate daily on the first business day of the month in which the loan is approved by the Administrator.

(d) Any loan to a Participant under the Plan shall be secured by the pledge of the portion of the Participant's interest in the Plan invested in such loan.

(e) In the event that a Participant fails to make a loan payment under this Section 4 by the end of the calendar quarter after the calendar quarter in which payment was due, a default on the loan shall occur. In the event of such default, (i) all remaining payments on the loan shall be immediately due and payable, (ii) the Plan Administrator shall apply the portion of the Participant's interest in the Plan held as security for the loan in satisfaction of the loan on the date of Severance from Employment. In addition, the Plan Administrator may take any legal action it considers necessary or appropriate to enforce collection of the unpaid loan, with the costs of any legal proceeding or collection to be charged to the Account of the Participant.

(f) Notwithstanding anything elsewhere in the Plan to the contrary, in the event a loan is outstanding hereunder on the date of a Participant's death, his or her estate shall be his or her Beneficiary as to the portion of his or her interest in the Plan invested in such loan (with the Beneficiary or Beneficiaries as to the remainder of his or her interest in the Plan to be determined in accordance with otherwise applicable provisions of the Plan).

(g) The Participant shall be required, as a condition to receiving a loan, to enter into an irrevocable agreement authorizing the Employer to make payroll deductions from his or her Compensation as long as the Participant is an Employee and to transfer such payroll deduction amounts to the Trustee in payment of such loan plus interest. Alternatively, the Employer may require the Participant to authorize loan payments by electronic fund transfers (EFTs), or make other arrangements for the automated payment of loan installments when due. A Participant may prepay the entire outstanding balance of his loan at any time, but may not make a partial prepayment.

5.06 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on its behalf any notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.07 INDIVIDUAL ACCOUNTS. The Plan Administrator will maintain a separate Account in the name of

each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.08 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account will consist of his accumulated Deferred Compensation, as adjusted for earnings (or losses) pursuant to this Section 5.08, including any transfers accepted by the Plan pursuant to Section 7.04. All Participant Accounts shall be treated for contribution and income allocation purposes as segregated investment Accounts. A segregated investment Account receives all income it earns and bears all expense or loss it incurs. The Plan Administrator will adopt procedures for determining income or loss of a segregated investment Account in a manner which reasonably reflects investment directions occurring after the last Valuation Date.

5.09 ACCOUNT CHARGED The Plan Administrator will charge all distributions made to a Participant or to his Beneficiary, or transferred under Section 7.04 from his Account, against the Account of the Participant when made.

5.10 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the consent of the Plan Administrator, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-directed Accounts in segregated investment Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility. If a Participant fails to exercise the right to direct investment of his Accounts, the Accounts shall be invested (along with any suspense accounts in the Plan) in a "safe" investment fund designated by the Employer.

5.11 LIABILITY. The Employer will not be liable to pay benefits to a Participant under Article IV in excess of the value of the Participant's Account and neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the form and method of payment of his/her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form effectively revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his/her spouse as his/her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing

revocation provision applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes this Plan.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a participant predeceases him, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; (2) or the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct the Trustee as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 MODIFICATION OF SALARY REDUCTION AGREEMENT. A Participant may modify his/her Salary Reduction Agreement to change the amount of Deferred Compensation not yet earned (including the reduction of future salary reductions to zero) by executing a new Salary Reduction Agreement. Any amendment will become effective no earlier than the beginning of the calendar month commencing after the date he/she executes the new Salary Reduction Agreement. Upon filing a new Salary Reduction Agreement, it will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his Salary Reduction Agreement in any taxable year.

6.04 INFORMATION PROVIDED BY THE PARTICIPANT. Each Employee enrolling in the Plan should provide to the Plan Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Plan Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code section 457(b).

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his post office address and any change of post office address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his last post office address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

ARTICLE VII AMENDMENT, TERMINATION, TRANSFERS

7.01 AMENDMENT BY EMPLOYER. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as a Code §457 Plan; and

(b) To amend this Plan and Trust Agreement in any other manner.

The Employer must make all amendments in writing. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment which affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

7.02 AMENDMENT BY SDI. SDI may amend this Plan at any time by written instrument to continue the qualification of this Plan as a 457 Deferred Compensation Plan, or to facilitate the administrative operation of the Plan. Upon such amendment, SDI shall promptly notify the Employer of the Amendment in writing.

7.03 TERMINATION. The Employer has the right, at any time, to terminate this Plan. Upon termination of the Plan, the provisions of the Plan (other than provisions permitting continued deferrals) remain operative until distribution of all Accounts.

7.04 PLAN-TO-PLAN TRANSFERS TO THE PLAN. At the direction of the Employer, the Plan Administrator may permit a class of Participants who are participants in another eligible governmental plan under section 457(b) of the Code to transfer assets to the Plan as provided in this Section 7.04. Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Plan Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Plan Administrator. The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with section 457(e)(10) of the Code and section 1.457-10(b) of the Income Tax Regulations and to confirm that the other plan is an eligible governmental plan as defined in section 1.457-2(f) of the Income Tax Regulations. The amount so transferred shall be credited to the Participant's Account and shall be held, accounted for, administered and otherwise treated in the same manner as Deferred Compensation contributed for the Participant under the Plan, except that the transferred amount shall not be considered Deferred Compensation under the Plan in determining the maximum deferral under Article III.

7.05 PLAN-TO-PLAN TRANSFERS FROM THE PLAN.

(a) At the direction of the Employer, the Plan Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account transferred to another eligible governmental plan within the meaning of section 457(b) of the Code and section 1.457-2(f) of the Income Tax Regulations. A transfer is permitted under this Section 7.05(a) for a Participant only if the Participant has had a Severance from Employment with

the Employer and is an employee of the entity that maintains the other eligible governmental plan. Further, a transfer is permitted under this Section 7.05(a) only if the other eligible governmental plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) Upon the transfer of assets under this Section 7.05, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Plan Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 7.05 (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 7.05, and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to section 1.457-10(b) of the Income Tax Regulations.

7.06 PERMISSIVE SERVICE CREDIT TRANSFERS.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this Section 7.06(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 7.06(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

ARTICLE VIII TRUST PROVISIONS FOR GOVERNMENTAL 457 PLAN

8.01 ACCEPTANCE; OTHER TRUSTS OR ANNUITIES. Upon execution of an Adoption Agreement, the Trustee accepts the Trust created under this Plan and Trust and agrees to perform the duties and obligations imposed by this agreement for assets held hereunder. The Employer may also establish with the consent of SDI other trusts or custodial accounts to hold assets for the Plan or enter into one or more annuity contracts to provide benefits under the Plan, provided that such other trusts, custody accounts or annuity contracts satisfy the applicable requirements of Code §§ 401(f) and 457(g). The Employer may specify rules for the division of contributions or transfer of Plan assets between trusts, custodial accounts and contracts it authorizes under this Plan. The responsibilities of the other trustees, custodians or insurers shall not be governed by this Article VIII, but shall be governed by the other agreements, and the Trustee hereunder shall have no responsibility therefore. Any other trustee, custodian or insurer shall have no responsibility for the actions of the Trustee hereunder.

8.02 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by

the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.03 FULL INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.10. The Trustee is authorized and empowered, but not by way of limitation, with the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent man would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest, or the Trustee may invest in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) or any other bank maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) or by any other trustee in its capacity as trustee or custodian of an eligible employee benefit plan, which common trust fund or collective investment fund further conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee will decide;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Plan Administrator may direct the Trustee to distribute to the Plan Administrator or directly to a Participant or to a Beneficiary under the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the

distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in its discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an periodic statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

8.04 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan

Administrator with whatever information relating to the Trust the Plan Administrator considers necessary.

8.05 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay all fees and expenses reasonably incurred by it in its administration of the Trust unless the Employer pays the fees and expenses.

8.06 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected. The Trustee has employed SDI and its affiliate, Security Financial Resources, Inc., as agents hereunder to perform certain non-discretionary services for the Trust and the Trustee.

8.07 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.08 REVOCATION. The Employer may revoke this Trust at any time by giving the Trustee 30 days' written notice in advance.

8.09 VALUATION OF TRUST. The Trustee will value the Trust as of the last day of each Plan Year to determine the fair market value of the Trust assets, and the Trustee will value the Trust on such other date(s) as directed by the Plan Administrator.

8.10 PARTICIPANT DIRECTION OF INVESTMENT. Participants in the Plan may direct the investment of all their Accounts in the Trust. The Trustee agrees to accept investment direction delivered to SDI in any manner SDI will accept from time to time under rules it may establish.

8.11 PARTIES TO LITIGATION. Only the Trustee will be a necessary party to any court proceeding involving the Trustee or the Trust. Any final judgment entered in any proceeding will be conclusive upon the Trustee. If the Trustee undertakes or defends any litigation arising in connection with Trust, the Employer agrees to indemnify Trustee against Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Employer does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust.

8.12 THIRD PARTY. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee

that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.13 SUCCESSOR TRUSTEE. Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.14 RESIGNATION AND REMOVAL OF TRUSTEE. The Employer or SDI may remove any acting Trustee of this Trust upon 60 days' written notice and appoint a successor Trustee. The Trustee may resign upon providing 60 days' written notice to the Employer and SDI.

8.15 INTERPRETATION OF TRUST PROVISIONS. The Trustee will decide all matters of construction, interpretation and application of this Article VIII and the decision of the Trustee will control, be binding and conclusive.

8.16 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.17 VOTING OF SECURITIES. On behalf of the Trustee, SDI shall vote proxies for any securities held in the Trust which are not voted by the Trustee in any manner which SDI determines, in its discretion. Although SDI may solicit voting instructions from the Participants, SDI may issue or refuse to issue proxies as it deems appropriate, even if instructions are received from the Participants, without such determination considered to be a fiduciary act or conducted in a fiduciary capacity. SDI may further vote proxies as "present" at any meeting of shareholders for the purpose of establishing a quorum, and to register such shares as voted, while abstaining or directing abstention on all or any issues on which shares may be voted at such meeting.

8.18 TRUST FUND--EXCLUSIVE BENEFIT RULE. All amounts of Deferred Compensation, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held and invested in the Trust Fund in accordance with this Plan and the Trust Agreement. The Trust Fund (and any other trust or annuity contract established under the Plan) shall be established pursuant to a written agreement that constitutes a valid trust (or annuity contract). The Trustee shall ensure that all investments, amounts, property, and rights held under the Trust Fund are held for the exclusive benefit of Participants and their Beneficiaries. The Trust Fund shall be held in trust pursuant to the Trust Agreement for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of the Plan and of the Trust Fund. It shall be

impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Trust Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

ARTICLE IX MISCELLANEOUS

9.01 NON-ASSIGNABILITY. Except as provided in Section 9.02 and 9.03, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.02 DOMESTIC RELATION ORDERS. Notwithstanding Section 9.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.03 IRS LEVY. Notwithstanding Section 9.01, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.04 MISTAKEN CONTRIBUTIONS. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

9.05 PAYMENTS TO MINORS AND INCOMPETENTS. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Plan Administrator, benefits will be paid to such person as the Plan Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be

deemed a complete discharge of any liability for such payments under the Plan.

9.06 PROCEDURE WHEN DISTRIBUTEES CANNOT BE LOCATED. The Plan Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Plan Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Plan Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person.

9.07 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

9.08 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

9.09 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Prototype Plan, except to the extent Federal law supersedes State law.

9.10 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Employee-Participant or any Beneficiary any right to continue employment, any legal or equitable right against the Employer, or Employee of the Employer, or its agents, or against the Plan Administrator, except as expressly provided by the Plan.

9.11 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

March 23, 2010

OPEN ENROLLMENT APPLICANTS FOR SCHOOL YEAR 2010/2011

During the 1997 Wisconsin legislative session, a Public School Enrollment Law was enacted to become effective with the 1998-99 school years. Wisconsin Statutes 118.51 and 118.52 mandated that all Wisconsin schools adopt an inter-district open enrollment policy. On January 27, 1998, the Board of Education adopted School Board Policy 5260 - Full-Time Public School Open Enrollment. This policy determines the circumstances under which student applications for enrollment under the Public School Open Enrollment Law are accepted or denied.

Under the Public School Enrollment Law, Kenosha students who wish to enroll in a school outside the District and students from other districts who desire to attend a school in the Kenosha Unified School District were required to submit applications to the Office of School Leadership – High School no later than 4:00 pm February 19, 2010. The District is required to notify open enrollment candidates if they have been approved or denied no later than April 9, 2010.

One hundred and eighty-five students from Kenosha Unified School District have applied for admission to schools outside of Kenosha under the guidelines of open enrollment. Below is a listing of the applicants by grade level.

KUSD students applying to attend schools OUTSIDE the district:

Grade Level	Number of Students
Early Childhood	1
4 year old Kindergarten	11
5 year old Kindergarten	25
1	9
2	11
3	14
4	9
5	12
6	18
7	12
8	10
9	23
10	7
11	13
12	9
No Grade listed	1
Total	185

One hundred and sixteen students from school districts outside the Kenosha Unified School District have applied for admission to Kenosha Schools under the guidelines of open enrollment. The administrative procedure for approval and denial is as follows:

A database of available space is maintained for all schools at each grade level. Space availability is determined using enrollment data and teacher allocation projections supplied by the Office of Educational Accountability. The Executive Directors of School Leadership review the data and a space determination is made for each school at each grade level. Applicants are reviewed by the appropriate administrative staff using the State approved open enrollment guidelines. Students who have not had records sent from their nonresident school district are still included in the selection process. Their eligibility is determined after their records arrive. Schools and grade levels with the most available space are filled first. If two schools have the same amount of space available at a particular grade level, a random order of selection is used to determine the school chosen first. Applicants are then distributed in an equalized pattern among the schools with openings. Preference is given to currently attending students and siblings. If there are more applicants than spaces available at a given grade level, a random selection process is used to select students. This process is as follows: All students are listed in alphabetical order. Each student is assigned a number with the first person listed as number one until all students are assigned a number. All numbers are assigned after the application deadline. A separate lottery drawing is held for each grade level. Numbers representing each student are randomly drawn until all available seats are filled. No waiting list is established. Below is a listing of the applicants by grade level and administrative recommendation.

Students applying INTO KUSD

Grade Level/ Virtual School	Administration Recommended	Administration Denied
4K	0	3
Kindergarten	6	9
1	3	0
2	3	2
3	1	3
4	3	0
5	4	0
6	4	0
7	1	1
8	3	0
9	0	6
10	2	6
11	4	2
12	0	1
e-School 9-12	37	12
Totals	71	45

Administration Recommendation

Administration recommends **approval** of all applicants identified as numbers 1, 3, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 19, 20, 24, 25, 27, 28, 33, 36, 39, 40, 42, 45, 46, 47, 49, 52, 55, 57, 58, 60, 61, 63, 64, 66, 68, 69, 70, 72, 73, 78, 81, 82, 83, 84, 85, 86, 87, 89, 90, 92, 93, 94, 96, 97, 98, 100, 101, 102, 104, 105, 106, 108, 109, 110, 113, 115 and 116 due to available space or prior enrollment in the schools requested.

Administration recommends applicants identified as numbers 2, 6, 13, 18, 21, 22, 23, 26, 29, 30, 31, 32, 34, 35, 37, 38, 41, 43, 44, 48, 50, 51, 53, 54, 56, 59, 62, 65, 67, 71, 74, 75, 76, 77, 79, 80, 88, 91, 95, 99, 103, 107, 111, 112 and 114 to be **denied** due to overcapacity at the schools or programs requested.

Dr. Joseph T. Mangi
Superintendent of Schools

Daniel Tenuta
Executive Director of School Leadership, High School Cluster

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

March 23, 2010

**RATIFICATION OF THE KUSD/KENOSHA EDUCATION ASSOCIATION
(CARPENTERS AND PAINTERS) COLLECTIVE BARGAINING AGREEMENT**

The District Negotiations Team has reached a tentative agreement with the Kenosha Education Association (Carpenters and Painters). The Union ratified the agreement on Monday, March 1, 2010.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board of Education ratify the proposed agreement between the District and the Kenosha Education Association (Carpenters and Painters).

Dr. Joseph T. Mangi
Superintendent of Schools

Sheronda G. Glass
Executive Director of Human Resources

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

March 23, 2010

DONATIONS TO THE DISTRICT

The District has received the following donations:

1. Anonymous donation of \$6,000.00 to the Tremper Boys Swim Team.
2. Mr. Kevin Deaton donated \$5,000.00 to the Tremper Baseball program.
3. Mr. Kyle Deaton donated \$5,000.00 to the Tremper Baseball program.
4. Mr. and Mrs. Stanley donated \$600.00 to the Lance Middle School CDS program.
5. ZF Electronics Corporation donated \$500.00 to the LakeView Academy Robotics Club.

Administrative Recommendation

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

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

March 23, 2010

**Tentative Schedule of Reports, Events,
and Legal Deadlines for School Board**
March-April

March

- March 1, 2010 – Midwinter Break – Schools Closed
- March 9, 2010 – Standing Committee Meetings – 5:30, 6:20, 7:10 P.M. and 8:00 P.M. in ESC Board Meeting Room
- March 23, 2010 – 5:00 P.M. PR/Goals/Legislative Standing Committee in Room 190B and 7:00 P.M. Regular Board of Education Meeting in ESC Board Meeting Room

April

- April 1, 2010 – Half Day of School for Students – Start of Spring Recess
- 2-11 – Spring Recess – Schools Closed
- April 13, 2010 – Standing Committee Meetings – 5:30, 6:20, 7:10 P.M. and 8:00 P.M. in ESC Board Meeting Room
- April 26, 2010, 2009 – Organizational Meeting – 6:30 P.M. and Regular Board of Education Meeting – 7:00 P.M. in ESC Board Meeting Room

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