



REGULAR MONTHLY BOARD MEETING

June 25, 2013

7:00 P.M.

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

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- I. Pledge of Allegiance
- II. Roll Call of Members
- III. Awards/Recognition
 - Resolution No. 294 – Resolution of Appreciation to David Gallo
- IV. Administrative and Supervisory Appointments
- V. Introduction and Welcome of Student Ambassador
- VI. Legislative Report
- VII. Views and Comments by the Public
- VIII. Response and Comments by Board Members (Three Minute Limit)
- IX. Remarks by the President
- X. Superintendent's Report
- XI. Consent Agenda
 - A. Consent/Approve Recommendations Concerning Appointments, Leaves of Absence, Retirements and Resignations Page 1
 - B. Consent/Approve Minutes of 5/21/13 and 6/11/13 Special Meetings and Executive Sessions, 5/21/13 and 6/3/13 Special Meetings and 5/21/13 Regular Meeting Pages 2-25

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XI. Consent Agenda - Continued

- C. Consent/Approve Summary of Receipts, Wire Transfers and Check Registers Pages 26-27
- D. Consent/Approve Policy and Rule 6633 - Student Technology Acceptable Use Pages 28-31 (Second Reading)
- E. Consent/Approve Policy and Rule 1212 – Non-English Language Version Printed Materials Pages 32-34 (Second Reading)
- F. Consent/Approve Policy and Rule 1520 – Notification of Materials and Literature to Students..... Pages 35-38 (Second Reading)
- G. Consent/Approve Policy and Rule 1220 – Cable Television Pages 39-41 (Second Reading)

XII. Old Business

- A. Discussion/Action KTEC Lease Extension Pages 42-65
- B. Discussion/Action 2013-14 Capital Projects Plan..... Pages 66-70
- C. Discussion/Action Energy Efficiency and Security Project Proposal..... Pages 71-78
- D. Discussion/Action Board Approved Fees For The 2013-2014 School Year Pages 79-86
- E. Discussion/Action FY14 Preliminary Budget Pages 87-93
- F. Discussion/Action Policy and Rule 6300 Curriculum Development and Improvement Page 94 (Second Reading)
- G. Discussion Board Room Technology Upgrades Pages 95-96

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XIII. New Business

- A. Discussion/Action Policy and Rule 8810
Rules of Order Pages 97-98
- B. Discussion/Action Initial Resolution Authorizing
General Obligation Bonds Pages 99-103
- C. Discussion/Action Policy and Rule 6432
Class Size Pages 104-105
- D. Discussion/Action Policy and Rule 3420
Purchasing Pages 106-108
- E. Discussion/Action Employee Handbook
(information not available at this time)
- F. Discussion/Action AST Compensation Policy Pages 109-110
- G. Discussion/Action Donations to the
District Page 111

- XIV. Other Business as Permitted by Law
Tentative Schedule of Reports, Events and Legal
Deadlines For School Board (June-July) Page 112

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

- XVI. Adjournment

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Kenosha Unified School District

Kenosha, WI

June 25, 2013

The Human Resources recommendations regarding the following actions:

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE	SALARY
Appointment	Plank	Scott	Teaching and Learning	Coordinator of Fine Arts	Administration	07/01/2013	1	\$87,921.00
Appointment	Benzaquen	Eitan	Hillcrest School	Principal	Administration	7/01/2013	1	\$92,123.00
Appointment	Pasterski	Jacob	Facility Services	HVAC-Mechanic	Service	06/24/2013	1	\$29.50
Early Retirement	Van Oss	Patricia	Reuther High School	English	Instructional	06/12/2013	1	
Early Retirement	Parent	Dubinda	Indian Trail Academy	Bilingual - Title 1	ESP	06/11/2013	1	
Early Retirement	Adam	Ursula	Washington Middle School	Special Education (IDEA)	ESP	06/11/2013	1	
Early, Early Retirement	Saskill	Richard	Forest Park Elementary	ESL - Other Language	Instructional	06/12/2013	1	
Early, Early Retirement	Willis	Sharon	Fine Arts	Music	Instructional	06/12/2013	0.8	
Resignation	Newman	David	School Leadership - Elementary	Elementary Principal	Administration	06/30/2013	1	
Resignation	Kasprowicz	Scott	Prairie Lane Elementary	Cross Categorical	Instructional	06/12/2013	1	
Resignation	Ho	Juanita	Bullen Middle School	Special Education	ESP	06/11/2013	0.5	
Resignation	Annina	Ralph	Bradford High School	Italian	Instructional	06/12/2013	1	
Resignation	Wirch	Kristin	Human Resources	Teacher on Leave	Instructional	06/12/2013	1	
Resignation	Yorgensen	Lauren	Fine Arts	Music	Instructional	06/12/2013	1	
Resignation	Heide-Waller	Paula	Fine Arts	Music	Instructional	06/12/2013	0.8	
Resignation	Mader	Mary	Jefferson Elementary School	Grade 1	Instructional	06/12/2013	1	
Resignation	Wawiorka	Nancy	Forest Park Elementary School	Kindergarten	Instructional	06/12/2013	1	
Resignation	Whyte	Pamela	School Leadership - Middle School	Assistant Principal	Administration	06/30/2013	1	
Resignation	Schmitz	Tina	Finance	Chief Financial Officer	Administration	06/30/2013	1	
Retirement	Patasius Jr	John	Facility Services	Asst Electronics Technician	Service	08/15/2013	1	

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A SPECIAL MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD MAY 21, 2013

A special meeting of the Kenosha Unified School Board was held on Tuesday, May 21, 2013, at 4:00 P.M. in the Board Meeting Room at the Educational Support Center. The purpose of the meeting was for Discussion on the Energy Efficiency and Security Project Proposal and Discussion on the Budget Process.

The meeting was called to order at 4:02 P.M. with the following members present: Mrs. Taube, Mr. Flood, Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman, Mr. Bryan, and Ms. Stevens. Dr. Hancock was also present.

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

Mr. Patrick Finnemore, Director of Facilities, presented the following information pertaining to the Energy Efficiency and Security Project Proposal submitted by Mr. Finnemore; Mrs. Tina Schmitz, Chief Financial Officer; Mrs. Sheronda Glass, Executive Director of Business Services; and Mr. Hancock, excerpts follow:

"2011 Wisconsin Act 32

2009 Wisconsin Act 28 was developed with the intent to provide a mechanism for school districts to fund quick payback energy efficiency projects outside their revenue limit and use the energy savings to "pay back" the funds used for the capital improvement. In almost all cases the projects implemented as a result of Act 28 were small (under \$100,000) projects with paybacks in the range of less than 2 years. 2011 Wisconsin Act 32 modified the law to include payment of debt service on bonds issued to finance the energy efficiency projects provided:

- The projects result in energy or operational cost reductions or avoidance,
- The projects are completed through the use of a performance contract as governed by State Statute 66.0133, and
- The bonds or notes used to finance the project are issued for periods not exceeding 20 years.

The original law was focused generally around smaller school districts that could not fund the smaller energy efficiency projects that KUSD implements every year. The change in the law provides an opportunity for KUSD to implement large energy efficiency projects that we would not otherwise be able to fund and/or projects that would not be funded for many years in a one or two year window.

Identification of Schools

In identifying schools to include for energy efficiency improvements, we selected the eight lowest EPA Energy Star Rated schools in the District and the only schools with a rating lower than 70. These schools and their Energy Star Ratings are:

- Bose – 68
- Forest Park – 48

- Grant – 64
- Grewenow – 53
- Harvey – 59
- Jeffery – 62
- Roosevelt – 64
- Vernon – 39

We decided to add Jefferson Elementary to the mix of schools because it is a sister school of Grant and the two schools have similar problems that can be corrected. Jefferson does have a different layout and a smaller footprint which helps with its Energy Star rating of 76.

Identification of Projects

Once the schools were identified, we reviewed all of our capital project, maintenance and energy data as well as performed a detailed walkthrough of each of the buildings to identify potential energy savings projects. Those projects were evaluated to determine the capital investment needed, potential energy savings, and other benefits related to each project. A detailed scope of work was developed for each school and that information is summarized in Attachment 2 of this report. The scope of work for each school differs due to the design and operation of the building, but in general the projects include:

- HVAC Systems – Boilers, ventilation systems, etc.
- HVAC Control Systems
- Lighting – Interior and Exterior
- Roofing
- Exterior Walls/Windows
- Creation of Vestibules at Entrances

The estimated cost for the projects at the nine schools is \$16,690,000 ranging from a low of \$816,812 for Jeffery Elementary to a high of \$3,095,409 for Vernon Elementary.

Performance Contracting

The least attractive component of the changes made by Act 32 was the performance contracting requirement. Performance contracting has two positive benefits, one it provides a financial guarantee of savings over the course of the life of the bond, and two it provides districts without the expertise on staff a means to implement these types of projects. The first benefit has some value, but in a 20-year bond, there is not a substantial amount of checks and balances with respect to the guarantee. The second is not of great value to KUSD since we have in-house capability of managing all phases of these types of projects. Our intent is to control the amount of services provided by the performance contractor to only those services required by law or would otherwise be more expensive through the use of a different consultant or contractor.

Impact on Major Maintenance Budget

One of the additional benefits of implementing an Act 32 project would be the opportunity to reduce the amount of major maintenance expenditures for some period of

time because of the number of projects included in this scope that would otherwise be funded by major maintenance. The traditional major maintenance budget for KUSD is \$2,000,000 per year with \$500,000 of that money being used to pay off the loan used to fund the Reuther masonry restoration project. We are proposing a reduction of the major maintenance budget of \$500,000 per year for 3-4 years. The second portion of this report provides a recommendation on how this money should be used for the benefit of our students, staff and public.”

Ms. Michele Wiberg, Director of Wisconsin Public Finance at PMA Financial Network, Inc., presented the following information pertaining to the Energy Efficiency and Security Project Proposal:

“Financing

As mentioned in (1.) above, 2011 Wisconsin Act 32 allows school districts to issue bonds or notes to finance the energy efficiency projects.

The proposed energy efficiency projects total \$16,689,540. If KUSD wishes to finance these projects with long-term debt, the debt can be issued under revenue limits in Fund 38. Debt issued in Fund 38 does not require a referendum, but does require a 30-day petition period. Further, if the maturity of the debt exceeds ten years, a Public Hearing is also required.

The process for issuing Fund 38 debt would begin with an Initial Resolution. Upon Board approval of the Initial Resolution, a Notice to Electors is published in KUSD’s official newspaper. Within 10 days of publication of the Notice, a Public Hearing is held for informational purposes. From the date of the Public Hearing, the electorate has 30 days to file a petition to stop the process. The petition must be signed by 20% of the school district electors (as determined by the number of voters at the last gubernatorial election), or 7,500 electors, whichever is less.

If no petition is filed, KUSD can issue the bonds to finance the projects. If the three parameters defined in 2011 Wisconsin Act 32 are met (as defined in (1.) above), the KUSD Board can levy for the debt service on the bonds outside revenue limits (energy efficiency exemption). The decision regarding the levy will be made on an annual basis, and future KUSD elected officials will make that determination.

On a preliminary basis, we are contemplating a 20-year bond issue with a “wraparound” structure. As shown on Attachment 4, this methodology attempts to minimize the tax impact by taking advantage of the future decreases KUSD’s debt service payments, which decrease slightly in 2016 (approximately \$700,000) and then dramatically in 2017 (a decrease of over \$5,000,000). This structure may make that annual decision easier as it likely will have a minimal impact on the overall tax levy.

Lastly, KUSD also has an opportunity to refinance the 2002 Bonds. As shown on Attachment 5, the estimated savings associated with the refinancing is over \$225,000, or approximately \$75,000/year in 2014-2016. To create efficiency in issuance costs, the refinancing could be done in conjunction with the energy efficiency financing.”

Mr. Finnemore concluded the presentation of the Energy Efficiency and Security Project Proposal with the following information:

"Key Activities and Time Line

- Initial Presentation to School Board – May 21st
- Committee Meeting Presentation – June 11th
- Budget Recommendation to Board; Approval of Initial Resolution – June 25th
- Issue RFP for Performance Contractor – June 26th
- Publication of Notice to Electors (within 10 days of adoption of Initial Resolution) – July 1st
- Public Hearing (within 10 days of publication of Notice) – July 9th
- 30-day Petition Period begins the day after the Public Hearing
- Final Approval by Board – August 13th
- Board approval, sale of bonds – August 27th
- Design & Implementation – Completion by September of 2015

School Security Proposal

One thing that we do not think everyone is aware of is the fact that not all of our schools have security cameras in them. Most of the schools that have cameras have purchased them using grant or private funds with the primary exception being new schools constructed after the year 2000. There are currently cameras in 23 schools and the Education Support Center, and 14 schools that do not have any cameras. Attachment 7 provides a summary of the camera status of each of the buildings.

There are several changes that we are proposing; the following is a brief description of each of these changes as well as a cost estimate for each of them.

Security Cameras: This improvement would install cameras and digital video recording systems at the 14 schools without any cameras and a number of schools with only a small number of cameras. Of the 14 schools without any cameras, 13 are elementary schools and 1 is a middle school (Lincoln MS). A detailed summary of the number of the cameras needed and the associated cost estimated is provided as part of Attachment 7. The estimated cost to provide a comprehensive camera system at all of our schools is \$190,800.

Security Camera Head End System: Currently the camera systems that we have in our schools are local to each school. The schools have digital video recording (DVR) systems that records the video fed into it from multiple cameras. The DVR systems can hold data for a varying amount of days depending on how many cameras feed into them and how much video is being collected. This allows the school at least a few days to look back on video footage if a situation is not recognized immediately. This type of system works fairly well for collecting data after the fact, but is not very useful during an emergency as the video is not available anywhere except in the school itself. As we have developed and installed systems, we have kept open the option of linking all of the systems together back to a server(s) that would be accessible by approved KUSD personnel and local enforcement. Attachment 8 provides a breakdown of the costs associated with implementing this type of system. This would include a one-time cost of \$259,725 and a reoccurring cost of \$15,000 per year for licensing fees. This type of system has become commonplace in schools and communities across the country and

would allow our local police and sheriff departments real-time access to all of the cameras in our schools in the event of an emergency.

Security Systems on One Common Software System: As mentioned earlier, we have a number of other security hardware devices in the district including card access systems for exterior and selected interior doors, door bells at a handful of elementary schools, and audio/video entry systems on the main exterior door(s) to our schools. These systems are managed by software programs. We currently have two different systems split fairly evenly amongst our buildings. Attachment 6 shows the breakdown of the two systems and an estimated cost to convert all of the buildings to the more sophisticated TAC system. The TAC system is the more logical choice as we have TAC building control systems in several schools for the HVAC systems. The estimated cost for this is \$162,000.

Addition of Door Bells at Elementary Schools: A handful of our elementary schools have door bells that ring in areas other than just the main office. This is especially useful for being able to keep the school locked after hours when parents are coming to pick up their children from the after school programs at the schools. The most typical locations where the doorbells ring are cafeterias or gymnasiums. This allows the parent to alert the after school program people that they are the door as opposed to keeping a door unlocked. The estimated cost to install a doorbell at every elementary school is \$2,250.

Phones in Every Classroom: Besides additional cameras, the other biggest request we get is to provide telephones in every classroom. The requests are not just for security reasons but having a phone in every classroom does provide a major improvement to just having the local intercom that communicates with the main office allowing for private conversations for security or other things such as student behavioral issues. Our standard design which has been installed in 10 schools and the ESC is a Voice over Internet Protocol (VoIP) system. Attachment 9 shows the current status of VoIP installation in the District as well as an estimated number of phones needed for the remainder of the schools. The estimated cost for VoIP installation in every school is \$800,000.

Instantaneous Mass Notification System: A number of schools and ESC staff have wanted a push button notification system in the main office/front desk to alert the rest of the building of an intruder. In researching the various options available, one product stood head and shoulders above everything else. This is a product called Singlewire InformaCast which can use push buttons, Voice over IP phones, computers (provided the software is up and running), and other electronic devices to initiate pre-recorded notifications. If we couple this with the VoIP and security camera head end system, we could have the ability to provide a warning from every classroom in the district as well as automatically pull up the nearest camera to where the warning was initiated. The system will also allow this information to be transmitted in real-time to the police and sheriff departments including in squad cars. We could either purchase the software for \$66,735 along with an annual maintenance agreement or lease for \$18,900 per year

Overall Cost Estimate:

- Camera Systems \$190,800
- Security Head-End System \$259,725
- Common Software System \$162,000
- Door Bells \$ 2,250
- VoIP Phones \$800,000
- Singlewire \$ 66,735/18,900
- Total One-Time Costs \$1,500,410
- \$15,000 in annual licensing fees

Our recommendation is to couple the security system upgrades with the Act 32 energy efficiency projects and associated reduction in the major maintenance budget. The \$500,000 per year reduction in the major maintenance budget would allow for the security upgrades to be implemented in a three-year period without the need to find a funding source within the general fund.”

Mr. Finnemore and Mrs. Wiberg answered questions from Board members.

Mrs. Tina Schmitz, Chief Financial Officer, gave a PowerPoint presentation on the Annual Budget Process which covered the following topics:

- Budget Governance;
- Budget Structure;
- Budget Development;
- Budget Alignment to Planning;
- Budget Development Timeline; and
- Impacts to the Timeline.

Mrs. Schmitz answered questions from Board members.

Meeting adjourned at 5:02 P.M.

Stacy Schroeder Busby
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD ON MAY 21, 2013

A special meeting of the Kenosha Unified School Board was held on Tuesday, May 21, 2013, 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 6:02 P.M. with the following members present: Mr. Flood, Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman, Mr. Bryan, and Ms. Stevens. Dr. Hancock was also present. Mrs. Taube arrived later.

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

Ms. Stevens announced that an executive session had been scheduled to follow this special meeting for the purpose of Reviewing the Findings/Orders of Independent Hearing Officers, Personnel: Position Assignments, and Property: Lease/Rental.

Mr. Nuzzo moved that the executive session be held. Mrs. Coleman seconded the motion.

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

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

Mrs. Taube arrived at 6:05 P.M.

1. Review of Findings/Orders by Independent Hearing Officer

Mr. Anderson Lattimore, Principal of Kenosha eSchool, arrived at 6:06 P.M. and provided Board members with information relating to two expulsions.

Dr. Hancock and Mr. Lattimore were excused at 6:20 P.M.

Mrs. Coleman moved to approve the recommendation of the Independent Hearing Officer regarding the first expulsion with the addition of consideration for Kenosha eSchool. Mr. Flood seconded the motion. Unanimously approved.

Mrs. Coleman moved to approve the recommendation of the Independent Hearing Officer regarding the second expulsion with the addition of an

assessment/screening by Administration prior to re-admittance into the regular education program. Mr. Flood seconded the motion. Unanimously approved.

Dr. Hancock returned to the meeting at 6:25 P.M.

2. Property: Lease/Rental

Mrs. Sheronda Glass, Executive Director of Business; and Mr. Patrick Finnemore, Director of Facilities, arrived at 6:26 P.M. and updated Board members on a property lease/rental matter. Discussion followed.

Mrs. Glass and Mr. Finnemore were excused at 6:45 P.M.

3. Personnel: Position Assignments

Dr. Hancock presented several position assignments to Board members and a brief discussion followed.

Meeting adjourned at 6:59 P.M.

Stacy Schroeder Busby
School Board Secretary

REGULAR MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD MAY 21, 2013

A regular meeting of the Kenosha Unified School Board was held on Tuesday, May 21, 2013, at 7:00 P.M. in the Board Room of the Educational Support Center. Ms. Stevens, President, presided.

The meeting was called to order at 7:05 P.M. with the following Board members present: Mrs. Taube, Mr. Flood, Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman, Mr. Bryan, and Ms. Stevens. Dr. Hancock was also present.

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

Mrs. Tanya Ruder, Executive Director of Community Partnerships and Media Relations, presented the 2013 District Wide Student Art Exhibit Awards, the High School Art Contest at Sterling House of Kenosha Awards, the 2012-13 Continental Math Competition Awards, the PTA State Reflections Winner Awards, the Juvenile Diabetes Research Foundation Children's Congress Award, the Battle of the Books Competition Award, and the American Association of University Women Award.

Dr. Hancock presented an Administrative appointment.

Mrs. Coleman moved to appoint Dr. Floyd Williams, Jr. as the Assistant Superintendent of Elementary School Leadership effective July 1, 2013. Mr. Nuzzo seconded the motion. Unanimously approved.

Mrs. Coleman introduced the Student Ambassador, Angela Stoebe, from LakeView Technology Academy, and she made her comments.

There was no Legislative Report.

There were views and comments by the public.

Ms. Stevens made her remarks.

There was no Superintendent's Report.

The Board then considered the following Consent-Approve items:

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

Consent-Approve item XI-B – Minutes of 4/23/13 and 5/13/13 Special Meetings and Executive Sessions, 4/30/13 Special Meeting, 4/22/13 Organizational Meeting, and 4/22/13 Regular Meeting.

Consent-Approve item XI-C – Summary of Receipts, Wire Transfers and Check Registers submitted by Ms. Heather Kraeuter, Accounting & Payroll Supervisor; Mrs. Tina Schmitz, Chief Financial Officer; and Dr. Hancock, excerpts follow:

“It is recommended that the April 2013 cash receipts deposits totaling \$862,595.75 and cash receipt wire transfers-in totaling \$3,731,947.64, be approved.

Check numbers 493447 through 494561 totaling \$6,691,098.77, and general operating wire transfers-out totaling \$850,168.98, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the April 2013 net payroll and benefit EFT batches totaling \$12,218,986.53, and net payroll check batches totaling \$6,050.38, be approved.”

Mrs. Snyder moved for approval of the Consent Agenda. Mr. Bryan seconded the motion. Unanimously approved.

Mr. Bryan presented Resolution No. 293 – Request to Increase State Aid and Support for Public Schools which read as follows:

“WHEREAS, Wisconsin school districts have operated under state-imposed revenue limits since the 1993-1994 school year, restricting educational opportunities for students; and

WHEREAS, state school aids to public schools were reduced by over \$800 million in the 2011-2013 budget; and

WHEREAS, most categorical aid to schools was reduced by 10 percent in the 2011-2013 budget, further reducing available resources for schools; and

WHEREAS, the 2011-2013 state budget reduced state-imposed revenue limits by \$550 per student on average statewide in the 2011-2012 school year; and

WHEREAS, the Legislative Fiscal Bureau’s estimate of the 2013-2015 state revenue shows that Wisconsin is facing a budget surplus of \$484 million; and

WHEREAS, the state’s economy is improving and the state budget office estimates an increase of over \$1.5 billion in increased tax collections during the biennial budget term ending June 30, 2015; and

WHEREAS, current law provides for no adjustment in the state-imposed revenue limits, yet many costs for school districts in Wisconsin continue to rise; and

WHEREAS, the demands for increased accountability have been placed on Wisconsin schools at a time when state funding and revenue limits have decreased significantly; and

WHEREAS, the Kenosha Unified School District has had to reduce its services by \$61 million over the last two years; and

WHEREAS, Governor Walker has unveiled the state's 2013-2015 budget proposal, providing no increase in the revenue limit authority of Wisconsin school districts despite the previously projected budget surplus; and

WHEREAS, the state funding system needs to be reformed to help ensure the quality of our public schools; and

WHEREAS, an appropriate investment in public education must be recommitted to ensure the state's economic health;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Kenosha Unified School District Board of Education support an increase in state resources to public schools; and

BE IT FURTHER RESOLVED, that the members of the Kenosha Unified School District Board of Education encourage Governor Walker and state legislators to support an increase in state aids and an increase in state revenue limits to cover inflationary increases in school costs."

Mrs. Taube moved to approve Resolution No. 293 – Request to Increase State Aid and Support for Public Schools as presented. Mrs. Snyder seconded the motion. Motion carried. Mr. Nuzzo abstained.

Mr. Kristopher Keckler, Executive Director of Information & Accountability, presented Policy/Rule 6633 – Student Technology Acceptable Use submitted by Mr. Keckler and Dr. Hancock, excerpts follow:

"Policy and Rule 6633 – Student Technology Acceptable Use provides guidelines for students utilizing technology in their educational activities. Federal expectations related to student privacy and online protection help establish a framework for students to grow as a responsible 21st Century learner. Traditionally this policy has only referenced student use of district owned technology. With the increase of student owned devices, and planned progression of appropriate use regardless of the device, the policy must now reflect these additional scenarios.

This policy will be a mandatory item within our annual online student re-enrollment procedures, and also distributed electronically to each student at the start of each school year. Curriculum related to proper technology expectations is increasing each year, aligned with the district goal of "ensuring all students and staff are proficient in information, technology, and media literacy".

At its May 14, 2013, meeting, the Joint Personnel/Policy and Curriculum/Program Committee voted to forward revised Policy 6633 to the School Board with additional changes including simplified wording in the first bolded sentence in the policy and the addition of a "catch all" phase at the end of the second bullet of the rule.

Administration recommends that the School Board approve as a first reading proposed revisions to Policy and Rule 6633 – Student Technology Acceptable Use as presented this evening and that it be brought back for a second reading at the June 25, 2013, regular school board meeting.”

Mrs. Snyder moved to approve Policy/Rule 6633 – Student Technology Acceptable Use as presented as a first reading and that it be brought back for a second reading at the June 25, 2013, regular school board meeting. Mrs. Coleman seconded the motion. Unanimously approved.

Mrs. Ruder presented Policy/Rule 1212 – Non-English Language Version Printed Materials submitted by Mrs. Ruder and Dr. Hancock, excerpts follow:

“Policy and Rule 1212 - Non-English Language Version Printed Materials was reviewed and updated to align with current District practice to ensure that translation of documents is provided when such documents require parent/guardian signature related to the health, welfare and safety of students. The Rule portion of 1212 is being eliminated as it is no longer relevant.

At its May 14, 2013, meeting, the Personnel/Policy Committee voted to forward revised Policy and Rule 1212 – Non-English Language Version Printed Materials to the School Board for consideration. Administration recommends that the School Board approved revised Policy 1212 and elimination of Rule 1212 as a first reading this evening and that it be brought back for a second reading on June 25, 2013.”

Mr. Nuzzo moved to approve revised Policy 1212 and elimination of Rule 1212 as a first reading and that it be brought back for a second reading on June 25, 2013. Mrs. Coleman seconded the motion. Unanimously approved.

Mrs. Ruder presented Policy and Rule 1220 – Cable Television submitted by Mrs. Ruder and Dr. Hancock, excerpts follow:

“Policy and Rule 1220, Cable Television was reviewed and found to be aligned with current practice within the District. Changes were made to reflect the administrative organizational structure of personnel assigned as deputies responsible for the operating and programming of the District’s subscriber cable channel and the addition of a cross reference to Policy 1213, Web Publication.

At its May 14, 2013, meeting, the Personnel/Policy Committee voted to forward revised Policy and Rule 1220 to the School Board for consideration. Administration recommends that the School Board approve revised Policy and Rule 1220, Cable Television, as a first reading this evening and that it be brought back for a second reading on June 25, 2013.”

Mrs. Taube moved to approve revised Policy and Rule 1220 - Cable Television as a first reading this evening and that it be brought back for a second reading on June 25, 2013. Mr. Nuzzo seconded the motion. Unanimously approved.

Mrs. Ruder presented Policy and Rule 1520 - Notification of Material and Literature to Students submitted by Mrs. Ruder and Dr. Hancock, excerpts follow:

“Policy 1520 - Notification of Material and Literature to Students is being updated to include Kenosha Unified Community Partners as an organization which educationally benefits students and reduce the length of the disclaimer due to space limitations on fliers. KUSD will be used in place of Kenosha Unified School District on fliers throughout the District.

This information will continue to be monitored by the Executive Director of Community Partnerships and Media Relations and the District Web Specialist.

At its May 14, 2013, meeting, the Personnel/Policy Committee voted to forward revised Policy and Rule 1520 to the School Board for consideration. Administration recommends that the School Board approve revised Policy and Rule 1520 – Notification of Material and Literature to Students as a first reading this evening that it be brought back for a second reading on June 25, 2013, meeting.”

Mrs. Taube moved to approve revised Policy/Rule 1520 – Notification of Material and Literature to Students as a first reading and that it be brought back for a second reading on June 25, 2013, meeting. Mrs. Coleman seconded the motion. Unanimously approved.

Dr. Sue Savaglio-Jarvis, Assistant Superintendent of Teaching and Learning; Mrs. Sharon Miller, Principal at Washington Middle School; and Mr. Chad Dahlk, Principal at Lance Middle School; presented a PowerPoint presentation pertaining to the Middle School Honors Report which included the following topics:

- Anthony Miller’s “You Beat the Odds!” video clip;
- Anthony Miller’s Message to Us;
- Ability Grouping;
- Tracking;
- Three Disadvantages of Tracking;
- Ability and Tracking Summary;
- Differentiations;
- What is Differentiation;
- Four Ways to Differentiate;
- Differentiation is Understanding Student Readiness and Best Practice;
- Challenge: Best Practice is a Process;
- Updated Information; and
- Closing – Three Principles.

Dr. Savaglio-Jarvis distributed an updated version of the Middle School Honors Report submitted by Mr. Daniel Tenuta; Assistant Superintendent of secondary School Leadership; Dr. Savaglio-Jarvis; and Dr. Hancock, excerpts follow:

“On March 12, 2013, the Curriculum/Program Committee requested an update regarding the clustering of students in middle school courses. As the historical perspective points out, honors offerings have been prevalent at the middle school level, namely in math and English.

A specific request was made at the March 12, 2013, standing committee meeting for Teaching and Learning—in conjunction with the middle school principals—to revisit the possibility of tighter clusters and to consider offering a more advanced level of math and English to ensure that students are accelerated and challenged.

A specific request was made at the May 14, 2013 Curriculum/Program Standing Committee meeting to bring this report to the Board. This report is being brought forward with and update for Board discussion.

A follow-up meeting occurred on May 15 and 16, 2013 with all middle school principals, assistant principals, the Assistant Superintendent of Secondary School Leadership, and members of Teaching and Learning to address the comments noted by the Curriculum/Program Standing Committee and public at the May 14, 2013 Curriculum/Program Standing Committee meeting. The outcomes are provided below:

- Seventh grade math
 - Advanced Pre-Algebra for seventh grade students
 - Pre-Algebra for seventh grade students
- Eighth grade math
 - Advanced Algebra for eighth grade students
 - Algebra for eighth grade students
- English/Language arts will remain; no advanced classes will be added for the 2013-14 school year. Students will be heterogeneously grouped.
- Science and social studies will remain; no advanced classes will be added for the 2013-14 school year. Students will be heterogeneously grouped.
- The honors distinction opportunity will continue, and the opportunity for honors distinction will be offered in all core classes: science, social studies, English/language arts, and math.
- Parent choice will be exercised to sign up students for any advanced math course in seventh or eighth grade.”

Mr. Keckler presented a report titled Open Enrollment Applicants For School Year 2013-2014 submitted by Ms. Renee Blise, Senior Research Analyst; Ms. Belinda Grantham, Director of Early Education Programs; Ms. Susan Valeri, Director of Special Education and Student Support; Mr. Daniel Tenuta, Assistant Superintendent of Secondary School Leadership; Ms. Karen Davis, Assistant Superintendent of Elementary School Leadership; Mr. Keckler; and Dr. Hancock, excerpts follow:

“The Wisconsin Department of Public Instruction (DPI) requires school districts to allocate open enrollment allocations prior to the start of the open enrollment application period. The Wisconsin open enrollment application period began on February 4th, 2013, and closed on April 30th, 2013. Students from a non-resident district may still apply for immediate admittance to another district if he/she meets one of the following criteria per Act 114.

At the January 29, 2013, Board of Education Regular Meeting the Kenosha Unified School Board formally affirmed the availability of spaces for both general and special education students seeking entrance into the Kenosha Unified School District under the Open Enrollment Statute for School Year 2013-14. The School Board affirmed the availability of 58 general education spaces and 7 special education spaces.

After receiving applications from the state's Open Enrollment Applications Log (OPAL) the Offices of Educational Accountability, Elementary School Leadership, Secondary School Leadership, Teaching and Learning – Special Education/Student Support and Early Childhood met on May 3, 2013, to match available District spaces to the application pool of requests made by candidates seeking entrance into KUSD. Additionally, guidelines concerning student enrollment preferences and sibling preferences were also revisited.

On May 6, 2013, a lottery meeting was conducted in the Office of Educational Accountability to assign petitioning students to available District spaces. A representative from the Facilities Services Department served as the “unbiased” witness to the student assignment process and drew lots during the lottery proceeding.

With the close of this year's open enrollment application window by DPI on April 30th, 2013, all students in the OPAL system were listed on a master roster in alphabetical order. Each student was then assigned an applicant sequence number with the first person listed on the roster being tagged as number one and the remaining students who were on the OPAL listing were also assigned a sequence number.

As required by Wisconsin statute and Board policy, preference was given to students currently attending Kenosha Unified and their siblings. Each student was provided a lottery ranking even though a student's denial may have been recommended in the application review process. This is done because some special education or expulsion records may not have been received from the resident district at the time of the selection process. A lottery ranking selection process is conducted separately for each grade. If there are more applicants than spaces available at a given grade then lottery rank is used to select which student gets their preference. School placements are also made on a random basis when no school preference restriction is indicated on the OPAL application.

Nonresident school districts must mail notices of approval or denial by June 7, 2013. If the application is approved, the school district must notify the parents of the *specific school* to which the student applicant will be assigned. Resident districts must notify applicants if their application is being denied by June 14, 2013. If an application is denied, parent(s)/guardian(s) have 30 days to file an appeal. Parents of accepted applicants must notify the nonresident district if their student will be attending the non-resident district in the 2013-14 school year by June 28, 2013.

Three hundred (300) resident students from the Kenosha Unified School District have applied for admission to schools outside of KUSD under the guidelines of open enrollment.

One hundred ten (110) non-resident students have applied for admission to the Kenosha Unified School District under the guidelines of open enrollment.

Administration recommends approval of applicants identified as numbers (2, 3, 4, 5, 7, 10, 12, 14, 15, 16, 20, 21, 24, 27, 29, 32, 33, 36, 42, 44, 46, 47, 49, 50, 51, 53, 57, 63, 75, 80, 83, 91, 93, 94, 95, 98, 99, 100, 103, 105, 106, 108, 109, 112) due to available space at the grade level or school requested.

Administration recommends denial of applicants identified as numbers (1, 6, 8, 9, 11, 13, 17, 18, 19, 22, 23, 25, 26, 30, 31, 34, 35, 37, 38, 39, 40, 41, 43, 45, 48, 52, 54, 55, 56, 58, 59, 60, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 76, 77, 78, 79, 81, 82, 84, 85, 86, 87, 88, 89, 90, 92, 96, 97, 101, 102, 104, 107, 114) due to overcapacity at the grade level or school requested and/or expulsion or habitual truancy in the current or preceding two years.”

Mrs. Taube moved to approve the applicants identified as numbers (2, 3, 4, 5, 7, 10, 12, 14, 15, 16, 20, 21, 24, 27, 29, 32, 33, 36, 42, 44, 46, 47, 49, 50, 51, 53, 57, 63, 75, 80, 83, 91, 93, 94, 95, 98, 99, 100, 103, 105, 106, 108, 109, 112) due to available space at the grade level or school requested and to deny applicants identified as numbers (1, 6, 8, 9, 11, 13, 17, 18, 19, 22, 23, 25, 26, 30, 31, 34, 35, 37, 38, 39, 40, 41, 43, 45, 48, 52, 54, 55, 56, 58, 59, 60, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 76, 77, 78, 79, 81, 82, 84, 85, 86, 87, 88, 89, 90, 92, 96, 97, 101, 102, 104, 107, 114) due to overcapacity at the grade level or school requested and/or expulsion or habitual truancy in the current or preceding two years. Mr. Flood seconded the motion. Unanimously approved.

Ms. Stevens presented Policy 6300 – Curriculum Development and Improvement and indicated that she recommended the additional wording to the policy to ensure that the Board is kept informed on additions and/or deletions to the curriculum.

Discussion took place on the amount of time that is consumed when items need to be brought to the Board for approval. It was suggested that the policy wording be changed to support both the curriculum leadership and also keep the Board informed on additions and/or deletions to the curriculum.

Mrs. Coleman moved that Policy 6300 – Curriculum Development and Improvement be deferred to the July Board meeting. Mrs. Snyder seconded the motion. Unanimously approved.

Mrs. Sheronda Glass, Executive Director of Business Services, presented the Employee Benefits Recommendation submitted by Mr. Edward Kupka, Director of Human Resources; Mrs. Glass; and Dr. Hancock, excerpts follow:

“In January 2013, Burkwald, the District Benefit Consultants, went out to bid on all lines of employee benefits. Of the five who quoted, only two of the bids were competitive, WEA and Humana. Although the bids were competitive, they came in higher than expected, both projecting a 7.7% increase over current rates. This increase in premium was based on the fact that the District had higher than normal benefit utilization (average claims utilization of approximately 110%). This significantly impacts pricing in the market, thus reducing the number of carriers willing to respond to the RFP.

During the process, the district conducted an employee survey requesting feedback from all employees about health benefits. The results showed that employees overwhelmingly preferred the current plan, preferring to retain low copays and deductibles.

The information was presented to the Benefit Task Force in April and it was requested that we go back to market and request plan modifications as well as additional options for employees. Both WEA and Humana submitted modified plan information. WEA presented the most competitive offer, providing two benefit options for employees.

The most competitive dental quotes came from WEA and Delta Dental; both are current carriers for the District. Based on the information received, WEA offered an enhanced plan design, offering a 6.3% rate reduction (under current rates) for all employees.

Minnesota Life Insurance presented the most competitive life insurance pricing, offering a 4.51% rate reduction (under current rates) for all employee groups.

Based on our utilization experience, WEA is no longer a competitive option for long term disability. National Insurance offered the most competitive long term disability option, offering a three year commitment at 38.9% rate reduction (under current rates), holding rate for three years.

Short Term Disability and Vision are being offered as voluntary benefits.

Based on utilization and experience, and the changing nature of the industry, the district will experience a 91% rate increase for Long Term Care benefits. The District can no longer afford to offer this benefit.

The Administration recommends that the Board of Education approve the following, effective July 1, 2013:

- 1) WEA Trust Base Design Option 2 Health Plan, with an option to purchase up to Base Design Option 1, with an active employee contribution of 12% for all employee groups and a retiree premium contribution of 12% for all employee groups.
- 2) WEA Trust Essential Dental PPO, with an employee contribution of 10%.
- 3) Minnesota Life as the life insurance provider, an employer paid option at one (1) times employee salary.
- 4) National Insurance Services as the Long Term Disability provider, a 100% employer paid option.
- 5) Cancellation of Long Term Care policy for all active employees. Recommend a six month transition period for retirees and provide a District "paid up" policy for the 186 retirees currently covered by the plan."

Mrs. Taube moved to approve the WEA Trust Base Design Option 2 Health Plan with an option to purchase up to Base Design Option 1. Mr. Flood seconded the motion.

Roll call vote: Ayes: Mrs. Taube, Mr. Flood, and Ms. Stevens. Noes: Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman. Mr. Bryan abstained. Motion failed.

Mr. Nuzzo moved to approve the WEA Trust Base Design Option 2 Health Plan, with an option to purchase up to Base Design Option 1, with an active employee contribution of 12% for all employee groups and a retiree premium contribution of 12% for all employee groups. Mrs. Snyder seconded the motion.

Roll call vote: Ayes: Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman. Noes: Mrs. Taube, Mr. Flood, and Ms. Stevens. Mr. Bryan abstained. Motion failed.

Mr. Bryan departed the meeting at 10:09 P.M.

Mr. Flood moved to approve the WEA Trust Base Design Option 2 Health Plan, with an option to purchase up to Base Design Option 1, and that a special Board meeting be scheduled as soon as possible to address the employee contribution group percentages and retiree premium contributions. Mrs. Taube seconded the motion.

Roll call vote: Ayes: Mrs. Taube, Mr. Flood, and Ms. Stevens. Noes: Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman. Motion failed.

Mr. Flood moved to approve Administration's recommendation #1 as written and that the employee contribution group percentages and retiree premium contributions be placed on the June 3rd meeting agenda for possible discussion and/or action. Mrs. Coleman seconded the motion.

Roll call vote: Ayes: Mr. Flood, Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman, Ms. Snyder, and Ms. Stevens. Noes: Mrs. Taube. Motion passed.

Mrs. Coleman requested that any questions pertaining to employee contribution group percentages and retiree premium contributions be forwarded to the Superintendent's Office within 24 hours to ensure that all questions could be answered at the June 3, 2013 meeting.

Mrs. Snyder moved to approve WEA Trust Essential Dental PPO with an employee contribution of 10%. Mrs. Coleman seconded the motion. Unanimously approved.

Mrs. Coleman moved to approve Minnesota Life as the life insurance provider, an employer paid option at one (1) times the employee salary. Mr. Nuzzo seconded the motion. Unanimously approved.

Mrs. Taube moved to approve National Insurance Services as the Long Term Disability provider, a 100% employer paid option. Mr. Nuzzo seconded the motion. Unanimously approved.

Mr. Nuzzo moved to approve the cancellation of the Long Term Care policy for all active employees, a recommendation of a six month transition period for retirees, and that the District provide a "paid up" policy for the 186 retirees currently covered by the plan. Mrs. Coleman seconded the motion. Motion carried. Mrs. Taube and Mrs. Snyder abstained.

Mrs. Taube presented the Donations to the District as contained in the agenda.

Mrs. Taube moved to approve the Donations to the District as contained in the agenda. Mrs. Coleman seconded the motion. Unanimously approved.

Meeting adjourned at 10:47 P.M.

Stacy Schroeder Busby
School Board Secretary

A SPECIAL MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD JUNE 3, 2013

A special meeting of the Kenosha Unified School Board was held on Monday, June 3, 2013, at 5:00 P.M. in the Board Meeting Room at the Educational Support Center. The purpose of the meeting was for Discussion/Action on Administrative Appointments, Discussion/Action on Employee Benefits Recommendation, and an Inservice on School Board Roles/Responsibilities.

The meeting was called to order at 5:04 P.M. with the following members present: Mrs. Taube, Mr. Flood, Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman, Mr. Bryan, and Ms. Stevens. Dr. Hancock was also present.

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

Mr. Edward Kupka, Interim Director of Human Resources, presented two Administrative Appointments.

Mr. Nuzzo moved to appoint Eitan Benzaquen as Principal of Hillcrest School effective July 1, 2013. Mrs. Coleman seconded the motion. Unanimously approved.

Mrs. Coleman moved to appoint Scott Plank as the Coordinator of Fine Arts effective July 1, 2013. Mr. Nuzzo seconded the motion. Unanimously approved.

Dr. Hancock presented an Administrative Appointment.

Mr. Nuzzo moved to appoint Edward Kupka as Director of Human Resources effective July 1, 2013. Mrs. Coleman seconded the motion. Unanimously approved.

Mrs. Glass, Executive Director of Business, presented the Employee Benefits Recommendation submitted by Mrs. Tina Schmitz, Chief Financial Officer; Mr. Edward Kupka, Director of Human Resources; Mrs. Glass, and Dr. Hancock, excerpts follow:

The Administration recommends that the Board of Education approve the following, effective July 1, 2013:

- WEA Trust Base Design Option 2 Health Plan, with an option to purchase up to Base Design Option 1, with an active employee contribution of 12% for all employee groups and a retiree premium contribution of 12% for all employee groups.
- WEA Trust Essential Dental PPO, with an employee contribution of 10%.
- Minnesota Life as the life insurance provider, an employer paid option at one (1) times employee salary.

- National Insurance Services as the Long Term Disability provider, a 100% employer paid option.
- Cancellation of Long Term Care policy for all active employees. Recommend a six month transition period for retirees and provide a District “paid up” policy for the 186 retirees currently covered by the plan.

During the May 21, 2013, regular Board meeting, the following motions were approved:

- Mr. Flood moved to approve Administration’s recommendation #1 as written and that the employee contribution group percentages and retiree premium contributions be placed on the June 3rd meeting agenda for possible discussion and/or action. Mrs. Coleman seconded the motion.

Roll call vote: Ayes: Mr. Flood, Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman, Ms. Snyder, and Ms. Stevens. Noes: Mrs. Taube. Motion passed.

- Mrs. Coleman requested that any questions pertaining to employee contribution group percentages and retiree premium contributions be forwarded to the Superintendent’s Office within 24 hours to ensure that all questions could be answered at the June 3, 2013 meeting.

Mrs. Snyder moved to approve WEA Trust Essential Dental PPO with an employee contribution of 10%. Mrs. Coleman seconded the motion. Unanimously approved.

- Mrs. Coleman moved to approve Minnesota Life as the life insurance provider, an employer paid option at one (1) times the employee salary. Mr. Nuzzo seconded the motion. Unanimously approved.
- Mrs. Taube moved to approve National Insurance Services as the Long Term Disability provider, a 100% employer paid option. Mr. Nuzzo seconded the motion. Unanimously approved.
- Mr. Nuzzo moved to approve the cancellation of the Long Term Care policy for all active employees, a recommendation of a six month transition period for retirees, and that the District provide a “paid up” policy for the 186 retirees currently covered by the plan. Mrs. Coleman seconded the motion. Motion carried. Mrs. Taube and Mrs. Snyder abstained.

On Thursday, May 23, 2013, Mrs. Taube submitted the following questions pertaining to employee group percentages. There were no questions about retiree premium contributions.

- Current FY 2013 employee contribution by percentage for each employee group.
- What are the maximum percentage limits to employee contributions under Obama Care and will the proposed KUSD 12% implementation comply?

- Breakdown of savings to KUSD for restructuring the WEA Health plan, dropping LTC, reducing LTD coverage and switching carries for other employee coverage by group category and total dollars?"

Mr. Flood moved to reconsider all employee health contributions for active employee groups, which does not include retirees. Ms. Stevens passed the gavel to Mrs. Taube in order to second the motion.

Roll call vote: Ayes: Mrs. Taube, Mr. Flood, Mr. Bryan, and Ms. Stevens. Noes: Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman. Motion passed.

Mrs. Taube moved that employee health care contributions be as follows: employees making \$40,000 or less pay 4%, employees making \$40,001 - \$79,999 pay 8%, employees making \$80,000 - \$120,000 pay 12%, and employees making over \$120,000 pay 15%. Mr. Flood seconded the motion.

Mr. Flood moved to amend Mrs. Taube's motion to vote on the salary groupings separately. The amendment failed due to lack of a second.

Roll Call vote on Mrs. Taube's motion: Ayes: Mrs. Taube, Mr. Flood, and Ms. Stevens. Noes: Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman. Mr. Bryan abstained. Motion failed.

Mr. Flood moved to decrease employee health care contributions for Educational Assistants, Interpreters, and Secretaries to 8%. Mr. Nuzzo seconded the motion and later withdrew his second. Mr. Bryan then seconded the motion. Mr. Flood withdrew his motion.

Mr. Nuzzo moved that employee health care contributions be 8% for Educational Assistants and 12% for all other employee groups. Motion failed due to lack of a second.

The Board took a recess at 7:03 P.M. and reconvened at 7:11 P.M.

Mrs. Taube moved to defer this item until next Tuesday in order for Administration to bring back employee contribution scenarios based on various salaries. Mr. Flood seconded the motion.

Roll Call vote: Ayes: Mrs. Taube, Mr. Flood, and Ms. Stevens. Noes: Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman. Mr. Bryan abstained. Motion failed.

Mrs. Coleman moved that employee health care contributions be 10% for Educational Assistants and Miscellaneous employees and 12% for all other employee groups. Motion failed due to lack of a second.

Mr. Nuzzo moved that employee health care contributions be 6% for Educational Assistants and Miscellaneous employees, 10% for Secretaries and Interpreters, and 12% for all other employee groups. Mr. Flood seconded the motion.

Roll Call vote: Ayes: Mrs. Taube, Mr. Flood, Mr. Nuzzo, Mrs. Snyder, Mrs. Coleman, and Ms. Stevens. Noes: None. Mr. Bryan abstained. Motion passed unanimously.

Mrs. Snyder moved to adjourn the meeting. Mrs. Coleman seconded. Unanimously approved.

Meeting adjourned at 7:35 P.M.

Stacy Schroeder Busby
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD ON JUNE 11, 2013

A special meeting of the Kenosha Unified School Board was held on Tuesday, June 11, 2013, in the Small Board Room at the Educational Support Center. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 5:00 P.M. with the following members present: Mrs. Taube, Mr. Flood, Mr. Nuzzo, Mrs. Snyder, Mr. Bryan, and Ms. Stevens. Dr. Hancock was also present. Mrs. Coleman was excused.

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

Ms. Stevens announced that an executive session had been scheduled to follow this special meeting for the purpose of Reviewing the Findings/Orders of Independent Hearing Officers and Personnel: Problems, Position Assignments, and Compensation and/or Contracts.

Mr. Bryan moved that the executive session be held. Mrs. Taube seconded the motion.

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

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

1. Review of Findings/Orders by Independent Hearing Officer

Dr. Hancock informed the Board that the expulsion matters would be presented at the June 19 executive session.

2. Personnel: Problems, Position Assignments, and Compensation and/or Contracts

Dr. Hancock presented several position assignments and an Administrative resignation to Board members.

Meeting adjourned at 5:45 P.M.

Stacy Schroeder Busby
School Board Secretary

Kenosha Unified School District No. 1
Kenosha, Wisconsin
Summary of Cash Receipts and Disbursements
June 25, 2013

CASH RECEIPTS	reference	total
May 2013 Wire Transfers-In, to Johnson Bank from:		
WI Department of Public Instruction	<i>state aids register receipts</i>	\$ 2,494,156.26
District Municipalities	<i>tax settlement - May payment</i>	11,430,394.36
Johnson Bank	<i>account interest</i>	116.95
Bankcard Services	<i>food services credit card receipts (net of fees)</i>	164,306.86
Wind River Financial	<i>school credit card receipts (net of fees)</i>	(28.00)
5/3 Bank (RevTrak)	<i>district web store receipts (net of fees)</i>	18,118.67
Retired & Active Leave Benefit Participants	<i>premium reimbursements</i>	26,123.93
HHS	<i>head start grant</i>	161,036.42
Various Sources	<i>small miscellaneous grants / refunds / rebates</i>	48,915.24
Total Incoming Wire Transfers		\$ 14,343,140.69

May 2013 Deposits to Johnson Bank - All Funds:

General operating and food services receipts *(excluding credit cards)* \$ 686,329.82

TOTAL MAY CASH RECEIPTS

\$ 15,029,470.51

CASH DISBURSEMENTS	reference	total
May 2013 Wire Transfers-Out, from Johnson Bank to:		
<i>payroll & benefit wires</i>		
Individual Employee Bank Accounts	<i>net payrolls by EFT (net of reversals)</i>	\$ 10,280,375.54
WI Department of Revenue	<i>state payroll taxes</i>	820,162.96
WI Department of Revenue	<i>state wage attachments</i>	3,997.38
IRS	<i>federal payroll taxes</i>	4,295,622.44
Diversified Benefits Services	<i>flexible spending account claims</i>	17,831.37
Employee Trust Funds WRS	<i>wisconsin retirement system</i>	1,399,891.68
Delta Dental WI	<i>dental & vision insurance premiums</i>	74,622.13
Burkwald & Associates	<i>management fee</i>	24,593.56
Various	<i>TSA payments</i>	732,572.63
<i>general operating wires</i>		
US Bank	<i>purchasing card payment-individuals</i>	248,164.90
US Bank	<i>purchasing card payment-AP program</i>	56,628.47
Aegis	<i>workers' compensation payment</i>	100,000.00
Kenosha Area Business Alliance	<i>LakeView lease payment</i>	17,453.54
Various	<i>returned checks</i>	619.84
Total Outgoing Wire Transfers		\$ 18,072,536.44

May 2013 Check Registers - All Funds:

Net payrolls by paper check *Register# 01009RN, 01010DP, 01011DP,
02009PD and 02010DP* \$ 8,428.76

General operating and food services *Check #494562 thru Check #496135
(net of void batches)* 9,693,467.66

Total Check Registers \$ 9,701,896.42

TOTAL MAY CASH DISBURSEMENTS

\$ 27,774,432.86

Administrative Recommendation

It is recommended that the May 2013 cash receipts deposits totaling \$686,329.82 and cash receipt wire transfers-in totaling \$14,343,140.69 be approved.

Check numbers 494562 through 496135 totaling \$9,693,467.66, and general operating wire transfers-out totaling \$422,866.75, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the May 2013 net payroll and benefit EFT batches totaling \$17,649,669.69 and net payroll check batches totaling \$8,428.76 be approved.

Dr. Michele Hancock
Superintendent of Schools

Tina M. Schmitz
Chief Financial Officer

Heather J. Kraeuter, CPA
Accounting & Payroll Manager

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

June 25, 2013

Policy and Rule 6633 – Student Technology Acceptable Use

Policy and Rule 6633 – Student Technology Acceptable Use provides guidelines for students utilizing technology in their educational activities. Federal expectations related to student privacy and online protection help establish a framework for students to grow as a responsible 21st Century learner. Traditionally this policy has only referenced student use of district owned technology. With the increase of student owned devices, and planned progression of appropriate use regardless of the device, the policy must now reflect these additional scenarios.

This policy will be a mandatory item within our annual online student re-enrollment procedures, and also distributed electronically to each student at the start of each school year. Curriculum related to proper technology expectations is increasing each year, aligned with the district goal of “ensuring all students and staff are proficient in information, technology, and media literacy”.

At its May 14, 2013, meeting, the Joint Personnel/Policy and Curriculum/Program Committee voted to forward revised Policy 6633 to the School Board with additional changes including simplified wording in the first bolded sentence in the policy and the addition of a “catch all” phase at the end of the second bullet of the rule.

Administrative Recommendation:

The Board approved revised Policy 6633 as a first reading on May 21, 2013. Administration recommends that the School Board approve as a second reading this evening proposed revisions to Policy and Rule 6633 – Student Technology Acceptable Use.

Dr. Michele Hancock
Superintendent of Schools

Kristopher Keckler
Executive Director of Information & Accountability

POLICY 6633

STUDENT TECHNOLOGY ACCEPTABLE USE POLICY

The Kenosha Unified School District expects students to use technology in ways that promote a productive educational environment. Technology includes, but is not limited to, electronic devices, private and public networks. With this educational opportunity comes personal responsibility. Primary responsibility for appropriate use of technology resources resides with the student. School and network administrators and staff will review files and communications to maintain system integrity and to ensure that the network is being used responsibly. All communication including text and images may be disclosed to third parties and/or law enforcement without prior consent of the sender or receiver.

In accordance with requirements of the Children's Internet Protection Act (CIPA), technology protection measures shall be used, to the extent practical, to promote the safety and security of users. Access to inappropriate electronic material and communications will be filtered. ~~As part of its Internet safety practices, Kenosha Unified School District is educating students about appropriate online behavior, including interacting with other individuals on social networking websites, and chat rooms as well as cyberbullying awareness and response.~~ **Digital Media and mobile devices are dynamic and continue to increase in functionality with enriched usage by students and staff. Allowing students the opportunity to utilize their own devices within district technology networks and staff monitored environments will only expand the skillset needed to operate in a comfortable and responsible manner. Student-owned devices should only be used as a resource for learning, and strengthen the integration with curriculum and collaboration. Aligned with the Protecting Children in the 21st Century Act, KUSD will continue to reinforce the instructional practices related to Internet safety, appropriate online behavior, social networking, chat rooms, and cyberbullying issues. Review and agreement of this policy will be an annual expectation for students and parents/guardians.**

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]
Broadband Data Improvement Act, Title II, Section 215 [Internet safe use]
Protecting Children in the 21st Century Act

CROSS REF.: 3535, Technology Acceptable Use Policy

3531.1, Copyrighted Materials
5111, Bullying/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

AFFIRMED: November 28, 1995

REVISED: January 29, 2002
May 22, 2007
July 28, 2009
June 28, 2011

RULE 6633

STUDENT TECHNOLOGY ACCEPTABLE USE POLICY

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

- Students shall not engage in an electronic activity that disrupts, distracts, or compromises the learning process or the environment.
- Electronic activities must not contain profanity, obscene comments, sexually explicit material, or expressions of bigotry, racism, or hate, **or be disorderly in nature or cause another to be disturbed or distracted.**
- Students shall not use District technology resources for personal commercial activities not related to instruction. Personal purchase or sale of products or services is prohibited.
- **Students shall have the ability to use their own devices within communicated instructional guidelines and practices while on school grounds.**
- Students must abide by all applicable copyright and licensing laws when using technology resources within the District.
- Students shall maintain confidentiality of their usernames and passwords and shall not utilize usernames and passwords of others.
- All Student produced web pages are subject to approval and ongoing review by staff. All web communication should reflect the mission and character of the school and District.
- Students shall not breach or disable network security mechanisms or compromise network stability or security in any way. Student shall refrain from utilizing proxy gateways to bypass monitoring or filtering.
- Students are responsible for reporting any inappropriate media or resources they encounter, **regardless of who owns the device.**

The District's technology resources are District assets. While the District respects the privacy and security needs of all individuals, authorized District representatives may review, audit, intercept, access and/or disclose all communications created, received or sent using District technology.

Use of Personally Owned Technology Equipment Connected to District Network Infrastructure

- 1. Personal technology may be used to connect to the District infrastructure, when authorized.**
- 2. The use of personal technology must not interfere with legitimate educational purposes and must be used in accordance with the overall Technology Acceptable Use Policy.**
- 3. Personal technology devices and applications must not interfere with the operation and integrity of the District's internal wired and wireless network.**
- 4. The District is not responsible for the support, safety, or security of personal technology devices that students choose to bring into the District.**

Electronic information, including the Internet, is dynamic. This makes it challenging to predict or reliably control what information students may encounter. District staff makes every reasonable effort to filter inappropriate content.

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

June 25, 2013

POLICY/RULE 1212 – NON-ENGLISH LANGUAGE VERSION
PRINTED MATERIALS

Policy and Rule 1212 - Non-English Language Version Printed Materials was reviewed and updated to align with current District practice to ensure that translation of documents is provided when such documents require parent/guardian signature related to the health, welfare and safety of students. The Rule portion of 1212 is being eliminated as it is no longer relevant.

At its May 14, 2013, meeting, the Personnel/Policy Committee voted to forward revised Policy and Rule 1212 – Non-English Language Version Printed Materials to the School Board for consideration.

Administrative Recommendation:

The Board approved revised Policy 1212 as a first reading on May 21, 2013. Administration recommends that the School Board approve as a second reading this evening revised Policy 1212 and elimination of Rule 1212.

Dr. Michele Hancock
Superintendent of Schools

Tanya Ruder
Executive Director of Community Partnerships & Media Relations

POLICY 1212

NON-ENGLISH LANGUAGE VERSION PRINTED MATERIALS

Based on the belief that core to the successful education of any student is open dialogue, inclusion and communication with the family-, ~~t~~The District will translate ~~any documents that meets the District's prescribed diversity ratio requirements, and requires parental/guardian signature, and relates to the health, welfare and safety of a student for every~~ non-English speaking parents/guardians **when the documents require parental/guardian signature and/or relate to the health, welfare and safety** of students in the District. **To meet this need, Kenosha Unified School District will translate documents for all minority populations exceeding 5% of the student population.**

LEGAL REF.: Wisconsin Statutes

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

CROSS REF.: 1120, Parent/~~Guardian~~/Caregiver Involvement

1200, Public ~~Relations~~ **Information** Program

1210, Communication – School Sponsored (Including Crisis)

1211, ~~Parent/Guardian/Caregiver~~ **Use of Students in Public** Information Program

6330, Privacy Rights in District Programs/~~Activities~~

6610, Selection of Instructional Materials

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: February 25, 2003
December 19, 2006

RULE 1212

NON-ENGLISH LANGUAGE VERSION PRINTED MATERIALS

1. ~~Student policies and rules (Series 6000) as well as relevant academic and instructional policies and rules (Series 5000) generated at the District level shall be available in non-English language versions for all minority populations exceeding 5% of the total student District population.~~
2. ~~Informational handouts, student handbooks and notices of community and school activities generated at the site level shall be available in non-English language versions for English Language Learners (ELL) specific populations exceeding 3% of the total student enrollment of the site.~~
3. ~~Schools that meet the 3% ELL criterion shall establish guidelines for library material purchases of non-English language materials.~~
4. ~~Schools that meet the 3% ELL criterion and participate in book fair fundraisers shall offer non-English language materials as available.~~
5. ~~If the school ratio is less than 3%, reasonable effort will be made to connect non-English speaking parents with appropriate resources.~~

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KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

June 25, 2013

**POLICY AND RULE 1520 - NOTIFICATION OF MATERIALS
AND LITERATURE TO STUDENTS**

Policy 1520 - Notification of Material and Literature to Students is being updated to include Kenosha Unified Community Partners as an organization which educationally benefits students and reduce the length of the disclaimer due to space limitations on fliers. KUSD will be used in place of Kenosha Unified School District on fliers throughout the District.

This information will continue to be monitored by the Executive Director of Community Partnerships and Media Relations and the District Web Specialist.

At its May 14, 2013, meeting, the Personnel/Policy Committee voted to forward revised Policy and Rule 1520 to the School Board for consideration.

Administrative Recommendation:

The Board approved revised Policy and Rule 1520 as a first reading on May 21, 2013. Administration recommends that the School Board approve as a second reading this evening revised Policy and Rule 1520 – Notification of Material and Literature to Students.

Dr. Michele Hancock
Superintendent of Schools

Tanya Ruder
Executive Director of Community Partnerships & Media Relations

POLICY 1520

NOTIFICATION OF MATERIALS AND LITERATURE TO STUDENTS

Students or others may wish to notify students of upcoming events at District schools. Any individual, group of individuals, or organization that wishes to notify students of upcoming events is subject to this policy.

This policy does not apply to material that is intended to be a private communication between two individuals. (e.g., a written note or greeting card passed from one student to another, graded comments from a teacher to a student, an electronic or digital message, or a note from the school office to a student)

Notification of materials to students shall be determined by classification of the materials as either school sponsored or non-school sponsored. Notification of materials will be posted on any or all of the following; District ~~wWeb-S~~site, School ~~wWeb-S~~ site, Channel 20, **social media sites** or as approved by the Superintendent. Principals shall determine if copies of materials shall be made available to families who do not have access to the internet.

In all cases, notification of the following is not permitted:

1. Material that is insulting to or violates the rights of others, including but not limited to material that is libelous, invades the privacy of others, infringes on a copyright or is in any way prohibited by state or federal law
2. Material that is socially inappropriate or inappropriate due to the maturity level of the students, including but not limited to material that is obscene, pornographic or lewd, vulgar or indecent, or is insulting to any group or individual
3. Material that may incite (lead) persons to commit illegal acts or violate School Board policy
4. Material that is primarily of a commercial nature, including but not limited to, material that primarily seeks to advertise for sale, the products or services of outside businesses
5. Material that is likely to cause substantial disruption to or materially interfere with the proper and orderly operation and discipline of the school or school activities

LEGAL REF.: Wisconsin Statutes

Section 118.12(1) [Promotions in the schools]

120.12(2) [Board duty; supervision over the schools]

CROSS REF.: 1330, Facilities Use

1410, **Use of Free Materials**

1510, Advertising/Promotions

Current Employee Agreements

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: February 25, 2003

REVISED: March 25, 2003

December 19, 2006

September 28, 2010

RULE 1520

NOTIFICATION OF MATERIALS AND LITERATURE TO STUDENTS

I. Notification of School Sponsored Materials

School sponsored materials may be placed for notification by school personnel with the approval of the Superintendent/designee. Notification of such materials shall be in accordance with adopted policies, rules and procedures. Materials are considered “school sponsored” when intended to be an extension of the school’s curriculum and notification is given under the direction of school personnel. School sponsored materials must be consistent with the District’s curriculum or programs. Such notification is intended to be informational in nature and may include information about the school’s operations, programs and events. School sponsored materials may include information about a school sponsored or co-sponsored community event that is related to the school’s mission, is an extension of the District’s curriculum, and will educationally benefit students.

II. Non-School Sponsored Materials

Non-school sponsored materials may be placed for notification in accordance with adopted policies, rules and procedures. Notification shall not be construed as an endorsement or approval of the materials by the District. Recognizing that the primary mission of the District is to meet the educational needs of its students, the District reserves the right to disallow notification that is inconsistent or interferes with this mission.

A. Requests to Provide Notification of Materials by Students

Students requesting materials to be placed for notification shall submit a copy of the materials and a request to the Superintendent/designee prior to publication. The material must contain the following:

1. The name of the sponsoring student or organization, and detailed information regarding the event to include; date, time, cost and location of event.
2. A clear and bold statement using front size 12 or larger on the front of the notice stating. “This material and/or activity is not sponsored by ~~the School District~~ **KUSD** or its personnel.”

The Superintendent/designee shall provide a timely response to the student’s request. All materials placed for notification are not sponsored by the school district or its personnel.

B. Requests to Provide Notification of Materials by Non-Students

It is the policy of this Board to provide notification to students by outside individuals or organizations under limited circumstances. Non-school sponsored materials may be placed for notification for students only if the following are true:

1. The group or organization requesting to have their material placed for notification is a School Related Activity Group (e.g., PTA), a Recreation Department Sponsored Group, **a Kenosha Unified Community Partner**, or a Kenosha Unified Community Youth Group, as those terms are defined in Policy 1330.1.
2. The group or organization follows the procedure for notification of the materials.
3. The notification does not interfere with classroom instruction.
4. The materials meet the following criteria:
 - a. The materials must provide information regarding a non-profit Kenosha Unified Community Youth Group sponsored activity that promotes the health, education and/or welfare of District school age children.
 - b. The materials must provide information regarding a specific activity/event for students, but the material to be placed for notification must not seek to indoctrinate or convert.
 - c. The activity/event does not violate the law.

RULE 1520
NOTIFICATION OF MATERIALS AND LITERATURE TO STUDENTS
Page 2

- d. The program/activity must be considered age-appropriate by the Superintendent/ designee.
- e. The materials must contain the name of the sponsoring group, detailed information regarding the event to include; date, time, cost and location of event and a clear and bold statement using font size 12 or larger on the front of the notice stating: "This material and/or activity is not sponsored by ~~the School District~~ **KUSD** or its personnel."

An electronic copy of the materials and a request must be submitted to the Superintendent/designee prior to the proposed notification. The Superintendent/designee shall provide a timely response to the request. No student may be required, coerced or harassed to accept the materials. All materials placed for notification are not sponsored by the school district or its personnel.

III. Special Consideration for Notification in District Elementary Schools

The District recognizes that elementary school children are highly impressionable due to their relative age and less developed cognitive, emotional and psychological development. For this reason, elementary school children are vulnerable and more susceptible to outside influences than are middle and high school age children. Due to their underdeveloped ability to distinguish the source of written materials and weight to be given to any messages contained therein, notifications of materials in elementary schools will be given closer scrutiny for age-appropriateness. Materials that seek to market, solicit money, recruit, indoctrinate or convert shall not be placed for notification in the elementary schools to elementary school students.

IV. Notification Guidelines

Permission must be received from the Superintendent/designee for notification of materials on the District ~~w~~Web-Site at least one month prior to the scheduled event. A general rule to be followed for notification of materials to students is that information disseminated should be an extension of the curriculum of the School District. Requests for notification of advertising materials for businesses will not be approved. All requests for notification must be in accordance with the District School Board Policies. An electronic copy of the item to be posted on the District/School website must be submitted to youthevents@kUSD.edu for review along with a description of intent for approval. Approval will be sent along with dates posted. All information posted will be removed 30 days after posting.

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

June 25, 2013

POLICY/RULE 1220 – CABLE TELEVISION

Policy and Rule 1220, Cable Television was reviewed and found to be aligned with current practice within the District. Changes were made to reflect the administrative organizational structure of personnel assigned as deputies responsible for the operating and programming of the District's subscriber cable channel and the addition of a cross reference to Policy 1213, Web Publication.

At its May 14, 2013, meeting, the Personnel/Policy Committee voted to forward revised Policy and Rule 1220 to the School Board for consideration.

Administrative Recommendation:

The Board approved revised Policy and Rule 1220 as a first reading on May 21, 2013. Administration recommends that the School Board approve as a second reading this evening revised Policy and Rule 1220, Cable Television.

Dr. Michele Hancock
Superintendent of Schools

Tanya Ruder
Executive Director of Community Partnerships & Media Relations

POLICY 1220
CABLE TELEVISION

The cable television channels provided by the local cable television company shall be utilized by the District to provide educational and informational programming to the community and schools. - All programs cablecast shall be consistent with the mission of the District and supportive of the goals approved by the School Board.

The ~~Specialist for Library Media and Instructional Technology~~ **Interactive Communications Specialist** is responsible for the operating and programming of the District's subscriber cable channel.

~~The Specialist for Library Media and Instructional Technology is also responsible for coordinating all programming on the District access channel distributed to the community on the subscriber network.~~

LEGAL REF.: Wisconsin Statutes

Sections 120.13 [Board power to do all things reasonable for the cause of education]
120.13(22) [Board power; cable television]

CROSS REF.: 1200, Public Relations Program

1210, Communication - School Sponsored (Including Crisis)

1213, Web Publication

1510, Advertising/Promotions

3220, Funding Proposals and Grants

3643, Emergency **School** Closings (Inclement Weather)

6100, Mission, Principles, Goals, Results

~~6110, Instructional Program Mission and Beliefs~~

8860, Citizen Advisory Committees

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: December 28, 1990

REVISED: February 9, 1999
February 25, 2003
December 19, 2006

RULE 1220
CABLE TELEVISION

1. Students may elect to be involved in production of cable television programs under the supervision of qualified staff members.
2. Diverse programming will be provided to avoid overemphasis upon any one portion of the District's curriculum-activities or personnel.
3. No student, staff member or anyone else appearing on a program will be exploited for private commercial purposes. Each individual's right to privacy will be protected at all times. The acquisition of signed release forms, where required, will be the responsibility of the program producer.
4. Obtaining the necessary royalty and/or copyright clearances, prior to scheduling of a broadcast, will be the responsibility of the program producer.
5. Program sponsorships will be permitted, except that no sponsorship promoting the use of alcohol, drugs, tobacco or other harmful substances will be permitted. Any sponsorship inferring or endorsing any other product, process or activity that is inconsistent with the District mission or educational objectives of the District is prohibited. Acknowledgment of acceptable sponsorship will be limited to the "Kenosha Community Television Commission" guidelines, "This program was made possible through funding provided by appropriate sponsors." No slogans or other descriptions of a commercial nature will be used.
6. Funding for District programs may be sought from outside sources, including grants, trusts and funding from governmental and other sources. Acceptance of such funding shall require approval of the Superintendent of Schools.
7. Live cable casting of District activities that may have an impact upon participation, spectatorship or revenues will require the approval of the Superintendent.
8. Federal, state and local cable regulations will be honored at all times; where District policies are more restrictive, the latter will take precedence.
9. The District will be responsible for the maintenance of all District-owned equipment. All persons using District production equipment will be required to attend training sessions and/or demonstrate competency in its use. All persons using equipment will exercise sound, careful judgment when operating equipment.
10. When working on a cable production, students will be expected to abide by all school rules and are to exercise good judgment in regard to dress and behavior.
11. All program media becomes the property of the Kenosha Unified School District. The District maintains the right to apply for copyright through the U.S. Office of Copyright. Copies of media will not be made for private individual use. Exceptions to these guidelines will require the approval of the **Interactive Communications Specialist** ~~Specialist for Library Media and Instructional Technology~~.

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

June 25, 2013

KTEC LEASE EXTENSION

Background:

On April 8, 2008, the School Board approved a lease agreement with the City of Kenosha for the use of the former Lincoln Elementary School for the purposes of housing the Kenosha School of Technology Enhanced Curriculum (KTEC) school. Elector approval of the lease was not needed because it is a lease agreement between two governmental bodies. The lease (which is provided as the attachment to this report) is a 5-year lease with the ability for 4 additional 5 year terms for a total length of 25 years. This term was chosen based on the expected life of the building. The rent payment for the first 5-year term was \$30,000 per year to be paid in quarterly installments (Article 3). The lease also called for the annual rent payment to increase by \$10,000 for each of the 4 subsequent terms (Article 4).

The effective date of the lease was December 22, 2008, so the first five year period of the lease will expire on December 21, 2013. Article 2 of the lease requires that KUSD must give the City written notice of our intent to exercise the option to extend the lease by another five years at least 90 days, but no more than 180 days prior to the expiration of the current term of the lease. June 25, 2013 is 180 days prior to the expiration date. Article 30 of the lease provides the details on the format and form of the notice which will require the signatures of the Board President and the Board Clerk.

It is recommended that KUSD extend the lease an additional five years at \$40,000 per year and that we send this notice to the City of Kenosha shortly after June 25, 2013. A letter will be prepared for signatures including the information from this report and reference to the School Board approval that will be recommended at the June 25, 2013 regular Board meeting.

This report was reviewed by the Planning, Facilities, and Equipment Committee at the June 11, 2013 meeting, and the Committee unanimously recommended that it be forwarded on to the full Board for consideration.

Administration Recommendation:

Administration recommends School Board approval to extend the lease for the KTEC school in its present location as described in this report.

Dr. Michele Hancock
Superintendent of Schools

Mr. Patrick M. Finnemore, PE
Director of Facilities

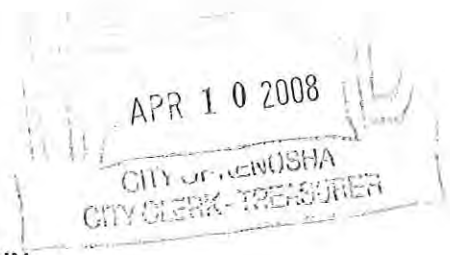
LEASE

By And Between

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

And

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



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

WITNESSETH:

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

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

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

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

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

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

ARTICLE 1 - PREMISES

1.1 PREMISES. **CITY** does hereby lease, let and demise to **LESSEE** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

1.2 CITY WARRANTY AND REPRESENTATIONS. **CITY** warrants and represents that, after the **CLOSING**, it will be the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

1.4 ACCEPTANCE. **LESSEE** acknowledges that it is well familiar with the condition of the **PREMISES** and accepts the **PREMISES** as suitable for **LESSEE'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **LESSEE** by this Lease.

ARTICLE 2 - TERM

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

2.2 OPTION TERMS. **LESSEE** shall have the option to renew this Lease for

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

2.3 EARLY TERMINATION.

2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

2.3.2 Cessation of Operation. Should **LESSEE** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for one (1) year, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **CITY**, absent a duly authorized and approved release of this provision by **CITY**.

2.4 LESSEE'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION.

Upon termination or expiration of this Lease:

2.4.1 Condition. **LESSEE** shall deliver possession of the **PREMISES** to **CITY** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **CITY** shall be entitled to retain all Improvements to **PREMISES** made by **LESSEE**.

2.4.3 Personal Property. **LESSEE** may remove its personal property to which title has not passed to **CITY**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

ARTICLE 3 – RENT (INITIAL TERM)

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

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

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

b. Payments are to be made to "KENOSHA PUBLIC MUSEUMS FOUNDATION, INC."

ARTICLE 4 – RENT (OPTION TERMS)

LESSEE shall pay as and for rent the following sums:

Option Period 1 (Years 6-10)	\$40,000
Option Period 2 (Years 11-15)	\$50,000
Option Period 3 (Years 16-20)	\$60,000
Option Period 4 (Years 21-25)	\$70,000

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

ARTICLE 5 - IMPROVEMENTS

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

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

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

a. Builder's All Risk Insurance, with **CITY** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting **LESSEE** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

5.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

5.5 CONSTRUCTION LIENS. **LESSEE**, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** without the prior, written consent of **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against **PREMISES**. In order to void such liens, **LESSEE** shall promptly pay or cause to be paid all undisputed bills for labor and materials. In the event any involuntary lien attaches to **PREMISES**, **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit **LESSEE** from financing Improvements subject to a security lien on Improvements. However, **LESSEE** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

5.6 UNAUTHORIZED IMPROVEMENTS. Should **LESSEE** make any Improvements without prior **CITY** approval, which are not satisfactory to **CITY**, then, upon written notice to do so, **LESSEE** shall remove the same, or if agreed upon by **CITY**, cause the

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

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

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

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

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

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

ARTICLE 6 - CARE, MAINTENANCE AND REPAIR OF PREMISES

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

a. Be responsible for the repair and maintenance of **PREMISES**, including all Improvements and capital repairs therein, mechanicals and boiler heating system, whether preëxisting or placed thereon by **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **CITY**, its employees, agents, subcontractors, or principals, during the **SUMMER TERM**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

b. Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

c. Be responsible for grass cutting and snow removal from the **PREMISES**.

d. Maintain Improvements and perform all repair work in accordance with

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

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

ARTICLE 7 - ACCESS TO PREMISES

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

ARTICLE 8 - REGULATORY SIGNS

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

ARTICLE 9 - UTILITIES

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

ARTICLE 10 - USE OF PREMISES

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

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

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

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

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

ARTICLE 11 - ASSIGNMENT/SUBLEASE

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

ARTICLE 12 - GOVERNMENTAL REQUIREMENTS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. LESSEE agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

12.2 LICENSES, CERTIFICATES AND PERMITS. LESSEE shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including **CITY**, having jurisdiction over **PREMISES**, as improved, or over **LESSEE'S** operations at **PREMISES**.

12.3 TAXES AND FEES. LESSEE shall pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on **PREMISES**, as improved, or **LESSEE'S** operation hereunder, and shall make all applications, reports and returns required in connection

therewith.

ARTICLE 13 - QUIET ENJOYMENT

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

ARTICLE 14 - NATURAL DISASTER

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

ARTICLE 15 - INTERRUPTION IN USE OR ENJOYMENT

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

ARTICLE 16 - INDEMNITY AND HOLD HARMLESS

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

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

ARTICLE 17 - SANITATION

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

domestic garbage pickup and disposal services.

ARTICLE 18 - BENEFITS

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

ARTICLE 19 - NONWAIVER OF RIGHTS

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

ARTICLE 20 - INSURANCE

LESSEE shall procure and maintain, during the Term of this Lease, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as "additional insureds", and proof of payment of premium to the City Clerk/Treasurer for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the Term of this Lease. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **LESSEE**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **LESSEE'S** operations hereunder are enacted which adopt or increase the

minimum insurance requirements, and **LESSEE** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **LESSEE** fail to furnish, deliver and maintain such insurance coverage as above provided, **CITY** may obtain such insurance coverage and charge **LESSEE** as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **LESSEE** to take out and/or maintain the required insurance shall not relieve **LESSEE** from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of **LESSEE** in ARTICLE 16 - INDEMNITY AND HOLD HARMLESS.

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

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

PREMISES;
Contractual; and,
Death and Personal Injury.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - RIGHTS OF ENTRY RESERVED

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

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

ARTICLE 23 - TAXES

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

ARTICLE 24 - FAILURE TO OBSERVE TERMS OF LEASE

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

ARTICLE 25 - INSURANCE OF IMPROVEMENTS

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

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

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

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

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

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

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

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

ARTICLE 26 - INTEGRATION

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

ARTICLE 27 - CONSTRUCTION - SEVERABILITY

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

ARTICLE 28 - TIME OF THE ESSENCE

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

ARTICLE 29 - APPROVALS

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

ARTICLE 30 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52nd

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

ARTICLE 31 – ENTIRE AGREEMENT

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

ARTICLE 32 – AGREEMENT NEGOTIATED AND DRAFTED BY ALL PARTIES

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

ARTICLE 33 - AUTHORITY

CITY enters into this Lease by authorization of action taken by the Common Council on the 7 day of April, 2008.

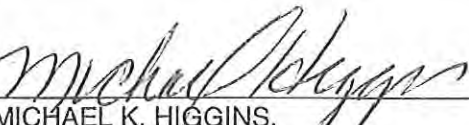
LESSEE enters into this Lease by authorization of action taken by its School Board on the 8 day of April, 2008, and represents to **CITY** that all acts which are a condition precedent to its entering into this Lease have timely taken place, and that **LESSEE**,

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

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

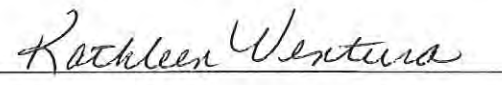
**CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

BY: 
JOHN M. ANTARAMIAN, Mayor
Date: 4-11-08

BY: 
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date: 4-11-08

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this 11th day of April, 2008, **JOHN M. ANTARAMIAN, Mayor**, and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor**, of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.



Notary Public, Kenosha County, WI.
My Commission expires/is: 10/11/09

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

BY:

JOHN DAVID FOUNTAIN, JR.
President, School Board
Date: 4-8-08

BY:

MARK HUIJK,
Clerk, School Board
Date: 4/8/08

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this 8th day of April, 2008, JOHN
DAVID FOUNTAIN, JR., School Board President, and MARK HUIJK, School Board Clerk, of
KENOSHA UNIFIED SCHOOL DISTRICT, NO. 1, a Wisconsin common school district, to me
known to be such Superintendent and Clerk of said School District, and acknowledged to me
that they executed the foregoing instrument as such officers as the agreement of said School
District, by its authority.

Stacy Schroeder Busby
Stacy Schroeder Busby
Notary Public, Kenosha County, WI.
My Commission expires/is: 7/25/10

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

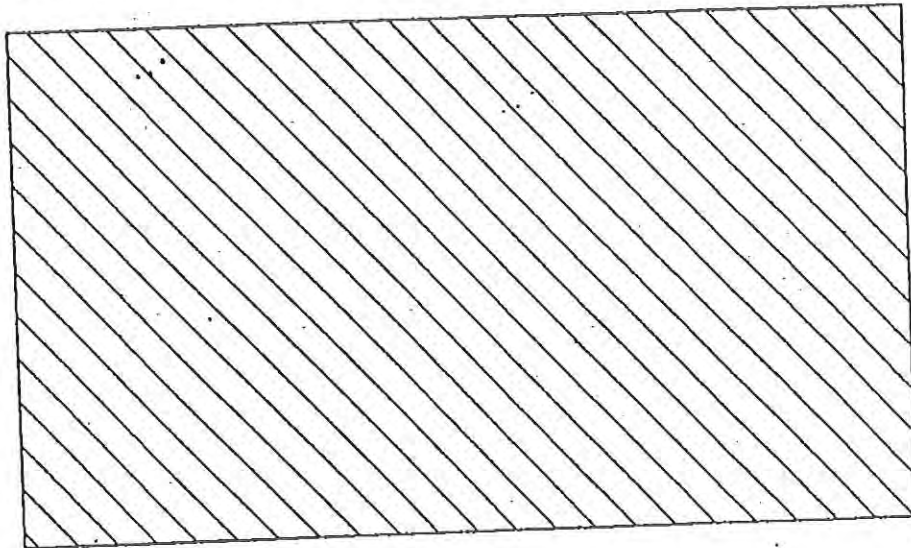
City of Kenosha
Vicinity Map
Lincoln Elementary School

Ave.

Ave.

68th

St.



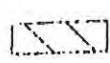
69th

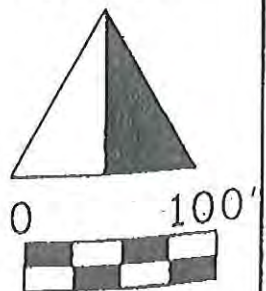
St.

18th

16th

NORTH

 Subject Property
6811 18th Avenue



123-6-3

**LEGAL DESCRIPTION
FOR
LINCOLN ELEMENTARY SCHOOL**

Kenosha Unified School District No. 1
To
City of Kenosha, a Municipal Corporation

Kenosha County Tax Parcel 05-123-06-306-001

FEE TITLE TO:

All of the land, excepting street right-of-way, contained in a Warranty Deed from Sarah E. Lyman, Francis H. Lyman, Emily E. Bond and Charlotte W. Bond to The City of Kenosha, recorded in Volume 68, Page 352, Document 87617 on July 3, 1912 with the Kenosha County Register of Deeds Office; ALSO,

All of the land, excepting street right-of-way, contained in a Warranty Deed from Sarah E. Lyman, Francis H. Lyman, Emily E. Bond and Charlotte W. Bond to The City of Kenosha, recorded in Volume 68, Page 353, Document 87618 on July 3, 1912 with the Kenosha County Register of Deeds Office; ALSO,

All of the land, excepting street right-of-way, contained in a Warranty Deed from John Beine to The City of Kenosha, recorded in Volume 69, Page 304, Document 87619 on July 3, 1912 with the Kenosha County Register of Deeds Office; ALSO,

All of the land, excepting street right-of-way, contained in a Warranty Deed from Ralph E. Fairfield and Wife to The City of Kenosha, recorded in Volume 69, Page 305, Document 87620 on July 3, 1912 with the Kenosha County Register of Deeds Office; ALSO,

All of the land, excepting street right-of-way, contained in a Warranty Deed from Sarah E. Lyman, Francis H. Lyman, Emily E. Bond and Charlotte W. Bond to The City of Kenosha, recorded in Volume 69, Pages 305-306, Document 87621 on July 3, 1912 with the Kenosha County Register of Deeds Office; ALSO,

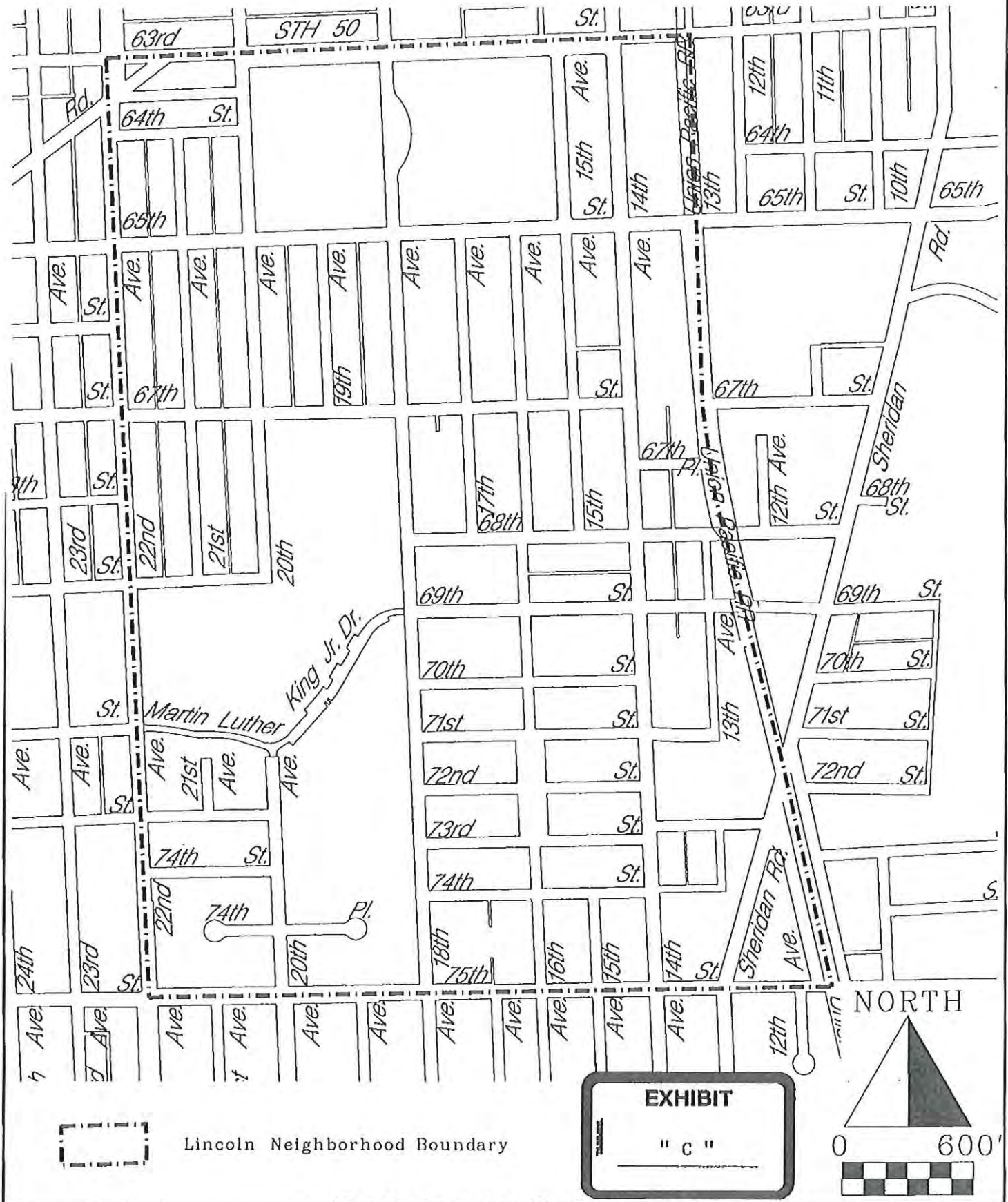
All of the land, excepting street right-of-way, contained in a Warranty Deed from Jakob Jessen and Wife to The City of Kenosha, recorded in Volume 69, Pages 306-307, Document 87623 on July 3, 1912 with the Kenosha County Register of Deeds Office;

ALL BEING THE PROPERTY KNOWN AS THE LINCOLN ELEMENTARY SCHOOL, TRANSFERRED TO THE KENOSHA UNIFIED SCHOOL DISTRICT IN VOLUME 781, PAGES 56-62, DOCUMENT 505823; SAID PROPERTY BEING CONTAINED IN THE FOLLOWING DESCRIPTION:

Part of the Southwest Quarter of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin and being further described as beginning at the southeast corner of the intersection of 68th Street and 18th Avenue; thence east along the south line of 68th Street, 468 feet, more or less, to the west line of 16th Avenue; thence south along the west line of 16th Avenue, 264 feet, more or less, to the north line of 69th Street; thence west along the north line of 69th Street, 468 feet, more or less, to the east line of 18th Avenue; thence north along the east line of 18th Avenue, 264 feet, more or less, to the south line of 68th Street and the point of beginning.



Lincoln Neighborhood Plan



KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

June 25, 2013

2013-14 CAPITAL PROJECTS PLAN

Background:

Board Policy 3711 requires that a major maintenance project list be developed annually by the Department of Facilities Services and that the list be reviewed by the Planning, Facilities, and Equipment Committee and taken to the School Board for action no later than April 1st of each year. Due to the uncertainty of the 2013-14 budget and the proposal for the energy efficiency projects also discussed this evening, we purposefully delayed this report.

The overall major maintenance plan is updated on a regular basis with annual evaluations of each project on the list by the Facilities Department. The plan includes “place marks” for annual-type projects, which include roof, boiler, asphalt/concrete, and carpet replacements. Each project is prioritized by the Facilities Department based, in-part, on the priority system detailed in the Board Policy. Generally, this report also includes the capacity projects as required by Board Policy 7210; however there are no capacity projects proposed for the coming year.

The major maintenance budget for 2011-12 was \$2,000,000. The budget was reduced to \$600,000 for the 2012-13 fiscal year as part of the unprecedented budget reductions that were necessary this past year. The plan for this year was to restore the budget back to \$2,000,000; however, we are proposing a budget of \$1,500,000 or a \$500,000 reduction for this year and the next two years to fund security improvements at all of our facilities. This is discussed in more detail in the energy efficiency and security project report also in this evening’s agenda. Of the proposed \$1,500,000 budget, \$500,000 will be used to continue to pay off the loan used to fund the Reuther masonry restoration project, leaving \$1,000,000 for projects this year.

The 2013-14 capital projects plan is provided as the attachment to this report. The plan is a continuation of the overall major maintenance plan initiated twelve years ago, and the energy savings project program started ten years ago. The major maintenance plan includes a proposed contingency of \$31,000 or 3.1% of the available budget for projects that will be performed this year, i.e. not including the Reuther masonry project loan payment. Board Policy 3711 recommends that a contingency of not more than 5% be reserved at the beginning of each year; contingencies have ranged from 0.86% to 4.25% over the past twelve years.

This report was reviewed by the Planning, Facilities, and Equipment Committee at the June 11, 2013 meeting, and the Committee unanimously recommended that it be forwarded on to the full Board for consideration.

Administration Recommendation:

Administration recommends School Board approval of the 2013-14 Capital Projects Plan as described in this report.

Dr. Michele Hancock
Superintendent of Schools

Mr. Patrick M. Finnemore, PE
Director of Facilities

Mr. John E. Setter, AIA
Project Architect

PROPOSED 2013-14 MAJOR MAINTENANCE PROJECTS PLAN

Asphalt/Concrete Replacement/Repair:

This is an annual project to replace asphalt and concrete in areas that are in the poorest condition or to better facilitate access to the school site or building. The proposed projects for this year include replacement of the parking lot at Bose Elementary School, replacement of the east circle drive at Tremper High School, and replacement of the entry area/plaza west of the bleachers at Ameche Field. In addition money in this account is reserved to pay for any City mandated or requested sidewalk or curb and gutter replacements at schools.

The estimated cost for the overall asphalt/concrete projects is \$265,000.

Flooring Projects:

We are proposing two flooring projects for this coming summer:

- Asbestos abatement of the lower level that houses the art rooms and of the first floor lecture/study hall area both at Bradford High School, and replacing the asbestos tile with VCT.
- Replacement of the carpeting in the library at Grant Elementary School.

The estimated cost of the flooring projects is \$45,000

Building Exterior Wall Major Maintenance:

The biggest component of this category is the \$500,000 payment of a portion of the Reuther Central exterior masonry project. The other projects include tuck-pointing and refurbishment of the interior light wells and gym walls at Grant and Jefferson Elementary Schools, and tuck-pointing and refurbishment of the old gym area (now classrooms) walls of Whittier Elementary School.

The estimated cost for the overall building exterior wall project is \$725,000.

Roof Replacements and Major Repairs:

This is an annual project to replace the oldest and most troublesome roofs in the District. The roof sections in need of replacement or major repair are determined by the comprehensive roof assessment program that the District initiated twelve years ago. The roof sections that will be replaced or repaired in 2013-14 are at Somers Elementary School, Lincoln Middle School, and Bradford High School.

The estimated cost is \$250,000 for engineering and survey fees, roofing replacement, and other repair work that will be determined after the spring surveys are completed.

Locker Painting:

This is also an annual type project and will continue until we are able to get all of the older school lockers painted. This year our plan is to replace the boys physical education lockers at Bullen Middle School with those from the former McKinley Middle School and then painting them once they are installed at Bullen, as well as a similar project to replace the pool locker room lockers at Vernon Elementary School with hallway lockers from McKinley Middle. The total estimated cost is \$12,000.

Security Projects:

This is also an annual-type project; however the separate security proposal if approved will allow us to focus these funds on rekeying projects at schools. The project proposed for this year would be a rekeying of Bradford High School. Bradford has at least 6 different key/lock systems which makes control over keys very complicated. We will put the entire school on one system at an estimated cost of \$57,000.

Toilet Partition Projects:

This project includes replacement of toilet partitions with solid-core plastic partitions at specific restrooms at Lance Middle School and Bullen Middle School. The estimated cost for these projects is \$15,000.

Exterior Door Replacement Projects:

This is another annual-type project that replaces the oldest wood and steel exterior doors in the District with well-insulated, vandal-resistant doors. The proposed replacement doors this year would include doors from the following schools: Washington Middle School, Southport Elementary School, Hillcrest School, Curtis Strange Elementary School, Harvey Elementary School, and Somers Elementary School. The estimated cost for the exterior door replacement projects for this year is \$50,000.

Clock System Replacements:

This is a long overdue project that will take place over several years. This will replace the hard-wired clock systems (generally Simplex systems) with wireless clock systems. The schools that are being targeted for this first year are Lance Middle School and Bullen Middle School. The estimated cost for the two projects is \$50,000.

Energy Saving Projects:

We are still developing the final project list for the coming year, but the largest single project will be the replacement of single pane windows and metal panels in the original portion of Somers Elementary School with brick and energy efficient windows. The other projects will be lighting related, most likely LED exterior wall-pack lighting projects at numerous schools. We will not know the full extent of the energy saving project budget until the end of the fiscal year as these projects are funded by the energy saving programs we have in place.

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

June 25, 2013

ENERGY EFFICIENCY AND SECURITY PROJECT PROPOSAL

Energy Efficiency Project Proposal:

1. 2011 Wisconsin Act 32

2009 Wisconsin Act 28 was developed with the intent to provide a mechanism for school districts to fund quick payback energy efficiency projects outside their revenue limit and use the energy savings to “pay back” the funds used for the capital improvement. In almost all cases the projects implemented as a result of Act 28 were small (under \$100,000) projects with paybacks in the range of less than 2 years. 2011 Wisconsin Act 32 modified the law to include payment of debt service on bonds issued to finance the energy efficiency projects provided:

- The projects result in energy or operational cost reductions or avoidance
- The projects are completed through the use of a performance contract as governed by State Statute 66.0133
- The bonds or notes used to finance the project are issued for periods not exceeding 20 years

The original law was focused generally around smaller school districts that could not fund the smaller energy efficiency projects that KUSD implements every year. The change in the law provides an opportunity for KUSD to implement large energy efficiency projects that we would not otherwise be able to fund and/or projects that would not be funded for many years in a one or two year window.

2. Identification of Schools

The EPA Energy Star rating System is a method of evaluating how energy efficient a building is by comparing it with other similar buildings across the country. When KUSD began our energy conservation programs just over 10 years ago, the average Energy Star Rating for our schools was 40.97. Through the implementation of energy saving projects and the operational energy savings program we have raised our average up to 77.54. Buildings with ratings of 75 or greater qualify as an Energy Star Rated Building, so as a District we are now above that target. We do have schools below the target value and in some cases well below primarily due to original design of the buildings. Attachment 1 to this report provides the most recent Energy Star Ratings of each of our buildings along with the rating the building had when we first entered the Energy Star program.

In identifying schools to include for energy efficiency improvements, we selected the eight lowest EPA Energy Star Rated schools in the District and the only schools with a rating lower than 70. These schools and their Energy Star Ratings are:

- Bose – 68
- Forest Park – 48
- Grant – 64
- Grewenow – 53
- Harvey – 59
- Jeffery – 62
- Roosevelt – 64
- Vernon – 39

We decided to add Jefferson Elementary to the mix of schools because it is a sister school of Grant and the two schools have similar problems that can be corrected. Jefferson does have a different layout and a smaller footprint which helps with its Energy Star rating of 76.

3. Identification of Projects

Once the schools were identified, we reviewed all of our capital project, maintenance and energy data as well as performed a detailed walkthrough of each of the buildings to identify potential energy savings projects. Those projects were evaluated to determine the capital investment needed, potential energy savings, and other benefits related to each project. A detailed scope of work was developed for each school and that information is summarized in Attachment 2 of this report. The scope of work for each school differs due to the design and operation of the building, but in general the projects include:

- HVAC Systems – Boilers, ventilation systems, etc.
- HVAC Control Systems
- Lighting – Interior and Exterior
- Roofing
- Exterior Walls/Windows
- Creation of Vestibules at Entrances

The estimated cost for the projects at the nine schools is \$16,690,000 ranging from a low of \$816,812 for Jeffery Elementary to a high of \$3,095,409 for Vernon Elementary. Generally the largest contributors to the schools with higher costs are whether we are including a major roof replacement or not, the scope of work related to the HVAC system upgrades, and/or the scope of exterior wall/window work. In the case of Vernon and Harvey, the exterior wall work is substantial. Those two buildings, which are sister schools outside of the additional wing on Vernon which now houses the Brompton School, were constructed using pre-fabricated with single pane glass integral to the panels. The single pane glass cannot be replaced as an individual project and can only be replaced if the entire panel is replaced. Since the wall panel does not include any measurable amount of insulation anyway, the scope of work is to remove the entire exterior face of the building and the replace with traditional block, brick and windows. This work can be done because the structural component of the building is a steel structure located behind the panels. Attachment 3 of this report provides a comparison of the current exterior of Vernon versus a rendering of what the building will look like after this project is complete. This project will have significant energy and maintenance benefits as well as the added benefit related to aesthetics.

Detailed scopes have been developed for each of the projects, but are not included in this report for the purpose of keeping the size of this report manageable. These scopes will be refined as we go through the process to ensure that the project is in accordance with Act 32.

4. Performance Contracting

The least attractive component of the changes made by Act 32 was the performance contracting requirement. Performance contracting has two positive benefits, one it provides a financial guarantee of savings over the course of the life of the bond, and two it provides districts without the expertise on staff a means to implement these types of projects. The first benefit has some value, but in a 20-year bond, there is not a substantial amount of checks and balances with respect to the guarantee. The second is not of great value to KUSD since we have in-house capability of managing all phases of these types of projects. Our intent is to control the amount of services provided by the performance contractor to only those services required by law or would otherwise be more expensive through the use of a different consultant or contractor.

Typically RFPs related to the hiring of a performance contractor are very open-ended and result in a quotation of one fee percentage which is the theoretical mark-up the performance contractor will be charging for the total value of the project. For example the contractor may indicate in their proposal that their fee is 7% which for a \$15,000,000 project would be \$1,050,000. In reality the actual fee collected by the performance contractor can be more than this if they also provide some or all of the consulting and procurement services, and some performance contractors may also provide some or all of the construction and/or equipment costs. It is our plan to provide a very prescriptive Request for Proposal (RFP) that includes the specific schools, projects and budget estimates that will be included in our scope of work. We will also have a bid form that requires a detailed breakdown of the components of the fee percentage as we intend on picking and choosing what services we will have the performance contractor perform. We expect to have the contractor only provide the performance guarantee and associated bond as well as performing all of the energy savings calculations. We may choose to have them do more based on a comparison of their costs versus all alternatives. One example of an additional service may be mechanical engineering design work. Depending on their fee proposal, the performance contractor may be less expensive than if KUSD direct hired a mechanical engineering firm. We will tailor our RFP process so that we will easily be able to make these decisions.

5. Impact on Major Maintenance Budget

One of the additional benefits of implementing an Act 32 project would be the opportunity to reduce the amount of major maintenance expenditures for some period of time because of the number of projects included in this scope that would otherwise be funded by major maintenance. The traditional major maintenance budget for KUSD is \$2,000,000 per year with \$500,000 of that money being used to pay off the loan used to fund the Reuther masonry restoration project. We are proposing a reduction of the major maintenance budget of \$500,000 per year for 3-4 years. The second portion of this report provides a recommendation on how this money should be used for the benefit of our students, staff and public.

6. Financing

As mentioned in (1.) above, 2011 Wisconsin Act 32 allows school districts to issue bonds or notes to finance the energy efficiency projects.

The proposed energy efficiency projects total \$16,689,540. If KUSD wishes to finance these projects with long-term debt, the debt can be issued under revenue limits in Fund 38. Debt issued in Fund 38 does not require a referendum, but does require a 30-day petition period. Further, if the maturity of the debt exceeds ten years, a Public Hearing is also required.

The process for issuing Fund 38 debt would begin with an Initial Resolution. Upon Board approval of the Initial Resolution, a Notice to Electors is published in KUSD's official newspaper. Within 10 days of publication of the Notice, a Public Hearing is held for informational purposes. From the date of the Public Hearing, the electorate has 30 days to file a petition to stop the process. The petition must be signed by 20% of the school district electors (as determined by the number of voters at the last gubernatorial election), or 7,500 electors, whichever is less.

If no petition is filed, KUSD can issue the bonds to finance the projects. If the three parameters defined in 2011 Wisconsin Act 32 are met (as defined in (1.) above), the KUSD Board can levy for the debt service on the bonds outside revenue limits (energy efficiency exemption). The decision regarding the levy will be made on an annual basis, and future KUSD elected officials will make that determination.

On a preliminary basis, we are contemplating a 20-year bond issue with a "wraparound" structure. As shown on Attachment 4, this methodology attempts to minimize the tax impact by taking advantage of the future decreases KUSD's debt service payments, which decrease slightly in 2016 (approximately \$700,000) and then dramatically in 2017 (a decrease of over \$5,000,000). This structure may make that annual decision easier as it likely will have a minimal impact on the overall tax levy.

Lastly, KUSD also has an opportunity to refinance the 2002 Bonds. As shown on Attachment 5, the estimated savings associated with the refinancing is over \$225,000, or approximately \$75,000/year in 2014-2016. To create efficiency in issuance costs, the refinancing could be done in conjunction with the energy efficiency financing.

7. Key Activities and Time Line

- Initial Presentation to School Board – May 21st
- Committee Meeting Presentation – June 11th
- Budget Recommendation to Board; Approval of Initial Resolution – June 25th
- Issue RFP for Performance Contractor – June 26th
- Publication of Notice to Electors (within 10 days of adoption of Initial Resolution) – July 1st
- Public Hearing (within 10 days of publication of Notice) – July 9th
- 30-day Petition Period begins the day after the Public Hearing
- Final Approval by Board – August 13th
- Board approval, sale of bonds – August 27th
- Design & Implementation – Completion by September of 2015

School Security Proposal:

1. Current Status of Security Hardware in our Buildings

The first local cameras were installed in our high schools the late 1990's. These cameras had limited storage capabilities and the picture quality was poor, so they were more of a visual reminder to students to not misbehave than a means to identify the cause of vandalism, bullying, etc. The first integrated system was installed as part of the construction of Mahone Middle School in 2002. This system included a handful of cameras focused on the exterior of the school, a digital video recording system for those cameras, and a card access system on key doors. This basic system with significant improvements related to technology advancements has been implemented over time in many of our schools generally funded by grant money or private donations.

The School Board did approve funding of a basic card access package for all of our schools that was installed in 2007 and 2008. This package included card access readers on key doors as well as a buzzer/camera/intercom unit on the main entrance of each school. There are two different card access systems in our schools depending on what year the system was installed. Attachment 6 provides a summary of the card access systems in our schools.

One thing that we do not think everyone is aware of is the fact that not all of our schools have security cameras in them. Most of the schools that have cameras have purchased them using grant or private funds with the primary exception being new schools constructed after the year 2000. There are currently cameras in 23 schools and the Education Support Center, and 14 schools that do not have any cameras. Attachment 7 provides a summary of the camera status of each of the buildings.

2. Proposed Changes to our Security Infrastructure:

There are several changes that we are proposing; the following is a brief description of each of these changes as well as a cost estimate for each of them.

Security Cameras: This improvement would install cameras and digital video recording systems at the 14 schools without any cameras and a number of schools with only a small number of cameras. Of the 14 schools without any cameras, 13 are elementary schools and 1 is a middle school (Lincoln MS). A detailed summary of the number of the cameras needed and the associated cost estimated is provided as part of Attachment 7. The estimated cost to provide a comprehensive camera system at all of our schools is \$190,800.

Security Camera Head End System: Currently the camera systems that we have in our schools are local to each school. The schools have digital video recording (DVR) systems that records the video fed into it from multiple cameras. The DVR systems can hold data for a varying amount of days depending on how many cameras feed into them and how much video is being collected. This allows the school at least a few days to look back on video footage if a situation is not recognized immediately. This type of system works fairly well for collecting data after the fact, but is not very useful during an emergency as the video is not available anywhere except in the school itself. As we have developed and installed systems, we have kept open the option of linking all of the systems together back to a server(s) that would be accessible by approved KUSD

personnel and local enforcement. Attachment 8 provides a breakdown of the costs associated with implementing this type of system. This would include a one-time cost of \$259,725 and a reoccurring cost of \$15,000 per year for licensing fees. This type of system has become commonplace in schools and communities across the country and would allow our local police and sheriff departments real-time access to all of the cameras in our schools in the event of an emergency.

Security Systems on One Common Software System: As mentioned earlier, we have a number of other security hardware devices in the district including card access systems for exterior and selected interior doors, door bells at a handful of elementary schools, and audio/video entry systems on the main exterior door(s) to our schools. These systems are managed by software programs. We currently have two different systems split fairly evenly amongst our buildings. Attachment 6 shows the breakdown of the two systems and an estimated cost to convert all of the buildings to the more sophisticated TAC system. The TAC system is the more logical choice as we have TAC building control systems in several schools for the HVAC systems. The estimated cost for this is \$162,000.

Addition of Door Bells at Elementary Schools: A handful of our elementary schools have door bells that ring in areas other than just the main office. This is especially useful for being able to keep the school locked after hours when parents are coming to pick up their children from the after school programs at the schools. The most typical locations where the doorbells ring are cafeterias or gymnasiums. This allows the parent to alert the after school program people that they are the door as opposed to keeping a door unlocked. The estimated cost to install a doorbell at every elementary school is \$2,250.

Phones in Every Classroom: Besides additional cameras, the other biggest request we get is to provide telephones in every classroom. The requests are not just for security reasons but having a phone in every classroom does provide a major improvement to just having the local intercom that communicates with the main office allowing for private conversations for security or other things such as student behavioral issues. Our standard design which has been installed in 10 schools and the ESC is a Voice over Internet Protocol (VoIP) system. Attachment 9 shows the current status of VoIP installation in the District as well as an estimated number of phones needed for the remainder of the schools. The estimated cost for VoIP installation in every school is \$800,000.

Instantaneous Mass Notification System: A number of schools and ESC staff have wanted a push button notification system in the main office/front desk to alert the rest of the building of an intruder. In researching the various options available, one product stood head and shoulders above everything else. This is a product called Singlewire InformaCast which can use push buttons, Voice over IP phones, computers (provided the software is up and running), and other electronic devices to initiate pre-recorded notifications. If we couple this with the VoIP and security camera head end system, we could have the ability to provide a warning from every classroom in the district as well as automatically pull up the nearest camera to where the warning was initiated. The head-end system will also allow this information to be transmitted in real-time to the police and sheriff departments including in squad cars. We could either purchase the software for \$66,735 along with an annual maintenance agreement or lease for \$18,900 per year

Overall Cost Estimate:

- Camera Systems \$190,800
- Security Head-End System \$259,725
- Common Software System \$162,000
- Door Bells \$ 2,250
- VoIP Phones \$800,000
- Singlewire \$ 66,735/18,900
- Total One-Time Costs \$1,500,410

- \$15,000 in annual licensing fees

3. Proposed Three Year Plan:

Our recommendation is to couple the security system upgrades with the Act 32 energy efficiency projects and associated reduction in the major maintenance budget. The \$500,000 per year reduction in the major maintenance budget would allow for the security upgrades to be implemented in a three-year period without the need to find a funding source within the general fund. The following is the proposed three-year roll-out of the security upgrades:

- 2013-14:
 - Security Camera Head End System -- \$259,725
 - Door Bells for Elementary Schools -- \$2,250
 - One Year Lease for Singlewire -- \$18,900
 - VoIP – Installation of VoIP phones in the main offices of all of the schools that do not currently have VoIP systems -- \$219,125
 - TOTAL FOR YEAR 1 -- \$500,000
- 2014-15:
 - Security Camera Additions including 14 schools with no cameras -- \$190,800
 - VoIP - Phase 2 of the VoIP installation \$242,465
 - Single wire -- Based on how we like the product we are making the assumption that we will want to move forward with a purchase of the product for \$66,735
 - TOTAL FOR YEAR 2 -- \$500,000
- 2015-16:
 - Security Systems on One Common Software System – One-time cost of \$162,000
 - VoIP – Phase 3 of the VoIP installation: 338,000
 - TOTAL FOR YEAR 3 -- \$500,000

This report was reviewed by both the Audit, Budget, and Finance and Planning, Facilities, and Equipment Committees at the June 11, 2013 meeting, and the joint Committees unanimously recommended that it be forwarded on to the full Board for consideration.

Administration Recommendation:

Administration recommends School Board approval of the Energy Efficiency and Security Project Proposal as described in this report. Further approvals of the energy efficiency projects will be necessary at subsequent meetings as described in this report.

Dr. Michele Hancock
Superintendent of Schools

Ms. Sheronda Glass
Executive Director of Business Services

Ms. Tina Schmitz
Chief Financial Officer

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

Kenosha Unified School District
Kenosha, Wisconsin

June 25, 2013

Board Approved Fees for the 2013-2014 School Year

As a component of the budget development process a review of the fees charged is conducted every year. Consistent with prior years, Finance has met with various stakeholders that administer fees to review the procedures and adequacy of the current fees. A Fee Sub Committee has also been established thru the Budget Council which consisted of members of the Finance Department and School Principals.

The following changes to the 2013-2014 fee structure are being provided to the Audit, Budget and Finance Committee and then the full Board of Education for consideration.

Student User Fees

School Year 2013-2014 Updates / Recommendations:

Administration is recommending only one change to the 2013-2014 Base User Fee Schedule. In conjunction with eliminating the \$24 Physical Education High School Course Fee which was assessed only to students with Physical Education on their schedule, an additional \$3 will be added to the High School Base User Fee for all students. This recommendation is the result of a drastic reduction in the cost of towel service as well as the elimination of the cost of providing swim suits. As this fee was the last remaining High School Course Fee driven by a student's schedule, the streamlining of fees will be complete and efficiencies will be gained by the increased simplicity and standardization.

The Athletics Department is proposing a new fee for students participating in Hockey. The \$900/player fee is currently being collected by the Hockey Booster Club which presents a liability issue, since KUSD would still be responsible for paying the ice time even if the collected money were to get "lost." Making this an official KUSD fee will protect us from any potential mishandling of the funds. Ice time is the major component of the fee. Administration proposes that we make this an official KUSD Athletic fee and handle the collections and payment for ice time directly. Parents are currently paying this exact amount to the Booster Club, which is relatively inexpensive for Hockey. The alternative to this fee would be for the KUSD Board to direct the Athletics Department to fund this costly sport out of the general fund.

Attachment A delineates the proposed 2013-2014 student fee schedule compared to the previous seven (7) years' student fees.

Fee Procedures:

- Students leaving the District during a school year will have a portion of that year's paid fees reimbursed based on *when* the student leaves. Students withdrawing from the District during the first semester (after the first 30 days), will have 50% of the Base User Fee reimbursed or applied toward any outstanding balance. Students withdrawing from the District after 30 days of the second semester will not have any fees reimbursed.
- Students entering the District after the start of the school year will only be charged a prorated Base User Fee depending on full quarters that they are in the District. All other fees will be assessed based on the actual usage during that school year.

- After a student leaves the District, either by graduation or transferring to another school district, these outstanding fees remain in the student receivable database until paid.
- Charter Schools are required to collect all applicable District required user fees according to the Board approved fee schedule, however Charter Schools will retain the fees to assist with the increased cost of operating a charter school.
- All schools wanting to charge for workbooks or supplemental materials must submit the fee to be reviewed and approved by the Teaching & Learning Department prior to the allocation of any funds for the purchase of these materials.
- All fees and payments for a student will be maintained in Zangle by the school at which the student is primarily enrolled (with the school having access to create the fee based on the circumstances e.g., field trips, yearbook, clubs and activity accounts).

Collections, Waivers & Refunds:

Base user fees are collected and due at the time of registration. Registration usually occurs in late August, but parents have the option of making payment arrangements with the School District or by paying their student(s) fee(s) online. Unpaid fees are considered delinquent on December 1st of each school year.

It is the expectation that all students be able to pay the student fees. Only in extreme circumstances will the current year's required user fees be waived with a recommendation of the Principal. Requests for waiver of a prior year's fees must be submitted to the Finance Department in writing and are reviewed on a case-by-case basis. Lost book fees, lost library book fees, Food Service fees, Youth Options fees, and vandalism/damage charges are never waived. The District also has a long-standing practice of not charging student fees for foster children and students housed in a homeless facility. Each school site is responsible for the collection of fees assessed to students at that site throughout the school year. Every attempt should be made by school staff to collect outstanding student balances.

The District will actively pursue collection for all past due fees, but will not prohibit a student from graduating or participating in the graduation ceremony.

When a student/parent/guardian is due a refund for any reason, the reimbursement of the fees will only be made when the amount is greater than \$25. All refund amounts less than \$25 will be maintained on the student's account and used to pay additional fees (i.e., academic fees, fieldtrips, fundraisers and fines) incurred during the school year or the next school year. If there are any outstanding fees on the student's account (or his/her sibling(s)' account), the amount requested for refund will be applied to those fees first. Refunds to students leaving the District will be made upon request, regardless of dollar amount.

Building Use Fees

District practice has been to consider the consumer price index (CPI) for the Chicago, Kenosha and Milwaukee urban area, and the District's overall costs to maintain facilities. In addition, the District has taken into consideration square footage and building amenities. Attachment B is a comparison of the prior five (5) years' building use fees compared to the proposed building use fees.

The Facilities Department has overhauled and streamlined the fee schedule in order to implement the new "School Dude" software for on-line rentals. Some fees have been consolidated and they are now more consistent between buildings. Additional rates have also been added for the enhanced turf fields. This simplified rate schedule also includes an additional 3% increase to account for CPI changes.

Recreation Fees

Administration is recommending no change to adult recreation fees for activities through the Recreation Center. No change is recommended for student fees for other activities organized by the Recreation Center. See Attachment C for a comparison indicating the recreation fees for the last seven (7) years and the proposed fees for fiscal year 2013-2014.

CLC Fees

After discussions with DPI CLC grant advisors, administration is recommending that the CLC fee be eliminated for the fiscal year 2013-14. Collection of these fees has proven to be extremely challenging and at times prohibitive to participation. KUSD needs to find a more sustainable way to fund the CLC program after the grants expire if we wish to continue offering this.

Summer School Fees

After reviewing the DPI issued guidance on Summer School Fees, we found that we lack the justification for charging Summer School Fees. Without detailed lists from our Summer School Coordinators/Principals on the exact consumable items that students would be using, the fees are not allowable. In general, an Aided Summer School Program shall be at no cost to a resident student; even field trip fees (if instructional) are not allowable.

Administrative Recommendation

At its June 11, 2013 meeting, the Audit, Budget and Finance Committee voted to forward this report to the Board of Education for consideration. Administration recommends that the Board of Education establish the fiscal year 2013-2014 fees for Students, Building Use and Recreation at the indicated rates. It is also recommended that the student fee structure be reflected in the General Fund's revenue and expenditures for the 2013-2014 District Budget.

Dr. Michele Hancock
Superintendent of Schools

Tina M. Schmitz
Chief Financial Officer

Tarik Hamdan
Budget and Grant Manager

KENOSHA UNIFIED SCHOOL DISTRICT
Historical Schedule of Student Fees
Proposed Fees for the 2013-2014 School Year

BASE USER FEES	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
High School	\$ 30	\$ 31	\$ 32	\$ 62	\$ 62	\$ 62	\$ 64	\$ 67
Middle School	52	53	55	70	70	70	72	72
Elementary School	40	41	43	43	43	43	44	44
Pre-School ⁽¹⁾	-	-	-	22	22	22	22	22

⁽¹⁾ Base User Fee includes individual project materials and workbooks

GRADE LEVEL FEES	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Language Art Fee for 7th & 8th Grade Transfer Student	\$ 20	\$ 20	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -
Writer's Inc. (9th Grade)	17	17	18	24	24	24	-	-

PROGRAM FEES	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
1:1 Electronic Device Program	\$ -	\$ -	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30
Kenosha Military Academy Leadership	-	-	25	25	25	25	25	25

COURSE FEES	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Art (6th grade)	\$ 5	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Art (7th and 8th grade only)	8	8	-	-	-	-	-	-
Art (High School Advanced Placement Classes)	35	35	35	-	-	-	-	-
Art (High School Regular Classes)	15	15	15	-	-	-	-	-
Extended Day Class (\$1 earmarked for Building)	10	10	10	-	-	-	-	-
Family and Consumer Science (High School)	20	20	25	-	-	-	-	-
Family and Consumer Science (6th Grade)	5	5	-	-	-	-	-	-
Family and Consumer Science (7th Grade)	8	8	-	-	-	-	-	-
Family and Consumer Science (8th Grade)	8	8	-	-	-	-	-	-
Health Class Fee (HS) for Red Cross Workbook/materials	1.50	2.00	3.00	-	-	-	-	-
Physical Education Fee (High School)	19	24	24	24	24	24	24	-
Physical Education Fee (Middle School)	15	15	15	15	15	15	-	-
Science (Advanced Placement HS Classes)	25	25	25	-	-	-	-	-
Science (Honors HS Classes)	15	15	15	-	-	-	-	-
Science (Regular HS Classes)	10	10	10	-	-	-	-	-
Technology Education (High School)	15	15	15	-	-	-	-	-
Technology Education (LakeView Academy)	25	30	30	30	30	30	35	35
Technology Education (Seventh & Eighth Grades)	8	8	8	-	-	-	-	-
Technology Education (Sixth Grade)	5	5	5	-	-	-	-	-

ATHLETIC FEES	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Athletic Catastrophic Insurance (MS, HS)	\$ 3.10	\$ 3.25	\$ 3.25	\$ -	\$ -	\$ -	\$ -	\$ -
Athletic Fee High School ⁽²⁾	50	55	55	55	55	55	75	75
Athletic Fee Middle School ⁽³⁾	20	25	25	25	25	25	50	50
Hockey Participation Fee	-	-	-	-	-	-	-	900

⁽²⁾ Fee per sport, \$10 earmarked for building athletic uniforms, \$150 max per student, \$300 per family

⁽³⁾ Fee per sport, \$5 earmarked for building athletic uniforms, \$100 max per student, \$200 per family

KENOSHA UNIFIED SCHOOL DISTRICT
Historical Schedule of Student Fees
Proposed Fees for the 2013-2014 School Year

OTHER SCHOOL FEES	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Activity Fee ⁽⁴⁾	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
Music Activity Fee ⁽⁵⁾	30	30	30	30	30	30	30	30
Instrument Usage ⁽⁶⁾	50	50	50	50	50	50	50	50
Parking ⁽⁷⁾	50	50	50	50	50	50	50	50
After School Program (per day)	5	5	5	5	5	5	5	-

⁽⁴⁾ Activity Fee (HS, \$30 max. per student, \$60 max. per family; for debate, forensics, academic decathlon, cheerleading, robotics and other competitive events)

⁽⁵⁾ Music Activity Fee (HS, \$60 max. per student; \$120 max. per family; for jazz ensemble, chamber orchestra, madrigal singers, golden strings, theater and drama)

⁽⁶⁾ Instrument Usage (MS, HS - \$50 max. per student, \$100 max. per family)

⁽⁷⁾ Parking (HS, \$30 for only second semester, students taking classes at multiple buildings will receive complimentary passes with proof of permit from their home school)

SUMMER SCHOOL FEES	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Elementary and Middle Schools	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ -	\$ -
High Schools	20	20	20	20	20	20	-	-
Gear-Up (MS, HS)	10	10	10	10	10	10	-	-

MISCELLANEOUS SCHOOL FEES	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Fines for Lost or Damaged Locks (MS, HS)	\$ 8	\$ 9	\$ 9	\$ 9	\$ 9	\$ 9	\$ 9	\$ 9
Copy of Student Records (per page)	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Copy of Student Transcripts	3	5	5	5	5	5	5	5
Lost I.D./Library Card (MS/HS)	5	6	6	1.50	1.50	1.50	1.50	1.50
I.D. Card Lanyard Replacement	-	2	2	0.50	0.50	0.50	0.50	0.50
Schedule Change (not required for Graduation)	-	-	5	-	-	-	-	-
Library Fines and Breakage Charges	----- At Cost -----							
Students Unable to Pay	----- Per School Board Policy -----							

KENOSHA UNIFIED SCHOOL DISTRICT
Historical Schedule of Building Use Fees
Proposed Fees for the 2013-2014 School Year

Swimming Pools			2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Bradford	Initial charge		\$ 213	\$ 213	\$ 218	\$ 218	\$ 229	\$ 236
	Rental fee per hour*		59	59	60	60	63	65
Reuther	Initial charge		106	106	109	109	115	119
	Rental fee per hour*		30	30	30	31	33	34
Tremper	Initial charge		156	156	160	160	168	174
	Rental fee per hour*		38	38	39	39	41	43
Vernon	Initial charge		62	62	64	64	67	70
	Rental fee per hour*		17	17	17	17	18	19
* Partial Hour Fees 75% of Hourly Fee Listed								
Gymnasiums			2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
High Schools								
Bradford Fieldhouse	Rental fee per hour	with locker*	\$ 177	\$ 177	\$ 181	\$ 181	\$ 190	\$ -
	Rental fee per hour	without locker	162	162	166	166	174	180
Indian Trail Fieldhouse	Rental fee per hour	with locker*	-	-	-	-	211	-
	Rental fee per hour	without locker	-	-	-	-	195	201
Indian Trail Upper Gym	Rental fee per hour		-	-	-	-	37	44
Reuther	Rental fee per hour		44	44	45	45	47	51
Tremper Competition Gym	Rental fee per hour	with locker*	79	79	81	81	99	-
	Rental fee per hour	without locker	65	65	67	67	85	88
Tremper PE Center	Rental fee per hour	with locker*	62	62	64	64	99	-
	Rental fee per hour	without locker	48	48	50	50	85	120
Tremper Upper Gym	Rental fee per hour		-	-	-	-	35	37
* Locker Room Rental Fee \$17.50 per Hour								
Middle Schools								
Bullen	Rental fee per hour		51	51	52	52	55	57
Lance	Rental fee per hour		45	45	46	46	48	57
Lincoln	Rental fee per hour		42	42	43	43	45	51
Mahone	Rental fee per hour		55	55	56	56	59	88
Washington	Rental fee per hour		47	47	48	48	50	51
Elementary Schools								
Bose	Rental fee per hour		34	34	35	35	37	37
Brass, EBSOLA, Nash & Stocker	Rental fee per hour		40	40	41	41	43	44
Forest Park & Southport	Rental fee per hour		32	32	33	33	35	37
Frank, Pleasant Prairie & Somers	Rental fee per hour		34	34	35	35	37	44
Grant	Rental fee per hour		29	29	30	30	32	37
Grewenow, Harvey, Jeffrey, Strange & Vernon	Rental fee per hour		33	33	34	34	36	37
Jefferson, Roosevelt & Wilson	Rental fee per hour		31	31	32	32	34	37
McKinley & Prairie Lane	Rental fee per hour		30	30	31	31	33	37
Whittier	Rental fee per hour		38	38	39	39	41	37
Auditoriums			2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
High Schools								
Bradford	Rental fee per hour	Performance	\$ 96	\$ 96	\$ 98	\$ 98	\$ 103	\$ 106
	Rental fee per hour	Rehearsal	66	66	68	68	72	74
Indian Trail	Rental fee per hour	Performance	-	-	-	-	150	155
	Rental fee per hour	Rehearsal	-	-	-	-	100	109
Reuther	Rental fee per hour	Performance	85	85	87	87	96	106
	Rental fee per hour	Rehearsal	68	68	70	70	76	74
Tremper	Rental fee per hour	Performance	89	89	91	91	96	106
	Rental fee per hour	Rehearsal	70	70	72	72	76	74
Middle Schools								
Bullen	Rental fee per hour		75	75	77	77	81	65
Lance	Rental fee per hour		59	59	60	60	63	65
Lincoln	Rental fee per hour		59	59	60	60	63	84
Mahone	Rental fee per hour		75	75	77	77	81	84
Washington	Rental fee per hour		51	51	52	52	55	65

KENOSHA UNIFIED SCHOOL DISTRICT
Historical Schedule of Building Use Fees

Proposed Fees for the 2013-2014 School Year

Miscellaneous Areas			2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
High Schools								
Bradford	Rental fee per hour	Cafeteria	\$ 63	\$ 63	\$ 63	\$ 63	\$ 66	\$ 68
	Rental fee per hour	Commons	41	41	42	42	44	46
Hillcrest MS/HS	Rental fee per hour	Cafeteria	30	30	31	31	33	-
Indian Trail	Rental fee per hour	Cafeteria/commons	41	41	42	42	90	93
Lakeview Technology	Rental fee per hour	Cafeteria	37	37	38	38	40	38
	Rental fee per hour	Classrooms	40	40	41	41	43	46
Reuther	Rental fee per hour	Cafeteria	40	40	41	41	44	38
Tremper	Rental fee per hour	Cafeteria/commons	53	53	54	54	66	68
Other High School Classrooms	Rental fee per hour	Classrooms	39	39	40	40	42	46
Middle Schools								
Bullen	Rental fee per hour	Cafeteria	32	32	33	33	35	42
Lance	Rental fee per hour	Cafeteria	32	32	33	33	35	42
Lincoln	Rental fee per hour	Cafeteria	36	36	37	37	39	42
Mahone	Rental fee per hour	Cafeteria	37	37	37	37	58	68
Washington	Rental fee per hour	Cafeteria	34	34	35	35	38	42
Other Middle School Classrooms	Rental fee per hour	Classrooms	39	39	40	40	42	44
Elementary Schools								
Bose, Grewenow, Southport & Strange	Rental fee per hour	Cafe/multi-purpose	33	33	34	34	36	38
Brass, EBSOLA, Nash & Stocker	Rental fee per hour	Cafe/multi-purpose	36	36	37	37	39	42
EBSOLA, Frank, Nash, Pleasant Prairie, Somers, Stocker, Whittier and Brass	Rental fee per hour	Classrooms	39	39	40	40	42	44
Frank	Rental fee per hour	Cafe/multi-purpose	45	45	46	46	48	*See Gym Fee
Jefferson	Rental fee per hour	Cafe/multi-purpose	32	32	33	33	35	*See Gym Fee
Jeffrey, Roosevelt, Vernon & Wilson	Rental fee per hour	Cafe/multi-purpose	31	31	32	32	33	38
Pleasant Prairie & Whittier	Rental fee per hour	Cafe/multi-purpose	38	38	39	39	41	42
Somers	Rental fee per hour	Cafe/multi-purpose	42	42	43	43	45	38
Other Elementary Schools (not listed)	Rental fee per hour	Multi-purpose	30	30	31	31	33	N/A
	Rental fee per hour	Classrooms	35	35	36	36	38	44
Other								
Bradford, Indian Trail, Tremper, EBSOLA ONLY	Rental fee per hour	Kitchen	45	45	46	46	48	50
Education Support Center (ESC)	Rental fee per hour	Board room	36	36	37	37	39	41
	Rental fee per hour	Computer room	71	71	73	73	77	79
Other Schools Computer Rooms	Rental fee per hour	Computer room	70	70	72	72	75	79
Various Outdoor Facilities	Per activity/per day	Outdoor facilities	19	19	19	19	20	20
Permit Fee			20	20	20	20	20	20

KENOSHA UNIFIED SCHOOL DISTRICT
Historical Schedule of Recreation Department Fees
Proposed Fees for the 2013-2014 School Year

Adult Basketball	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Team Fee	\$ 348	\$ 359	\$ 374	\$ 374	\$ 383	\$ 383	\$ 394	\$ 394
Player Fee	36	37	38	38	39	39	40	40
Trophy Fee	7	8	8	8	8	8	8	8

Adult Softball	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Team Fee	\$ 268	\$ 276	\$ 288	\$ 288	\$ 288	\$ 288	\$ 297	\$ 297
Player Fee	36	37	38	38	38	38	39	39
Trophy Fee	7	8	8	8	8	8	8	8

Adult Volleyball	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Team Fee	\$ 114	\$ 117	\$ 122	\$ 122	\$ 125	\$ 125	\$ 129	\$ 129
Player Fee	21	22	23	23	23	23	24	24
Trophy Fee	7	8	8	8	8	8	8	8

Swim Fees	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Employee Swim	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Student Player Fees	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Instructional Swim	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 5	\$ -	\$ -
Competitive Swim	25	25	25	25	25	25	25	25
Basketball	20	20	20	20	20	-	-	-
Tennis	20	20	20	20	20	-	-	-
Weight Training	20	20	20	20	20	20	20	20
Baseball/Softball	-	-	-	-	-	-	-	-
Soccer	-	-	-	-	-	-	-	-

Kenosha Unified School District
Kenosha, Wisconsin

June 25, 2013

Fiscal 2013-2014 Preliminary Budget

Per Board Policy 3100, Annual Operating Budget, the Kenosha Unified School District Administration is currently in the process of developing a preliminary budget incorporating assumptions based on information from Governor Walker's proposed biennial budget, and the Department of Public Instruction. Those assumptions include:

- Revenue
 - Increase in \$75 per pupil funding for revenue limit
 - Estimated increase in state general/equalization aid
 - Decrease in tax levy
 - Increase of \$25 per pupil categorical aid (\$50 FY13, \$75 FY14)
 - Estimated decrease of 100 student FTE
 - Unknown impact of vouchers to student enrollment
- Expense Reductions
 - Savings through new health insurance plan design
 - Savings from retirement and health insurance contributions
 - Reduced unemployment expenses
- Expense Additions
 - Additional teachers and staff
 - Expanded counselor hours
 - Additional calendar paid days
 - Student support program
 - Student programming/curriculum
 - Student testing software
 - Student transportation costs
 - System software renewals
 - Property insurance
 - Employee fringe benefit increases (life and long-term disability)
 - Estimated health and dental insurance for part-time employees
 - Increased OPEB (other post-employment benefits) accrual

The initial budget projections were built based on conservative estimates and first presented to the Audit/Budget/Finance Committee and full School Board in April. Since that time Administration has continued to analyze the projected student enrollment, made adjustments for further known reductions in health insurance, and made adjustments for additions to the operating budget.

These next few months are critical to the District in ensuring a timely implementation to meet the budget timeline, and preparation for the 2013-2014 school year. The state budget is not expected to be finalized until July once the recent State Joint Finance Committee motions are passed by the State Assembly and Senate. Further adjustments could be made as a result of these motions, namely impact from vouchers and enrollment, and changes to the revenue limit through additional per pupil funding.

The Kenosha Unified School District's proposed budget for 2013-2014 will be prepared in accordance with the budgeting and financial operations policies for the District and will be prepared to conform to existing State of Wisconsin requirements. It is the desire of Administration to present the Board of Education an appropriate balanced budget, taking into consideration the beliefs, parameters and objectives of the Transformation Plan and the ongoing instructional and fiscal responsibilities of Administration. As always, the budget is developed and implemented with the ultimate goal of meeting the needs of all our students.

Attached to this report is detail of the budget assumptions presented at the June 11th Audit/Budget/Finance Committee. Administration requests that the Board review these preliminary assumptions knowing that they may be adjusted based on developments from the state biennial budget.

Dr. Michele Hancock
Superintendent of Schools

Tina M. Schmitz
Chief Financial Officer

Tarik Hamdan
Budget & Grant Manager

**KENOSHA UNIFIED SCHOOL DISTRICT
FY14 PRELIMINARY BUDGET ASSUMPTIONS
BOE MEETING 6/25/13**

REF NO.	TITLE	DEPT	DEPT LEAD	BUDGET REQUEST	DESCRIPTION	FTE ADDITIONS	FUNDING	NOTES
1	REVENUE CHANGES	DISTRICT	FINANCE	-\$3,669,788	PROPERTY TAXES		FUND 10	PRELIMINARY REVENUE LIMIT INCLUDES \$75 PP INC
2	REVENUE CHANGES	DISTRICT	FINANCE	-\$7,000	OTHER LOCAL REVENUES		FUND 10	
3	REVENUE CHANGES	DISTRICT	FINANCE	-\$70,000	STUDENT FEES		FUND 10	ELIMINATE SUMMER SCHOOL FEES
4	REVENUE CHANGES	DISTRICT	FINANCE	-\$36,500	TRANSPORTATION AID		FUND 10	
5	REVENUE CHANGES	DISTRICT	FINANCE	\$554,175	SPECIAL CATEGORICAL AID (FY14 \$75 PP REPLACES FY13 \$50 PP)		FUND 10	
6	REVENUE CHANGES	DISTRICT	FINANCE	\$5,105,753	STATE EQUALIZATION AID		FUND 10	PRELIMINARY REVENUE LIMIT INCLUDES \$75 PP INC
7	REVENUE CHANGES	DISTRICT	FINANCE	\$20,000	STATE TUITION PAYMENTS		FUND 10	
8	REVENUE CHANGES	DISTRICT	FINANCE	-\$12,947	COMPUTER AID		FUND 10	
9	REVENUE CHANGES	DISTRICT	FINANCE	\$166,500	MISC REVENUES		FUND 10	
REVENUE CHANGES (DISTRICT LOCAL)				\$2,050,193				
10	UNEMPLOYMENT BUDGET	DISTRICT	HR	-\$1,000,000	ADJUST BUDGET TO REFLECT CHANGES		FUND 10	REDUCE FROM \$1.7M
11A	HEALTH INSURANCE PLAN CHANGES	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	-\$5,850,000	SAVINGS RESULTING FROM PREMIUM CHANGES AND 12% EMPLOYEE CONTRIBUTIONS		ALL FUNDS	LOCAL (90%)
11B	HEALTH INSURANCE PLAN CHANGES	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	-\$325,000	SAVINGS RESULTING FROM PREMIUM CHANGES AND 12% EMPLOYEE CONTRIBUTIONS		ALL FUNDS	CHARTER (5%)
11C	HEALTH INSURANCE PLAN CHANGES	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	-\$325,000	SAVINGS RESULTING FROM PREMIUM CHANGES AND 12% EMPLOYEE CONTRIBUTIONS		ALL FUNDS	GRANT (5%)
12A	DENTAL INSURANCE PLAN CHANGES	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	-\$135,000	SAVINGS RESULTING FROM PREMIUM CHANGES		ALL FUNDS	LOCAL (90%)
12B	DENTAL INSURANCE PLAN CHANGES	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	-\$7,500	SAVINGS RESULTING FROM PREMIUM CHANGES		ALL FUNDS	CHARTER (5%)
12C	DENTAL INSURANCE PLAN CHANGES	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	-\$7,500	SAVINGS RESULTING FROM PREMIUM CHANGES		ALL FUNDS	GRANT (5%)
13A	WRS SAVINGS-EMPLOYEE SHARE	HR/FINANCE	ED KUPKA/TINA SCHMITZ	-\$5,670,000	SAVINGS FROM ACT 10 RULE: ALL EMPLOYEES WILL PAY THEIR SHARE OF WRS		ALL FUNDS	LOCAL (90%)
13B	WRS SAVINGS-EMPLOYEE SHARE	HR/FINANCE	ED KUPKA/TINA SCHMITZ	-\$315,000	SAVINGS FROM ACT 10 RULE: ALL EMPLOYEES WILL PAY THEIR SHARE OF WRS		ALL FUNDS	CHARTER (5%)
13C	WRS SAVINGS-EMPLOYEE SHARE	HR/FINANCE	ED KUPKA/TINA SCHMITZ	-\$315,000	SAVINGS FROM ACT 10 RULE: ALL EMPLOYEES WILL PAY THEIR SHARE OF WRS		ALL FUNDS	GRANT (5%)
EXPENSE REDUCTIONS (DISTRICT LOCAL)				-\$12,655,000				

**KENOSHA UNIFIED SCHOOL DISTRICT
FY14 PRELIMINARY BUDGET ASSUMPTIONS
BOE MEETING 6/25/13**

REF NO.	TITLE	DEPT	DEPT LEAD	BUDGET REQUEST	DESCRIPTION	FTE ADDITIONS	FUNDING	NOTES
14	SPECIAL ED TEACHERS	SPED	SUE VALERI	\$1,172,816	2 EARLY CHILDHOOD, 7.5 ELEM, 6.5 HIGH SCHOOL-TEACH	16 Teacher	FUND 27 MOE	
15	OCCUPATIONAL THERAPISTS	SPED	SUE VALERI	\$156,328	2 FTE-TEACH	2 Occ. Therapists	FUND 27 MOE	
16	COUNSELORS	STUDENT SUPPT	SUE VALERI	\$358,066	4.5 FTE-TEACH	4.5 Counselors	FUND 10	
17	SOCIAL WORKERS	STUDENT SUPPT	SUE VALERI	\$195,410	2.5 FTE-TEACH	2.5 Social Workers	FUND 10	
18	SPECIAL ED ESPs	SPED	SUE VALERI	\$231,000	5.0 FTE-ESP	5 ESP	FUND 27 MOE	
19	COORDINATOR OF SPECIAL ED	SPED/STUDENT SUPPT	SUE VALERI	\$127,449	1.0 FTE-ADMIN	1 Admin	FUND 27 IDEA GRANT	
20	RESEARCH ANALYST	ED ACCT	KRIS KECKLER	\$93,170	RESTORE AND FILL 1.0 RESEARCH ANALYST-ADMIN-TECH	1 Admin	FUND 10	
21	OPERATIONS & APPLICATIONS SUPPT COORDINATOR	INFO SERVICES	KRIS KECKLER	\$113,000	RESTORE 1.0 FTE-ADMIN	1 Admin	FUND 10	
22	TECHNOLOGY SUPPORT TECHNICIANS	INFO SERVICES	KRIS KECKLER	\$210,000	ADD 3.0 FTE-MISC	3 Misc-Tech	FUND 10	
23	INTERACTIVE COMMUNICATIONS SPECIALIST	COMMUNICATIONS	TANYA RUDER	\$21,010	UPGRADE & CONVERT TO 1.0 FTE-ADMIN-TECH		FUND 83 COMMUNITY	
24	HUMAN RESOURCES REORGANIZATION	HR	ED KUPKA	\$196,355	UPGRADE SECs to MISC, ADD/RESTORE 1.0 FTE MISC, ADD/RESTORE 1.0 FTE-ADMIN	2 Misc & Admin	FUND 10	
25	T&L REORG	T&L	DR. SUE	\$367,157	ADD 2.5 FTE-ADMIN, 1.0 FTE-SEC, 1.0 FTE-TEACH	4.5 Admin, Sec, & Teacher	FUND 10	REMOVED RTI COORDINATOR (COMBINE WITH SPED INSTEAD)
26	EBSOLA DUAL LANGUAGE INSTRUCTIONAL COACH	T&L	JEN NAVARRO	\$121,509	1.0 FTE-TEACH	1 Inst Coach	FUND 10	ADD PER KAREN
27A	EXPANSION OF EARLY EDUCATION	T&L	BELINDA GRANTHAM	\$782,013	\$1,259,366 TOTAL, \$782,013 STAFF, \$23,269 MATERIALS, \$7,000 TECH, \$447,084 TRANS	6.1 Teacher	FUND 10	CONTINGENT ON ENROLLMENT
27B	EXPANSION OF EARLY EDUCATION	T&L	BELINDA GRANTHAM	\$476,366	\$1,259,366 TOTAL, \$782,013 STAFF, \$23,269 MATERIALS, \$7,000 TECH, \$447,084 TRANS		FUND 10	CONTINGENT ON ENROLLMENT
28	HEAD START STAFFING	T&L	BELINDA GRANTHAM	\$249,645	1.0 PARENT SPEC-MISC, 1.0 INSTR COACH-TEACH, 1.0 ASST DIR-ADMIN	3 Misc, Inst Coach, & Admin	FUND 25 HS GRANT	
29	SERVICE LEARNING FACILITATOR	T&L	JEN NAVARRO	\$37,072	POSITION FORMERLY FUNDED BY A GRANT , NO LONGER AN OPTION	1 Misc-Facilitator	FUND 10	
30	ELEMENTARY TEACHER STAFFING	ELEM	KAREN DAVIS	\$1,425,000	REDUCE CLASS SIZES (27:1 RATIO) 15 FTE-TEACH (CHARTERS EXCLUDED)	15 Teacher	FUND 10	
31	MIDDLE SCHOOL TEACHER STAFFING	MS	PRINCIPALS	\$1,115,300	11.74 FTE-TEACH (CHARTERS EXCLUDED)	11.74 Teacher	FUND 10	
32	HIGH SCHOOL TEACHER STAFFING	HIGH	PRINCIPALS	\$3,705,000	39 FTE-TEACH (CHARTERS EXCLUDED)	39 Teacher	FUND 10	
33	MIDDLE SCHOOL ESP STAFFING	MS	PRINCIPALS	\$237,500	5.0 FTE-ESP (CHARTERS EXCLUDED)	5 ESP	FUND 10	TELL ME MORE

**KENOSHA UNIFIED SCHOOL DISTRICT
FY14 PRELIMINARY BUDGET ASSUMPTIONS
BOE MEETING 6/25/13**

REF NO.	TITLE	DEPT	DEPT LEAD	BUDGET REQUEST	DESCRIPTION	FTE ADDITIONS	FUNDING	NOTES
34	HIGH SCHOOL ESP STAFFING	HIGH	PRINCIPALS	\$207,100	4.36 FTE-ESP (CHARTERS EXCLUDED)	4.36 ESP	FUND 10	SECURITY
35	HIGH SCHOOL MISC STAFFING	HIGH	PRINCIPALS	\$150,000	3 FTE-MISC (CHARTERS EXCLUDED)	3 Misc	FUND 10	ITA EXPANSION
36	COUNSELOR CALENDAR EXTENSION	DISTRICT	LEADERSHIP COUNCIL	\$185,369	EXTEND COUNSELORS WORK CALENDAR BY 2 WEEKS HIGH SCHOOL ONLY (COMPREHENSIVE ONLY)		FUND 10 (90%) FUND 27 (10%)	ADJS \$ TO REFLECT COMPREHENSIVE ONLY (HOLD ON PSTs UNTIL NEXT YEAR)
37	SPECIALS (ART, MUSIC, PE)	DISTRICT	PRINCIPALS	\$285,000	1.0 FTE-TEACH FOR EACH AREA (ART, MUSIC, PE)	3 Teacher	FUND 10	ELEMENTARY ONLY
38	NWEA MAP LICENSING	T&L	DR. SUE	\$190,000	INCREASE BUDGET TO ACQUIRE MEASURE OF ACADEMIC PROGRESS TESTING LICENSES (GR 2-10)		FUND 10	
39	SUMMER SCHOOL 2013	T&L	DR. SUE/DEB GIORNO	\$183,000	RESTORE SUMMER SCHOOL BUDGET		FUND 10	
40	YOUTH OPTIONS PROGRAM	T&L	DAVE TUTTLE	\$75,000	INCREASE BUDGET TO ALIGN WITH INCREASE IN PARTICIPATION		FUND 10	
41	BANDWIDTH UPGRADE	DISTRICT	FACILITIES/KRIS KECKLER	\$17,460	INCREASE FROM 250 MEG TO 1 GIG		FUND 10	ABOUT 50% COMES BACK THRU E-RATE
42	CHANNEL 20 STREAMING	DISTRICT	PUBLIC INFO/ INFO SERVICES	\$12,000	\$1,000 PER MONTH		FUND 83 COMMUNITY	STREAMING SERVER ALREADY PURCHASED
43	ITED ON-LINE	ED ACCT	KRIS KECKLER	\$2,000	REPLACE PAPER ITED TEST WITH ON-LINE VERSION		FUND 10	
44	ANTI-VIRUS RENEWAL	INFO SERVICES	KRIS KECKLER	\$33,000	EXPIRING CONTRACT 6/30/13, NEED NEW RFP		FUND 10	\$150,000 OVER 5 YEARS
45	ALTERNATIVE TO SUSPENSION	SECONDARY SCHOOL SUPPORT	DAN TENUTA	\$70,000	CAAAD PROGRAM		FUND 10	PREVIOUSLY FUNDED FROM S3 GRANT (FY14 \$10K FROM S3 GRANT)
46	ADD 1.0 FTE PLUMBER	FACILITIES	PAT FINNEMORE	\$90,000	HIRE 1 ADDITIONAL PLUMBER POSITION	1 Service	FUND 10	
47	TRANSPORTATION-FIRST STUDENT	TRANSPORTATION	JEFF MARX	\$127,127	2.5% CONTRACT INCREASE		FUND 10/27	
48	TRANSPORTATION-CITY TRANSIT	TRANSPORTATION	JEFF MARX	\$107,613	ESTIMATED INCREASE IN PRICE OF BUS PASSES		FUND 10	
49	TRANSPORTATION - HS EARLY RELEASE	SECONDARY SCHOOL SUPPORT	DAN TENUTA	\$64,000	2:15 P.M. EARLY RELEASE FRIDAYS		FUND 10	
50	PROPERTY INSURANCE INCREASE	HR	ED KUPKA	\$43,500	ESTIMATED INCREASE IN PROPERTY INSURANCE PREMIUMS		FUND 10	
51	LIFE INSURANCE PLAN CHANGES	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$300,000	INCREASES RESULTING FROM ADDITIONAL ADMIN FEES DUE TO EXPANDED COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	ADJUST FOR CHARTERS AND GRANTS

**KENOSHA UNIFIED SCHOOL DISTRICT
FY14 PRELIMINARY BUDGET ASSUMPTIONS
BOE MEETING 6/25/13**

REF NO.	TITLE	DEPT	DEPT LEAD	BUDGET REQUEST	DESCRIPTION	FTE ADDITIONS	FUNDING	NOTES
52A	LONG TERM DISABILITY	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$153,000	INCREASES RESULTING FROM ADDITIONAL COSTS DUE TO EXPANDED COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	LOCAL (90%)
52B	LONG TERM DISABILITY	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$8,500	INCREASES RESULTING FROM ADDITIONAL COSTS DUE TO EXPANDED COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	CHARTER (5%)
52C	LONG TERM DISABILITY	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$8,500	INCREASES RESULTING FROM ADDITIONAL COSTS DUE TO EXPANDED COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	GRANT (5%)
53A	PART TIME HEALTH COVERAGE	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$720,625	POTENTIAL COST FOR ADDITIONAL PRO-RATED BENEFIT COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	LOCAL (90%)
53B	PART TIME HEALTH COVERAGE	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$39,750	POTENTIAL COST FOR ADDITIONAL PRO-RATED BENEFIT COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	CHARTER (5%)
53C	PART TIME HEALTH COVERAGE	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$39,750	POTENTIAL COST FOR ADDITIONAL PRO-RATED BENEFIT COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	GRANT (5%)
54A	PART TIME DENTAL COVERAGE	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$64,800	POTENTIAL COST FOR ADDITIONAL PRO-RATED BENEFIT COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	LOCAL (90%)
54B	PART TIME DENTAL COVERAGE	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$3,600	POTENTIAL COST FOR ADDITIONAL PRO-RATED BENEFIT COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	CHARTER (5%)
54C	PART TIME DENTAL COVERAGE	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$3,600	POTENTIAL COST FOR ADDITIONAL PRO-RATED BENEFIT COVERAGE THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	GRANT (5%)
55	ADDITIONAL CALENDAR DAYS	HR/BUSINESS SERVICES	ED KUPKA/SHERONDA GLASS	\$85,000	INCREASED PAID DAYS DUE TO NEW CALENDARS THRU THE EMPLOYEE HANDBOOK		ALL FUNDS	ADJUST FOR CHARTERS AND GRANTS

**KENOSHA UNIFIED SCHOOL DISTRICT
FY14 PRELIMINARY BUDGET ASSUMPTIONS
BOE MEETING 6/25/13**

REF NO.	TITLE	DEPT	DEPT LEAD	BUDGET REQUEST	DESCRIPTION	FTE ADDITIONS	FUNDING	NOTES
56A	OPEB BENEFIT INCREASE	FINANCE	TINA SCHMITZ	\$1,170,000	INCREASE THE BENEFIT EXPENSE ON ACTIVE EMPLOYEES FROM 3.5% OF SALARY TO 4.5% (NO COST TO EMPLOYEE, THIS IS AN EXPENSE TO ALL COST CENTERS)		ALL FUNDS	LOCAL (90%)
56B	OPEB BENEFIT INCREASE	FINANCE	TINA SCHMITZ	\$65,000	INCREASE THE BENEFIT EXPENSE ON ACTIVE EMPLOYEES FROM 3.5% OF SALARY TO 4.5% (NO COST TO EMPLOYEE, THIS IS AN EXPENSE TO ALL COST CENTERS)		ALL FUNDS	CHARTER (5%)
56C	OPEB BENEFIT INCREASE	FINANCE	TINA SCHMITZ	\$65,000	INCREASE THE BENEFIT EXPENSE ON ACTIVE EMPLOYEES FROM 3.5% OF SALARY TO 4.5% (NO COST TO EMPLOYEE, THIS IS AN EXPENSE TO ALL COST CENTERS)		ALL FUNDS	GRANT (5%)
57	PSYCHOLOGIST INCREASE	STUDENT SUPPT	SUE VALERI	\$26,555	INCREASE A HALF TIME (.5 FTE) PSYCHOLOGIST TO FULL TIME (1.0 FTE)	0.5 Psych.	FUND 27	
58	MATHEMATICS CURRICULUM PURCHASE GRADES 6-9	T&L	CHRIS PRATT	\$400,000	NEW MATH CURRICULUM THAT ALLIGNS WITH COMMON CORE		FUND 10	
59	VACATION PAYOUTS	HR	ED KUPKA	\$51,877	VACATION PAYOUT FOR 22 SECRETARIES (MOVE FROM 10 MO TO 12 MO)		FUND 10	
60	POSITIVE BEHAVIOR INTERVENTION SUPPT (PBIS)	T&L	SUE VALERI	\$285,000	3.0FTE-TEACH (3 COACHES) DISTRICT-WIDE	3 Teacher	FUND 10	
61	SALARY INCREASES	HR	ED KUPKA/SHERONDA GLASS	\$1,625,105	HOLD FOR POTENTIAL BARGAINED SALARY INCREASES		FUND 10	
EXPENSE ADDITIONS (DISTRICT LOCAL)				\$17,705,193	139.20 TOTAL FTE			
						106.34 Teacher FTE (94.84 teachers, 2 instructional coaches, 2 occup. therapists, 2.5 social workers, 4.5 counselors, .5 psychologist - see lines 14, 15, 16, 17, 25, 26, 27A, 28, 30, 31, 32, 37, 57,60)		
						14.36 ESP FTE (5 special ed, 5 middle school, 4.36 high school, see lines 18, 33, 34)		
						1.00 Secretary FTE (T & L secretary - see line 25)		
						1.00 Service FTE (plumber - see line 46)		
						7.50 Admin FTE (1 coordinator, 1 research analyst, 1 I.S. coordinator, 1 HR coordinator, 2.5 T & L coordinators, 1 Head Start admin - see lines 19, 20, 21, 24, 25, 28)		
						9.00 Misc FTE (3 I.S. techs, 1 HR, 1 Head Start, 1 T & L, 3 high school - see lines 22, 24, 30, 37)		
						139.20 Total FTE		

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POLICY 6300

CURRICULUM DEVELOPMENT AND IMPROVEMENT

A PK-12 curriculum shall be established and maintained in accordance with state law, the needs of society, the local community, and the individual student.

The District's academic content and the state's academic standards adopted by the School Board shall serve as the basis for all curriculum and instructional program development in the District.

Recommendation for additions or deletions to the established curriculum shall be reviewed by the Assistant Superintendent of Teaching and Learning and provided to the Superintendent of Schools **and School Board** for approval.

LEGAL REF: Wisconsin Statutes

Sections 118.01 (Instructional program goal requirements)
118.30 (Academic standards and assessment requirements)
120.13 (Board power to do all things reasonable for the cause of
education)
121.02(1)(k) &(L) (Rules implementing curriculum state standard)
Wisconsin Administrative Code
PI 8.01(2)(k) & (l) Rules implementing curriculum program standards

CROSS REF:

6100, Principles, Goals, Results
6110, Instructional Program Mission and Beliefs
6310, Elementary School Curriculum
6610, Selection of Instructional Materials
6620, Library Resources
6630, Use of Internet System
Board-Adopted Academic Standards
District Learning and Content Standards
Teaching and Learning Handbook

AFFIRMED: September 24, 1991

REVISED: November 8, 1994
October 13, 1998
January 29, 2002
December 20, 2011

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KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

June 25, 2013

Board Room Technology Upgrades

The Kenosha Unified main board room is utilized for many district and community functions. District board meetings, professional development, and public events are just some of the activities that have the board room area (both rooms) utilized for an average of 30+ hours a week. Due to the high volume and diverse use, the existing technology is either in a state of failure or very low quality. The sound system has recently failed completely, and the projector system barely presents a weak image. The opportunity to replace much of this technology was realized with the Microsoft Cy Pres settlement. Portions of the project will be handled in-house, but there are many areas with new technology that require assistance from outside partners. Major portions of the renovation include a new projector, screen, audio components, lighting, wireless controls, portable devices, a new podium, and increased broadcasting capabilities.

The Microsoft Cy Pres Program (March 2010) was the result of a settlement of class action lawsuits brought on behalf of consumers, businesses and governments concerning certain Microsoft purchases. Under the terms of the court-approved Settlement Agreement, a "Cy Pres" award in the form of vouchers may be used by eligible public schools/districts to purchase a wide variety of computer software and hardware products and services. Schools were identified as meeting the poverty threshold for the Cy Pres settlement and the district as a whole was the designated recipient of the vouchers. The funds are reimbursements for qualified purchases (usually certain software and hardware) that the district is able to distribute among the qualified locations. The finance department usually submits two (2) claims a year. To date, KUSD has received \$2.85 million in vouchers, with a hopeful cap of \$3.45. Kenosha can continue to submit claims through October 31st, 2013. This program has benefitted not only each of the identified schools, but the district as a whole.

Information Services and Instructional Technology are two of the main departments that have contributed to these qualifying purchases, with major contributions obtaining additional Microsoft Office licenses and wireless access in all of the district buildings. For example, the proposed costs to upgrade the board room technology will be covered by a voucher resulting from maintenance software purchases in Information Services to the qualifying schools. The original IS budget was used for the original costs for school-related purchases, then a claim was submitted and the IS department received a voucher.

In preparation for the board room renovation, the IS and facilities departments held initial planning meetings (12/18, 2/1, 2/13) to determine the needs and scope. The technology and room renovations have been mentioned and/or discussed at multiple agenda meetings and board meetings. An RFP (Request for Proposal) process was used for the majority of the technology needs, including installation of highly technical components. RFP #4778 was communicated on April 22nd, 2013, with four (4) vendors participating in the mandatory May 1st, walk-through of the facility. Two (2) vendors submitted

proposals, with the final selection of Camera Corner (Green Bay) on May 13th. The accepted bid is for just over \$85,000, which includes installation, configuration, and training. The installation for the main project is scheduled for the week of July 15th. This allows a full week of access, with identification of alternative options in case any unforeseen issues arise.

This informational board room update report was at the request from the Board President.

Dr. Michele Hancock
Superintendent of Schools

Kristopher Keckler
Executive Director
of Information & Accountability

Tarik Hamden
Budget & Grant Manager

Pat Finnemore
Director of Facilities

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
May 22, 2007

Kenosha Unified School District No. 1
Kenosha, Wisconsin

June 25, 2013

**Initial Resolution Authorizing General Obligation Bonds
In An Amount Not To Exceed \$17,000,000 And Calling
A Public Hearing In Connection Therewith**

At a Special Board Meeting on May 21, 2013, an initial presentation of the Energy Efficiency and Security Project Proposal was made. This project is based upon provisions in 2011 Wisconsin Act 32 and the need for improvements and repairs necessary for increasing energy efficiency and energy operations within KUSD buildings. Michele Wiberg of PMA Securities was on hand at that meeting to answer questions and provide further detail.

As stated in the Proposal, the total cost of these projects is estimated to be \$16,689,540 and will be funded by long-term debt issuance in Fund 38. The attached resolution authorizes an amount *not to exceed* \$17,000,000, so that unforeseen costs do not become prohibitive to the project completion.

The attached resolution is the “Initial Resolution” that is discussed in the Proposal and is required to be approved in order to be in compliance with issuing Fund 38 debt (non-referendum debt). With this Board approval, a Public Hearing is also required since the maturity of the proposed debt will exceed ten years; therefore Exhibit A, Notice to the Electors (also attached) is to be published in the Kenosha News on July 1, 2013.

For convenience, next steps as stated in the Energy Efficiency and Security Project Proposal are as follows:

- Issue RFP for Performance Contractor – June 26th
- Publish Notice to the Electors – July 1st
- Public Hearing – July 9th (starts 30-day petition period)
- Final Board Approval – August 13th
- Board Approval for Sale of Bonds – August 27th
- Project Completion by September 2015

Administrative Recommendation

On June 11th the Audit/Budget/Finance Committee reviewed the Energy Efficiency and Security Project Proposal and voted to forward the Proposal to the full Board. Administration requests that the Board (1) approve the attached Initial Resolution and call for public hearing and (2) authorize the Board Officers and District Administration to execute all related documents.

Dr. Michele Hancock
Superintendent of Schools

Ms. Sheronda Glass
Executive Director of Business Services

Ms. Tina Schmitz
Chief Financial Officer

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

RESOLUTION NO. 295

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED \$17,000,000 AND CALLING
A PUBLIC HEARING IN CONNECTION THEREWITH

WHEREAS, it is necessary that funds be raised by the Kenosha School District No. 1, Kenosha County, Wisconsin (the "District") for the public purpose of paying the cost of energy efficiency and operational savings projects at District buildings, including HVAC system upgrades, HVAC control system improvements, lighting improvements, roof, window and wall repairs and replacement, and constructing vestibules at building entrances (the "Project"), and there are insufficient funds on hand to pay said costs;

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

WHEREAS, school districts are authorized by the provisions of Chapter 67, Wisconsin Statutes to borrow money and to issue general obligation bonds for such public purposes.

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

Section 1. Authorization of the Bonds. For the purpose of paying the cost of the Project, provided that all of the requirements set forth in Section 67.05(6a) are followed and no petition for a referendum is filed within the permitted time allowed, the District authorizes the borrowing of the principal sum of not to exceed SEVENTEEN MILLION DOLLARS (\$17,000,000) pursuant to Section 67.04, Wisconsin Statutes.

Section 2. Notice to Electors. Pursuant to Section 67.05(6a)(a)2., Wisconsin Statutes, the Board 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 Kenosha News, the official newspaper of the District. The notice to electors shall be in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Notice").

Section 3. Public Hearing. The School Board hereby calls a public hearing to be held by the School Board on July 9, 2013 at 5:00 p.m. in the Board Meeting Room at the Educational Support Center located at 3600 52nd Street, Kenosha, Wisconsin 53144 for informational purposes only regarding this Resolution, the Project and the proposed general obligation bond financing.

Section 4. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the School Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 25, 2013.

Rebecca Stevens
Board President

ATTEST:

Kyle Flood
Board Clerk

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 meeting duly called, noticed, held and conducted on June 25, 2013, adopted a resolution entitled:

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED \$17,000,000 AND CALLING
A PUBLIC HEARING IN CONNECTION THEREWITH

Said Resolution was adopted pursuant to the provisions of Section 67.05(6a)(a)2., Wisconsin Statutes to authorize a general obligation bond borrowing in an amount not to exceed \$17,000,000 for the public purpose of paying the cost of energy efficiency and operational savings projects at District buildings, including HVAC system upgrades, HVAC control system improvements, lighting improvements, roof, window and wall repairs and replacement, and constructing vestibules at building entrances (the "Project").

Copies of said Resolution are on file in the District office, located at the Educational Support Center, 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.

The School Board will hold a public hearing on July 9, 2013 at 5:00 p.m. in the Board Meeting Room at the Educational Support Center, located at 3600 52nd Street, Kenosha, Wisconsin 53144 for informational purposes only regarding said Resolution, the Project and the proposed general obligation bond borrowing.

Section 67.05(6a)(am)1., Wisconsin Statutes provides in part that a referendum is required on the question of this borrowing only if a petition is filed within 30 days after the public hearing signed by at least 7,500 District electors or 20% of the District electors voting for Governor at the last general election, whichever is the lesser. If no such petition is filed, then the Resolution shall be effective without a referendum.

Dated this 25th day of June, 2013.

BY THE ORDER OF THE
SCHOOL BOARD

Kyle Flood
Board Clerk

Published this 1st day of July, 2013 in the Kenosha News.

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POLICY 6432
CLASS SIZE

The School Board will maintain class sizes in accordance with sound educational practices.

LEGAL REF.: Wisconsin Statutes

Sections 118.43 [Student Achievement Guarantee in Education (SAGE) class size requirements]

120.12(2) [Board duty; advise regarding instruction and progress of students]

120.13(1) [Board power to do all things reasonable for the cause of education]

CROSS REF.: 4351.1, Teaching Load

Special Education Policy and Procedure Handbook

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: September 24, 1991

REVISED: August 24, 1999

March 28, 2000

January 29, 2002

November 25, 2003

March 9, 2004

RULE 6432
CLASS SIZE

The following guidelines will be used in maintaining class size:

1. Reasonable effort will be made to maintain class sizes of twenty (20) or under and a maximum class size of twenty-two (22) in academic subjects at the elementary school level, grades kindergarten through third. Reasonable effort will be made to maintain an average class size of twenty-three (23) in grades four and five with a maximum of twenty-five (25).
2. Reasonable effort will be made to maintain an optimum class size of twenty-five (25) and a maximum class size of twenty-nine (29) in academic subjects, at the secondary level. Reasonable effort will be made to maintain English Composition class size at the high school level between nineteen (19) and twenty three (23). The foregoing standards are subject to modifications for educational purposes or specialized or experimental instruction.
3. Reasonable effort will be made to insure that the number of students per class will not exceed the number of pupil stations available.
4. Reasonable effort will be made to insure that the number of students in physical education and music (non-band, orchestra or choir) classes in the secondary schools does not exceed forty (40) and thirty (30) respectively.
5. In areas of high population mobility or where special considerations are present, the class size range indicated herein may be revised to fit the particular situation. Class sizes in schools participating in special governmental programs approved by the Board (e.g., Student Achievement Guarantee in Education – SAGE) shall be in line with legal requirements for such programs.
6. ~~Reasonable effort will be made to keep the number of split grades to a minimum and to assign no more than nineteen (19) students in grades K-3 and twenty-one (21) in grades 4-5.~~ Reasonable effort will be made to avoid split grade classes entirely ~~at the first/second grade level.~~ **If split grade classes are utilized at any school, there are to be no more than twenty (20) students in the class.**
7. Reasonable effort will be made so that middle school staffing will be provided on a ratio of 1 full time equivalent (FTE) teacher position for every 17.66 students. Guidance, Instructional Technology Specialists and Library Media Specialists are not included in this staffing ratio. Reasonable efforts will be made to ensure that travel time FTE at the secondary level is split evenly between the schools where a traveling teacher works.
8. Reasonable effort will be made to follow staffing guidelines for special education that are determined through the use of the Statewide Caseload Formula recommended by the State Superintendent's Task Force on Caseloads in Special Education. Classroom models are administratively determined based upon the needs of students and the percentage of time students receive special education services.
9. High Enrollment Educational Assistant support will be considered, when available, for each elementary classroom that exceeds 25 students. A half time assistant will be considered, when available, for classrooms that have enrollments of 25 to 30 students, and a full time assistant will be considered, when available, for classrooms that have enrollments of over 30 students. If classroom enrollments drop below either 30 or 25 students, the high enrollment educational assistants may be reassigned.

POLICY 3420
PURCHASING

Purchasing in the School District shall be in accordance with state law, accepted purchasing practices, and aligned with the District strategic plan, ethical business practices, and the District's purchasing guidelines.

Purchases of supplies and equipment shall be made through the established requisition procedure. Approved purchase orders shall be required prior to all purchases.

Any public officer or public employee is prohibited from having any private interest in a public contract except as permitted by state law.

LEGAL REF.: Wisconsin Statutes

Sections	19.59	[Ethical standards for public officials]
	66.0131	[Local government purchasing]
	66.0607	[Disbursements from the local treasury]
	66.0901	[Public works contracts/bids]
	120.13(5)	[Purchase of books, materials and equipment]
	175.10	[Procurement for sale to employees prohibited]
	946.10	[Bribery of public officers or employees prohibited]
	946.13	[Private interest in public contracts prohibited]

CROSS REF.: 3121 Financial Accounting
3321 Student Activity Funds
3422 Exclusivity Agreements with Vendors
3430 Payment for Supplies, Equipment and Services
3522 Milk Program
3651 Hazardous Chemicals
3711 Improvement or Maintenance Projects
3750 Playground Equipment
3800 Asset Management
4224 Employee Code of Ethics
7330 Construction Contracts, Bidding and Awards
8651 School Board Member Conflicts of Interest
District Purchasing and Requisition Procedure Manual

ADMINISTRATIVE REGULATIONS: None

AFFIRMED: March 26, 1991

REVISED: August 13, 1996
January 12, 1999
October 26, 1999
October 28, 2003
December 18, 2007
December 20, 2011

RULE 3420
PURCHASING

A. General

1. The Purchasing Agent will be responsible for the procurement of all District supplies and equipment.
2. In making a selection for purchase, the Purchasing Agent shall attempt to achieve maximum price advantage within quality specifications.
3. Bid specifications shall be developed for larger dollar volume purchases and will be coordinated between the user and the Purchasing Agent.
4. Continuing efforts shall be made to effect savings in purchasing and maintenance through the standardization of specifications for similar items used throughout the District. Proprietary specifications or source procurement for items that will allow such standardization for security or confidentiality requires the approval of the Assistant Superintendent of Business Services.
5. Impartial and open consideration shall be given to bids and quotations received from vendors. There will be prompt follow-up on questions concerning vendor orders and vendor services. The Purchasing Agent shall maintain a vendor performance record.
6. Authorized employees are encouraged to purchase high quality items and to make purchases of non-stock items having a value of less than \$30 out of petty cash, or with department purchasing cards.
7. The Purchasing Agent shall furnish a current *Requisitioning and Purchasing Procedures Manual* to all principals and departmental administrators.

B. Bidding Requirements

1. A minimum of three bids shall be obtained and documented for all individual purchases over \$10,000.
2. All ongoing purchase of supplies, materials, maintenance and repairs should be bid out annually to obtain and ensure the most competitive bidding unless long-term agreements are entered into, which shall be approved by the Director of Finance or Assistant Superintendent of Business Services.
3. An individual, independent of the bid approval process, shall be responsible for sending out bid requests to vendors, maintaining a record of the bids, documenting the receipt of the quotation and sending letters to all vendors informing them of the bid results. This process should be performed for all District purchases over \$10,000 for all departments. Bids for contracted services will have qualification factors identified and included as part of the bid document.
4. Bids shall be evaluated on the basis of District specifications and the selection for purchase shall be made on the basis of the low qualified bid. In the event of identical bids, and all other conditions being equal, a local manufacturer or business merchant shall be given preference in purchases and contracts.

C. Purchasing and Signing Authority

Requisitions for equipment, supplies and services shall be approved for funding and coding before the Purchasing Agent proceeds with the purchase. The levels of authority for purchase approval are as follows:

1. The Purchasing Agent shall be authorized to approve ~~purchases up to~~ **less than** \$25,000 for equipment or services. If the purchase value is \$10,000 or more, three price quotations shall be obtained wherever possible. When it is not possible to obtain three written quotations, approval of the Director of Finance or Assistant Superintendent of Business Services is required. Documentation must be maintained.

RULE 3420
PURCHASING
Page 2

2. **All purchases and/or contracted services in excess of \$25,000 shall be approved by the School Board and shall be based on three price quotations, whenever possible, or advertised bids. If a bid or proposal has been approved by the Board, the Superintendent or designee can implement and approve the contract without further board action.** Purchases of \$25,000 and over for equipment or services shall require the approval of the budget manager, and the Assistant Superintendent over the department making the purchase. Contracts for purchases of equipment or services must be signed by both the Budget Manager and the Assistant Superintendent over the department making the purchase.
3. The Purchasing Agent shall be authorized to approve the purchase of supplies and to contract for equipment maintenance agreements in accordance with sound purchasing procedures. The Purchasing Agent is authorized to sign on behalf of the District, agreements or contracts for equipment maintenance.

D. Requisitions

1. The principal or departmental administrator/budget manager shall approve all requisitions. In the processing of requisitions, consideration will be given to availability of service, staff, budgetary appropriations and priority of District needs.
2. Requisitions shall be checked by the Finance Office for authorization, funding and coding prior to forwarding to the Purchasing Office for processing.
3. Each principal or departmental administrator shall keep a record of requisitions submitted for Budget control uses.
4. Approved District requisition forms shall be used for specific requisitioning applications.
5. The *Requisition and Purchasing Procedures Manual* will include procedures for preparing, processing and routing of requisitions, information on warehouse items, criteria for supply and equipment items and a listing of samples of requisition forms in use, and year-end requisitioning procedures.

E. Purchase Orders

1. The authority for issuing purchase orders is delegated to the Purchasing Agent by the Superintendent.
2. Confirmation requisitions/orders require advance approval, by telephone, from the Purchasing Agent before committing the District to a purchase of supplies or equipment. Failure to follow proper procedures may result in disciplinary action, personal liability or return of the merchandise.
3. Only approved District purchase order forms shall be used. The *Requisition and Purchasing Procedures Manual* shall include instruction for use of requisition/purchase order forms, distribution of purchase order copies, and a sample of the purchase order form in use.

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**Kenosha Unified School District
Kenosha, WI
June 25, 2013**

**CLASSIFICATION, COMPENSATION AND PERSONNEL POLICY
FOR
GENERAL ADMINISTRATIVE, INSTRUCTIONAL ADMINISTRATIVE,
SUPERVISORY AND TECHNICAL PERSONNEL**

The following changes are being recommended for the Classification, Compensation and Personnel Policy for General Administrative, Instructional Administrative, Supervisory and Technical Personnel to align with the Employee Handbook.

Approval from the Board of Education is requested for proposed language changes to the Classification, Compensation and Personnel Policy for General AST Personnel. These changes are being requested to align with the Employee Handbook.

Following are the proposed changes:

Policy Years

July 1, 2013 thru June 30, 2015

Section IV. Salary

1. The Superintendent of Schools shall make written recommendations to the Board of Education each new school year.
2. Effective July 1, 2009 eligible employees shall be advanced for step movements on the salary schedule in effect, if there are budget dollars available for such advancement.

Section V. Fringe Benefits

- A. Vacation Schedule as outlined in Employee Handbook.
- B. Holidays as outlined in Employee Handbook:
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - Winterbreak (including Christmas Eve and New Year's Eve; may be up to six days depending on the date of the holidays)
 - New Year's Day
 - Martin Luther King , Jr. Day
 - Good Friday
 - Memorial Day

D. Retirement Plan: For all eligible staff, the District will pay one-half of the actual rate as determined by the Employee Trust Fund Board and the employee will be responsible for the other half.

E. Health, Dental, Vision, Life, STD, LTD and LTC as outlined in Employee Handbook.

H. Sick Leave as outlined in Employee Handbook. Additionally:

Effective July 1, 2013, provision “H. d. will sunset. Any AST employee, who has accumulated more than 60 sick days, will be eligible to receive 50% of the value of any accumulated unused sick leave above 60 days, earned as an AST employee at the time of such termination at the rate of pay at the time of termination. The District shall make such payment within ninety (90) days after termination of employment. The District shall make such a payment in the form of post-employment contribution to a tax-sheltered annuity.

L. Payroll Deductions as outlined in Employee Handbook.

Section VII. Other Conditions of Employment

C. Contract Days Defined – Delete this section

Section VIII. Other Payments

C. Delete language and align with changes in law to WRS Contributions.

ADMINISTRATIVE RECOMMENDATION

It is the recommendation of the Superintendent that the Board approve the above proposed language changes to the AST Policy.

Dr. Michele Hancock
Superintendent of Schools

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

June 25, 2013

DONATIONS TO THE DISTRICT

The District has received the following donations:

1. An anonymous donation of \$5,000.00 was received by the Bradford High School Swim Team.
2. Elliot and Carl Engberg donated \$1,000.00 to the Bradford High School Scott Lee Engberg Memorial Scholarship.
3. Melissa Plumley donated a camera, lens, filter and flash to the Bradford High School Art Department. The value of this donation is \$164.00.

Administrative Recommendation

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

Dr. Michele Hancock
Superintendent of Schools

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

June 25, 2013

**Tentative Schedule of Reports, Events,
and Legal Deadlines for School Board**
June - July

June

- June 3, 2013 – Special School Board Meeting – 5:00 P.M. in ESC Board Room
- June 11, 2013 – Standing Committee Meetings – 5:30 P.M. in ESC Board Room
- June 25, 2013 –Regular Board of Education Meetings – 7:00 P.M. in ESC Board Room

July

- July 4, 2013 – Fourth of July – No Summer School & ESC Offices Closed
- July 9, 2013 – Standing Committee Meetings – 5:30 P.M. in ESC Board Room
- July 23, 2013 –Regular Board of Education Meetings – 7:00 P.M. in ESC Board Room

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