

REGULAR MONTHLY BOARD MEETING

May 22, 2007 7:00 P.M.

Educational Support Center 3600 – 52nd Street Kenosha, Wisconsin

KENOSHA UNIFIED SCHOOL BOARD



REGULAR SCHOOL BOARD MEETING Educational Support Center May 22, 2007 7:00 P.M. AGENDA

- I. Pledge of Allegiance
- II. Roll Call of Members
- III. Awards, Board Correspondence, Meetings and Appointments
 - National Merit Commended Student and Finalists
 - Wisconsin All-State Scholars
 - Kelsey Swiatko Receives State Community Service Award
 - Regional, State and International DECA Award Recipients
 - Regional and State FBLA Award Recipients
 - State and National German Language Honors
 - PTA State Reflections Fine Arts Contest Award Recipients
 - Bradford Team Wins Academic Skills Challenge
 - Indian Trail Academy Student Earns Chinese Speech Contest Honors
 - Caroline Haebig Named Apple Distinguished Educator
 - Sharon Walker-Johnson Named State History Teacher of the Year
 - Channel 20 Program Earns State Awards
- IV. Administrative and Supervisory Appointments
- V. Introduction and Comments by 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 | Waiver of Policy 1330 - Use of School District Facilities Pages 1 |
|----|-----------------|---|
| В. | Consent/Approve | Rules of Order - Policy 8810Pages 2-4 (Second Reading) |

XI. Consent Agenda – Continued

| | C. | Consent/Approve | Elementary, Middle School and Head Start Waivers for 2007/08 School YearPages 5-7 |
|------|-------|-------------------|---|
| | D. | Consent/Approve | Donations to the DistrictPage 8 |
| | E. | Consent/Approve | Recommendations Concerning Appointments, Leaves of Absence, Retirements and ResignationsPage 9 |
| | F. | Consent/Approve | Minutes of 4/23/07, 4/28/07 and 5/5/07 Special Meetings and Executive Sessions, 4/23/07 Organizational Meeting, 4/23/07 Regular Meeting and 5/8/09 Special Meeting |
| | G. | Consent/Approve | Summary of Receipts, Wire Transfers and Check RegistersPages 25-26 |
| XII. | Old E | Business | |
| | A. | Discussion/Action | Brompton School Charter And LeasePages 27-51 |
| | B. | Discussion/Action | Kenosha eSchool Charter Contract RevisionPages 52-70 |
| | C. | Discussion/Action | Kenosha eSchool Implementation Renewal Grant and Supplemental GrantPages 71-72 |
| | D. | Discussion/Action | Kenosha School of Technology Enhanced Curriculum Charter School Implementation GrantPages 73-74 |

| E. | Discussion/Action | Harborside Academy Charter School Implementation GrantPages 75-76 |
|----|-------------------|---|
| F. | Discussion | Update on Proposed High School ReferendumPages 77-79 |
| G. | Discussion/Action | Resolution Authorizing Further Actions Relating to the Trust For the Purpose of Providing For the Payment of Post- Employment Benefits, Including the Issuance and and Sale of Notes (Not To Exceed \$20,000,000) and for the Purchase of One or More Credit Linked Secured Notes by the Trust and the Execution of Certain Documents by the School District |
| H. | Discussion/Action | Resolution Authorizing the Borrowing of Not to Exceed \$20,000,000; and Providing For the Issuance of Taxable General Obligation Promissory Notes Therefor |
| I. | Discussion/Action | Student Use of Internet System – Policy, Rule and Administrative Regulation 6633 and Electronic Communication (Personnel) – Policy and Rule 3535 |
| J. | Discussion/Action | School Board Policy 5431 - Student Dress CodePages 100-105 (Second Reading) |

XIII. New Business

| A. | Discussion/Action | Ratification of the Kenosha Education Association (Teachers') Collective Bargaining AgreementPage 106 |
|-----|----------------------|---|
| В. | Discussion/Action | Resolution Authorizing the Issuance and Awarding the Sale of \$8,000,000 General Obligation Refunding Bonds; And Levying a Tax in Connection Therewith Pages 107-118 |
| Oth | or Rusinoso os Dormi | |

- XIV. Other Business as Permitted by Law
- XV. Tentative Schedule of Reports, Events and Legal Deadlines For School Board (May-June)Page 119
- XVI. Predetermined Time and Date of Adjourned Meeting, If Necessary

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

May 22, 2007

WAIVER OF POLICY 1330 USE OF SCHOOL DISTRICT FACILITIES

The Kenosha Symphony Orchestra (KSO) is requesting a waiver of user fees for use of District facilities. Specifically, KSO is requesting a waiver of fees for use of the Reuther High School Auditorium on October 22, 2006 for auditions. The KSO would be charged the custodial fees as applicable.

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 May 8, 2007 meeting, the Audit/Budget/Finance Committee recommended that this waiver request be approved and submitted to the full Board for consideration. Administration recommends that the Board approve the recommendation of the Audit/Budget/Finance Standing Committee for waiver of rental fees in the amount of \$288 for use of the Reuther Auditorium on October 22, 2006 by the Kenosha Symphony Orchestra.

Dr. R. Scott Pierce Superintendent of Schools

Bdreport/waiver of policy 1330 KSO

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 REGULAR BOARD MEETING Kenosha, Wisconsin

May 22, 2007

RULES OF ORDER – POLICY 8810

Board members stated that the current three minutes response time to comments made at Board Meetings is not long enough to address several issues at once. They suggested that the current Policy 8810 – Rules of Order be changed to allow up to six minutes response time for Board members.

The Personnel and Policy Committee reviewed Policy 8810, Rules of Order on April 3, 2007, and recommended it be brought to the full Board on April 23, 2007, for a first reading, with the above-mentioned change. The Board approved the policy and recommended bringing it back for a second reading on May 22, 2007.

Administrative Recommendation:

Administration recommends that the Board approve Policy 8810, Rules of Order, for a second reading on May 22, 2007.

Dr. R. Scott Pierce, Ed.D. Superintendent of Schools

Kathleen M. Barca Executive Director of School Leadership

POLICY 8810 RULES OF ORDER

The School Board shall conduct all its meetings in accordance with newly revised Robert's Rules of Order, unless otherwise provided below.

- 1. The School Board president may vote on all matters coming before the School Board. The School Board president has the right to introduce or second motions if another School Board member is given temporary control of the meeting. Temporary control is assigned in the following order: Vice President, Clerk, Treasurer, any other member.
- 2. A motion to Limit Debate shall be decided by a majority vote.
- 3. Each regular and special meeting of the School Board shall be considered a "session," unless it is an adjourned meeting as defined by newly revised Robert's Rules of Order.
- 4. It shall be in order to Postpone Definitely a motion, event or report beyond the next session by a majority vote.
- 5. A motion to rescind or amend something previously adopted at an earlier session requires a majority vote if prior notice is given outlining the proposed motion. Without this notice, a two-thirds vote is required. This notice may be given by mail or may be given orally at an open meeting or a closed meeting if applicable. (Note: In any event, the provisions of the Open Meeting Law and School Board Policy apply). The School Board President shall require a majority written request or vote for placement on an agenda if the member did not vote on the prevailing side of the motion to be rescinded or amended. The provisions and requirements of this section shall expire ninety (90) days from the date of the last School Board action and, therefore, agenda requests and motions may be offered on the issue as if new.
- 6. A motion to rescind or amend something previously adopted instead of reconsidering action taken at the same session shall require a two-thirds vote. If a motion to reconsider fails, it shall not be in order to move to rescind or amend something previously adopted at that same session.
- 7. A motion may be unilaterally withdrawn by the maker prior to any vote being cast. Similarly, a motion may be modified without the permission of the second; however, the second may withdraw.
- 8. A member, while speaking on a motion, may not move the previous question.
- 9. Discussion is permitted when no motion is pending. To close discussion when no motion is pending, a member may request to proceed. No second is required. It is not debatable, it is not in order when another has the floor, and requires a majority vote if the request is objected to but no member immediately offers a motion. After a request to proceed, the chair shall ask if there is an objection or a motion and, if hearing none, the School Board will proceed with the agenda.
- 10. Except as adopted by a unanimous vote to suspend this Bylaw, the following motions shall not be in order:
 - a. Create a Special Order
 - b. Call for the Orders of the Day
 - c. Reconsider and Enter on the Minutes
 - d. Lay on the Table
 - e. Take from the Table

POLICY 8810 RULES OF ORDER Page 2

- 11. School Board members' response to citizen comments shall be limited to six three minutes.
- 12. Time allowed for debate on motions during regular meetings shall be limited to one five minute discussion

period followed by one three minute rebuttal period per person. Another three minute rebuttal time is allowed during special meetings. The use of another member's time is allowed at the discretion of the chair under the following provisions:

- a. another member must consent to waive his/her time;
- b. the ruling of the chair shall apply to all members;
- c. discretion to use another member's time expires once a vote has occurred; and
- d. a member can use another member's time only once per motion.

CROSS REF.: 8710, Regular Board Meeting

- 8720, Special Board Meeting
- 8730, Executive Sessions (Closed Meetings)
- 8850, Board Standing Committees
- 8870, Public Participation at Board Meetings

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: June 8, 1993

REVISED: March 26, 1996 July 8, 1997 July 10, 2001 This page intentionally left blank

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

May 22, 2007

ELEMENTARY, MIDDLE SCHOOL AND HEAD START WAIVERS FOR 2007/08 SCHOOL YEAR

School Board approval is requested to implement the following waivers for the 2007-2008 school year. These waiver requests do not negatively impact student contact time, District budget, transportation or food service. These requests support the District's focus as defined in the Strategic Plan as it relates to professional development, community involvement and student achievement.

Since the Curriculum/Program Committee reviewed these waivers on May 8 and forwarded them to the full board, Jefferson Elementary was added to the parent/teacher conference request.

The Head Start Child Development Program is requesting renewal of the waivers listed below. The Head Start Management Committee, composed of staff and parents, designed and supports these waiver requests.

Adjust the contracted hours – To comply with the Head Start Performance Standards, the contracted 7 hours per day need to be waived and increased to 7.5 hours for Head Start employees. Regional Office has approved our $\frac{1}{2}$ day classes to be 3 hours 15 minutes long with the understanding that additional days are added to ensure 448 hours of student contact time is completed. This is an annual request and Head Start staff is paid for the additional time.

Change the contracted calendar start and end dates for staff – Head Start conducts initial home visits prior to the child's first day of school. Teachers and educational assistants visit the child and parents in their home to introduce themselves, complete required paperwork and explain the services that will be provided to the child in this preschool experience. These mandated initial home visits require three days to complete. To accomplish these, Head Start requests the following waivers to the 2007-08 calendar:

| Date | Head Start Request | Event Being Waived |
|-------------------|----------------------------|--------------------------|
| August 31, 2007 | Home Visits | The Inservice will be |
| | | rescheduled in September |
| | | for Head Start. Head |
| | | Start children do not |
| | | attend on Wednesdays. |
| September 4, 2007 | Home Visits | KUSD students report to |
| | | school. |
| September 5, 2007 | Home Visits & Open | Elementary Open House |
| | House | is scheduled for August |
| | | 30 th . |
| September 6, 2007 | Head Start Students Report | Regular school day |

Jeffrey Elementary School requests a waiver renewal to continue with one early release Wednesday per month versus the shorter early release every Wednesday. The staff and parents strongly support continuation of this practice for the 2007-2008 school year. This reinforces the school's established tradition of student release time and supports longer periods of time for professional development.

Frank Elementary School is requesting a waiver to conduct their Open House the second week in the 2007-2008 school year. When Open House is held before school actually begins, notifying and contacting parents is very difficult.

Jeffery, Frank, Pleasant Prairie, Jefferson and Vernon Elementary Schools are requesting a waiver of the proposed Third Quarter Parent/Teacher Conference Schedule for the 2007/2008 School Year. Parents, staff and administration support the traditional parent/teacher conference date at the end of the third quarter rather than in mid-February. Any cost for transportation due to this waiver will be budgeted through each building.

The Lincoln Elementary Community requests a renewal of the waiver to change the school day times for students and teachers. The students' current day begins at 7:55 a.m. and concludes at 2:45 p.m. Monday, Tuesday, Thursday, and Friday. School begins on Wednesday at 7:55 a.m. and concludes at 1:30 p.m. The Lincoln Elementary Community is proposing extending the students day by 30 minutes on Monday, Tuesday, Thursday, and Friday and reducing Wednesday's day by two hours to balance the time. The proposed times would be starting at 7:55 a.m. and concluding at 3:15 p.m. Monday, Tuesday, Thursday, and Friday and starting at 7:55 a.m. and concluding at 11:30 a.m. on Wednesday.

Lance, Lincoln and Washington Middle Schools request a waiver renewal extending the Wednesday teacher workday until 4:30 three times per month and allowing the teachers to leave at 3:00 on the fourth and/or fifth Wednesday of the month. This schedule has been used for the past three to seven school years for professional development and faculty meetings for these three schools. The KUSD contract allows secondary principals to require one staff meeting and one department meeting per month, which equates to approximately 120 minutes past the 7.5-hour teacher workday. This Wednesday schedule was determined to be successful and the staff voted 85% at Lance, 90% at Lincoln, and 100% at Washington to continue to use the same approach.

Administrative Recommendation

Administration recommends Board approval of the 2007-2008 waivers at the May 22, 2007 meeting.

Dr. R. Scott Pierce Superintendent of Schools

Belinda Grantham Head Start Principal Kathleen Barca Executive Director of School Leadership

Peter Pingitore Jeffery Elementary Principal Gordon Hess Frank Elementary Principal

Timothy Elsen Pleasant Prairie Elementary Principal

Pam Whyte Jefferson Elementary Principal

Margaret Modory Lincoln Middle School Principal Dan Weyrauch Lincoln Elementary Principal

Patricia Lockhart Vernon Elementary Principal

Bethany Ormseth Lance Middle School Principal

Elizabeth Sabo Washington Middle School Principal This page intentionally left blank

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

May 22, 2007

DONATIONS TO THE DISTRICT

The District has received the following donations:

- 1. Iris ISA, Inc. Wisconsin FA. donated 300 plastic carriers worth approximately \$1500.00 to Stocker Elementary School.
- 2. Christi Halcomb donated computer equipment worth \$500.00 to the Information Services Department.
- 3. Kenosha Walmart donated \$50.00 to Indian Trail Academy to purchase supplies for the Biotech House Service Project/Clean-up at Bong Recreation Center.

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).

R. Scott Pierce Superintendent of Schools This page intentionally left blank

KENOSHA UNIFIED SCHOOL DIST. NO. 1 May 22, 2007

| | | | | 1 | | | | | Calami an | | | |
|-------------|---------|------|-----------------|--------------|-------------|--------------------------------|-----------------------------|-----------|-----------|-------------|--------------|-----------|
| | Board | | | Employee | Employee | | | Effective | Salary or | | | Letter or |
| Action | | Code | Stoff | Last Name | | School/Dept | Position | | | Reason | Step/Level | Contract |
| | | coue | | | 1 | | | | | | | |
| Appointment | 5/22/07 | | Instructional | | Casey | Bradford High School | Tech Education - Construct | | 32,456.00 | | BA Step 3 | Letter |
| Appointment | 5/22/07 | | Instructional | Garcia | Federico | Bradford High School | Bilingual english | 08/29/07 | 32,456.00 | | BA Step 3 | Letter |
| Appointment | 5/22/07 | | Instructional | Hernandez, J | | Bradford High School | Bilingual Math | 08/29/07 | 33,936.00 | | BA Step 4 | Letter |
| Appointment | 5/22/07 | * | Instructional | Hippert | Norman | LakeView Technology Academy | Technology Education | 08/29/07 | 33,936.00 | | B Step 4 | Contract |
| Appointment | 5/22/07 | * | Instructional | Kennedy | Jed | Bradford High School | PE/Health | 08/29/07 | 35,952.00 | | BA+6 Step 5 | Contract |
| Appointment | 5/22/07 | * | Instructional | Mendez | Jose | Bullen Middle School | Bilingual Grade 8 | 08/29/07 | 32,456.00 | | BA Step 3 | Letter |
| Appointment | 5/22/07 | * | Instructional | Peterson | Jennifer | Tremper High School | Special Education Cross Ca | | 32,456.00 | | BA Step 3 | Contract |
| Appointment | 5/22/07 | * | Instructional | Stinnett | Patrick | Lance Middle School | Tech Education | 08/29/07 | 32,456.00 | New Hire | BA Step 3 | Contract |
| Appointment | 5/22/07 | * | Instructional | Velez | Juan Carlos | Bradford High School | Bilingual Science | 08/29/07 | 39,106.00 | New Hire | M+18 Step 4 | Letter |
| Resignation | 5/22/07 | * | Miscellaneous | Aguilera | Elisa | Head Start | Family Literacy Service Pro | 04/27/07 | 12.60 | Resignation | | |
| Resignation | 5/22/07 | * | Educ. Assistant | Anaya | Claudia | McKinley Middle School | Technology | 06/12/07 | 11.32 | Resignation | | |
| Resignation | 5/22/07 | | Instructional | Czuprynski | Michelle | Bullen Middle School | Cross Categorical | 06/11/07 | 33,936.00 | Resignation | B Step 4 | Contract |
| Resignation | 5/22/07 | | Service Empl | Daniels | John | Washington Middle School | Custodian | 04/20/07 | 18.83 | Resignation | | |
| Resignation | 5/22/07 | * | Instructional | Ericson | Stacy | Bradford High School | Math | 04/16/07 | 35,416.00 | Resignation | B Step 5 | Contract |
| Resignation | 5/22/07 | | Service Empl | Fink | Lisa | Lance Middle School | Grade 2 Cook | 04/05/07 | 16.87 | Resignation | | |
| Resignation | 5/22/07 | | Instructional | Kaylor | Corrine | Mahone Middle School | L.D. | 03/30/07 | 36,893.00 | Resignation | B Step 6 | Contract |
| Resignation | 5/22/07 | | Instructional | Klika | Nicole | Curtis Strange Elementary | Grade 4 | 06/11/07 | 33,936.00 | Resignation | B Step 4 | Contract |
| Resignation | 5/22/07 | | Miscellaneous | Lewis | Tamika | Ceasar Chavez Learning Station | Fam. Lit. Svc. Provider | 05/11/07 | 12.60 | Resignation | | |
| Resignation | 5/22/07 | | Instructional | Moody | Carole | Forest Park Elementary | Kindergarten | 06/11/07 | | Resignation | B+6 Step 14 | Contract |
| Resignation | 5/22/07 | * | Instructional | Rizzo | Alice | Vernon Elementary | ESL | 06/11/07 | 65.063.00 | Resignation | M+30 Step 15 | Contract |
| Resignation | 5/22/07 | * | Instructional | Simons | Christina | Bradford High School | Speech Therapist | 06/30/07 | | Resignation | M+12 Step 11 | |
| Resignation | 5/22/07 | * | Instructional | Strecker | Jill | Mahone Middle School | Grade 6 | 06/11/07 | | Resignation | B 18 Step 10 | |
| Resignation | 5/22/07 | | Instructional | Uhlenhake | Karla | Lincoln Middle School | Family and Counsumer Edu | | | Resignation | M+30 Step 15 | |
| Resignation | 5/22/07 | | Administration | Yontz | Timothy | Fine Arts | Coordinator of Fine Arts | 06/30/07 | | Resignation | AST/16/04 | 22 |

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SPECIAL MEETING & EXECUTIVE SESSION OF THE KENOSHA UNIFIED SCHOOL BOARD HELD APRIL 23, 2007

A special meeting of the Kenosha Unified School Board was held on Monday, April 23, 2007, in the Small Board Room at the Educational Support Center. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 5:17 P.M. with the following members present: Mrs. P. Stevens, Mr. Hujik, Mr. Englund, Mr. Fountain, and Mr. Olson. Dr. Pierce was also present. Mr. Ostman and Mrs. R. Stevens arrived later.

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

Mr. Olson announced that an executive session had been scheduled to follow this special meeting for the purpose of discussion regarding review of findings/orders by the Independent Hearing Officer; litigation; personnel: problems; personnel: position assignments; personnel: compensation and/or contracts; and collective bargaining deliberations not subject to S.S. 19.85(3).

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

Roll call vote. Ayes: Mrs. P. Stevens, Mr. Hujik, Mr. Englund, Mr. Fountain and Mr. Olson. Noes: None. Unanimously approved.

1. <u>Review Findings/Orders by the Independent Hearing Officer:</u>

Ms. Stephens arrived at 5:19 P.M. and provided Board members with information regarding four expulsions.

Mr. Ostman and Mrs. R. Stevens arrived at 5:20 P.M.

Ms. Stephens and Dr. Pierce were excused at 5:26 P.M.

Mr. Englund moved to concur with the recommendation of the hearing officer with respect to the first expulsion. Mr. Fountain seconded the motion. Motion carried. Mr. Ostman dissenting.

Mr. Ostman moved to extend the length of the second expulsion until the end of the first semester of the 2008-2009 school year and approve the recommendation of the hearing officer as amended. Ms. P. Stevens seconded the motion. Motion carried. Mr. Olson dissenting.

Mr. Englund moved to extend the length of the third expulsion until the end of the 2007-2008 school year and approve the recommendation of the hearing officer as amended. Mr. Hujik seconded the motion. Motion carried. Mr. Ostman and Mrs. P. Stevens dissenting.

Mr. Hujik moved to extend the length of the fourth expulsion until the end of the first semester of the 2008-2009 school year and approve the recommendation of the hearing officer as amended. Mr. Ostman seconded the motion. Unanimously approved.

Dr. Pierce returned to the meeting at 5:30 P.M.

2. Litigation

Mr. Johnston arrived at 5:30 P.M. and updated the Board on a claim for damages regarding an alleged breach of contract. A brief discussion followed.

Mr. Hujik moved to deny the claim for damages. Mr. Olson seconded the motion. Motion carried. Mr. Ostman and Mrs. P. Stevens dissenting.

3. <u>Personnel: Problems, Position Assignments, Compensation and/or Contracts</u>

A brief discussion took place regarding the Administrative Appointments/Reassignments voted on on April 3, 2007.

4. <u>Collective Bargaining Deliberations not Subject to S.S. 19.85(3)</u>

Mr. Olson provided an update to Board members on the status of collective bargaining deliberations.

Meeting adjourned at 5:57 P.M.

ORGANIZATIONAL MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD APRIL 23, 2007

An organizational meeting of the Kenosha Unified School Board was held on Monday, April 23, 2007, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center. Mr. Olson, President, presided.

Mr. Olson called the meeting to order at 6:01 P.M. with the following members present: Mrs. P. Stevens, Mr. Hujik, Mr. Englund, Mr. Ostman, Mr. Fountain, Mrs. R. Stevens and Mr. Olson.

Mr. Olson opened the meeting by announcing that this was the organizational meeting of the School Board of Kenosha Unified School District No. 1. Notice of this organizational meeting was given to the public by forwarding the complete agenda to all requesting radio stations and newspapers. Copies of the complete agenda are available for inspection at all public schools and at the Superintendent's Office. Anyone desiring information as to forthcoming meetings should contact the Superintendent's Office.

Mr. Olson formally swore in Mr. Fountain and Mrs. R. Stevens who were elected to three-year terms at the April 3, 2007 election. Mr. Olson asked Mr. Fountain and Mrs. R. Stevens to step forward and repeat the Oath of Office.

Nominations were then in order for Board President, Vice-President, Treasurer, Clerk and Secretary.

Mr. Hujik nominated Mr. Fountain for President. Mr. Englund seconded the motion.

Mr. Ostman nominated Mrs. P. Stevens for President. Mrs. R. Stevens seconded the motion.

Roll call vote: Mrs. P. Stevens – Mrs. Stevens; Mr. Hujik – Mr. Fountain; Mr. Englund – Mr. Fountain; Mr. Ostman – Mrs. Stevens; Mr. Fountain – Mr. Fountain; Mrs. R. Stevens – Mrs. Stevens; Mr. Olson – Mr. Fountain.

Mr. Fountain was selected as Board President.

Mr. Fountain presided for the remainder of the meeting.

Mr. Ostman nominated Mrs. P. Stevens for Vice-President. Mrs. R. Stevens seconded the motion. There were no further nominations and Mrs. P. Stevens was unanimously selected as Board Vice-President.

Mr. Hujik nominated Mr. Englund for Treasurer. Mr. Olson seconded the motion. There were no further nominations and Mr. Englund was unanimously selected as Board Treasurer.

Mr. Olson nominated Mr. Hujik for Clerk. Mr. Ostman seconded the motion. There were no further nominations and Mr. Englund was unanimously selected as Board Clerk.

Mrs. P. Stevens nominated Mrs. Busby for Board Secretary. Mr. Hujik seconded the motion. There were no further nominations and Mrs. Busby was unanimously selected as Board Secretary.

Mr. Olson moved that the School Board meetings continue to be held at 7:00 P.M. on the fourth Tuesday of each month at the Educational Support Center and school sites to be determined. Mr. Hujik seconded the motion. Unanimously approved.

Mr. Hujik moved that the School Board adopt the Revised Schedule of Authorized Public Depositories as contained in the agenda. Mr. Olson seconded the motion. Unanimously approved.

The voting order will be Mr. Englund, Mrs. P. Stevens, Mrs. R. Stevens, Mr. Hujik, Mr. Olson, Mr. Ostman and Mr. Fountain.

Mr. Olson moved that the Board authorize the President's signature to appear on all checks as the third signature with the Clerk and Treasurer and authorize the use of facsimile signatures of the President, Clerk and Treasurer on all checks. Mr. Hujik seconded the motion. Unanimously approved.

Meeting adjourned at 6:11 P.M.

REGULAR MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD APRIL 23, 2007

A regular meeting of the Kenosha Unified School Board was held on Monday, April 23, 2007, at 6:30 P.M. in the Board Room at the Educational Support Center. Mr. Fountain, President, presided.

The meeting was called to order at 6:30 P.M. with the following Board members present: Mr. Englund, Mrs. P. Stevens, Mrs. R. Stevens, Mr. Hujik, Mr. Olson, Mr. Ostman and Mr. Fountain.

Mr. Fountain, 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. Pierce presented the District-Wide Student Art Exhibit Awards, the Science Olympiad Awards and the Bradford High School SMART Team Award.

Mrs. Yolanda Santos-Adams gave a presentation on the Digital Career Academy.

Mr. Olson moved to rescind the April 3, 2007, reassignments of Dr. Edie Holcomb, Mrs. Kathleen Barca, Mr. Timothy Miller and Mr. Kurt Sinclair and return them to their original positions. Mr. Ostman seconded the motion. Unanimously approved.

Dr. Pierce introduced the Student Ambassador, Jamie Schafer, from Reuther Central High School.

There was no Legislative Report.

Mr. Olson left the meeting at 7:20 P.M.

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

Dr. Pierce gave his Superintendent's report. Two Chinese exchange program visitors were introduced to the Board and the public. They will be visiting and working in Lance Middle School and Roosevelt Elementary for the next three weeks.

Mrs. LoCicero gave the Strategic Planning Update.

The Board considered the following Consent-Approve items:

Consent–Receive item XIII-A – Strategic Planning Implementation Teams #2 and 3 Updates as contained in the agenda.

Consent-Approve item XIII-B – Career and Technical Education 2007-2008 Garrett A. Morgan Technology and Transportation Education Program Grant (GAMTTEP) submitted by Mr. Greg Wright, Career and Technical and Service Education Coordinator; Dr. Edie Holcomb, Executive Director of Curriculum and Instructional Services; and Dr. Pierce, excerpts follow:

"We are requesting permission to apply for and implement the 2007-2008 Garrett A. Morgan Technology and Transportation Education Program Grant.

The Kenosha Unified School District No. 1 (KUSD), as a partner with Gateway Technical College, Racine Unified School District (RUSD) and Wilmot Area School District (WASD) will utilize the grant funds to provide initial training for secondary instructors, certification and transitional curricular activities. Equipment for demonstration will be purchased and portable modular transportation labs will be constructed and brought to the participating secondary schools for onsite cutting edge training. KUSD will be the fiscal agent for the one-year grant.

The grant will allow enhancements to the transportation curriculum and instructor professional development to support strategy 4 by integrating core academic standards in project-based learning. The new national Automotive Service Excellence (ASE) curriculum at high school will support strategy 7 by engaging students in a high tech career path.

At its April 3, 2007 meeting, the Curriculum/Program Committee voted to forward the 2007-2008 Garrett A. Morgan Technology and Transportation Education Program Grant to the School Board for approval to submit and implement for the 2007-2008 school year. Administration recommends Board approval as noted above."

Consent-Approve item XIII-C – Career and Technical Education 2007-2008 Carl Perkins Vocational Education Act Grant submitted by Mr. Wright, Dr. Holcomb and Dr. Pierce, excerpts follow:

"We are requesting approval to apply and implement the 2007-2008 Carl Perkins Vocational Education Act Grant. Carl Perkins funding helps to develop more fully the academic, vocational, and technical skills of secondary students and post-secondary students who elect to enroll in vocational and technical education programs. No District resources would be committed as a result of receiving the grant.

The grant will allow changes to support strategy 4 by integrating core academic standards in project-based learning. The new Project Lead the Way curriculum at high school and the interactive modular labs at middle school will support strategy 7 by engaging students in a high tech interactive lab.

At its April 3, 2007 meeting, the Curriculum/Program Committee voted to forward the 2007-08 Carl Perkins Vocational Education Act Grant to the School Board for approval to submit and implement for the 2007-2008 school year. Administration recommends Board approval as noted above."

Consent-Approve item XIII-D – Donations to the District as presented in the agenda.

Consent-Approve item XIII-E – Recommendations Concerning Appointments, Leave of Absence, Retirements and Resignations as presented in the agenda.

Consent-Approve item XIII-F – Minutes of 3/24/07 and 3/27/07 Special Meetings and Executive Sessions, 3/13/07 and 4/307 Special Meetings, 4/3/07 Special Meeting of Electors and 3/27/07 Regular Meeting as presented in the agenda.

Consent-Approve item XIII-G – Summary of Receipts, Wire Transfers and Check Registers submitted by Mr. William L. Johnston, Director of Finance; Ms. Eileen Coss, Accounting Manager; and Dr. Pierce and excerpts follow:

"It is recommended that receipt numbers CR025174 thru CR025727 that total \$707,580.38 be approved.

Check numbers 389215 thru 391601 totaling \$10,696,047.79 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 March 1, (two deposits) March 15, and March 16, 2007 totaling \$2,570,013.00, to US Bank of Milwaukee dated March 15, and March 16, 2007 totaling \$521,949.40 and to the Wisconsin Retirement System dated March 30, 2007 totaling \$1,014,295.58 be approved."

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

Dr. Pierce presented the Proposed High School Schedules submitted by Mr. Jeffrey Marx, Director of Transportation; Mr. Hittman; Mr. Richard Aiello, Principal at Indian Trail Academy; Mr. Daniel Tenuta, Principal at Reuther High School; Mr. Ken Dopke, Assistant Principal at Tremper High School; Ms. Marsha Nelson, Assistant Principal at Bradford High School; Mr. Brian Shimon, Assistant Principal at Bradford; Ms. Savaglio-Jarvis, Assistant Principal at Tremper; Jean Schlais, Interim Principal at Bradford; Mr. Ed Kupka, Principal at Tremper; Ms. Barca and Mr. Miller, excerpts follow:

"Overcrowding continues to challenge the educational environment at the two comprehensive high schools based upon growth in the community. Strategy 3 of the District's Strategic Plan indicates we will develop and implement plans to address the overcrowding in our schools. Based upon specific results that directed investigations into options for common block schedule formats for the two comprehensive high schools, we propose expanding the schedule to start earlier and end later (block 0 and block 5).

The High School Principals and Assistant Principals will further investigate these options, including impacts to transportation and schedules for other schools."

Dr. Pierce presented the 2005 Referendum Weight Room Equipment Project submitted by Mr. Patrick Finnemore, Director of Facilities, and Dr. Pierce, excerpts follow:

"At the February 13, 2007, meeting of the Planning, Facilities, and Equipment Committee, the Committee recommended that a special committee be formed to make recommendations related to outfitting the new weight rooms at Bradford and Tremper High Schools. The Referendum Project Weight Room Equipment Committee comprised of coaches and physical education teachers of the two schools was formed and began meeting immediately.

The Committee researched the weight equipment market to determine the key manufacturers of equipment suitable for high school type use. They also physically inspected equipment from several manufacturers by visiting the manufacturers show rooms and at other school districts where the equipment was being used. Through this pre-qualification process, three manufacturers were selected to bid on the proposed project. An RFP was developed by the Committee with the help of the KUSD Facilities and Purchasing Departments and was put out to bid by the Purchasing Department. The bids were received on March 23, 2007. The Committee has evaluated the bids and as of the date this report was written had narrowed the field to two proposals.

The job cost summary report submitted monthly to the Planning, Facilities, and Equipment Committee contains the detail on the financials related to the 2005 referendum projects. Currently there is \$388,729 of referendum funds that are unspent and uncommitted. It is expected that this number will grow slightly as the projects all head towards completion in the next few months. Therefore, it is expected that there will be funds available to outfit the two new weight rooms and to return a portion of the referendum funds to the taxpayers.

This report was reviewed at the April 3, 2007 meeting of the Planning, Facilities and Equipment meeting and it was agreed that the Referendum Weight Room Equipment Committee would bring forward a recommendation to the full Board at their April 23, 2007 meeting.

The Referendum Weight Room Equipment Committee recommends Board approval of weight room equipment procurement for the Bradford and Tremper weight rooms using available funds from the 2005 Referendum Projects. The Committee will provide a more detailed recommendation to the Board prior to the April 23, 2007 meeting."

Mr. Ostman moved to approve the recommendation of weight room equipment procurement for Bradford and Tremper using available funds from the 2005 Referendum Projects. Mrs. P. Stevens seconded the motion. Unanimously approved.

Dr. Pierce presented the Student Use of Internet System – Policy, Rule and Administrative Regulation 6633 and Electronic Communication (Personnel) Policy and Rule 3535 submitted by Mr. Dan Honore, Director of Information Services; Ms. Suzanne Chernik, Instructional Media & Technology; Dr. Holcomb; Mrs. Barca; and Dr. Pierce, excerpts follow:

"Students and staff throughout the District have access to the District Internet System and use in accordance with the established standards and benchmarks. Policy, Rule and Administrative Regulation 6633, Student Use of Internet System and Electronic Communication (personnel) Policy and Rule 3535 has been reviewed and updated by the departments of Instructional Media & Technology and Information Services. These changes reflect the current capabilities and guidelines for both staff and students.

The Personnel and Policy Committee reviewed Policy, Rule and Administrative Regulation 6633, and Student Use of Internet System and Electronic Communication (personnel) Policy and Rule 3535 on April 3, 2007, and recommended it be brought to the full Board on April 23, 2007, for a first reading.

Administration recommends that the Board approve Policy, Rule and Administrative Regulation 6633, and Student Use of the Internet System and Policy and Rule 3535, Electronic Communication (personnel) for a first reading on April 23, 2007, and be brought back to the Board for a second reading on May 22, 2007."

Mrs. P. Stevens moved to approve Policy, Rule and Administrative Regulation 6633 and Policy and Rule 3535 as a first reading and that they be brought back to the Board for a second reading on May 22, 2007. Mr. Ostman seconded the motion. Motion carried. Mr. Englund dissenting.

Dr. Pierce presented the Policy 2000 Series submitted by Mrs. Barca and Dr. Pierce, excerpts follow:

"The Kenosha Unified School District mission defines the District as an educational system, which values our multi-cultural heritage. Our mission is to empower all students to reach their unique capabilities, contribute to our community, and compete in a global society by providing diverse and challenging opportunities to learn through the collaborative efforts of students, families, community and staff.

The Personnel and Policy Committee reviewed the Policy Series 2000 on April 3, 2007, and recommended it be brought to the full Board on April 23, 2007, for a first reading.

Administration recommends that the Board approve Policy Series 2000 for a first reading on April 23, 2007, and be brought back to the Board for a second reading on May 22, 2007."

Mr. Ostman moved to approve the Policy Series 2000 as a first reading, that it be forwarded back to the Personnel and Policy Committee and subsequently back to the Board for a second reading. Mrs. P. Stevens seconded the motion. Unanimously approved.

Dr. Pierce presented Rules of Order – Policy 8810 submitted by Mrs. Barca and Dr. Pierce, excerpts follow:

"Board members stated that the current three minutes response time to comments made at Board Meetings is not long enough to address several issues at once. They suggested that the current Policy 8810 – Rules of Order be changed to allow up to six minutes response time for Board members.

The Personnel and Policy Committee reviewed Policy 8810, Rules of Order on April 3, 2007, and recommended it be brought to the full Board on April 23, 2007, for a first reading, with the above-mentioned change.

Administration recommends that the Board approve Policy 8810, Rules of Order for a first reading on April 23, 2007, and be brought back to the Board for a second reading on May 22, 2007. "

Mrs. P. Stevens moved to approve Policy 8810 as a first reading and that it be brought back to the Board for a second reading on May 22, 2007. Mr. Hujik seconded the motion. Motion carried. Mr. Ostman dissenting.

Dr. Pierce presented the Enhancing Education Through Technology Grand (Ed Tech) submitted by Ms. Chernik, Dr. Holcomb and Dr. Pierce, excerpts follow:

"School Board approval is requested to submit and implement, if awarded, the Enhancing Education Through Technology Grant (Ed Tech). Enhancing Education Through Technology is a federal grant program designed to support the efforts of President Bush's federal initiative called No Child Left Behind (NCLB). Kenosha is joining with the school districts of Racine, Mequon and New Berlin to increase student achievement with 21st Century technology skills and to train teachers to design and implement lessons for students that integrate technology.

The senior high school Enhancing Education Through Technology grant will meet the strategic plan and goals of the District by "training teachers to use effective instructional strategies that promote higher order thinking and hands-on learning experiences for all students." The District's current, state-certified 2007-08 Information and Technology Plan goals are to "improve student achievement through the integration of technology into content areas" and "to provide teachers with the professional development needed to use and integrate technology effectively to improve student achievement.

Administration recommends School Board approval to submit and implement the Enhancing Education Through Technology 2007-08 grant."

Mr. Hujik moved to approve the request to submit and implement the Enhancing Education Through Technology 2007-08 Grant. Mrs. P. Stevens seconded the motion. Unanimously approved.

Dr. Pierce presented the Early Childhood Long Term Site Recommendations submitted by Mr. Sinclair and Dr. Pierce, excerpts follow:

"Currently, much work is being performed in determining the long-range plans of the early childhood program within the District. Since the new boundaries have been established, the early childhood programs will mirror the current structure for the 2007-08 school year. The exceptions are as follows: The portable classroom at Jefferson Elementary will be moved, thus transferring that EC unit to Jeffrey Elementary. Based on growth as laid out in the charts, a new EC unit will be placed at Nash Elementary. An additional EC unit has already been anticipated and planned for at the Brass school site as well. This will account for future growth in the 2008-09 school year.

The pre-school program site plan, Tactic Four, is currently working on building a collaborative system among preschool programs. Through their work and the work of the preschool site plan, many discussions are occurring to make a determination of the future of EC delivery system and where that will best take place. An EC task force team will be assembled to lead this charge. There will be EC teachers from various levels, support staff, program support, and administration that will serve on this team.

A varied approach to servicing our students is the best result. However, we have been given a directive to make determinations for future programming by examining four geographical areas throughout the community partnering with existing day cares and community partners, or going to a regional site and having the capacity to create a center based approached, similar to Cesar Chavez Learning Station, and sharing resources similar to the current EBSOLA model.

It is recommended that the Board receive and file this report and allow the Task Force to bring recommendations back to the Board in February of 2008 prior to the 2008-09 school year. Changes to this delivery system will have to be phased in over a three to five year timeline. Currently, we have received information from other districts that are participating in the community center approach and are examining contract language. Prior to a RFP being distributed, a cost benefit analysis needs to be performed to determine the most feasible and economical way to proceed that benefits the District and students."

Mrs. P. Stevens moved to receive and file the Early Childhood Long Term Site Recommendations and allow the Task Force to bring recommendations back to the Board in February of 2008. Mr. Hujik seconded the motion. Unanimously approved.

Meeting adjourned at 8:50 P.M.

EXECUTIVE SESSION OF THE KENOSHA SCHOOL BOARD HELD APRIL 28, 2007

An executive session of the Kenosha Unified School Board was called to order at 12:05 P.M. on Saturday, April 28, 2007, in the Small Board Room at the Educational Support Center for the purpose of discussing collective bargaining deliberations.

The following Board members were present: Mr. Englund, Mrs. P. Stevens, Mrs. R. Stevens, Mr. Olson, Mr. Ostman and Mr. Fountain. Mr. Hujik arrived later. Mr. Johnston was also present.

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

Roll call vote. Ayes: Mr. Englund, Mrs. P. Stephens, Mrs. R. Stephens, Mr. Olson, Mr. Ostman, and Mr. Fountain. Noes: None. Unanimously approved.

Collective Bargaining Deliberations

Mr. Hujik arrived at 12:20 P.M.

Mr. Johnston provided Board members with an update on collective bargaining and discussion followed.

Meeting adjourned at 1:03 P.M.

EXECUTIVE SESSION OF THE KENOSHA SCHOOL BOARD HELD MAY 5, 2007

An executive session of the Kenosha Unified School Board was called to order at 8:00 A.M. on Saturday, May 5, 2007, in the Small Board Room at the Educational Support Center for the purpose of discussing Personnel: Problems; Personnel: Evaluation Consideration and Collective Bargaining Deliberations.

The following Board members were present: Mr. Englund, Mrs. R. Stevens, Mr. Hujik, Mr. Olson and Mrs. P. Stevens. Mr. Ostman and Mr. Fountain arrived later. Dr. Pierce was also present.

Mr. Olson moved that this executive session be held. Mr. Englund seconded the motion.

Roll call vote. Ayes: Mr. Englund, Mrs. R. Stevens, Mr. Hujik, Mr. Olson and Mrs. P. Stevens. Noes: None. Unanimously approved.

Mr. Ostman arrived at 8:04 A.M.

Mr. Fountain arrived at 8:06 A.M.

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

Mr. Johnston provided Board members with an update on collective bargaining and a discussion followed.

Mr. Johnston and Dr. Pierce were excused at 9:30 A.M.

2. <u>Personnel: Problems and Evaluation Consideration</u>

Board members reviewed and discussed the evaluation of the Superintendent.

Meeting adjourned at 10:39 A.M.

These minutes were produced from notes provided by Mr. Fountain.

SPECIAL MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD MAY 8, 2007

A special meeting of the Kenosha Unified School Board was held on Tuesday, May 8, 2007, in the Board Meeting Room at the Educational Support Center. The purpose of this meeting was for discussion/action of Administrative Appointments for Charter Schools; discussion/action of School Board Policy 5431 – Student Dress Code and discussion on the Communications Audit Report.

The meeting was called to order at 8:07 P.M. with the following members present: Mr. Englund, Mrs. R. Stevens, Mr. Hujik, Mr. Olson, and Mrs. P. Stevens. Mr. Ostman arrived later. Mr. Fountain was excused. Dr. Pierce was also present.

Mrs. P. Stevens, Vice 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.

Dr. Pierce presented the Administrative and Supervisory appointments.

Mr. Olson moved to appoint Angela Andersson as Principal of the Kenosha School of Technology Enhanced Curriculum effective July 1, 2007. Mr. Hujik seconded the motion. Unanimously approved.

Mr. Hujik moved to appoint William Hitchcock as Principal of Harborside Academy effective July 1, 2007. Mr. Englund seconded the motion. Unanimously approved.

Dr. Pierce presented School Board Policy 5431 – Student Dress Code as presented in the agenda.

Mr. Hujik moved to approve School Board Policy 5431 – Student Dress Code as a first reading. Mrs. R. Stevens seconded the motion. Motion carried. Mr. Ostman and Mr. Olson dissenting.

Ms. Demos, Ms. Sabo, Mr. Edwards, Ms. Schlais, Mr. Staples and Dr. Schultze presented a power point presentation on the Communication audit which included an overview, findings, recommendations and the next appropriate steps to be taken with regards to the audit.

Board members made their responses and/or comments and thanked the presenters for their work on the Communication Audit.

Meeting adjourned at 9:32 P.M.

SPECIAL MEETING OF THE KENOSHA UNIFIED SCHOOL BOARD HELD MAY 10, 2007

A special meeting of the Kenosha Unified School Board was held on Thursday, May 10, 2007, in Room 190B at the Educational Support Center. The purpose of this meeting was for discussion of Roles/Responsibilities of Independent Expulsion Hearing Officers and Clarification Regarding Individual Hearing Officer Recommendations.

The meeting was called to order at 6:10 P.M. with the following members present: Mr. Englund, Mrs. R. Stevens, Mr. Olson, and Mrs. P. Stevens. Mr. Ostman arrived later. Mr. Hujik and Mr. Fountain were excused.

Mrs. P. Stevens, Vice 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.

Mr. Berthelsen introduced the District's expulsion hearing officers and gave Board members an overview of the expulsion process.

Mr. Ostman arrived at 6:11 P.M.

A discussion took place among Board members and District expulsion hearing officers regarding individual hearing officer's recommendations to the Board and the Board's extension of those recommendations.

Meeting adjourned at 8:15 P.M.

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Kenosha Unified School District No. 1 Kenosha, Wisconsin Summary of Receipts, Wire Transfers, and Check Registers May 22, 2007

| | From | То | Date | | Amount |
|--|---------------------|-------------|-------------------------|--------------|--------------|
| Receipts: | | | | | |
| Total Receipts | CR025728 | CR026331 | 3/14/07 - 4/17/07 | \$ | 728,433.41 |
| Wire Transfers from Johnson B | Bank to: | | | | |
| First Natl Bank of Chicago/NationsBank | K (for federal payr | roll taxes) | April 2, 2007 | | 114,532.03 |
| First Natl Bank of Chicago/NationsBank | K (for federal payr | roll taxes) | April 12, 2007 | 1,319,894.79 | |
| First Natl Bank of Chicago/NationsBank | K (for federal payr | roll taxes) | April 26, 2007 | | 1,127,936.16 |
| US Bank of Milwaukee | (for state payrol | l taxes) | April 16, 2007 264,327. | | |
| US Bank of Milwaukee | (for state payrol | taxes) | April 30, 2007 | | 265,208.52 |
| Wisconsin Retirement System | | | April 30, 2007 | | 1,021,719.22 |
| Total Outgoing Wire Transfers | | | | \$ 4 | 4,113,618.64 |
| | | | | | |
| Check Registers: | | | | | |
| General | 391602 | 391797 | April 5, 2007 | | 339,164.70 |
| General | 391798 | 392315 | April 13, 2007 | | 1,429,505.87 |
| General | 392316 | 392324 | April 17, 2007 | | 3,117,617.61 |
| General | 392325 | 392550 | April 20, 2007 | | 1,448,800.13 |
| General | 392551 | 392563 | April 23, 2007 | | 64,810.38 |
| General | 392564 | 393214 | April 27, 2007 | 2 | 2,631,241.51 |
| General | 393215 | 393220 | April 30, 2007 | | 2,125.22 |
| Total Check Registers | | | | \$ 9 | 9,033,265.42 |
Administrative Recommendation

It is recommended that receipt numbers CR025728 thru CR026331 that total \$728,433.41 be approved.

Check numbers 391602 thru 393220 totaling \$9,033,265.42 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 April 2, April 12, and April 26, 2007 totaling \$2,562,362.98, to US Bank of Milwaukee dated April 16, and April 30, 2007 totaling \$529,536.44 and to the Wisconsin Retirement System dated April 30, 2007 totaling \$1,021,719.22 be approved.

R. Scott Pierce, Ed. D. Superintendent of Schools William L. Johnston, CPA Director of Finance

Eileen Coss Accounting Manager

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

May 22, 2007

Brompton School Charter and Lease

On May 13, 1997, the initial Brompton School proposal was presented to the Board of Education. At that time, the Board approved a three-year charter contract with the Brompton School. On May 23, 2000, the School Board approved a two-year renewal charter contract with the Brompton School. The two-year contract matched the time frame of the Brompton lease with Saint Elizabeth Parish. On February 26, 2002, the School Board approved a five-year charter contract renewal with the Brompton School and approval of a five-year lease with Baptist Tabernacle to house the Brompton program.

At this time, the Brompton School seeks a five-year charter renewal and approval of a five-year lease with Baptist Tabernacle. At its May 8, 2007 meeting, the Curriculum/Program Standing Committee voted to forward a recommendation for renewal of the charter and lease to the full Board for review and approval.

Administrative Recommendation:

Administration recommends that the School Board approve the Brompton School Charter and Lease for a five year period through June 2012.

R. Scott Pierce Superintendent of Schools

Louise Mattioli Professional Development, Director

Patricia Jones Brompton School, Director

The Brompton School Charter Agreement Between The Board of Education for the Kenosha Unified School District No. 1 And The Brompton School

This agreement is made as of the 22nd day of May, 2007 by and between the Board of Education for the Kenosha Unified School District No. 1 ("Board") and the Brompton School ("Brompton").

Terms of the Contract

The term of the Brompton School Charter Contract shall be a period of five (5) years commencing on the first (1st) day of July, 2007.

1. Person Seeking Renewal of the Charter

Petition for charter renewal is made by Patricia A. Jones and the Advisory Committee of the Brompton School.

2. Person in Charge and Administrative Services

Patricia Jones will be in charge of The Brompton School. She will serve as Director/Principal of the school. She will seek counsel from the Advisory Committee to ensure that the educational goals of the school are met. Mrs. Jones will be responsible to the KUSD Board for meeting the terms of the Charter contract and for financial accountability. Mrs. Jones will manage the building. She will oversee and evaluate the educational program, instruction and staff development, interview, hire and evaluate all Brompton staff and oversee the administration of standardized student assessments. She will handle student discipline, oversee secretarial/clerical procedures including attendance, health records and correspondence.

3. Educational Program

The Brompton School serves students in Kindergarten through grade five. The Brompton School offers a challenging, academically focused curriculum. The Brompton School program is based on the belief that a solid foundation in basic skills and content knowledge is the cornerstone of academic success, that reading is the key to educational achievement, that education should be a sequential process which builds upon previous knowledge and that structured learning experiences and development of study skills are essential.

Philosophy

It is the philosophy of The Brompton School that small class size, a challenging basic skills program, high expectations for student achievement and a high degree of parental involvement are essential components for student success. We believe success earned through hard work will develop self worth, confidence, and ensure future achievement; the success children achieve through their own efforts cultivates a desire to achieve greater success. We believe students learn best when they are challenged to set high goals, are prepared to work hard to achieve their goals and experience success in attaining them. For a positive learning experience, teachers must provide a structure and sequence of instruction that builds step by step. When these needs are met, students gain confidence and are motivated to accept the challenges of increasingly demanding goals.

Program Overview

Kindergarten

The full-day Kindergarten offers an age appropriate academically focused program. The reading / language arts program employs phonics based systemic instruction and practice in decoding letter-sound correspondence. Other subjects in the Kindergarten curriculum include math, science, social studies, classic literature, art, music, physical education, and Spanish.

Primary Grades

The Primary grade instruction focuses on development of reading skills. Considerable time is spent on reading instruction. The reading program utilizes intensive phonics instruction, classical literature and use of basal readers. The math curriculum emphasizes knowledge and application of facts and operations and utilizes a systemic approach to the procedures and concepts of math through consistent instruction and practice. The primary curriculum also includes science, social studies, English, writing, art, music, physical education and Spanish.

Intermediate Grades

At the intermediate level the primary focus switches from the learning to read emphasis of the primary grades to a reading to learn emphasis. Students in grade three through five are expected to become independent, responsible learners who practice and apply grade level skills. The intermediate curriculum includes science, math, social studies, writing, English, classic literature, reading, art, music, physical education and Spanish.

4. Methods of Attaining Educational Goals

Brompton will attain its educational goals through

- Use of curriculum materials and teaching strategies that support its philosophy
- Involving parents in all aspects of their child's educational experience at Brompton.
- Employing qualified staff that believe and support the Brompton philosophy.
- Maintaining small class and school size that allows for effective instruction and learning experiences while providing opportunity for individual student attention as needed.
- Maintaining high expectations for student academic progress and behavior
- Exercising some flexibility in scheduling the school day.

Curriculum Materials

We offer a rigorous and fast-paced academically focused curriculum that challenges our students and encourages them to put forth their best effort.

Curriculum materials which reflect the philosophy of the school are chosen by the Principal and staff to support the mission and academic program of the Brompton School. Though in a reordered sequence, the curriculum used at Brompton covers the District standards and benchmarks. Current curriculum materials include:

Reading

Strong emphasis is placed on phonics based reading instruction, integration of reading instruction across the curriculum and strong use of literature with the intent to develop confident readers who will become confident students in other subjects. The reading

program provides phonics instruction through use of the Saxon Program. Our Classic Literature provides a broad range of literature chosen for its depth, imagination and example. The McGraw Hill basal readers are the third component of our reading curriculum.

English

Grammar usage and writing skills are emphasized in the English curriculum component. The McGraw-Hill Language Arts program is used at all grade levels. The "Let's Write" program is used in grade one and two to help our students develop strong writing skills. *Math*

We use a solid sequential presentation of math through the Saxon Math program. The program is built upon a systemic approach to the procedures and concepts of math, uses manipulatives when appropriate while requiring knowledge and application of facts. *Spanish*

We believe that instruction in a second language should take place at an early age. The benefits of learning a language other than one's native language are immeasurable. Spanish is taught to all students, Kindergarten through grade five. The Spanish program at Brompton was developed as an age appropriate, progressive program that incorporates curriculum content at all grade levels.

Art

Our Art program focuses on the four core art disciplines: aesthetic, history, criticism, and making. Study of great works of art, integration of art within the curriculum and age appropriate art activities enable teachers to provide a meaningful art education experience. We use the Connections in Art program in grade one through five. *Science*

The McGraw- Hill Science program has been adopted for use in Kindergarten through grade five. This science program easily adapts to our direct instructional methods and provides hands-on learning experiences for our students.

Social Studies

Our Social Studies program incorporates a strong geography and history emphasis with study of government, citizenship and cultures. We use McGraw-Hill Social studies, Weekly Reader Map Skills and National Geographic Eyewitness in all grades. *Handwriting*

Formal handwriting instruction takes place in all grades. We use the Zaner-Bloser modified program.

Computer

Technology instruction in our computer lab and in the classroom helps insure that our students are able to compete in an expanding technological world. Internet access is available in the lab and each classroom. We currently use the SRA computer curriculum for basic computer skill instruction and Paws in Typing Town for keyboarding instruction at every grade level. Technology is used at all grade levels to supplement curriculum and to reinforce study and research skills.

Music

Students in Kindergarten through grade five receive instruction from our Music Teacher during two 40-minute classes each week. Choir is offered to students in grades 3-5. Group band /instrument instruction is offered after school as on optional program for students in grades 4 and 5.

Physical Education

Our students enjoy physical education classes in the school gym. All students receive 45 minutes of physical education and 30 min of Health instruction weekly from their P.E. teacher.

Character Education

Infused in the curriculum and in the expectations for student behavior, character education is delivered school-wide through use of a school-wide yearly theme. The theme is identified by the Principal and staff who select instructional materials and activities that help them develop and nurture character education in an age-appropriate manner.

Instructional Methods

Instructional methods based on a sequential approach to instruction and student learning are used at The Brompton School. The Saxon math and phonics programs use scripted direct instruction. Instruction in other curriculum areas, though not scripted, follows a sequentially structured model. This approach provides a structure to instruction and learning that compliments our belief that students must develop a base upon which to build future learning and helps students learn how to learn as it builds upon specific skills. Through this approach our students are able to master increasingly complex material, building confidence along with ability.

Parental Involvement

Parental involvement in the educational process is an important component to student success. For the benefit of our students we believe a mutually supportive parent-teacher relationship must be maintained. A close parent-teacher partnership is nurtured at Brompton through frequent parent-teacher communication and involvement. Brompton parents are active in monitoring their child's academic progress, invited to volunteer as teacher helpers and tutors, provide classroom activities that support the curriculum and monthly school-wide family social activities. Our parent organization (BCP) is a strong, active, vital part of the school community that fulfills its mission to "… Support educational opportunities, nurture social experiences for students and to foster a sense of community spirit and pride among students, parents and staff of the Brompton School." Parent involvement in all aspects of the school adds a sense of community to the student's educational experience.

5. Methods of Measuring Student Progress

Brompton students will participate in the statewide assessment program, Wisconsin Knowledge and Concept Examination, as do all students of the District. Using the same standardized norm referenced tests that are used throughout the District will assist the Board in assessing the academic progress of Brompton students.

Student progress toward learning goals will be measured through use of both the state standardized test and through local measures. To provide local measures, teachers closely monitor student progress through written and oral quizzes on a regular basis. Brompton students are assessed informally on a daily basis and regularly take curriculum content-based tests. Due to school specific curriculum content/materials and their order of presentation, Brompton does not administer all District Common Assessments.

Students receive Report Cards at the end of each academic quarter and receive a Midterm report at the middle point of each quarter. The report card, developed by Brompton Principal and staff to reflect curriculum content, provides parents with information on student progress. Following Board policy, students in Kindergarten through grade two will not receive letter grades. Students in grades three through five will receive letter grades. The District grading scale will be followed.

Students are expected to successfully complete grade level work and to demonstrate that successful completion through formal and informal assessment as a condition of promotion.

Academic performance standards generated by the KUSD department of Educational Accountability have been developed for Brompton as they have for all KUSD schools.

6. Governance Structure / Methods to Insure Parental Involvement

Brompton is an instrumentality of the Kenosha Unified School District and, as such, will be governed in accordance with the established policies and procedures of the District, unless stipulated differently in other provisions in this contract or provided by law.

The Director is responsible to the Board for the terms of this contract. The Director will meet regularly with the Brompton School Advisory Committee to insure that the school remains compliant with the terms of this contract and the philosophy of the school. The Advisory committee will be comprised of five members; the Director along with parents, staff or community members who are appointed by current committee members. Members of the committee serve one-year terms and are eligible for reappointment.

Parental involvement is encouraged on many levels; involvement in the daily academic progress of their child, working in partnership with teachers and school staff, volunteer involvement and support in the classroom and in school-wide activities and programs, participation in the parent organization and membership on its board and as a member of the Advisory Committee. Positive parental support of a child's school has a strong impact upon student achievement. For the benefit of the students, a positive and mutually supportive relationship will be maintained. Enrollment at Brompton is completely voluntary. Parents who choose to send their children to the school are expected to support its educational philosophy.

7. Qualifications for Individuals to be employed in the School

All Brompton staff members will meet the requirements for Charter School Personnel established by the State of Wisconsin and by District policy. All Brompton staff will be employees of the District and interviewed and recommended for hire by the Director following the established hiring guidelines of the District and are entitled to all of the rights and benefits of other similar employees of KUSD following already established salary schedules and benefit programs. As a condition for working at Brompton, Staff must share the philosophy of the school and work toward fulfilling its goals. Appendix A contains the teacher job description used for hiring. Any teacher wishing to transfer to Brompton must agree to the philosophy and expectations as outlined in the job description. The Director must agree that the teacher can and will meet the expectations.

8. Pupil Health and Safety

All local and state health and safety regulations will be followed including, but not limited to fire drills and tornado safety practice. OSHA safety procedures will be in place.

9. Equity of Opportunity

In an effort to reach all parents of our community's diverse population, information regarding enrollment will be widely disseminated throughout the community using local media, community agencies, KUSD informational outlets, our web site and through an annual school open house.

Enrollment is open to all students in the Kenosha Unified School District in grades Kindergarten through grade five. No student will be denied admission to Brompton based on race, gender, national origin, ancestry, pregnancy or parental status, sexual orientation, religion, physical, mental, emotional or learning disability. However, a full continuum of special education services will not be provided. The availability of certain special education services will be determined by the support provided by the district.

The Brompton School is nonsectarian in its programs, admission policies, employment practices and all operations.

10. Admission Requirements

Parents must apply for admission to The Brompton School. Application requires completion of the current KUSD Enrollment form, Brompton Informational form, Kindergarten informational form if applicable, Parent Contract, Uniform Policy agreement form for students in grades one to five, Immunization Card, Emergency Information form, Certificate of age form, birth certificate, proof of Kenosha residency, Permission to retain records form and release of records request if applicable. Students must meet age and residency requirements as established by law.

Enrollment is open to all students of the District with the expectation that the parents/guardians who choose Brompton agree with the philosophy of the school. Parents are encouraged to consider the expectations of Brompton for academic commitment when choosing the school. The academic demands of the curriculum require completion of homework on a daily basis.

Admission will be on a first come, first served basis, or by lottery if more students apply during the enrollment period than can be accepted. Siblings of currently enrolled students and children of staff will be admitted prior to open registration. No enrollment preferences will be made for siblings of students who attended the school in the past. A waiting list will be maintained for students who cannot be accommodated. The list will be maintained through the end of the first quarter; the waiting list will not be carried over to the next year. Since Brompton is a choice for parents, non-compliance with the contract, district policies and code of conduct will serve as consideration for transfer from Brompton

11. Financial and Program Audits

Tuition

The Brompton School will not charge tuition. Fees collected will be the type and amount charged to similarly situated students in other District schools following the District Student Fee Schedule. Brompton will collect and expend such fees at the building level to help defray costs for instructional materials.

Budget

The cost of all salaries, benefits, rents, utilities, supplies, equipment and similar items shall be detailed and included in the approved budget of Brompton School. Brompton budgeting practices will adhere to District and State requirements for budget preparation and administration.

Financial Records

All operational and personnel funds will flow through the District. Brompton will follow the same financial policies and practices required by the District for all other District schools. A record of all transactions will, therefore, be available as financial records of the District. Financial records, including an activity account, will be maintained at the Brompton School and will be available for review. All of the financial and programmatic operations of Brompton will be available for review by District staff or any outside auditor employed by the District.

Payment by KUSD

For each student enrolled at Brompton on the official third Friday in September membership count day, KUSD will credit Brompton with eighty (80%) of the per member cost ("Direct Cost Budget") determined by the State for the applicable school year. The remaining twenty percent (20%) of the per member cost shall be retained by KUSD for administrative and other services furnished to Brompton. KUSD will pay and offset against the Direct Cost Budget, all teacher and staff salaries and benefits, rent, equipment and supplies and other direct expenses of Brompton. Expenses other than salaries, benefits and rent shall be paid upon written request to KUSD by Brompton. Any funds raised by Brompton from outside sources shall be delivered to and maintained by KUSD in an account subject to the sole discretion of Brompton School ("Discretionary Account") following established District policy. Unspent allocated and discretionary funds can be carried over from one year to the next. The annual amount of the Direct Cost Budget shall be allocated by KUSD for Brompton use as follows:

Twenty-five (25) percent on the first day of July preceding the school year Fifty (50) percent on the first day of October during the school year.

Twenty-five (25) percent on the first day of January during the school year.

Offsets

KUSD may offset part or all of the amount in the Discretionary accounts against any amounts by which Brompton exceeds the Direct Cost Budget in any one school year for which KUSD is liable. Notwithstanding the forgoing, Brompton is not authorized to expend or otherwise obligate the District for any amounts in excess of the Direct Cost Budget plus any money in the Discretionary Accounts.

Purchasing

Supplies and equipment shall be requisitioned and purchased following standard financial procedures and District policy. This would include the periodic audit of the school capital assets in conformance with District policy.

Student Records

Student records will be maintained at Brompton and available for review as permitted by Board policy and law. Copies of all standardized testing results are maintained and available through the District.

Transportation

Transportation is the responsibility of the parent / guardian of the student.

KUSD Services

As part of the District's twenty percent (20%) portion of the per member cost, KUSD will provide agreed upon services in addition to purchasing and other services described in this contract. These may include, at the District's discretion, services such as inclusion in district-wide textbook and software adoption, professional development, federal and district breakfast/lunch program, facilities services, maintenance and repairs, instructional consultation and inclusion in applicable federal or state programs.

12. Student Discipline

All students have a right to receive instruction in a safe and orderly environment. The district code of conduct will be followed. School rules and procedures have been developed that reflect the school's high expectations for behavior. Brompton discipline practice is based on the premise that self-discipline rather than external control is the aim of true discipline. A climate of respect and understanding does much to promote discipline. Brompton will strive to maintain such a climate during discipline procedures. Discipline is handled first by the teacher or supervisor. If a child's behavior does not change because of those interventions, the Director will meet with the teacher and/or child. The parent/guardian will be notified by the teacher/supervisor of discipline problems in cooperation with the student and family.

13. Public School Alternatives

No student will be required to attend Brompton. Students who do not apply or are not admitted will attend their attendance area school in the District.

14. School Facilities

Description of the School

The Brompton School shall be located at 7951-36 Avenue, Kenosha, Wisconsin 53142 in the Baptist Tabernacle Building. The school leases space for 8 classrooms, computer lab, school library, administrative offices, cafeteria, gym, teacher lounge, permanent storage areas, and occasional use of other building areas.

Liability Insurance

Liability insurance for Brompton is provided by the District and is the same as that provided for all District school.

15. District Liability

The school will adhere to applicable Federal, State and local laws and to the Board's insurance and risk management requirements. The KUSD code of Ethics will be followed.

16. Termination of Contract

This contract may be terminated by the Board upon happening of any of the following circumstances:

Mutual Agreement

Both parties agree in writing to termination.

Contract Violation

The Board has determined that Brompton has violated its contract.

Education Goals

The Board has determined that the students enrolled in Brompton School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. 118.10. If an extension of time to attain such goals is requested in writing, such a request shall include a written plan, acceptable to the District, setting out the additional steps Brompton will take to attain such educational goals within a reasonable time. The determination of the board as to the acceptability of Brompton's written plan for attaining its educational goals shall be final. If the Board accepts such written or modified plan, Brompton shall be allowed reasonable time in which to correct such progress deficiencies.

Fiscal Management

The Board determines that Brompton School has failed to comply with generally accepted standards of fiscal management and Board policy.

Violation of Wis. Stat. 118.40

The Board determines that Brompton School has otherwise violated Wis. Stat. 118.40 (Charter School Law).

Insolvency

The Board determines that Brompton revenues are insufficient to pay its expenses as they come due.

In the event of termination of this contract, the Board will recover all funds advanced to Brompton under this contract to which Brompton School is not titled. The decision of the Board is final.

17. Notice

Whenever under this contract notice must or may be given to the other party, or whenever information may or must be provided to the other party, the party who may or must give notice or provide information shall fulfill any such responsibility under this contract if notice is given or information is provided to:

To: The Board

To: The Brompton School

| Superintendent of Schools | |
|---------------------------------|-----|
| Kenosha Unified School District | Th |
| $3600 52^{nd}$ St. | 795 |
| Kenosha, WI 53144 | Ke |
| Telephone: 262 653-6320 | Te |
| Facsimile: 262 653-7672 | Fac |

Principal The Brompton School 7951 36th Avenue. Kenosha, WI 5312 Telephone: 262 942-2191 Facsimile: 262-942-2194

In Witness Whereof, the parties have caused this contract to be executed by their duly authorized representatives as of the date first above written.

| The Board of Education for | The Brompton School |
|----------------------------|---------------------|
| The Kenosha Unified School | |
| District No. 1 | |
| | |

By: _____ By: _____

LEASE

between

THE BAPTIST TABERNACLE

and

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

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BROMPTON SCHOOL LEASE

THIS LEASE made and entered into as of this 22nd day of May, 2007, by and between **THE BAPTIST TABERNACLE**, a religious corporation, of Kenosha, Wisconsin, hereinafter referred to as "Landlord" and **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1** of the City of Kenosha, Village of Pleasant Prairie and Town of Somers, hereinafter referred to as "Tenant,"

WITNESSETH:

Landlord, for and inconsideration of the covenants and agreements hereinafter set forth to be completed and performed by the Tenant, demises and leases unto the Tenant, and the Tenant does hereby hire and rent from the Landlord the demised premises hereinafter described for the period, at the rental and upon the terms and conditions hereinafter specifically set forth.

ARTICLE I. DESCRIPTION OF DEMISED PREMISES.

Landlord leases to Tenant the following portions of Landlord's church and Christian Activities Center located 7951 - 36th Avenue, Kenosha, Wisconsin.

- A. The following rooms in the Christian Activities Center building, namely the two center classrooms, the lounge, kitchen, gym, restrooms, and lobby/cost entrance area.
- B. The following rooms in the lower level of the Church/Christian education wing: rooms 2, 4, 6, 7 and 8; the restrooms, the Sparks room, kitchen and kitchen storage area and fireside room.

- C. The following rooms in the upper level of the Church/Christian education wing: rooms 17, 18, choir rooms and restrooms.
- That attached hereto for reference marked Exhibit A is a sketch of the demised premises including the areas designated for the exclusive use of Tenant and those which will be shared by the parties in the manner hereinafter set forth in this agreement. In those areas designated as shared areas, it is understood that Landlord will have the right to use demised premises when not being used by Tenant. The parties agree that if at anytime either party requires the rearranging of furniture, etc., in a shared area for an activity, either party will restore shared area to its former condition prior to the beginning of the next day of use by the accommodating party.

Further, any use by Tenant outside of normal school hours must be

scheduled in advance and approved by Landlord.

ARTICLE II. TERMS OF LEASE

The term of this Lease is five (5) years and shall commence on July 1, 2007 and end on June 30, 2012.

ARTICLE III. RENTAL

The annual rental of the demised premises shall be \$50,000.00. Rent shall be payable in ten (10) equal monthly installments of \$5,000.00 with the first payment due on

September 1st of each year, and a payment shall be due thereafter on the first of each succeeding nine months.

The rent, as set forth above, shall be for the building use. Tenant shall pay additional rent to Landlord for the months of July and August of each Lease year should Tenant elect to use the demised premises for classroom instruction or student activities prior to the week before Labor Day (but not for storage, administrative purposes or classroom setup). Rent for the months of July and August in each Lease year shall be equal to the monthly installments of \$5,000.00 for each month of use.

ARTICLE IV. OBLIGATIONS OF THE LANDLORD

- A. *UTILITIES:* Landlord shall be liable for the payment of all utility bills covering the heating, electrical, water and sewer service in the building. Landlord shall, during the heating season, heat the classrooms and common areas of the building to such temperatures as are customary in Kenosha, Wisconsin. However, at no time during the heating season shall Landlord allow the area temperature to fall below 68 degrees or be required to keep the area temperature above 72 degrees during occupancy as specified in Article I.
- B. *MAINTENANCE AND REPAIR:* Tenant shall keep the demised premises in good order and condition (except for ordinary wear and tear) and shall make all repairs necessitated by its occupancy. Routine regular janitorial service shall be provided by the Tenant in all areas used by Tenant. Any maintenance or replacement required for the roof, exterior walls, windows, boiler, heating and

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ventilating system, plumbing system, electrical system, and all structural and mechanical components shall be the responsibility of the Landlord.

- C *REMOVAL OF SNOW:* Tenant at its expense shall keep the parking lot reasonably free and clear of ice and snow Monday through Friday on the days school is in session. Landlord at its expense shall keep the parking lot reasonably free and clear of ice and snow on Saturday and Sunday.
- D. *STRUCTURAL CHANGES:* All structural changes must have Landlord's written approval prior to Tenant initiating any such modifications.

ARTICLE V. OBLIGATIONS OF TENANT

- A. *PA YMENT OF RENTALS:* Tenants shall pay all rent due on the first of each month, and shall pay at a place designated by Landlord.
- B. USE OF PREMISES: Tenant's use of the demised premises will be for education of the Tenant's students and associated programs. Tenant's right to occasional use of the gymnasium, and kitchen, and occasional night time use of other areas will be limited by the reasonable use of said areas by Landlord; and Tenant agrees to cooperate in the scheduling of these areas.

ARTICLE VI. INSURANCE

A. *PUBLIC LIABILITY INSURANCE:* Tenant shall maintain public liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence for the duration in which Tenant rents or uses Landlord's property. It is further agreed that if and only if Tenant fails to fulfill the insurance

requirements contained herein, Tenant agrees to protect, indemnify, defend and hold harmless the Landlord against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by Tenant or its employees, agents, members or officers.

- B. *FIRE DAMAGE INSURANCE:* Tenant shall maintain fire damage insurance (fire legal liability) in the minimum amount of fifty thousand (\$50,000.00) dollars, for the term of this Lease on all its property located on the demised premises.
- C. *WORKER'S COMPENSATIONINSURANCE:* Tenant shall maintain worker's compensation insurance as required by law.
- D. ADDITIONAL INSURED: Tenant will name the Landlord as an additional insured on its public liability insurance policy for the duration of Tenant's renting or using Landlord's property for claims arising out of Tenant's operation or made by Tenant's employees, agents, students, guests, customers or invitees. Tenant must verify that its insurance policy is primary in the event of a covered claim or cause of action against Landlord. Tenant will provide proof to Landlord that the insurance requirements have been met as outlined in this contract. If and only if Tenant fails to fulfill the insurance requirements contained herein, then Tenant agrees to defend, hold harmless and indemnify the Landlord against and from any claim or cause of action arising out of Tenant's operations or any claim or cause of action which is brought against Landlord by Tenant, its employees, agents, student, guest, customers and/or invitees which is alleged again the Landlord,

whether or not such claim or cause of action arose from the negligence of Tenant or the negligence of Landlord, its employees or volunteers.

E. LANDLORD'S INSURANCE.

- Landlord shall procure and maintain at its expense insurance upon the demised premises, and the building of which they are a part, against fire and other hazards as are standard in all "all risk" policy of property insurance protecting against all risk of physical loss or damage, in amounts not less than the actual cash value of the same with aggregate deductibles of no more than one thousand dollars (\$1,000.00) per claim.
- Landlord shall procure and maintain at its expense a comprehensive general public liability insurance policy with per claim limits of at least one million dollars (\$1,000,000.00).
- 3. Landlord shall, within ten (10) days of execution of this lease, furnish to Tenant certificates evidencing that all insurance coverage required above is in effect and may not be cancelled without at least ten (10) days prior written notice to Tenant.

ARTICLE VII. ASSIGNMENT AND SUBLETTING

Tenant may not mortgage, pledge, or otherwise encumber its interest in this Lease or in any sublease of the demised premises, nor may Tenant assign this Lease or sublet the demised premises to any person without the consent of the Landlord. Landlord may assign its rights and interest hereunder.

ARTICLE VIII. SURRENDER OF POSSESSION OF TERMINATION OF LEASE

Tenant, upon termination of this Lease in any manner, will surrender to Landlord possession of the demised premises and its contents in good condition and repair, ordinary wear and tear excepted.

ARTICLE IX. NON WAIVER

No delay of failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

ARTICLE X. INSPECTION BY THE LANDLORD

Landlord may at any and all reasonable times enter premises leased to Tenant for

inspection purposes. Notice must be given prior to entry to the administrative office area.

ARTICLE XI. NO WAIVER OF SUBROGATION

Landlord and Tenant do not waive any rights of recovery against the other for damages that are covered by the other's property insurance coverage.

ARTICLE XII. SPECIAL CONDITIONS

A. GOVERNMENTAL ORDERS CONCERNING USE OF THE PROPERTY: Tenant

shall have the right to immediately terminate this Lease and not be liable for any

further rental if, because of the actions of state or local authorities, the building may not be used for its expected use as THE BROMPTON SCHOOL FACILITY.

- B. LANDLORD'S LIMITED LIABILITY: Landlord shall not be liable for any damages to any property at any time stored or kept on the premises or building from water, rain or snow which may leak from any part of said building, unless previous written notice shall have been given by Tenant to Landlord of the necessity for repairs, and Landlord has unreasonably delayed making repairs. Tenant understands Landlord will be making use of the building, classrooms excluded at times when Tenant is not using the premises. Landlord will make every effort to protect the property of Tenant, but Landlord shall not be liable for loss by theft or damage by vandalism.
- C. Tenant understands that Landlord's property is tax exempt for levy of any kind by the City of Kenosha. Landlord represents that it has consulted with the City of Kenosha Assessor to obtain an unofficial opinion that the use by Tenant of the leased premises will not cause Landlord to lose its tax exempt status. If, however, Landlord is ever notified by the City of Kenosha that Tenant's use of the demised premises will terminate Landlord's said tax exempt status then Landlord shall have the right to terminate this Lease effective July 1st of the rental year that Landlord is notified of the termination of its tax exempt status.

ARTICLE XIII. NOTICES

All notices or documents required or permitted to be delivered herein shall be in writing and shall be personally delivered or sent by United States Mail, registered or certified, with return receipt requested, addressed to the parties at their respective addresses below or

at such other address as specified by written notice delivered in accordance herewith:

TENANT:

LANDLORD:

Patricia Jones, Director 7951 – 36th Avenue Kenosha, WI 53142 The Baptist Tabernacle 7951 - 36th Avenue Kenosha, WI 53142 Attn: Pastor Anderson

Kenosha Unified School District No. 1 3600 52nd Street Kenosha, WI 53144 Attn. Bill Johnston Director of Finance

Scott Pierce Superintendent

ARTICLE XIV. TENANT'S OPTION TO TERMINATE

Tenant may terminate this lease at any time upon at least 30 days advance written notice to Landlord and extinguish all further rights and responsibilities hereunder upon payment of the sum of five thousand dollars (\$5,000.00) to Landlord, plus rent accrued to the date of termination.

ARTICLE XV. TENANT'S RIGHTS

If Tenant claims Landlord has defaulted in the observance or performance of any term or covenant required to be performed by it under this Lease, Tenant may notify Landlord in writing of any such claimed default. If Landlord acknowledges such default it shall remedy such default within thirty (30) days of receipt of such notice. If, however, it is not reasonably possible to remedy said default within said time period Landlord shall remedy such default as soon as reasonably possible.

If Landlord disputes any claim of default Landlord will notify Tenant in writing of its denial of such claim within ten (10) days after receipt of Tenant's notice. The parties agree that within five (5) days after notice is given by Landlord to Tenant the parties will meet to discuss their differences. If no agreement is reached as a result of said discussions and the amount of the claimed breech exceeds \$10,000.00 in amount then either party may terminate this lease upon thirty (30) days written notice to the other. If the value of the breech is less than \$10,000.00 the parties will agree to binding arbitration by a reputable arbitrator to be chosen by the parties. If the parties cannot agree each party shall name an arbitrator and those two (2) shall select a third arbitrator. Each party shall be equally liable for the expense of the arbitrator.

ARTICLE XVI. WARRANTY OF TITLE

Landlord represents and warrants to Tenant that (i) it has full right to lease the demised premises for the terms and conditions set out in this lease, (ii) it has no knowledge of any condemnation or threat of condemnation affecting any portion of the building in which the demised premises are located, (iii) there are no unpaid assessments against the property containing the building and demised premises, and (iv) it will not encumber Tenant's leasehold estate.

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ARTICLE XVII. COVENANT OF QUIET ENJOYMENT

Landlord represents and warrants to Tenant that so long as Tenant performs all of the agreements, covenants and conditions by Tenant to be performed under this lease, Tenant shall have quiet and undisturbed possession of the demised premises, free from any claims or interference of Landlord and all persons or entities claiming by, through or under Landlord, except with respect to such portion of the demised premises as may be taken under the power of eminent domain.

ARTICLE XVIII. SECULAR PURPOSE

The relationship between the Landlord and Tenant is only that of a landlord and tenant. Landlord and Tenant are not partners nor joint ventures in education nor any religious activities. Tenant's use of the demised premises is to provide secular education only. Tenant neither advances nor inhibits practices or teachings related to religion. Landlord has no influence over the education curriculum of Tenant. To the extent Tenant deems it reasonably necessary to avoid any symbolic connection between religion and Tenant, Tenant may, at its cost, cover or remove any or all religious symbols located upon the demised premises while Tenant occupies the demised premises, so long as Tenant restores the same to their pre-existing condition prior to the use or occupancy of the affected demised premises by Landlord. IN WITNESS WHEREOF, Landlord, by its Senior Pastor, Dr. Duane Anderson and its Deacon Chairman, Jim Whitmire who state that they are duly authorized by the Landlord to so act, and Tenant, by its duly authorized officers, have signed and countersigned this instrument as of the day and year first above written.

THE BAPTIST TABERNACLE

KENOSHA UNIFIED SCHOOL DISTRICT

By:_____

Dr. Duane Anderson Senior Pastor

By:_____

Jim Whitmire Deacon Chairman By:_____

Bill Johnston Director of Finance

THE BROMPTON SCHOOL

By:_____

Patricia Jones Director

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Kenosha Unified School District No. 1 Kenosha, Wisconsin

May 22, 2007

KENOSHA eSCHOOL CHARTER CONTRACT REVISION

On June 27, 2006 the Board of Education approved the request for charter school approval for the Kenosha eSchool. This charter is currently in effect until June 27, 2011.

Provided for the Board's review is a revised contract. The revised contract includes modifications necessary for our grant to be approved by DPI. Other modifications include defining lottery language and how a student becomes a full-time student. The revised charter contract has been reviewed and recommended by the Kenosha eSchool Staff and the Kenosha eSchool Governance Board.

At its May 8, 2007 meeting, the Curriculum/Program Standing Committee voted to forward the amended five year contract to the School Board for approval

Administrative Recommendation

Administration recommends that the School Board approve the amended five year contract for the Kenosha eSchool.

William Hittman, Principal, Governance Board Member Diane Blackmon, Teacher Consultant/Staff, Governance Board Member Christopher Dunk, Governance Board Member Brian Shimon, Assistant Principal, Governance Board Member Patricia Jones, Principal, Governance Board Member Roberta Akalin, Counselor, Governance Board Member Sandy Schwenk, Governance Board Member Jeff Robshaw, Governance Board Member Mark Stalker, Governance Board Member Gib Ostman, School Board Member, Governance Board Member

Kenosha eSchool Charter Contract

Student Program

1) What are the school's program alternatives and how will they provide for parent and student needs?

Kenosha eSchool will use new and emerging technologies that expand the boundaries of space and time to provide high quality standards-driven curriculum. The staff, in collaboration with parents and guardians, will endeavor to empower all students to develop their potential to the fullest, while taking ownership of their individual academic progress. Kenosha eSchool will create a learning environment that is self-paced and able to accommodate students' varying physical locations and timeframes. The eSchool allows parents/guardians one more option to consider when determining their child's individual educational needs.

2) Is there a community need for the option?

Our community, through work on the Board approved Strategic Plan, has determined that there is a need for choice schools in our district. Creating Kenosha eSchool provides one option for answering Strategy #3. Kenosha eSchool provides seats in numerous online courses. These courses do not have a need for physical classroom space since students can access their courses from anywhere there is Internet access. Some students could utilize computers on campus.

Kenosha eSchool offers students in the district additional choices for them to take ownership of their education and schedule. For a significant number of students the traditional curriculum, calendar, and school day do not meet their needs. For some students, various obstacles may interfere with the normal progression of educational experiences. For others, the eSchool can provide unique opportunities to enrich or expand their educational experiences. As part of the research activities a survey was done of all 9th, 10th, and 11th grade students in the district. 57% of those surveyed indicated they would like to take one or more online classes. That comes to approximately 2,800 students. This is a very significant number of potential online learners.

The survey is attached as Appendix A.

Any students involved in the eSchool would benefit from the individualization and flexibility that can exist in a virtual school environment. Although it is expected that a majority of the students would complete courses within a traditional semester time frame, the eSchool makes it possible to compress or expand the time to best meet their needs.

The community has also shown a need through discussions with local employers as to how they fulfill their staff development and training needs. A small survey of six employers in the WISPARK industrial complex indicated that five of six preferred to utilize on-line learning as the preferred mode of training and education for their employees.

3) What will be the make up of the enrollment?

a) What total enrollment is targeted?

For the spring of 2007 the Kenosha eSchool in partnership with Appleton eSchool anticipates providing approximately 80 course enrollments with that number expected to increase to 240 course enrollments for the fall 2007 semester. These courses would serve at least 240 students who may be taking one or more courses simultaneously. As the staff develops additional skills in this unique environment, more courses are approved for use, and our partnership with Wisconsin eSchool Network grows, the course offerings and students served are expected to increase each semester.

The Kenosha eSchool will operate both as a full school program for some students and as a school within a school model for others. Kenosha eSchool will target the following age groups:

- Any high school age students living in Kenosha Unified School District.
- Any high school age students that have applied for open enrollment during the allowed time
- Home school students of high school age.
- Drop out students who have not turned 21, but are within 6 credits of graduation. It is the intention that students can enroll full time in the Kenosha eSchool. As the Wisconsin eSchool Network continues to grow, so will the course offerings.

b) What process will be used to enroll students?

Kenosha eSchool will have a continuous enrollment in courses. During enrollment all students will be expected to complete the Kenosha eSchool enrollment form. Kenosha eSchool staff will review these forms to match individual student needs with available eSchool options. KUSD students currently attending a district school will also be expected to complete a counselor form to ensure that their counselor is aware of the students' interest in eSchool classes. District residents who are not currently attending a KUSD school will complete an enrollment form and submit their course requests directly to Kenosha eSchool. A transcript should accompany all student enrollment forms. Out of district students must have successfully applied for Open Enrollment during the state's window of opportunity and been accepted by the district before they submit an enrollment form. Once the enrollment form has been received, all students will participate in a mini-course (about 3 hours work) designed specifically for orientation. The program leader— to ensure their proper orientation—will monitor this. Finally, the students' coach/mentor and parent/guardian will attend a mandatory content area orientation that is offered once a month, or as needed. If the coach/mentor and/or parent/guardian do not attend the required meetings, a new coach/mentor will be strongly encouraged. The Kenosha eSchool will have a list of possible mentors.

During this meeting the Goals and Learning Plan for the individual student will be developed and approved by the group. Enrollments for each course will be filled on a first come first served basis and a waiting list will be kept for any additional requests for that course. Students from the waiting list would be allowed to begin the course if feasible for them whenever an opening becomes available. In the future if more students enroll who meet the criteria than openings would allow, Kenosha eSchool would look to enroll the students in another network eSchool. If the enrollments during the open enrollment period exceed the slots allocated a lottery will be held. If a lottery is held, the ESEA guidelines under Title I will be followed and a "weight" will be given to low-income, and credit deficient students. If enrollments exceed the student load of 4.34 FTE's (full-time equivalent) teachers, then a lottery will be held. When a course is over subscribed, then a lottery will be held. If the applications do not exceed the number of spaces available, all will be accepted. If enrollment exceeds the number of spaces per course, then a lottery will be held for those courses. If applications do not exceed the number of spaces available, then continuous enrollment in courses will continue from June through February until courses are filled. Students not on target to graduate with their cohort class will be given highest priority through a weighted lottery.

c) What are the plans for marketing to students and parents?

- Website link from the KUSD home page with application forms and contact information
- Informational brochures distributed to high school and other community agencies
- Community Meetings
- Articles in high school and district newsletters
- Articles in the Kenosha News
- News releases to area radio stations
- Personal contacts with key individuals such as Cluster Leaders, Guidance staff, School Board Members, etc.
- Will be part of the School Choice Presentations during registration weeks.
- Personal mailings to students who have left school without a diploma who have not yet turned 21

d) How will the charter reflect the diversity of the community?

Every effort will be made to provide information to diverse populations about the opportunities that the Kenosha eSchool may have that could meet their individual needs. Additional efforts will be made to market Kenosha eSchool to low income students and their families. It will also be marketed to students at risk. ESchool will collaborate with the Director of Title I and the Minority Academic Affairs Specialist regarding enrollment and awareness. Personal contacts will be made with the KUSD, community, and home-site guidance counselors to be sure that they are familiar with the Kenosha eSchool options. The Minority Academic Affairs Specialist will be consulted regarding minority enrollments and awareness.

e) Will a special segment of school population be targeted?

Although the Kenosha eSchool opportunities will be available to any high school student, particular efforts will be made to recruit students who are not currently being served or are being served on a minimal basis. The population could include, but not be limited to, any of the following categories:

- Students who are voluntarily withdrawn, are on a long- term suspension, expulsion, or are seen as a safety risk to the traditional school site
- Students who feel uncomfortable or unsafe in a traditional setting due to school phobia, anxiety disorders, or other mental or emotional health issues
- Homebound students with extended medical issues
- Incarcerated students who will be confined for an extended period of time

- Transient students who may be residing in a group home or other residence particularly if they are entering the district at other than the beginning of a new semester
- Students in treatment programs for an extended period of time
- School age parents, married students, and self-supporting students
- Students who left school without completing their diploma requirements, but are within 6 credits of graduation
- Students with extraordinary needs for acceleration or remediation
- Students schooled at home
- Free and reduced lunch students
- Students whose personal or family activities preclude traditional daily attendance such as temporary job relocations, involvement in professional level athletics, or other endeavors
- Students not on target to graduate with her/his cohort group

f) How will special needs students be accommodated?

Successful online students have specific characteristics defining how they operate. These skills are: time management, organization, ownership for learning, self-advocacy, problem solving, computer literacy, reads and follows detailed directions, and has effective writing skills. The students in conjunction with their instructor and mentor/coach must work on any weakness in these skills. Since students will have an Individual Learning Plan based on their needs and goals, the learning team can determine whatever accommodations are needed for individual students, and the planning can occur to best provide for those needs.

Special education students are also eligible for Kenosha eSchool. They must have an updated IEP. A special face-to-face meeting with the course instructor, special education teacher, student, and mentor/coach will occur to determine if the eSchool is the student's LRE. Appleton eSchool has also found online learning to be successful for students diagnosed with ADD or ADHD. The following is a list of accommodations for special education students or students with ADD or ADHD in an eSchool:

- Extended time on lessons and tests
- Flexibility in start and end dates
- Prepared notes and reviews of lessons
- Non-threatening means of communication with the instructor
- Clear rubrics for assessments
- Regular communication with parents on course progress
- Opportunity to revise and resubmit assignments
- No lost assignments

g) What are the requirements for admission to the school?

Students must be Kenosha Unified School District students, reside in the Kenosha Unified School District, or have completed an Open Enrollment application within the state window of opportunity. Students must complete the application process and mini-course, which include a self-evaluation of the initiative, motivation, and self-discipline needed to have a reasonable expectation for success in this virtual environment. Students are required to identify, on their enrollment form, a learning coach/mentor who will be the liaison between the students and the teacher in the monitoring process and an essential part of the communication process. The mentor/coach should be someone that has influence with the students and their learning. The students, parent/guardian, and the learning coach/mentor (if other than the parent) would attend a mandatory orientation session held to ensure that the students' goals fit with the opportunities available at that time in the eSchool. At this time the processes, procedures, and expectations for all parties will be explained and discussed.

4) What are the educational goals of the charter school/program?

a) Describe the curriculum content and method of instruction that will be used with students?

In order to provide high-quality, standards-driven, proven curriculum, courses will be provided through shared resources with other virtual school providers or organizations who have developed and aligned these courses. Kenosha eSchool will be doing this in conjunction with Appleton eSchool by using its research and present course list to provide the best eSchool product for our students. Courses will only be considered that have the ability to be modified to comply with the existing KUSD curriculum, KUSD standards and benchmarks, and allow for local teacher flexibility in the course delivery. Courses must also be ADA (American Disabilities Act) and SCORM (Shareable Content Object Reference Model) compliant. As the skill level and experience of the virtual teachers develops, additional locally developed courses will become available.

In most cases students would be expected to have a home computer able to run Windows 98 or later and Internet access. Students may use community computer facilities (local libraries), or computers of friends or relatives. Minimal technical support will be available for initial setup on private computers. District support would not be available for hardware and software on their personal computer. Students will be liable for any improper use of the Internet and/or email. If using a district Internet access, the email and Internet will be tracked. Any improper use will result in loss of use of district equipment and services and possible dismissal from the eSchool program.

b) What will a typical student day schedule look like?

There is the potential for enrolling full time in Kenosha eSchool. Schedules for students enrolled part time and students enrolled full time will be different. Whether students are enrolled full or part time, they may take a maximum of 4 courses at once. The continuous enrollment gives students numerous options for a schedule. Below are a few of these options:

| Part Time Students | Full Time Students |
|--|--|
| Students would be enrolled in 3 classes in a | Students would be enrolled in 1 eSchool |
| traditional setting. This means they have | course. They create a pace chart that |
| an early release or a late start. They would | allows them to finish the class in 6 weeks. |
| choose to work on their eSchool course at | At that time they enroll in another course |
| home during this time. Their pace chart has | that is paced to finish in 6 weeks. For the |
| them completing the eSchool course in one | final 6 weeks of the semester they take two |
| semester. | eSchool courses. |
| Students would be enrolled in 3 classes in a | Students would enroll in 2 eSchool courses. |
| traditional setting. They have an open | They create a pace chart that allows them |
| period in which they use the school's | to finish both courses in 9 weeks. They |
| computer labs to complete their eSchool | enroll in another 2 courses to finish in the |
| work. Their pace chart has them | last 9 weeks of the semester. |
| completing the eSchool course in one | |
| semester. | |
| Students would be enrolled in 2 classes in a | Students could enroll in 3 courses with a |
| traditional setting. They have a job that | pace chart of 18 weeks. Then they may |
| requires them to work mornings. The | sign up for 1-2 summer courses. |
| students are enrolled in one eSchool course | |
| in which they agree to a pace chart that has | |
| them completing the course in 9 weeks. | |
| Then they register for another course to | |
| complete in the final 9 weeks of the | |
| semester. They attend school in the | |
| afternoons, and then work on their eSchool | |
| work at night. | |

There will be an initial learner period of two to four weeks. During that period a student may only be enrolled in one eSchool class. At the discretion of the eSchool Teacher Consultant, when students demonstrate success in the online learning environment they will no longer be considered an initial learner and the number of courses will be increased. The flexibility of online learning allows students and their family the opportunity to determine what type of schedule is most feasible in their particular situation. Although the time and place where students work may be very different, their coursework and expectations will have significant structure. When students embark on an on-line course, goals for completing that course(s) would be set with input from the students, an eSchool staff member, and the designated adult contact (parent/coach/mentor). In most cases students would be taking one or two courses simultaneously. For example, students seeking to be full-time virtual students or who only need a few courses to graduate might set a completion date of 6 weeks for their two courses. The expectation would be that they would begin another course as soon as one of them is completed. Other students might only be taking one course and plan to complete it within a traditional calendar semester. Yet still other students with extenuating circumstances might need to have an extension beyond the traditional semester in order to complete their work. Virtual students have a great deal of flexibility in this way. Students would access their assignments on-line, communicating regularly with the teacher for clarification, explanation, or revisions in their

work. Students would be able to work on their assignments at any time that is convenient for them. For example:

- Teen parents might do their coursework while their child or children are napping or in bed for the night.
- Self-supporting students might work full-time and do their course work in the evening or on weekends.
- Voluntarily withdrawn or homebound students might work 6 hours one day and 3 hours the next.
- Students in a treatment program, or who are incarcerated, may be told when they will be working on their assignments.
- Other students might work on their course(s) at the same time every day from the LMC or another location in their local building where they might be cross enrolled.
- Students who are not effective at 7:30 a.m. might take one on-line course and begin school at 9:15 a.m.

The students would communicate with their teacher in several ways, though mostly electronically. The most typical method would be through emails. Some projects may have 3-dimensional components. Students can take pictures and send them electronically. Simple questions or clarifications on assignments would most often occur using this method. However, secondary forms of communication are used: chat rooms, white boards, telephone, and face-to-face contact.

Teachers would post office hours each week, at which time they would be available to students via a discussion group where several students could participate in a discussion or tutoring session synchronously. This option includes a white board that would be visible to all in the discussion group at that time. Teachers can call on individual students to solve a math problem or demonstrate an idea using a mapping or graphing technique. The teachers would be able to make changes or suggestions as the students are working on the white board and at the end of the session the students could print out all of the notes that would have been created on the white board during that session. Several students might work on a group project in this manner. Course discussions could also occur asynchronously. The teachers might start a discussion stream and students would be expected to participate over a week or two and be graded on the quality of their responses. Assignments might be submitted directly on-line, as email attachments, via the postal service, or some projects might actually be hand delivered to the virtual school office. Students would be expected to demonstrate regular progress with their work.

Student/teacher contacts would be expected at a minimum of 2-3 times per week. Contacts include feedback on assignments, responding to questions, clarifying assignments, or other grade reports. These contacts would typically be in the form of emails or phone calls. Minimally, once each month, the students, as well as the designated adult (parent/mentor/coach) for the students would receive a written report of the students' progress as compared to the benchmarks showing whether or not their progress was on track to meet their course completion goals. If the teacher has not been able to contact students or see any signs of progress in their work, the designated adult would be contacted. This adult would also have on-line access to an individual student's current grade and progress. Students may forfeit their on-line opportunities if regular progress does not occur and they are not communicating any special needs to the teacher.

c) What assessment tools will be used to evaluate student progress?

Students, parents/guardians, or mentor/coaches will have access to their student's electronic grade book 24 hours a day, 7 days a week. A portfolio of each course for each student will be developed. This portfolio may include data collected and recorded within the on-line course system and/or projects that the student completed in the form of reports, power point presentations, audio and videotapes etc. It may include district-developed end-of-course tests as they become available. Other individual testing and assessments will be available on an as needed basis. Some of the assessments included in Kenosha eSchool will be: auto-graded quizzes, threaded discussions, worksheets, research papers, PowerPoint presentations, letters, or brochures created as part of a project. A proctor will administer all course finals and a passing grade on the final exam must be achieved to receive credit for the course.

d) How will student progress be communicated to parents/guardians and/or mentor/coaches?

Students' progress is based on their pace chart. Their progress will be communicated to parents on an informal basis via emails and phone calls. On a monthly basis, progress will be reported more formally via a written report that compares the students' status with the benchmarks that would indicate whether or not the pace was appropriate to meet the goals set in the Individual Learning Plan.

e) Describe how discipline will be dealt with at the school. What is the discipline plan?

Discipline in an eSchool setting would be much different than in a traditional school. Discipline issues and concerns are likely to center on appropriate use of emails and discussion rooms as well as the pacing of student work. If students have not completed any work in a week without prior arrangements with the instructor, a phone call and/or letter would be sent to the parent to discuss the situation. Expectations would be made clear, and if the students still do not meet expectations, they may lose their opportunity to continue working in the eSchool.

Kenosha eSchool also recognizes Wisconsin Compulsory Attendance Laws. Because students do not attend a classroom, habitual truancy for the eSchool must be defined. Students not meeting the requirements of their personalized pace chart will be subject to discipline.

f) How will you assess whether the educational goals of the charter school are being met?

After completing a full semester of operation, the Online Program Perceiver Instrument (OPPI) will be used to review the 8 components of quality online schools and programs. Information will be gathered from the Governance Board, students, mentor/coach/parent, and online teachers to identify the strengths and effectiveness of the school and assist in future planning and goals. OPPI training will be provided through our partnership with Appleton eSchool.
5) What is the relationship with District goals?

a) In what manner and how often will a report on student progress in mandated State testing, as well as specific charter measurements, be communicated to the Board of Education and the community?

Students will participate in all mandated testing. As required, test results for students in the Kenosha eSchool will be reported as the charter school OR as part of the aggregate data for high schools or the district. The Governance Board will report to the School Board initially in February and July.

<u>Budget</u>

1) Describe the anticipated budget line items (not all categories may apply or there may be added categories) and if there is an anticipated need for District or private contract services.

a) Personnel

1.0 FTE's are required initially consisting of the following responsibilities: The eSchool Teacher Consultant will be responsible for the day-to-day operations of the eSchool dealing with coordination activities and teaching. She will also be responsible to promote and communicate information about Kenosha eSchool to the community, School Board, Guidance Counselors, and any other educational staff. All teachers in Kenosha eSchool will be required to successfully complete an online teacher-training course. Appleton eSchool will provide this training through a dissemination grant. The eSchool Teacher Consultant should have at least 5 years of teaching experience. A background in alternative education is extremely useful.

Other positions will be needed based on the growth of the eSchool.

b) Administration

The eSchool Teacher Consultant will handle daily coordination activities for Kenosha eSchool with oversight by Mr. William Hittman.

c) Curriculum

\$2500 for additional course development and alignment to bring these nationally aligned courses in line with the state and district standards.

Curriculum selection has been researched and reviewed by Appleton eSchool. Through our partnership with Appleton eSchool, at least 25 courses will be available for KUSD students. Florida Virtual School has developed standards based curriculum available for purchase. This would be the main vendor KUSD and AASD would use to provide new eSchool courses. A curriculum committee as arranged by the eSchool Teacher Consultant will review all courses. The committee will determine how the virtual courses meet local standards and what course codes will be assigned to each class.

d) Instructional Supplies and Equipment

Combination answering machine, fax machine, and scanner. \$800.00

e) Contract Services

\$30.00 per enrollment—To alleviate the need to purchase and develop our own Course Management System, we will share a pro-rated cost with Appleton eSchool to provide this system to our students. This is an operational cost that will not be able to be paid out of grant funds. The future may require other administrative costs once Wisconsin eSchool Network is fully operational. This will be a shared expense with the Network based on our course enrollments.

f) No expenses are anticipated in the following areas: Facilities, Liability Insurance, Pupil Services, Testing and Assessment

g) Other \$10,000 for miscellaneous expenses such as: office expenses: paper, toner, postage, printing, phone, and supplies for meetings

2) Describe the anticipated financial support from District and outside sources.

An Implementation Grant has been written and submitted that will cover most of the costs for Kenosha eSchool for the first few years. Additional grant money will be sought to help cover some of the costs not covered in the Implementation grant.

There are 3 key pieces to providing online learning: a Course Management System (CMS), course content, and local online staff. The CMS will be a pro-rated amount based on our enrollment (see Budget #1e). Course content will be expanded to Kenosha eSchool through our partnership by securing statewide licenses for courses used by Appleton eSchool. KUSD will secure course content for a lower cost by committing \$100,000 to the Wisconsin eSchool Network for each of the two years of our implementation grant. In return we will receive access to any courses with a statewide license and any staff development for KUSD teachers in Kenosha eSchool.

Some additional State Aid money should be available to the district as a result of engaging eligible students not currently attending a KUSD school. This money would be allocated on a prorated basis according to the number of courses these students take per semester in the Kenosha eSchool. Open Enrollment students would also bring additional funding into the district. It is expected that the Kenosha eSchool, once fully operational, will be able to meet all costs via the student allocations in a very short period of time because of the partnership with Appleton eSchool. The Governance Board will work on the anticipated financial support from district and outside sources.

3) In what manner will the financial operations be audited and communicated to the Board of Education?

Kenosha eSchool will be subject to the same audit processes and reporting procedures currently in place in the Kenosha Unified School District.

PERSONNEL

1) How will personnel for the charter be recruited and selected?

The posting of positions will follow the present format for Kenosha Unified School District. The eSchool Teacher Consultant will recruit teachers through site based faculty meetings describing Kenosha eSchool as well as district wide emails. The Kenosha eSchool will adhere to all Human Resource posting and hiring policies.

2) What qualifications will be required of the individuals employed at the school?

Qualified and certified staff will be employed for this endeavor. Due to the need to evaluate, modify and develop coursework, as well as performing teaching tasks, staff will be sought with 5 or more years of experience. Successful completion of on-line training is required for employment in the Kenosha eSchool.

3) What is the anticipated relationship with the Kenosha Education Association?

Kenosha eSchool staff is employed teaching staff of the Kenosha Unified School District and will be members of the Kenosha Education Association.

4) How will salary and benefits be structured?

As members of the Kenosha Education Association, the terms established by the collective bargaining unit will apply to all staff.

5) How will parents and staff be involved in the recruitment of staff?

The Kenosha eSchool Teacher Consultant, overseeing principal, and parents may interview certified teachers. The team's recommendations will be sent to the Board of Education for approval.

6) What policies and procedures will govern charter school personnel?

All district policies and procedures will be followed to the greatest extent possible. The Kenosha eSchool Governance Board is responsible for program development and policymaking. The Board may consist of a cluster leader, principal, Board of Education member, eSchool Teacher Consultant, guidance counselor, high school teacher, parent/community representatives, college/tech school representative, and a present charter school representative. On occasion an eSchool student will be asked to participate in Governance Board meetings to provide the student perspective. Once the school is fully operational a student will be sought to become a part of the Governance Board. When the unique nature of a virtual high school brings forth situations that do not fit the existing protocols, the Kenosha eSchool personnel will work through the issues in good faith with the district and KEA utilizing existing processes until appropriate contractual language can be developed.

OPERATIONS

1) What facility will be used for the school?

An office for Kenosha eSchool is currently housed in the Educational Support Center. Students will primarily be working from their home so numerous classrooms will not be necessary. Some of the students may also work in areas of district buildings that are currently available and supervised. This might include scheduled open evening hours in any of the high schools, IMC's, a study hall for a cross-enrolled student, or other open computer lab areas.

a) What lease or purchase arrangements are made or expected?

No lease or purchase arrangements have been made nor are they expected.

b) What ADA assurances will be made?

All ADA requirements will be met.

c) What insurance and liability plans are made?

When students, staff, and parents are using district facilities they are covered by KUSD policies. When working from their home, their personal insurance and liability will apply.

d) What procedures will be used to ensure the health and safety of students and staff? (i.e., nursing procedures, illness, medications)

When students are using district facilities or district equipment such as a computer, the appropriate staff at that facility or the district IT staff will provide these support services. The budget should include payment of the appropriate staff at the facility. When working at home, the family will be responsible for these issues. As mandated, Kenosha eSchool teachers would be legally bound to report suspected abuse or neglect for any students. Equipment will need to be in compliance with the requirements of the programs. Accessibility is an issue to be discussed.

2) How will the program be administered and what structure will be used to deal with operational issues?

a) The Kenosha School Board will be our chartering agent, thus will be considered an instrumentality charter. State exemptions for charter schools which Kenosha eSchool will take advantage of are as follows: flexible school day, flexible calendar, no designated holidays or inclement weather days, student created personal schedule, the definition of habitual truancy, teacher workload description, maximum age of student, and disciplinary process for removal. No Charter policies or procedures will be in conflict with existing School Board policies and rules or State and Federal laws and regulations. Where any of the above are silent the eSchool's Governance Boards policies, rules, and regulations will prevail.

b) How will issues and concerns involving students, parent/guardians, and staff be resolved?

Issues and concerns involving students, parent/guardians, and staff will be resolved following the same basic procedures as other staff in the district. The parties involved would first seek to resolve the issues amongst themselves. If this does not resolve the issues/concerns, they would be taken to the administrator of record and/or the Governance Board. If resolution is still not found, the issues/concerns can be referred to the KUSD administration and/or Board of Education.

c) What is the expected governance structure of the school?

The position of eSchool Consultant has been created to coordinate the day-to-day operations of Kenosha eSchool. An administrator will be assigned to oversee these functions and act as liaison between the school and the district administration.

d) How will parents/guardians be involved in the school?

Since all students and parents will have email connections to the school, this will be a primary source of disseminating general information to them. Information will also be provided via the Kenosha eSchool website. Opportunities for parent interaction with staff are planned in an on-line discussion format similar to that which students in the same course might have with their instructor. Formal and informal face-to-face meetings such as an orientation session may be planned as deemed appropriate.

3) Describe how public school status will be maintained regarding:

a) Non-discrimination

All non-discrimination policies will be enforced.

b) Due Process

Kenosha eSchool will follow all KUSD due process procedures. **Please see the attachment with the KUSD Complaint Procedure as it applies to Kenosha eSchool.

4) Partnerships – relationships

a) What private sector participation is expected?

Kenosha eSchool will identify one or more community organizations and/or businesses that would be interested in providing an on-going relationship with the Kenosha eSchool. These relationships may provide any of the following: mentors, assistance in securing needed resources, and opportunities for community experiences for Kenosha eSchool students.

b) What relationships will the Governance Board have with the District Board of Education?

Kenosha eSchool will be accountable to the District Board of Education in all aspects and will provide information as requested as well as a comprehensive annual report.

c) How will parent/community relationships be developed to benefit the school and students?

Information regarding Kenosha eSchool will be provided on a link from the district website. This site will be updated on a regular basis. Articles will be provided to the district newsletter and other appropriate district-wide publications.

Term and Termination of this Contract

The term of this contract will be for a period of five (5) years commencing on the 22nd day of May 2007, with a revised agreement for a successive five (5)-year period. Changes or modifications can only be made by mutual agreement of both parties. The contract can be terminated within the initial five (5) year period if one of the following circumstances occurs:

1) Mutual Agreement.

Both parties agree in writing to the termination.

2) Contract Violation

Kenosha eSchool has materially breached this contract, and has failed to cure such breach within thirty- (30) days following written notification of such breach from the KUSD.

3) Educational Goals

Students enrolled in Kenosha eSchool have failed to make sufficient progress toward attaining the educational goals of their curriculum. If an extension of time to attain such goals is requested by the Governance Board and/or Administration in writing, such request shall include a written plan, acceptable to the District. This plan will set out the additional steps Kenosha eSchool will take to attain such educational goals within a reasonable time- frame. If the Board accepts the written plan, or a modified plan, Kenosha eSchool shall be allowed a reasonable time in which to correct the progress deficiencies.

4) Fiscal Management

Kenosha eSchool materially fails to comply with generally accepted accounting standards of fiscal management.

5) Violation of Wisconsin Statute 118.40

Kenosha eSchool otherwise violates Wisconsin Statute 118.40 (the Wisconsin Statute authoring and governing charter schools).

6) Insolvency

Kenosha eSchool's revenues are insufficient to pay its expenses as they come due.

7) Sponsors

The Governance Board for the Kenosha eSchool notifies the Board that it desires to terminate this contract at the end of any school year. In the event of termination of this contract, written notice by certified or registered mail, return receipt requested, shall be provided and shall list the reason(s) for termination and the effective date of the termination. In the event of termination of this contract, the KUSD Board shall recover all funds advanced to Kenosha eSchool under this contract to which Kenosha eSchool is not entitled. Materials and equipment purchased with Charter School Funds will remain the property of the Kenosha Unified School District in accordance with State Statute.

NOTICES

Whenever under this contract notice must or may be given to the other party, or whenever information must or may be provided to the other party, the party who must or may give notice or provide information shall fulfill any such responsibility under this contract if notice is given or information is provided:

President KUSD Board of Education 3600 52nd Street Kenosha, WI 53144 Phone: 262.653.6323 Chair Kenosha eSchool Governance Board 3600 52nd Street Kenosha, WI 53144 Phone: 262.653.7715

In witness whereof, the parties have caused this contract to be executed by their duly authorized representatives as of the date first above written.

For the Kenosha Unified School District

For Kenosha eSchool

J. David Fountain Board of Education President William Hittman Principal

Dr. R. Scott Pierce Superintendent Diane Blackmon eSchool Teacher Consultant

Appendix A - Student Survey

Memo

- To: All High School Students
- From: Dr. Scott Pierce

Date:

Re: Interest Survey for On-Line Learning

Kenosha eSchool

Kenosha Unified School District is considering starting an on-line virtual high school also known as an eSchool. Kenosha eSchool will offer continuous enrollments throughout the course of the semester. Below are some of the characteristics of on-line learning courses for an eSchool.

- Courses would be fully accredited and taught by certified teachers
- Courses include: Algebra IA, Algebra I, Algebra II, 2D Art, American History, Biology, Creative Writing, Earth/Space Science, Computer Applications, English, Fitness/Lifestyle Design, Global Studies, Government, Health, Personal Financial Management, Personal Fitness, Pre-Calc, Spanish I, Thinking and Learning Strategies, Webmasters, and World History.
- You must have Internet access (it is not provided by the district for eSchool). Internet may be accessed through public libraries, home, on a school campus, or homes of friends and relatives.
- Doing an online course does not mean that you have to be online and connected to the Internet to complete all coursework. You can print off pages or cut and paste to work in Microsoft Word offline.
- Initial course involvement is made during a mandatory orientation. These sessions include on-line and face-to-face activities.
- Students have access to their courses 24 hours a day, 7 days a week and will work according to their individual pace chart based on completion goals. Not showing adequate progress each week may result in being marked truant for that week of class.
- Communication must be made with your teacher primarily via email
- All assignments are submitted and progress reports received electronically
- Finals are to be taken in person by an approved proctor
- You must start with only one on-line course and pass with a C+ or better. Then, you may take up to two eSchool courses at any given time
- There is no additional cost for taking an eSchool course

We would like to know if you would be interested in participating in an eSchool course through Kenosha Unified (see page 2).

Please fill out the following form and return it to your Guidance office no later than 5/15/06. Student Name: _____

| Grade Level at this time: | | | | | |
|---|--------------------|-------------------------------|------------------------|--|--|
| 1. Yes, I would like | e to take at least | one on-line eSchool course or | | | |
| than one on-line eSchool course. | | | | | |
| 2. No, I would not like to take an on-line eSchool course | | | | | |
| 3. From the list below, check any courses you would be interested in taking: | | | | | |
| Algebra I | - | - | Pre-Calc | | |
| | | | | | |
| Geometry | _Biology | Earth Science | Health | | |
| | | | | | |
| English | _English II | _English III | English IV | | |
| | | | | | |
| Creative Writing | | | | | |
| | ~ | | | | |
| Global Studies | _Government | _American History | World History | | |
| | | D 1 F' | | | |
| Personal Financial Management | | Personal Fitness | Fitness/Lifestyle | | |
| 2D A *** | Spanish I | Wahmagtara | Computer Applications | | |
| 2D Art | _Spanish I | | _Computer Applications | | |
| Thinking and Learning Strategies | | Other | | | |
| 0 | • • | | | | |
| 4. What makes the concept of an eSchool appealing to you? | | | | | |

5. What makes the concept of an eSchool NOT appealing to you?

6. What kind of Internet Service Provider would you use the most? Please check only one. _____DSL

Phone modem

Cable modem

_____Other_____

Appendix B - Due Process

The Kenosha Unified School District and the Kenosha eSchool are committed to working closely with students, parents and guardians to resolve issues and concerns in a way that is mutually agreeable.

KUSD Complaint Procedure

These are the steps to follow if there is a concern, question, or problem that needs attention.

Step One

Contact the teacher. If it is a serious issue, you may wish to schedule a meeting, rather than discuss it on the phone.

Step Two

If no resolution has been reached, or if your concern is broader than a single course issue contact William Hittman the Administrator of Record for KUSD eSchool at 262.947.8155.

Step Three

If resolution is still not reached, please contact Tim Miller the Executive Director of School Leadership at 262.653.6008.

Step Four

Unresolved issues may be appealed to Dr. Scott Pierce, the Superintendent of Schools, at 262.653.6320.

Step Five

The final step in the district appeal process is the Board of Education. Appeal requests should be submitted in writing to: Mr. J. David Fountain - President KUSD Board Of Education Education Support Center 3600-52nd Street Kenosha, Wisconsin 53144-2697 262.653.6323 This page intentionally left blank

Kenosha Unified School District No. 1 Kenosha, Wisconsin

May 22, 2007

KENOSHA eSCHOOL IMPLEMENTATION RENEWAL GRANT AND SUPPLEMENTAL GRANT

Background

In the fall of 2003 the Kenosha Unified School District embarked on a strategic planning process. As part of that process a subcommittee addressed educational opportunities for students. The subcommittee identified online learning as a potential benefit to many high school students. Throughout the fall of 2003 and the spring of 2004 school district officials along with the Board of Education members and parents studied online learning and twice visited the Appleton eSchool. While at Appleton they consulted with Connie Radtke, Coordinator of Appleton eSchool and the Principal of Appleton East High School as it related to policies, procedures, operation, advantages, and opportunities all relating to the formation of an online high school.

The Kenosha Unified School District Board of Education adopted a Strategic Plan in April 2005 that called for the exploration and possible formation of an online virtual high school. Mr. William Hittman Principal/Director of Lakeview Technology Academy and members of the Strategy 3 Action Team from the strategic plan continued to research and explore the formation of an online high school.

In the spring of 2005 it was decided that Appleton would file for a charter school grant from the Department of Public Instruction to develop and operate an online virtual high school. That decision was made too late for Kenosha Unified School District to submit a grant. In the fall of 2005 Mr. Tim Miller, Executive Director of School Leadership, and Mr. Hittman submitted a proposal to the Board of Education to form a charter online virtual high school and apply for a planning/implementation grant from the Department of Public Instruction. In May of 2006 the Board of Education approved a five year charter for the formation and operation of an online virtual high school and the submission of a grant application was made to the Department of Public Instruction. In mid August the Kenosha Unified School District received information that its application was denied for a significant reason. In August and September of 2006 Ms. Diane Blackmon, Program Director/Teacher Consultant, Mr. Hittman, Supervising Principal/Director, and Mr. Miller revised the grant application addressing the significant revision and submitted the application for administrative approval. The recommendation called for a cooperative venture with the Appleton Area School District.

Intent/Purpose

Our primary intent is to allow us to expand the opportunities for learning in our district to include students who may be otherwise disengaged or who may not be able to physically attend classes in our schools for some other reason. Currently we have 100 course enrollments. Our intent is to build a viable educational program for these and other students who can benefit from a unique educational opportunity.

Formal approval is requested from the Board of Education to write the Implementation Grant Renewal Application. This grant opportunity has a deadline of June 1, 2007 and, if awarded, will provide \$150,000 and the opportunity to continue to improve the Kenosha eSchool.

Due to a May 1, 2007 deadline, the \$150,000 Supplemental Grant Application was submitted and if awarded will also provide the opportunity to continue to improve the Kenosha e-school.

Link to Strategic Plan

One of the specific results statements for Strategy III called for establishment of a virtual e-High School for Kenosha Unified School District. The district received \$150,000.00 for the Initial Implementation Grant from DPI.

Budget

- Potential receipt of a grant for \$150,000 to continue the Kenosha eSchool, which will be used to partner with Appleton and Wisconsin eSchool Network to provide curricular materials, etc. to continue the eSchool opportunity for students in the fall of 2007.
- There will be no additional cost per student that will be higher than (or less than) the regular cost of a regular student.

<u>Next Steps</u>

The Supplemental Grant application has been sent to the DPI due to timeline constraints. If approved, we will submit the Implementation Grant Renewal application by June 1, 2007 to the DPI. We will then continue improving our Kenosha eSchool. This process will include: Supplemental Grant

- Purchasing Algebra IB, Chemistry, Spanish 2, Economics, Computer Programming I, and Computer Programming 2 courses from Florida
- Buy laptop computers to lend to students with financial need

Implementation Renewal Grant

- Work with all constituents in developing the program that would provide the best opportunities for students
- Continue to train teachers so as to have an adequate candidate pool
- Have monthly training options for all eSchool teachers.
- Continue to increase course offerings based on student and parent feedback

At its May 8, 2007 meeting, the Curriculum/Program Standing Committee moved to forward the Supplemental Grant and the Implementation Renewal Grant to the full Board for approval.

Recommendation

Administration recommends that the School Board grant approval for the Kenosha eSchool Governance Board to accept and implement, if awarded, the Supplemental Grant and approval to submit and implement, if awarded, the Implementation Renewal Grant.

William Hittman, Principal, Governance Board Member Diane Blackmon, Teacher Consultant/Staff, Governance Board Member Christopher Dunk, Governance Board Member Brian Shimon, Assistant Principal, Governance Board Member Patricia Jones, Principal, Governance Board Member Roberta Akalin, Counselor, Governance Board Member Sandy Schwenk, Governance Board Member Jeff Robshaw, Governance Board Member Mark Stalker, Governance Board Member Gib Ostman, School Board Member, Governance Board Member

Kenosha Unified School District No. 1 Kenosha, Wisconsin

May 22, 2007

KENOSHA SCHOOL OF TECHNOLOGY ENHANCED CURRICULUM CHARTER SCHOOL IMPLEMENTATION GRANT

Background:

Dr. Angela Andersson, Sarah McMillian and Lynette Powers presented and received approval from the Board of Education on May 23, 2006 to write the first phase of a Charter School Planning Grant for a K-8 Charter School, Kenosha School of Technology Enhanced Curriculum. The mission of KTEC is to promote academic excellence through the use of 21st Century skills and "cutting edge" technology. By engaging students in meaningful learning opportunities that promote creativity, independent learning, responsibility and self-confidence, they will be prepared for success in the 21st century.

The initial \$10,000 planning grant received full funding from the Wisconsin Department of Public Instruction on August 17, 2006. In September, the Board voted to approve the Planning Committee seeking \$40,000 of supplemental monies for additional planning. These planning monies support professional development, curriculum writing, and the purchase of basic office supplies and equipment. As a result, approximately 320 students have been enrolled in KTEC for the 2007/08 school year.

On April 3, 2007 the Planning Committee sought and received approval of a five year charter as well as a lease of St. Elizabeth School.

Intent / Purpose:

The primary intent is to receive approval to submit a Charter School Implementation Grant for this K-8 charter school. This grant opportunity has a deadline of June 1st and, if awarded, would provide \$150,000 and the potential for up to an additional \$150,000. The purpose of this grant is to support implementing the charter that has been granted by the Board of Education. This grant will provide KTEC with technology resources, equipment, and professional development opportunities that would otherwise not be available.

Budget

All budget expenditures will be directed through Kenosha Unified School District No. 1. All district budget procedures will be followed while making expenditures. Standard accounting procedures will be used to keep track of expenditures and all receipts will be submitted for approval.

- Potential receipt of a grant for \$150,000 to begin implementing a K-8 charter school.
- There is the potential of \$150,000 of supplemental funds if the grant is awarded.

Expenditures: extended year contracts for the purpose of teacher training and curriculum writing, purchase of training materials and supplies, and technology equipment.

Recommendation:

At is May 8, 2007 meeting, the Curriculum/Program Standing Committee moved to forward this report to the School Board for their consideration. Administration recommends that the School Board grant approval for implementation of a Charter School Implementation Grant for Kenosha School of Technology Enhanced Curriculum.

Dr. R. Scott Pierce Superintendent of Schools Dr. Angela Andersson Teacher, Dimensions of Learning

Mr. Tim Miller Executive Director of School Leadership Mr. William Hittman Principal, Lakeview Technology

Kenosha Unified School District No. 1 Kenosha, Wisconsin

May 22, 2007

HARBORSIDE ACADEMY CHARTER SCHOOL IMPLEMENTATION GRANT

Strategy # III

"We will develop and implement plans to address the overcrowding in our schools."

Results Statement 2: "Encourage the formation of more instrumentality charter and/or other non-boundary KUSD schools in present leasable property by February 2006."

Background:

In the fall of 2005, as our district began to implement specific action steps of our District's Strategic Plan, two of our specific strategies resulted in an outreach to our educational community. One strategy, specifically designed to address the overcrowded conditions in our high schools, included an action step to pursue and explore the possibilities for charter schools in our district.

A number of people came forward with outstanding ideas, energy and enthusiasm to provide meaningful learning alternatives for our students. One of these that came forward was the Expeditionary Learning Outward Bound model (aka ELOB, or EL). This model is an existing <u>program</u> within a multi-program alternative high school in our district. The model has been very successful in engaging students in their learning, and has been a valuable and productive means to a very important end – graduation – for a number of our students who might not have otherwise met the requirements for graduation. Thus, the idea to form a start up charter school using this reform model, which has been endorsed and supported by the Bill and Melinda Gates Foundation as a viable alternative educational opportunity, was presented.

In late October of 2006, Mr. Tim Miller received positive notification that Kenosha will in fact receive the Gates Foundation funding for the start up/planning of a new school (Harborside Academy). Tim Miller also presented and received approval from the Board to write a first phase planning grant for this 9-12 Expeditionary Learning charter high school. The grant was successful and the school received full funding from WI Department of Public Instruction. The Board has also voted to approve the seeking of \$40,000 of supplemental monies for planning.

April 3, 2007 the planning committee sought and received approval of a five year charter as well as a lease of St. Elizabeth School.

Intent/Purpose:

The primary intent is to receive approval to submit a Charter School Implementation Grant for this charter high school. This grant opportunity has a deadline of June 1st and, if awarded, would provide \$150,000 and the potential for up to an additional \$ 150,000 for the purpose of implementing the charter that has been granted. This grant will predominately provide Harborside Academy with technology resources, supplies and professional development opportunities that would not be available without it.

Budget

All budget expenditures will be directed through Kenosha Unified School District No.1. All district budget procedures will be followed while making expenditures. Standard accounting procedures will be used to keep track of expenditures and all receipts will be submitted for approval.

- Potential receipt of a grant for \$150,000 to begin implementing a 9-12 charter high school.
- If successful, Harborside Academy will have the potential of acquiring \$150,000 of additional supplemental funds.
- Expenditures: extended year contracts for the purpose of teacher training and curriculum writing, purchase of materials and supplies (necessary for training), and technology equipment.

Recommendation:

At its May 8, 2007 meeting, the Curriculum/Program Standing Committee moved to forward this report to the School Board for their consideration. Administration recommends that the School Board grant approval to submit and, if approved, implement a DPI Charter School Implementation Grant for Harborside Academy.

Dr. R. Scott Pierce Superintendent of Schools Mr. Bill Haithcock Planning Principal, Harborside Academy

Mr. Tim Miller Executive Director of School Leadership

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

May 22, 2007

UPDATE ON PROPOSED HIGH SCHOOL REFERENDUM

Background:

The purpose of this report is to provide the Board an update on the activities related to the proposed high school referendum, and to obtain feedback from Board members on a conceptual plan for the project. The report will cover a proposed key date schedule reviewed by the Planning, Facilities, and Equipment (P/F/E) Committee at their April 3, 2007 meeting and a conceptual design and budget reviewed by the P/F/E Committee at their May 8, 2007 meeting.

Key Date Schedule:

One of the first things to consider is when to schedule the referendum question(s) vote. After a great deal of consideration and discussion, our recommendation is to have a spring 2008 referendum instead of one in fall of 2007. Despite the urge to hold the referendum as soon as possible to get the project started and completed as soon as possible there are several reasons as to why a spring election is a prudent choice. These reasons include:

- Developing a scope for this project is fairly complex to make sure the end result will meet our long-term needs as well as being very efficient so that funds are not wasted on what will be a large project. Therefore, we should not unnecessarily rush a premature completion of this important step.
- We also want to make sure that there are opportunities for public input on the scope and related costs before the Board votes on a final referendum scope and budget.
- The last major pre-referendum step is the actual referendum informational campaign. This is another step that we want to make sure is given an appropriate amount of time and effort. There are no guarantees that any referendum will be successful, but we can almost guarantee a failure if adequate time is not given to the informational campaign.
- Finally, we feel that an important lesson can be learned from the bid results of the Charles Nash and Durkee/Lincoln Replacement School projects. These are two comparable projects being constructed by the same general contractor, yet we saw a better bid climate for the second project than the first. There are a number of economic factors that are out of our control that affected this, but there was one factor that we think played some role and that is the timing of the bid process. A fall 2007 referendum would equate to an early summer bid schedule whereas a

spring 2008 referendum will equate to a possibly more favorable winter 2008 bid schedule.

Based on this, the proposed project timeline is:

- May 2007 Presentation of preliminary scope and budgeting estimate to School Board for discussion and comment.
- Summer 2007 Refine scope, develop concept plans, and prepare detailed cost estimates for the project. Work with City of Kenosha and Kenosha County to determine infrastructure requirements and related costs. Determine tax input of proposed referendum.
- September 2007 Obtain public input on proposed scope and project cost. Methods to obtain public input could include holding a public informational meeting(s), operating an on-line survey, and other forms of obtaining direct feedback.
- October/November 2007 Board approval of a referendum scope and budget and adoption of referendum ballot language.
- November 2007 through February or April 2008 Conduct informational referendum campaign.
- February or April 2008 Referendum Election (Depending on whether there is a February primary)
- Referendum Approval through November 2008 Conduct design committee process and develop construction documents.
- December 2008/January 2009 Conduct bid process
- Spring 2009 through Summer 2011 Project construction
- August 2011 Project complete

Project Update:

In order to develop an overall scope and budget, we have been working with District area experts to determine space needs and relationships of spaces. This effort should not be confused with the design committee process that will occur once the referendum has passed. The purpose of this effort is to develop square footages, types of space, etc. in order to develop a cost estimate. In order to develop an accurate cost estimate in a relatively short period of time, we have been addressing the project scope and space evolution in a logical sequence starting with those spaces that are largest in area and associated cost.

As part of this process, we have toured several new or remodeled high schools including Lakes High School in Lake Villa, Lake Geneva Badger High School, Wilmot Union High School, New Berlin West High School, Fond du Lac High School, and St. Joseph's High School. The tours allowed our area experts to get a better feel for sizes of spaces as compared to what exists at Bradford and Tremper as well as at Indian Trail Academy.

A preliminary scope and budgetary estimate was brought to the May 8, 2007 meeting of the P/F/E Committee for review. The core planning team of Dick Aiello, Pat Finnemore, John Setter, and Bray Architects presented a conceptual

space program, block plan and budgetary estimate at the meeting, and received feedback from the Committee members. We plan on making a similar presentation to the full Board at tonight's meeting to obtain additional feedback. There was an evolution to get to the point of the current conceptual planning documents which we will walk the Board through at the meeting.

The basic outline for the presentation is the following:

- 1. Brief overview of the current use of the ITA facility
- 2. Explanation of how minor enhancements to the existing building and the proposed additions could improve the efficiency of the existing building, and therefore reducing the size of the necessary addition
- 3. Overview of the space program needed to serve the existing students along with the boundary students
- 4. Review of a block diagram showing a rough concept plan for the expanded school
- 5. Discussion of a preliminary cost estimate and associated tax impact

Dr. R. Scott Pierce Superintendent of Schools

Patrick M. Finnemore, P.E. Director of Facilities

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Kenosha Unified School District No. 1 Kenosha, Wisconsin

May 22, 2007

Resolution Authorizing Further Actions Relating to the Trust For the Purpose of Providing For the Payment of Post-Employment Benefits, Including the Issuance and Sale of Notes (Not to Exceed \$20,000,000) and for the Purchase of One or More Credit Linked Secured Notes by the Trust and the Execution of Certain Documents by the School District

In August 2006, the Board of Education approved a program to begin funding the District's Other Post Employment Benefits (OPEB) liability. The updated Actuarial Study conducted this past summer projected an OPEB liability of \$243.4 million. Of this amount, \$126.3 million is the unfunded past service obligation.

The program consists of borrowing promissory notes through the OPEB Trust (secured with the moral obligation of the District if the collateralized value falls below 101% of the outstanding debt) and then investing the funds in Collateralized Debt Obligations (CDOs). The program has the commitment from Delphi Bank to lend the notes at LIBOR plus18 basis points (LIBOR + .18%) for at least a twelve month period. These borrowed funds are then invested at a rate higher than the borrowing rate. Kenosha Unified's program is set up to borrow and invest incrementally (every three months – March 20, June 20, September 20 and December 20) to mitigate investment risk (Mark-To-Market) and take advantage of potentially higher spreads.

In September, the Board approved \$17.5 million (\$9.5 million District funding and \$8.2 million Trust funding) as the first phase of the overall funding plan. In November, the Board approved another \$20 million of Trust funding. The last quarterly funding opportunity was in March and due to the spread (difference between the fixed borrowing rate and the investment rate) being less than our minimum acceptable spread, the Trust did not borrow at that time. The next funding opportunity is June 20th, with the ability to lock in the investment up to 30 days prior to the closing date. The potential amount that remains to be funded is \$205.9 million, based on the overall actuarially determined liability of \$243.4 million.

The District's Financial Advisor, from Robert W. Baird, informed the Audit, Budget, and Finance Committee at the May 8th meeting that the market climate is sufficient for a June 20th investment opportunity. Based on the initial projection of rates, it appears that the spread between the debt rate (LIBOR + .18%) and the investment rate will be significant enough (approximately LIBOR + 1.00%) to conduct a quarterly investment. The Committee recommended that an additional \$20 million of Trust borrowing be approved at the next Regular Meeting.

Administrative Recommendation

By a roll call vote, Administration requests that the Board of Education approve the Award Resolution authorizing the issuance and sale of general obligation bonds and authorize Board Officers and District Administration to execute any and all documents relating the sale of these refunding bonds.

R. Scott Pierce, Ed.D. Superintendent of Schools William L. Johnston, CPA Director of Finance

Eileen Coss Accounting Manager RESOLUTION AUTHORIZING FURTHER ACTIONS RELATING TO THE TRUST FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF POST-EMPLOYMENT BENEFITS, INCLUDING THE ISSUANCE AND SALE OF NOTES (NOT TO EXCEED \$20,000,000) AND THE PURCHASE OF ONE OR MORE CREDIT LINKED SECURED NOTES BY THE TRUST AND THE EXECUTION OF CERTAIN DOCUMENTS BY THE SCHOOL DISTRICT

WHEREAS, pursuant to resolutions adopted by this School Board, a trust (the "**Trust**") has been established for the payment of post-employment benefits to employees and former employees of the Kenosha School District No. 1 (the "**School District**"); and

WHEREAS, pursuant to resolutions adopted by this School Board, the Trust has executed various documents, including the following:

(a) an Indenture of Trust (the "**Trust Indenture**"), entered into between the Trust and The Bank of New York Trust Company, N.A., as trustee (the "**Indenture Trustee**"), pursuant to which the Trust has issued two series, and may issue further series, of asset-backed notes (the "**Notes**") payable from proceeds received under the assets and investments held in the funds established under the Trust Indenture;

(b) a Moral Obligation Contribution Agreement (the "**Contribution Agreement**"), entered into between the School District and the Trust, providing that under certain circumstances the Trust will ask the School District to make additional contributions to the Trust, and if that happens, then the School District will consider making the requested contributions; and

(c) a Right of First Refusal Agreement (the "**Right of First Refusal Agreement**"), entered into among the Trust, the School District, and DEPFA Bank, plc (the "**Purchaser**"), providing the Purchaser with a right of first refusal with respect to the purchase of additional Notes; and

WHEREAS, the School District now desires the Trust to proceed with an additional borrowing, and the Trust will require certain directions and authorizations from the School District to complete the borrowing; and

WHEREAS, drafts of various additional documents have been prepared, copies of which have previously been provided to the School District Clerk and included in the official records of this School Board, including the following:

(a) a Second Supplemental Indenture (the "**Supplemental Indenture**"), to be entered into between the Trust and the Indenture Trustee, which provides for the issuance of an additional series of Notes (the "2007A Notes"); (b) a Note Placement Agreement (the "**Placement Agreement**"), to be entered into among the Trust, the School District, and Robert W. Baird & Co. Incorporated (the "**Placement Agent**"), providing for placement of the 2007A Notes to one or more qualified institutional buyers by the Placement Agent and the payment by the Trust to the Placement Agent of a fee of 0.50% of the principal amount of the 2007A Notes; and

(c) a Note Purchase Agreement (the "**Purchase Agreement**"), to be entered into among the Trust, the School District, and the Purchaser, providing the terms and conditions pursuant to which the Trust will sell, and the Purchaser will purchase, the 2007A Notes, and providing representations, warranties, and covenants for the benefit of the Purchaser.

NOW, THEREFORE, BE IT RESOLVED by this School Board as follows:

Section 1. Direction to Undertake Borrowing and Make Investments.

This School Board authorizes and directs the Trust to issue, and sell to the Purchaser, the 2007A Notes in a principal amount not to exceed \$20,000,000, bearing an initial interest rate equal to the 3-month London Interbank Offered Rate plus 18 basis points and a maximum interest rate not to exceed the London Interbank Offered Rate plus 93 basis points per annum. This School Board further authorizes and directs the Trust to invest the proceeds (a) in one or more credit linked secured notes that bear interest at a variable rate not less than 80 basis points per annum in excess of the three-month London Interbank Offered Rate during the term of the 2007A Notes or (b) in such other investments as are permitted under law and also to assign the credit linked secured note(s) and other assets and investments to the Indenture Trustee to secure the payment of principal and interest on the Notes. This School Board authorizes the Director of Business Services of the School District to engage an investment advisor with respect to the purchase of credit linked secured notes.

Section 2. <u>Placement Agreement and Purchase Agreement</u>.

The forms of the Placement Agreement and the Purchase Agreement are hereby approved. The School District President and Clerk (or, if either officer is absent or incapacitated, then the Vice President in place of such officer) are hereby directed to execute, on behalf of the School District, the Placement Agreement and the Purchase Agreement, substantially in the forms of the drafts previously provided to the School District Clerk, with such revisions or completions to the drafts as the School District President and Clerk shall approve (and their execution of the Placement Agreement and the Purchase Agreement, respectively, shall be conclusive evidence of their approval to such revisions or completions).

Section 3. <u>Approval of Actions</u>.

All actions previously taken by the officers and agents of the School District or this School Board with respect to the additional borrowing by the Trust are hereby approved, confirmed, and ratified. The officers and agents of the School District are hereby authorized and directed, for and in the name and on behalf of the School District, to do any and all things and take any and all actions and execute any and all certificates, agreements, and other documents, which any of them may deem necessary or advisable to consummate the borrowing, in accordance with this Resolution.

Section 4. <u>Further Authorization</u>.

The officers, employees, and agents of the School District are authorized and directed to do any and all things reasonably necessary to complete the transactions approved by this Resolution, including (without limitation) (i) a consent to the issuance of the 2007A Notes, as contemplated by the Contribution Agreement, (ii) the payment of any fees and expenses incurred in connection with the issuance and sale of the 2007A Notes, and (iii) the appointment of the Indenture Trustee as a fiscal agent.

Section 5. <u>Findings and Determinations</u>.

This School Board hereby finds and determines that:

(d) the creation of the Trust, the borrowing by the Trust, and the execution and delivery by the School District of the Contribution Agreement, the Right of First Refusal Agreement, the Placement Agreement, and the Purchase Agreement serve a public purpose, namely, to help provide for the payment of post-employment benefits to employees and former employees of the School District;

(e) the investments authorized hereunder are long-term investments that will benefit the School District by providing in part for the long-term liabilities represented by the post-employment benefits; and

(f) the investments authorized hereunder are appropriate for such purposes even though they may not be specifically authorized under the School District's investment policy, which is primarily designed to address the short-term investment of idle funds.

To the extent the investment policy does not specifically authorize the investments authorized hereunder, these findings and determinations and the authorizations hereunder shall control.

Section 6. <u>Conflict with Prior Acts</u>.

If any prior action of this School Board conflicts with this Resolution, this School Board hereby rescinds that action, but only to the extent necessary to eliminate any conflict.

Section 7. <u>Severability</u>.

If a court holds any provision of this Resolution to be illegal or invalid, the illegality or invalidity will not affect any other provision of this Resolution.

Section 8. <u>Effective Date</u>.

This Resolution takes effect upon its adoption in the manner provided by law.

Adopted: May 22, 2007.

(SEAL)

School District Clerk

Kenosha Unified School District No. 1 Kenosha, Wisconsin

May 22, 2007

Resolution Authorizing the Borrowing of not to Exceed \$20,000,000; and Providing for the Issuance of Taxable General Obligation Promissory Notes Therefor

At the May 8th Audit, Budget, and Finance Committee, the District's Financial Advisor, from Robert W. Baird, introduced a new approach to mitigate the mark to market risk that is inherent in this investment program to fund the District's Other Post Employment Benefits (OPEB) liability. Under the current program, the District (not the Trust) has a moral obligation to borrow funds to make the quarterly interest payments and the principal at the end of the borrowing term (7 years), if the Trust does not have sufficient assets to repay the debt.

This obligation to contribute funds would only occur if the current value of the Trust falls below 101% of the outstanding Trust borrowing. Initially, when the total OPEB liability was thought to be \$126 million, the District borrowed \$9.5 million to add to the Trust investment increasing the Trust's collateralized value to approximately 170%. The current value of the Trust is 130% based on the most recent (December) borrowing into the Trust and March Mark-to-Market valuation.

If the Trust continues to borrow funds and the Mark-to-Market risk increases, the District may be required to add more funds to the Trust to get the value back to an acceptable position. In lieu of actually borrowing funds, Delphi Bank has agreed to issue a Standby Note Purchase Agreement (SPA). This agreement is similar to a letter of credit that allows the District to issue general obligation notes in the future, if needed. The amount of the SPA will count toward the Trust valuation. The cost of the SPA is 10 basis points per year and the amount of the SPA (\$25 million will cost \$25,000) compared to the actual debt service payment that would be substantially higher.

The Audit, Budget and Finance Committee recommended that the District begin the thirty (30) day petition period associated with this type of borrowing at the May 22^{nd} Meeting. Attachment A is the resolution authorizing the issuance and sale of the general obligation promissory notes in an amount not to exceed \$20 million. The Board must pass this resolution to start the thirty (30) day petition period as stipulated in State Statue 67.12 (12). If the required number of signatures (at least 7,500) is not obtained within the thirty (30) day period, the District is authorized to sell the notes.

Administrative Recommendation

By a roll call vote, Administration requests that the Board of Education concur with the Audit, Budget and Finance Committee's recommendation and approve the Resolution authorizing the issuance and sale of taxable general obligation promissory notes and authorize Board Officers and District Administration to execute any and all documents relating the sale of these refunding bonds.

R. Scott Pierce, Ed.D. Superintendent of Schools William L. Johnston, CPA Director of Finance

Eileen Coss Accounting Manager

RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED \$20,000,000; AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION PROMISSORY NOTES THEREFOR

WHEREAS, by resolution adopted on July 24, 2006, this School Board authorized the issuance of not to exceed \$9,500,000 of taxable general obligation promissory notes by the Kenosha School District No. 1, Kenosha County, Wisconsin (the "District") for the purpose of funding a portion of the cost of providing certain post-employment benefits to the District's employees and former employees, which are referred to for the purpose of financial accounting as "other post-employment benefits" (the "OPEB Costs"); and

WHEREAS, it is necessary to authorize the raising of additional funds by the District for the purpose of funding a portion of the OPEB Costs, and there are insufficient funds on hand to pay said costs; and

WHEREAS, the District hereby finds and determines that funding the OPEB Costs is within the District's power to undertake and serves a "public purpose" (as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes); and

WHEREAS, a school district is authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for any public purpose (as so defined).

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

<u>Section 1.</u> <u>Authorization of the Notes.</u> For the purpose of funding a portion of the OPEB Costs, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of not to exceed TWENTY MILLION DOLLARS (\$20,000,000) and the District's taxable general obligation promissory notes shall be issued in evidence thereof.

<u>Section 2.</u> <u>Notice to Electors.</u> Pursuant to Section 67.12(12)(e)2 of the Wisconsin Statutes, the District Clerk shall, within ten (10) days of adoption of this Resolution, cause public notice of such adoption to be given to the electors of the District by publishing a notice in the <u>Kenosha News</u>, the official newspaper of the District. The notice to electors shall be in substantially the form attached hereto as <u>Exhibit A</u> and incorporated herein by this reference.

<u>Section 3.</u> <u>Prior Resolutions; Severability; Effective Date.</u> All prior resolutions, rules or other actions of the District or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 22nd day of May, 2007.

District President

Attest:

District Clerk

(SEAL)

[TO BE PUBLISHED NO LATER THAN JUNE 1, 2007]

EXHIBIT A

NOTICE TO THE ELECTORS OF THE KENOSHA SCHOOL DISTRICT NO. 1 KENOSHA COUNTY, WISCONSIN

NOTICE IS HEREBY GIVEN that the School Board of the above-named School District, at a regular meeting duly called, noticed, held and conducted on the 22nd day of May, 2007, adopted a resolution entitled:

RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED \$20,000,000; AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION PROMISSORY NOTES THEREFOR

Said Resolution was adopted pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to authorize a borrowing for the purpose of funding a portion of the cost of providing certain post-employment benefits to the District's employees and former employees, which are referred to for the purpose of financial accounting as "other post-employment benefits" (the "OPEB Costs").

Copies of said Resolution and information regarding the OPEB Costs to be financed with the proceeds of the proposed Note issue are on file in the District Office located at 3600 52nd Street, Kenosha, Wisconsin 53144 and may be inspected weekdays except holidays, between the hours of 9:00 a.m. and 4:00 p.m.

Section 67.12(12)(e)2 of the Wisconsin Statutes provides in part that a referendum is required on the question of this borrowing if a petition is filed, within 30 days after this publication, by 7,500 District electors or 20% of the District electors voting for Governor at the last general election, whichever is the lesser.

Dated this 22nd day of May, 2007.

BY THE ORDER OF THE SCHOOL BOARD

Marc Hujik District Clerk Published the _____ day of _____, 2007 in the <u>Kenosha News</u>.

mw1316787_1

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 REGULAR BOARD MEETING Kenosha, Wisconsin

May 22, 2007

<u>STUDENT USE OF INTERNET SYSTEM – POLICY, RULE AND</u> <u>ADMINISTRATIVE REGULATION 6633</u> <u>And</u> <u>ELECTRONIC COMMUNICATION (PERSONNEL) – POLICY AND RULE 3535</u>

Students and staff throughout the District have access to the District Internet System and use in accordance with the established standards and benchmarks. Policy, Rule and Administrative Regulation 6633, Student Use of Internet System and Electronic Communication (personnel) Policy and Rule 3535 has been reviewed and updated by the departments of Instructional Media & Technology and Information Services. These changes reflect the current capabilities and guidelines for both staff and students.

The Personnel and Policy Committee reviewed Policy, Rule and Administrative Regulation 6633, and Student Use of Internet System and Electronic Communication (personnel) Policy and Rule 3535 on April 3, 2007, and forwarded it to the full Board on April 23, 2007 for a first reading and May 22, 2007, for a second reading. One change was made to Rule 3535 [and/or] under section A, number 2.

Administrative Recommendation:

Administration recommends that the Board approve Policy, Rule and Administrative Regulation 6633, and Student Use of the Internet System and Policy and Rule 3535, Electronic Communication (personnel) for a second reading on May 22, 2007.

Dr. R. Scott Pierce, Ed.D. Superintendent of Schools

Kathleen M. Barca Executive Director of School Leadership

Dr. Edie Holcomb Executive Director of Curriculum and Instructional Services

Suzanne Chernik Instructional Media & Technology

Dan Honore Director of Information Services

School Board Policies Rules and Regulations

POLICY 6633 STUDENT USE OF INTERNET SYSTEM ELECTRONIC INFORMATION, SERVICES A NETWORK

Students in the District may have access to and use the District Internet system at school in accordance with established teaching and learning guidelines. The schools support and respect each family's right to decide whether or not to apply for independent access.

Student use of the Internet shall be viewed as a privilege not a right. School Internet access will be used for educational and research purposes, consistent with the educational objectives of the District. Students should understand that Internet access, including electronic mail (E-mail), are not guaranteed to be private and may be monitored by District staff if there is reason to suspect that they are violating state and federal laws and to see that they are being used in accordance with Board policy and the District's Internet system user rules and regulations.

LEGAL REF.: Wisconsin Statutes

Sections 120.12(1) [Board duty; care and control of school district property]

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

- 121.01(1)(h) [Instructional materials standard]
- 943.70 [Computer crimes]
- 947.0125 [Unlawful use of computerized communication systems]
- **U.S.C. 17**, Federal Copyright Law [Use of copyrighted materials]

Children's Internet Protection Act [Online safety]

Neighborhood Children's Internet Protection Act [Online safety] Children's Online Privacy Act [Online privacy protection]

CROSS REF.: 3535, Electronic Communications

3531.1, Copyrighted Materials

- 3811, Use of District-Owned Technology Equipment by Employees Off District Premises
- 5111, Student Harassment/Hate
- 5430, Student Conduct and Discipline
- 5437, Threats and/or Assaults by Students
- 6110, Instructional Program Mission and Beliefs
- 6210, Core Values
- 6470, Student Records
- 6600, Instructional Resources
- 6610, Selection of Instructional Materials
- 6620, Library Resources
- 6634, Assistive Technology

ADMINISTRATIVE REGULATIONS: 6633, Student Use of Internet System Use Procedures Guidelines

AFFIRMED: November 28, 1995

REVISED: January 29, 2002

| Kenosha | Unified School District No. 1 | |
|----------|-------------------------------|--|
| Kenosha, | Wisconsin | |

School Board Policies Rules and Regulations

RULE 6633 STUDENT USE OF INTERNET SYSTEM ELECTRONIC INFORMATION, SERVICES A NETWORK

General school rules for behavior and communications apply, including the District's anti-harassment policies. Also, students shall abide by District guidelines governing Internet safety and acceptable use. Misuse of Internet access may result in loss of Internet use privileges and school disciplinary action may be taken. Appropriate legal action may also be taken against students performing illegal acts on the Internet.

Making Internet access available to students carries with it the potential that some students might encounter information that some have identified as controversial and of potential harm to students. Because information on the Internet appears, disappears and changes, it is not possible to predict or reliably control what information students may locate. However, Internet resources are viewed as educational resources like textbooks and library materials and they are subject to the same selection criteria as accorded other educational materials. The District has installed software that is intended to **protect against access to visual depictions that are obscene, child pornography or harmful to minors and to** filter out Internet sites that serve no educational or research purpose and do not conform to accepted instructional material selection criteria as outlined in District policy and procedures. This should not be construed by the public to mean that students may not encounter objectionable material on the Internet as accessed via District facilities. District staff will make every reasonable effort to filter unsuitable sites, but they will not be able to do this with all sites.

School library media specialists and teachers will work together to help students develop the intellectual skills needed to discriminate among information sources, to identify information appropriate to their age and developmental levels, and to evaluate and use information to meet their educational goals. Parents, guardians and caregivers are responsible to set the standards that their children should follow when using the Internet outside of the school.

The Board authorizes the Superintendent to provide appropriate procedures for implementing this policy and for reviewing and evaluating its effect on instruction and student achievement.

ADMINISTRATIVE REGULATION

ADMINISTRATIVE REGULATION 6633 STUDENT USE OF INTERNET SYSTEM GUIDELINES

- 1. All use of the Internet must be in support of education and research and consistent with the mission and strategic goals of the District.
- 2. All users of the District's Internet system will be granted free and equal access to as many network services as their technology allows. Exploration of the Internet is encouraged relative to the purposes of the District's Internet system.
- 3. Internet accounts are to be used only by the authorized owner of the account for the authorized purposes.
- 4. All communications and information accessible via the Internet shall be assumed to be copyrighted.
- 5. No use of the Internet shall serve to disrupt the use of the Internet by others; hardware or software shall not be destroyed, modified or abused in any way.
- 6. The illegal installation of copyrighted software for use on District computers and file servers is prohibited.
- 7. Use of the Internet to develop programs to infiltrate a computer or computing system and/or damage the software, components of a computer or computing system is prohibited.
- 8. Use of the Internet to access and/or distribute objectionable and/or obscene material, **child pornography or other material that is harmful to minors** or to promote gang-related, racist or other inappropriate activities that serve no valid educational purpose is prohibited.
- 9. Space on the Internet server to store mail and other user files is limited. Users will be required to save mail on floppy disks, as user mail will be deleted periodically. Users will be contacted if they are storing unusually large files.
- 10. From time to time, the District will make a determination on whether specific uses of the Internet are consistent with the acceptable use practice. The District reserves the right to log Internet use and to monitor fileserver space utilization by users while respecting the privacy of user accounts.
- 11. Any use of the Internet for illegal activity is prohibited.
- 12. The District's Internet system is for educational use only. Commercial uses of the District's system are strictly prohibited.
- 13. The District reserves the right to deny access to a user on the Internet to prevent further unauthorized activity.
- 14. Users are expected to abide by the generally accepted rules of Internet etiquette and abide by established

Internet safety rules. These include but are not limited to the following:

- Be polite. Do not impede others' access to the Internet.
- Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
- Do not reveal personal addresses, phone numbers or passwords of students, teachers or others.
- Note that electronic mail (e-mail) accounts, including e-mail and network storage areas, are not guaranteed to be private. People who operate the system do have access to all mail, files and communications. Messages relating to or in support of illegal activities may be reported to the authorities.
- 15. General school rules for behavior and communications apply to use of the Internet, including District anti-harassment policies.

School Board Policies Rules and Regulations

POLICY 3535 ELECTRONIC COMMUNICATION (Personnel)

The District provides electronic communication tools to enhance productivity and enable employees to achieve an efficient, high quality educational environment. Electronic communication refers to all aspects of voice, video and data communications including, but not limited to voice mail, e-mail, EDI (Electronic Data Interchange), fax, Internet, etc.

Available Internet networking resources are limited and should be used for District-related purposes. Good judgment should be used to avoid wasteful practices. All employees must abide by Board policies and rules with respect to District and personal use, access and security of the District's electronic communication tools and observe all applicable laws, including copyright

The District's electronic communications tools are considered District assets, and while the District respects the privacy and security needs of all individuals, authorized District representatives may access these assets for legitimate District-related reasons. An employee's use of such tools shall constitute consent to such access The District shall notify individuals when it accesses their electronic files.

Failure to comply with the terms of this policy and its implementing rules will result in disciplinary action being taken against the user. Such action shall be in accordance with Board policy regarding employee discipline.

Employees shall be notified of this policy and its' implementing rule annually through the Office of the Superintendent and it's implementing rules annually

LEGAL REF .: Wisconsin Statutes

Sections 118.125 [Confidentiality of student records]

120.12(1) [Board duty; care, control and management of district property]

947.0125 [Prohibited conduct via electronic communication systems]

943.70 [Computer crimes]

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

Children's Internet Protection Act [On-line safety]

Federal Family Educational Rights and Privacy Act [Confidentiality of student records]

CROSS REF: 1240, Access to Public Records

3531.1, Copyrighted Materials

3811, Use of District-Owned Technology Equipment by Employees Off School Premises

4111, Employee Harassment

4224, Employee Code of Ethics

4260, Personnel Records

4362, Employee Discipline

6120, Core Values

6470, Student Records

6633, Student Use of Internet System
School Board Policies Rules and Regulations

POLICY 3535 ELECTRONIC COMMUNICATION (Personnel) Page 2

ADMINISTRATIVE REGULATIONS: 3535 Electronic Communications

AFFIRMED: November 23, 1999

REVISED: April 24, 2000 October 28, 2003

RULE 3535 ELECTRONIC COMMUNICATION (Personnel)

- A. District/Personal Use of Electronic Communication Systems
 - 1 All electronic and telephonic systems and communications transmitted by, received from or stored in **on** the District Internet server storage devices are the property of the District.
 - 2. The District reserves the right to inspect **and**/or monitor messages and materials transmitted over all communications media, including the monitoring of Internet connect time and sites accessed Information services staff members are not authorized to access, open or delete individual files, mailboxes, messages or other electronic transactions unless authorized in writing by the Superintendent/designee or the individual owner of the file information. The District shall provide written notice to individuals within 48 hours each and every time such access occurs. Such notice shall include the probable cause justifying access and any changes made to an individual's electronic file.
 - 3. All electronic communication tools are to be used for District-related purposes, and employees must use these in accordance with their access privileges. Personal use of these tools is allowed only if it:
 - Is incidental in nature,
 - · Does not interfere with the District's business/is not detrimental to the District,
 - · Does not affect productivity, quality or constituent service,
 - Does not create a conflict of interest,
 - · Does not contribute to a personal financial gain,
 - · Does not use a significant amount of computing or network resources,
 - Does not conflict with the District's rules for acceptable use of electronic communications tools, and
 - Does not constitute an illegal activity, including, but not limited to: copyright violations; modification, acquisition of or access to passwords, files, accounts or other electronic information that belongs to another person; use of the system(s) to harass, threaten or interfere with the business of others; or downloading, displaying or printing of distasteful or offensive materials, including without limitation "adult," racist or hateful materials or visual depictions that are obscene or child pornography. It is within the District's sole discretion to determine what is distasteful, offensive or has the potential of causing the creation of a "hostile" work environment.
 - 4. District employees shall not include their District e-mail address on personal commercial business cards. District employees who are involved in a personal business that requires access to an e-mail account must contract with a commercial Internet provider.
 - 5 The use contents of e-mail signatures is restricted to the following: employee name, title, school/department name, school building address, school telephone number, fax number, e-mail address and District or school mission. The signature should will not include any personal or commercial business logos, addresses or phone numbers, nor should it include any slogans, quotes, e-mail or Web hotlinks.
 - 6. District Internet server storage for electronic communications is limited to 5-100MB. Anything in excess should be deleted or kept on the local workstation.
 - 7. Processes that consume excessive system resources or that are objectionably degrading system response and network access may be terminated without warning by system staff. If an employee wishes to conduct an activity related to the mission of the District that will consume a significant amount of system resources, he/she should contact the system staff to alert them to the activity and to attempt to schedule the activity at a time when it will have the least impact on other District use of the system resources. Internal and external e-mail transfer sizes should be limited to 5-10MB per

RULE 3535 ELECTRONIC COMMUNICATION (Personnel) Page 2

message. Messages larger than **510**MB, including attachments, will not be sent They will need to be compressed or sent another way

- 8. The transmission of chain letters, jokes and cartoons is strictly prohibited.
- 9. The standard Internet account naming convention is first initial of first name plus first seven characters of last name@kusd.edu. The alternate form is first two initials of first name plus six characters of last name @kusd.edu, i.e.; jweather@kusd.edu or jaweathe@kusd.edu.edu.
- 9. Access to personal email accounts such as yahoo, gmail, hotmail, etc. is not allowed and is blocked by the District's filtering software.
- 10. Software installed on District computers must be related to the District's educational mission and/or the individual's academic work. Downloading/installing of screen savers, wallpaper, gadgets, widgets, utilities, and games without the prior written consent of Information Services is prohibited.
- B. Authorized Access/Security/Privacy
 - 1 Generally, the internal safeguards established by the District, and the use of passwords, are designed to protect the confidentiality of information exchanged over these electronic communications networks. These safeguards are not foolproof and employees should, therefore, be aware that there is no guarantee of confidentiality.
 - 2. The primary responsibility for ensuring the confidentiality of personal communications lies with the employee Employees should use **strong** passwords to prevent unauthorized access to files, and should observe procedures that prevent others from viewing materials on screen. **Strong passwords are 10 to 14 characters long and contain upper case and lower case letters, numbers and special characters such as # and !.** Employees should log out of their account(s) whenever they leave the office for the evening or for an extended period of time and, where applicable, laptop/notebook computers should be secured when not in use. Employees should never share or divulge their system's password(s) as they may be held liable for any access by their secured password account even if the actions were undertaken by another individual.
 - 3. Abuse of access privileges or passwords by unauthorized entry into another employee's system or files or into the District's internal or external networks, or the distribution of messages or materials that are not consistent with the policies for appropriate workplace conduct, is subject to appropriate disciplinary action. If the abuse of access privileges is illegal, the violator may be subject to legal penalties.
 - 4. Employees shall not use the mailbox of another employee for transmitting a message that appears to be from that staff member Changing the content of forwarded messages without the consent of the originator of the message is prohibited. Likewise, attempting to access the voice mail or e-mail messages of another employee, without their consent or authorization, is prohibited.
 - 5 The use of external communications, such as Internet, are not secure and information communicated may be intercepted and accessed illegally. Therefore, users should take the following precautions to protect against security violations:
 - Never transmit or discuss sensitive information
 - Never give access or passwords to anyone internally or over the Internet
 - Never use another employee's Internet account
 - 6. Employees must run a virus check on all files downloaded from the Internet. Executable (.exe), batch (.bat) files, or .hqx files downloaded via the Internet, should be for District-related purposes and within the scope of the employee's assigned responsibilities.

| Kenosha Unified School District No. 1 | School Board Policies |
|---------------------------------------|-----------------------|
| Kenosha, Wisconsin | Rules and Regulations |

RULE 3535 ELECTRONIC COMMUNICATION (Personnel) Page 3

- 6. The confidentiality of student record information is protected by the Family Educational rights and Privacy Act (FERPA) and the state student records law. Designated school officials may review electronic transactions to ensure that systems are being used properly. Confidentiality shall be maintained in accordance with the District's student records policy and procedures and applicable legal requirements. Student records and communication between students and faculty/staff is protected by the Family Educational Right to Privacy Act (FERPA). Among the exceptions to FERPA, Kenosha Unified School District No. 1 administrators may review electronic transactions to ensure that systems are being used properly. Certain data is confidential and must not be provided to any non-authorized person in any form. Confidential data includes but is not limited to: free and reduced lunch status, special education status, data protected by HIPPA and FERPA
- 7. District employees are prohibited from connecting non-District technology of any kind to any District network be it hard-wired or wireless.
- C. Use of Copyright Protected Materials See policy 3531.1 *Copyrighted Materials*
- 1. All District employees shall adhere to copyright restrictions for the use of print, multimedia, and/or electronic materials that are incorporated in publications, presentations, classroom instruction, or other uses within a school setting whether in print or electronic format. The use of all text, photographic, graphic or electronic materials for District purposes, including instruction, shall be guided by the copyright law of the United States of America and the "Fair Use Guidelines" (Section 107) contained within.

The fair use doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the fair use of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors to be evaluated in determining whether a particular use of a copyrighted work is considered fair use rather than an infringement of the copyright:

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes
- -The nature of the copyrighted work
- The amount and substantiality of the portion used in relation to the copyrighted work as a whole
- -The effect of the use upon the potential market for or value of the copyrighted work

It is the responsibility of each individual to understand the limitations of copyrighted materials and use them accordingly. Guidelines for interpreting "fair use" shall be available in the District Instructional Media Center and in each school library.

2. The computer operating systems and all desktop software are copyright protected and are governed by individual software license agreements that define the conditions of use and restrict the number of copies that may be retained and/or used at any given time. All software loaded on an individual computer or file server must be in compliance with the license agreement. The person responsible for the unit is responsible to make certain that no unauthorized software is loaded on the equipment.

School Board Policies Rules and Regulations

RULE 3535 ELECTRONIC COMMUNICATION (Personnel) Page 4

D. System Security After Employment

When an employee leaves the District for any reason, the immediate supervisor must:

- 1 Notify the appropriate phone and system administrators to delete the employee's name and passwords from the systems at the earliest possible time after the employee departs
- 2. Notify Information Services to have the computer reconfigured for replacement staff.

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 REGULAR BOARD MEETING Kenosha, Wisconsin

May 22, 2007

<u>SCHOOL BOARD POLICY 5431 – STUDENT DRESS CODE</u>

The Board is committed to providing students with an educational environment that is safe and conducive to learning free from distractions. The District retains the right to monitor and take action when such distractions, in the sole judgment of the District, present a health or safety hazard, or disrupt classroom settings or decorum.

A student dress code will be implemented for all students PK-12. All students shall wear the approved school attire unless the parent or guardian has requested an exemption from the policy related to religious beliefs or a medical condition.

A student dress code committee composed of administrators, teachers, parents and students was formed to review and update Policy 5431 – Student Dress Code. Meetings were held on March 14, 21 and 28, 2007. This committee is composed of the following members:

| Name | Title | Name | Title |
|------------------|-----------------------|-----------------|-----------------------|
| Zach Allsert | High School Student | Sarah Ceschin | High School Student |
| Kathleen Barca | Executive Director | Pam Black | Teacher |
| Carl Bryan | High School Student | Patricia Demos | District Liaison |
| Jenna Chiappetta | High School Student | Nicole Cremona | High School Student |
| Jon Estep | High School Student | Shane Gayle | Assistant Principal |
| Michelle Goettge | High School Student | Michael Hinder | High School Student |
| Bridget Holtz | High School Student | David Jensen | High School Student |
| Curtis Jones | High School Student | Lori Jozefiak | Parent |
| Steve Labedz | High School Student | Tom Lampada | High School Student |
| Alex Martinelli | High School Student | Alex Roberson | High School Student |
| Regina Scheppa | Parent | Horace Staples | Parent – PTA Officer |
| Nancie Wright | Social Worker | Bill Haithcock | High School Principal |
| Hansel Lugo | High School Counselor | Sandra Holdeman | Elementary Parent |

The Personnel and Policy Committee reviewed Policy and Rule 5431 on November 14, 2006 and January 9, 2007 and recommended sending it to the full Board on January 23, 2007 for further discussion. The Board instructed that this policy be referred back to the Personnel and Policy Committee on May 8, 2007. The policy was discussed at the May 8 committee meeting and forwarded to the May 8 Special Board meeting for a first reading. The Board suggested changes and recommended the revised policy and rule be brought back for a second reading on May 22, 2007.

Administrative Recommendation:

Administration recommends that the Board approve the further revised Policy and Rule 5431 – Student Dress Code as a second reading.

| R. Scott Pierce, Ed.D. | Kathleen M. Barca |
|---------------------------|---|
| Superintendent of Schools | Executive Director of School Leadership |

School Board Policies Rules and Regulations

REVISED DRAFT - MAY 22, 2007

POLICY 5431 STUDENT DRESS CODE

The Kenosha Unified School District Board is committed to providing students with an educational environment that is safe and conducive to learning free from distractions. The District retains the right to monitor and take action when such distractions, in the sole judgment of the District, present a health or safety hazard, or disrupt classroom settings or decorum.

Commencing with the 2007-2008 school year, the Kenosha Unified Schools shall institute a student dress code for all students K-12. All exceptions to this policy and rule, **based on religious beliefs or medical conditions**, requested by the parent or guardian must be documented and approved by the Superintendent/designee.

LEGAL REF.: Wisconsin Statutes

Sections: 118.001 Duties and powers of school boards; construction of statutes 20.13(1)(a) School board powers First Amendment, U.S. Constitution

CROSS REF.: 5431.1 School Uniforms 5438 Gangs and Gang-Related Activities

AFFIRMED: August 13, 1991

REVISED: January 11, 1994 September 9, 1997

REVISED DRAFT - MAY 22, 2007

RULE 5431 STUDENT DRESS RULES-CODE

All students are expected to exemplify appropriate hygiene and dress standards in a manner that projects an appropriate image for the student, school, and District. The District shall not require specific brands of clothing. No student shall be permitted to wear any clothing which is normally identified with a gang or gang-related activity (including gang-related colors if for purposes of gang identification), or clothing that contains pictures and/or writing referring to alcoholic beverages, tobacco products, sexual references, profanity, illegal drugs, bigoted epithets, harassment/hate messages, or messages of hostility toward race, ethnicity, religion, or sexual orientation. If there is a disagreement between students and/or parents and the staff regarding the appropriateness of clothing, the principal will make the final determination.

Students at the middle and high school levels will be required to wear student identification (I.D.'s) during the day and have them easily accessible during all school activities (academic, extra-curricular, co-curricular).

Bottoms (Slacks, pants, capris, shorts, skirts, jumpers, skorts, dresses)

All bottoms should **Must** be neat, clean and in appropriate repair, **no holes or tears**; All bottoms should **Must** be touching or extending above the belt line and appropriately fastened at the waistline and belts are required if necessary; Under**weargarments** must be covered at all times, when standing or seated; Dresses, skirts and jumpers must be mid-thigh length; Shorts and skorts must be at least fingertip length when standing; and Bottoms **M**ust fit appropriately and may not be more than one size larger, may not be extremely baggy, tight, or drag on the floor.

Tops (Shirts, blouses, sweaters)

Rounded, buttoned, collared or higher neckline on tops must cover chest at all times; Must be long enough to be tucked in, cover the mid-section and past belt line when seated; Must have long or short sleeves; Must be neat, clean and in appropriate repair, **no holes or tears**; and

Must fit appropriately and not be tight **or baggy**.

Footwear

Athletic shoes, laced shoes and/or shoe boots, loafers, dress shoes, or sandals

Inappropriate attire:

See through fabric without opaque fabric lining;

Bedtime attire, such as pajamas, undershirts or undergarments as outerwear;

Attire that may be considered weapons, including but not limited to chain belts or wallet chains; Jewelry, piercing, tattoos or similar artifacts that are obscene or may cause disruptions to the educational environment;

Hoods, hats, caps, bandanas, sweatbands, skullcaps, plastic hair bags, hair nets, hair curlers or dorags, except headwear worn for legitimate religious purposes;

House slippers, or any other type of footwear that could constitute a safety hazard;

Flip flops at the elementary and middle school level;

Athletic attire, shorts, shirts or pants, including sweatpants;

School Board Policies Rules and Regulations

REVISED DRAFT - MAY 22, 2007

RULE 5431 STUDENT DRESS **RULES-CODE** Page 2

Steel-toed boots or shoes; Any type of footwear with wheels; and Hobnails, spurs or cleats on belts, boots, or shoes are not permitted.

It shall be left to the discretion of the principal/designee whether or not a student is in compliance with the student dress code policy. Students who violate the rules for school attire will have the options to put on clothing that is appropriate, to contact parent or guardian to bring in appropriate clothing or to change into appropriate clothing and return to school. The principal/designee may call a conference with the parent/guardian, students and counselor to assist with compliance. Repeated violations of school attire rules will constitute disciplinary action.

School Board Policies Rules and Regulations

CURRENT POLICY POLICY 5431 STUDENT DRESS

The Board of Education recognizes that a student's individual dress is primarily a parental responsibility which should reflect concern for health and safety of the student and others, and to school property. When the dress of an individual student constitutes a health problem, seems to be unsuitable for school wear, is a physical danger to any person, or when the student's manner of dress or grooming causes a disruption or disturbance, the principal shall take appropriate action to correct the situation.

| LEGAL REF.: Wisconsin Statutes | | | |
|--------------------------------|----------------|---|---|
| | Sections: | 118.001Duties and powers of school boards; construction of statutes20.13(1)(a)School board powersFirst Amendment, U.S. Constitution | 3 |
| CROSS REF.: | 5431.1 5438 | School Uniforms Gangs and Gang-Related Activities | |

- AFFIRMED: August 13, 1991
- REVISED: January 11, 1994 September 9, 1997

CURRENT POLICY RULE 5431 STUDENT DRESS RULES

Specific rules governing student attire are as follows:

- 1. Hats, caps, gloves, and outer wearing apparel (coats and jackets) will not be worn in the classroom. (Principals may use discretion in waiving this regulation during inclement weather).
- 2. Shoes must be worn in the building.
- 3. Hobnails or cleats on belts, boots, or shoes are not permitted.
- 4. Any wearing apparel that can be damaging to school property is not permitted.
- 5. Examples of wearing apparel not allowed are: halter tops, fish net and tank tops; blouses, shirts or sweaters that do not completely cover the midsection; shirts with offensive or suggestive language/pictures; skirts which by their length are deemed inappropriate for school apparel; and shoes or boots that mark up the floors.
- 6. Shorts (excluding athletic or short shorts), culottes, clam diggers and other apparel of appropriate length which does not distract from the learning atmosphere will be permitted to be worn.
- 7. No student shall be permitted to wear any clothing which is normally identified with a gang or gang-related activity (inclusive of gang-related colors if for purposes of gang identification), or clothing that contains pictures and/or writing referring to alcoholic beverages, tobacco products, sexual references, profanity, illegal drugs, bigoted epithets, harassment/hate messages, or messages of hostility toward race, ethnicity, religion, or sexual orientation. If there is a disagreement between students and/or parents and the staff regarding the appropriateness of clothing, the principal will make the final determination.
- 8. Any other item of clothing not specifically mentioned above but by appearance would be materially or substantially disruptive to the learning atmosphere or contradictory to the spirit of the dress code will not be permitted.

Students who violate the rules for school attire will be sent home by the principal for appropriate wearing apparel. If such action is repeated, the principal will call a conference with the parent/guardian, students and counselor. Repeated violations of school attire rules may constitute grounds for suspension.

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

May 22, 2007

RATIFICATION OF THE KENOSHA EDUCATION ASSOCIATION (TEACHERS') COLLECTIVE BARGAINING AGREEMENT

The District Negotiations Team has reached a tentative agreement with the Kenosha Education Association (Teachers). The contract is scheduled for a ratification vote by the union membership on May 17, 2007.

ADMINISTRATIVE RECOMMENDATION

Assuming ratification by the union membership, it is recommended that the Board of Education ratify the proposed agreement between the District and the Kenosha Education Association (Teachers).

R. Scott Pierce Superintendent of Schools

Sheronda G. Glass Executive Director of Human Resources

William L. Johnston Director of Finance This page intentionally left blank

May 22, 2007

Resolution Authorizing the Issuance and Awarding the Sale of \$8,000,000 General Obligation Refunding Bonds; and Levying a Tax in Connection Therewith

On March 27, 2007, the District issued \$8 million of note anticipation notes to partially finance the construction of the new school to replace Durkee and Lincoln Elementary Schools. As has been communicated throughout the discussions regarding the replacement of these two (2) schools, the financing would occur through the issuance of general obligation promissory notes (within the Revenue Limits of the General Fund) with the debt repayment coming from the annual operating savings of combining the two (2) schools (approximately \$650,000 a year).

In order to ensure that the District's budget is not negatively impacted by the issuance of this debt, it was communicated in February that the ten (10) year notes would need to be reissued as twenty (20) year bonds in order to get the annual debt service down to \$650,000. The refunding scenario was shared with the Audit, Budget and Finance Committee at the May 8th Committee meeting and our Financial Advisor indicated that debt service rates are currently low and the District should consider refunding the notes now and not wait until later this summer (must be done by September). The Committee indicated a desire to pursue the refunding opportunity now and directed Administration to proceed with the sale of the bonds.

Administration and Robert W. Baird will accept bids on the refunding bonds the morning of May 22, 2007. Attachment A is a draft of the Award Resolution that the Board must approve to validate the sale of the notes. The final Award Resolution authorizing the borrowing, the results of the sale of the notes and then the placement of the investment will be distributed at the Board Meeting for consideration.

Administration's Recommendation

By a roll call vote, Administration requests that the Board of Education concur with the Committee and approve the Award Resolution authorizing the issuance and sale of general obligation bonds and authorize Board Officers and District Administration to execute any and all documents relating the sale of these refunding bonds

R. Scott Pierce, Ed.D. Superintendent of Schools William L. Johnston, CPA Director of Finance

Patrick Finnemore Director of Facilities

RESOLUTION AUTHORIZING THE ISSUANCE AND AWARDING THE SALE OF \$8,000,000 GENERAL OBLIGATION REFUNDING BONDS; PROVIDING THE FORM OF THE BONDS; AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, it is necessary that funds be raised by the Kenosha School District No. 1, Kenosha County, Wisconsin (the "Issuer") for the purpose of paying the cost of refinancing certain of its outstanding obligations, to wit: refunding the \$8,000,000 Note Anticipation Notes, dated April 17, 2007 (the "2007 Notes") (the "Prior Issue") (hereinafter the refinancing of the Issuer's outstanding obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said costs;

WHEREAS, the Issuer's governing body deems it to be necessary, desirable and in the best interest of the Issuer to refund the Prior Issue for the purpose of interest cost savings;

WHEREAS, the Issuer is authorized by the provisions of Chapter 67 of the Wisconsin Statutes to refinance its outstanding obligations;

WHEREAS, the Issuer's financial advisor, Robert W. Baird & Co., caused a notice of sale to be prepared and published in <u>The Bond Buyer</u> on May _____, 2007 and prepared and distributed an Official Notice of Sale and an Official Statement offering the Issuer's \$8,000,000 General Obligation Refunding Bonds, for public sale on May 22, 2007;

WHEREAS, sealed bid proposals were received as summarized on Exhibit D attached hereto; and

WHEREAS, it has been determined that the bid proposal submitted by ______, ____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Issuer. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Issuer that:

_____, _____, _____.

Section 1. Authorization of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Chapter 67 of the Wisconsin Statutes, the principal sum of EIGHT MILLION DOLLARS (\$8,000,000) from _____

| Section 2. | Award of the Bonds. The bid | |
|--------------------|-----------------------------|--|
| , | ,, (the "Pu | rchaser") is hereby accepted, said proposal |
| offering to purcha | se the Bonds for the sum of | |
| | DOLLARS (\$ |), plus accrued interest, resulting in a net |
| interest cost of | | |
| DOLLARS (\$ |) and a true interest | t rate of%. The Bonds shall bear interest |
| as follows: | | |

| Year | Principal Amount | Interest Rate |
|------|------------------|---------------|
| 2008 | \$160,000 | % |
| 2009 | 275,000 | |
| 2010 | 285,000 | |
| 2011 | 295,000 | |
| 2012 | 305,000 | |
| 2013 | 320,000 | |
| 2014 | 335,000 | |
| 2015 | 345,000 | |
| 2016 | 360,000 | |
| 2017 | 380,000 | |
| 2018 | 395,000 | |
| 2019 | 415,000 | |
| 2020 | 435,000 | |
| 2021 | 455,000 | _· |
| 2022 | 475,000 | |
| 2023 | 500,000 | |
| 2024 | 525,000 | |
| 2025 | 550,000 | |
| 2025 | 580,000 | |
| 2020 | 610,000 | |
| 2021 | 010,000 | _• |

Section 3. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be dated June 20, 2007; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered 1 and upward; and shall mature serially on April 1 of each year, in the years and principal amounts as set forth above. Interest is payable commencing on April 1, 2008 and semi-annually thereafter on October 1 and April 1 of each year.

<u>Section 4. Designation of Purchaser as Agent</u>. The Issuer hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

<u>Section 5. Redemption Provisions</u>. At the option of the District, the Bonds maturing on April 1, 2018 and thereafter are subject to redemption prior to maturity on April 1, 2017 or on any date thereafter, as a whole or in part from maturities selected by the District and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

<u>Section 6. Direct Annual Irrepealable Tax Levy</u>. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Issuer are hereby irrevocably pledged and a direct annual irrepealable tax sufficient for that purpose is hereby levied upon all taxable property of the Issuer. Said direct annual irrepealable tax shall be levied in the years and in the amounts as follows:

| Levy Year | Amount | Levy Year | Amount |
|-----------|--------|-----------|----------|
| 2007 | \$ | 2017 | \$ |
| 2008 | | 2018 | |
| 2009 | | 2019 | |
| 2010 | | 2020 | |
| 2011 | | 2021 | |
| 2012 | · | 2022 | ·• |
| 2013 | · | 2023 | ·• |
| 2014 | · | 2024 | ·••••••• |
| 2015 | · | 2025 | ·••••••• |
| 2016 | | 2026 | · |

The direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Issuer levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax hereinabove levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created by Section 8 hereof.

Section 7. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 8. Debt Service Fund Account. There is hereby established a fund account separate and distinct from every other Issuer fund or account to be designated "Debt Service Fund Account for \$8,000,000 Kenosha School District No. 1 General Obligation Refunding Bonds, dated June 20, 2007". There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 9. Refunding Fund; Arbitrage Covenant. The whole proceeds of the Bonds (the "Bond Proceeds") herein provided for (other than any premium and accrued interest which must be paid at the time of delivery of the Bonds into the Debt Service Fund Account created in Section 8 hereof) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Bonds.

The Bond Proceeds may be temporarily invested in legal investments until needed provided, however, that the Issuer hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable regulations including Sections 1.148-1 through 1.148-11 of the income tax regulations, as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised.

The Clerk, or other officer of the Issuer charged with responsibility for issuing the Bonds shall provide an appropriate certificate of the Issuer, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Issuer regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the date of delivery and payment for the Bonds.

Section 10. Additional Tax Covenants; Exemption from Rebate. The Issuer hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Clerk or other officer of the Issuer charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the Issuer as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Issuer to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The Issuer expects that the Bonds will qualify for the six month expenditure exemption from the rebate requirements of the Code.

Section 11. Persons Treated as Owners; Transfer of Bonds. The Issuer's Clerk or Treasurer shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Issuer at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Issuer has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the Issuer has executed such Letter of Representation and delivered it to the DTC on behalf of the Issuer.

Section 13. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the Issuer by the manual or facsimile signatures of the President and Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Issuer of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

<u>Section 14. Payment of the Bonds</u>. The principal of and interest on the Bonds shall be paid by the Treasurer or his or her agent in lawful money of the United States.

<u>Section 15. Redemption of the Prior Issue</u>. The Issuer hereby calls the 2007 Notes for redemption on September 4, 2007. The Issuer hereby directs the Clerk to cause a notice of redemption for the 2007 Notes to be given as provided in <u>Exhibit D</u> attached hereto.

<u>Section 16. Bond Insurance</u>. The Purchaser will obtain insurance upon the Bonds from ______, _____, _____, _____, _____("____"), which will issue its municipal bond insurance policy with respect to the Bonds. The Clerk or other officer of the Issuer charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the Issuer as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions and requirements of _____.

Section 17. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the Clerk will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Issuer or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or

invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 22nd day of May, 2007.

John David Fountain, Jr., District President

ATTEST:

(SEAL)

Marc Hujik, District Clerk

mw1318246_1

EXHIBIT B

| | UNITED STATES OF A | MERICA | |
|--|-----------------------------------|----------------|-----------|
| | STATE OF WISCO | NSIN | |
| | SCHOOL DISTRICT OF | KENOSHA | |
| | KENOSHA COUNTY, W | ISCONSIN | |
| REGISTERED | GENERAL OBLIGATION REFUNDING BOND | | |
| NO. R | | | |
| MATURITY DATE: | ORIGINAL DATE OF ISSUE: | INTEREST RATE: | CUSIP: |
| APRIL 1, 20 | JUNE 20, 2007 | % | 489836 |
| DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO. | | | |
| | | | |
| PRINCIPAL AMOUN | νT: | | _ DOLLARS |
| | (\$) | | |

KNOW ALL MEN BY THESE PRESENTS, that Kenosha School District No. 1, Kenosha County, Wisconsin (the "Issuer"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable commencing on April 1, 2008 and semi-annually thereafter on October 1 and April 1 of each year until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States. The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the Issuer's Treasurer. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Issuer's Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$8,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provision, issued by the Issuer pursuant to the provisions of Chapter 67, Wisconsin Statutes for the purpose of paying the cost of refinancing certain of its outstanding obligations, to wit: the \$8,000,000 Note Anticipation Notes, dated April 17, 2007, all as authorized by a resolution of the Issuer's governing body duly adopted by said governing body at a regular

meeting held on May 22, 2007. Said resolution is recorded in the official minutes of said governing body for said date.

At the option of the Issuer, the Bonds maturing on April 1, 2018 and thereafter are subject to redemption prior to maturity on April 1, 2017 or on any date thereafter, as a whole or in part from maturities selected by the Issuer and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Issuer exercises its option to redeem the Bonds prior to maturity, as long as the Bonds are in book-entry-only form, the Issuer shall give official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

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

This Bond is transferable only upon the books of the Issuer kept for that purpose at the office of the Issuer's Clerk or Treasurer. In the event that the Depository does not continue to act as depository for the Bonds, and the Issuer appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the Issuer's Clerk or Treasurer, in exchange therefor and upon the payment of a charge sufficient to reimburse the Issuer for any tax, fee or other governmental charge required to be paid with respect to such registration. The Issuer shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Issuer may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, Kenosha School District No. 1, Kenosha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified President and Clerk and to be sealed with the official or corporate seal, all as of the 20th day of June, 2007.

KENOSHA SCHOOL DISTRICT NO. 1 KENOSHA COUNTY, WISCONSIN

By:___

John David Fountain, Jr., President

(SEAL)

By:___

Marc Hujik, Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _______, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm) (Depository or its Nominee Name)

(Authorized Officer)

NOTICE: The above-named Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

mw1318278_1

EXHIBIT D

NOTICE OF REDEMPTION*

KENOSHA SCHOOL DISTRICT NO. 1 KENOSHA COUNTY, WISCONSIN \$8,000,000 NOTE ANTICIPATION NOTES DATED APRIL 17, 2007

NOTICE IS HEREBY GIVEN that the above-referenced issue has been called for redemption on September 4, 2007 (the "Redemption Date"):

The Depository Trust Company, New York, New York, is the securities depository for said Notes. The holders of said Notes will be paid the principal amount of the Notes plus accrued interest to the Redemption Date.

Said Notes will cease to bear interest on September 4, 2007.

By Order of the School Board

Marc Hujik, District Clerk

Dated May 22, 2007

To be sent to The Depository Trust Company, Call Notification Department, Muni Reorganization Manager, 711 Stewart Avenue, Garden City, New York 11530, the securities depository for the Notes, not less than thirty (30) days nor more than sixty (60) days prior to the Redemption Date by registered or certified mail, or overnight express delivery.

mw1318274_1

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

May 22, 2007

<u>Tentative Schedule of Reports, Events,</u> and Legal Deadlines for School Board <u>May-June</u>

<u>May</u>

- May 8, 2007 Standing Committee Meetings 6:00 and 7:00 P.M. and Special Meeting – 8:00 P.M. in ESC Board Meeting Room
- May 10, 2007 Special School Board Meeting 6:00 P.M. in ESC Board Meeting Room
- May 16, 2007 Half Day of School For Students Professional Development Half Day
- May 22, 2007 PR/Goals/Legislative Standing Committee 5:00 P.M. in Room 190B in Educational Support Center; Regular Board of Education Meeting – 7:00 in ESC Board Meeting Room
- May 28, 2007 Memorial Day No School

<u>June</u>

- June 12, 2007 Last Day of School for Students
- June 12, 2007 Standing Committee Meetings 6:00 and 7:00 P.M.
- June 13, 2007 Teacher Work Day
- June 26, 2007 Regular Board of Education Meeting 7:00 P.M. in ESC Board Meeting Room

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