



REGULAR MONTHLY BOARD MEETING

**REVISED
October 25, 2011**

7:00 P.M.

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



Regular School Board Meeting
Tuesday, October 25, 2011
Educational Support Center
7:00 P.M.

- I. Pledge of Allegiance
- II. Roll Call of Members
- III. Awards
 - Recipients of Annual National OfficeMax “A Day Made Better” Recognition
 - Resolution of Commemoration – American Education Week 2011 – Resolution No. 287Page 1
- IV. Administrative and Supervisory Appointments
- V. Introduction and Welcome of Student Ambassador
- VI. Legislative Report
- VII. Views and Comments by the Public
- VIII. Remarks by the President
- IX. Superintendent’s Report
- X. Consent Agenda
 - A. Consent/Approve Recommendations Concerning Appointments, Leaves of Absence, Retirements and Resignations.....Page 2-3
 - B. Consent/Approve Minutes of 9/27/11 Special Meeting and Executive Session and 9/27/11 Regular Meeting.....Pages 4-9
 - C. Consent/Approve Summary of Receipts, Wire Transfers and Check RegistersPages 10-11
 - D. Consent/Approve Classification, Compensation And Personnel Policy for Non-Represented, Non-Supervisory, “Miscellaneous” EmployeesPage 12

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- E. Consent/Approve Barbara Bush Foundation
For Family Literacy Pages 13-19
- F. Consent/Approve Waiver of Policy 1330 -
Use of District Facilities..... Pages 20-22
- G. Consent/Approve Columbus School Property
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- H. Consent/Approve 5512 Green Bay Road
Property Sale Pages 32-45

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- A. Discussion/Action Elimination of Energy
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- B. Discussion/Action Official Third Friday
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- C. Discussion/Action Employee Complaint
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- D. Discussion/Action Change in the Fiscal
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- E. Discussion/Action 2010-2011 Budget
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XIV. Predetermined Time and Date of Adjourned Meeting, If Necessary

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

Kenosha, Wisconsin

Resolution of Commemoration American Education Week 2011 November 13 - 19

Great Public Schools: A Basic Right and Our Responsibility

WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility and equality; and

WHEREAS, by equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, education employees, be they teachers, education support professionals, custodians, bus drivers, secretaries or administrators, work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS, schools are community linchpins, bringing together adults and children, educators and volunteers, business leaders, and elected officials in a common enterprise, the Kenosha Unified School District No. 1 has celebrated American Education week for four decades;

NOW, THEREFORE, BE IT RESOLVED, that this expression of celebration commemorating the 88th annual American Education Week, November 13 through November 19, 2011, be adopted, and

BE IT FURTHER RESOLVED, that a true copy of this resolution be spread upon the official minutes of the Board of Education, and that a signed copy be printed in the school district's official newspaper of record.

President, Board of Education

Superintendent of Schools

Secretary, Board of Education

Members of the Board:

*Resolution No. 287
October 25, 2011*

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Kenosha Unified School District No. 1
Kenosha, WI
October 25, 2011

The Human Resources recommendations regarding the following actions:

Action	Board Date	co de	Staff	Last Name	First Name	School/Dept	Position	Effective Date	Yrs of Svc	Salary	Reason	Step / Level	Letter or Contract
Separation	10/11/11		Instructional	Anderson	April	Charles Nash	Grade 2	7/6/11	4	41,120.00	Rejected Recall	B00 Step 06	Contract
Layoff	10/11/11		Instructional	Barbee	Erica	Paideia	Science	8/29/11	2	41,653.00	Layoff	M00 Step 04	Contract
Layoff	10/11/11		Instructional	Barquero	Virginia	Bain Schl Lang	Bilingual Kindergarten	8/29/11	3	49,307.00	Layoff	M00 Step 08	Contract
Layoff	10/11/11		Instructional	Belongia	Phillip	Charles Nash	Grade 4	8/29/11	2	39,473.00	Layoff	B00 Step 05	Contract
Layoff	10/11/11		Instructional	Bilotti	Mary	Lance Middle	Science	8/29/11	1	40,939.00	Layoff	M12 Step 03	Contract
Layoff	10/11/11		Instructional	Bloedorn	Kathleen	Forest Park	Intervention Specialist (Arra)	8/29/11	2	22,429.34	Layoff	B00 Step 10	Contract
Layoff	10/11/11		Instructional	Bogdan	Christi	Vernon	Grade 1	8/29/11	3	40,670.00	Layoff	B12 Step 05	Contract
Layoff	10/11/11		Instructional	Bond	Rebecca	McKinley Middle	Grade 6	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Buchholz	Erika	Lakeview Tech	Physical Education	8/29/11	2	36,725.00	Layoff	B06 Step 03	Contract
Layoff	10/11/11		Instructional	Carlson	Timothy	KTEC	English	8/29/11	2	37,824.00	Layoff	B00 Step 04	Contract
Separation	10/11/11		Instructional	Carney	Megan	Mahone Middle	Science	7/8/11	1	36,174.00	Rejected Recall	B00 Step 03	Contract
Separation	10/11/11		Instructional	Carr	Abby	Stocker	Grade 1	8/31/11	2	44,421.00	Rejected Recall	B00 Step 08	Contract
Layoff	10/11/11		Instructional	Casebolt	Katie	McKinley Middle	Grade 6	8/29/11	2	38,397.00	Layoff	B12 Step 04	Contract
Layoff	10/11/11		Instructional	Cerminara	Gina	Human Resources	Guidance	8/29/11	4	40,319.20	Layoff	M06 Step 08	Contract
Layoff	10/11/11		Instructional	Chamness	Benjamin	Lincoln Middle	Physical Education	8/29/11	2	36,174.00	Layoff	B00 Step 05	Contract
Layoff	10/11/11		Instructional	Cline	Kelly	Indian Trail	Biology Life Science	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Separation	10/11/11		Instructional	Cook	Ellen	Washington Mid	French	7/5/11	2	37,824.00	Rejected Recall	B00 Step 04	Contract
Layoff	10/11/11		Instructional	Cook	Nathaniel	Bullen Middle	Spanish	8/29/11	3	41,272.00	Layoff	B18 Step 05	Contract
Layoff	10/11/11		Instructional	Cooper	Nicole	Dept Of Sp Ed	Occupational Therapy	8/29/11	1	45,277.00	Layoff	M00 Step 06	Contract
Layoff	10/11/11		Instructional	Covey	Kimberly	Lincoln Middle	Grade 6	8/29/11	3	39,473.00	Layoff	B00 Step 05	Contract
Layoff	10/11/11		Instructional	Creel	Jason	Lincoln Middle	English	8/29/11	1	37,824.00	Layoff	B00 Step 04	Contract
Layoff	10/11/11		Instructional	Crist-Calafore	Mary	Bain Schl Lang	Bilingual Grade 3	8/29/11	4	42,997.00	Layoff	B18 Step 06	Contract
Layoff	10/11/11		Instructional	Croix	Lauren	Paideia	Grade 5	8/29/11	4	43,617.00	Layoff	B24 Step 06	Contract
Layoff	10/11/11		Instructional	Cutler	Autumn	Brass Comm Schl	Grade 2 (Sage)	8/29/11	3	43,467.00	Layoff	M00 Step 05	Contract
Layoff	10/11/11		Instructional	De La Cruz	Paige	Indian Trail	Spanish	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Dohrmann	Matthew	McKinley Middle	Grade 6	8/29/11	3	43,467.00	Layoff	M00 Step 05	Contract
Separation	10/11/11		Instructional	Ebert	Michelle	4K Program	4K	9/7/11	2	18,533.76	Rejected Recall	B00 Step 04	Contract
Layoff	10/11/11		Instructional	Eldridge	Kathleen	Mahone Middle	Science	8/29/11	1	38,373.00	Layoff	B24 Step 03	Contract
Layoff	10/11/11		Instructional	Ferstenou	Bradley	Mahone Middle	Social Studies	8/29/11	2	37,824.00	Layoff	B00 Step 04	Contract
Layoff	10/11/11		Instructional	Fonger	David	Brompton	Bridges - Site	8/29/11	3	41,120.00	Layoff	B00 Step 06	Contract
Layoff	10/11/11		Instructional	Furreness	Amy	Tremper HS	Science	8/29/11	3	46,448.00	Layoff	B18 Step 08	Contract
Layoff	10/11/11		Instructional	Gerou	Kevin	KTEC	Guidance	8/29/11	3	46,945.00	Layoff	M12 Step 06	Contract
Layoff	10/11/11		Instructional	Gotz	Courtney	Columbus	Grade 2	8/29/11	1	37,824.00	Layoff	B00 Step 04	Contract
Layoff	10/11/11		Instructional	Gross	Jane	Indian Trail	Intervention Specialist	8/29/11	3	50,399.00	Layoff	M06 Step 08	Contract
Layoff	10/11/11		Instructional	Haack	Valerie	Human Resources	Grade 1	8/29/11	3	39,473.00	Layoff	B00 Step 05	Contract
Layoff	10/11/11		Instructional	Hack	Jason	Indian Trail	English	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Hanes	Jamie	Southport	Kindergarten 4 Year Old	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Hansen	Douglas	Human Resources	Social Studies	8/29/11	3	32,762.59	Layoff	B00 Step 05	Contract
Layoff	10/11/11		Instructional	Hovell	Lori	Grewenow	Title I	8/29/11	3	65,790.00	Layoff	M12 Step 14	Contract
Separation	10/11/11		Instructional	Hubbard	Brianna	Bain Schl Lang	Kindergarten	8/30/11	2	40,122.00	Rejected Recall	B24 Step 04	Contract
Layoff	10/11/11		Instructional	Huff	Eric	Lincoln Middle	English	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Karnstedt	Paul	Indian Trail	Science	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Kazanecki	Courtney	Bullen Middle	Bridges Intervention Title I	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Kellner	Amanda	Grewenow	Grade 5	8/29/11	3	40,071.00	Layoff	B06 Step 05	Contract
Layoff	10/11/11		Instructional	Kok	Carol	Human Resources	Grade 5	8/29/11	2	26,668.74	Layoff	M30 Step 08	Contract
Layoff	10/11/11		Instructional	Kolmos	Kelly	Bose	Title I	8/29/11	1	37,824.00	Layoff	B00 Step 04	Contract
Layoff	10/11/11		Instructional	Kostreva	Ruth	Southport	Grade 1	8/29/11	4	43,617.00	Layoff	B24 Step 06	Contract
Layoff	10/11/11		Instructional	Kueny	Marie	Student Support	Guidance	8/29/11	2	45,277.00	Layoff	M00 Step 06	Contract
Layoff	10/11/11		Instructional	Langenfeld	Daniel	Bullen Middle	Guidance	8/29/11	1	51,524.00	Layoff	M00 Step 09	Contract
Layoff	10/11/11		Instructional	Lautenbach	Matthew	McKinley Middle	Grade 6	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Lesnik	Jeana	McKinley Middle	Grade 6	8/29/11	2	42,227.00	Layoff	M06 Step 04	Contract
Layoff	10/11/11		Instructional	Lewicki	Jaclyn	Lincoln Middle	Science	8/29/11	1	54,539.75	Layoff	B24 Step 09	Contract
Separation	10/11/11		Instructional	Markley	Cassia	Southport	Grade 5	7/5/11	4	41,744.00	Rejected Recall	B06 Step 06	Contract
Layoff	10/11/11		Instructional	Mattner	Timothy	Jefferson	Kindergarten 4 Year Old (P-5)	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	McAdams	Carly	KTEC	English	8/29/11	2	37,824.00	Layoff	B00 Step 04	Contract
Layoff	10/11/11		Instructional	McNair	Anna	Columbus	Kindergarten	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	McWhorter	Endia	Human Resources	Grade 5	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Medina	Jessica	4K Program	4K Program	8/29/11	1	15,947.81	Layoff	SUBS 01 03	Contract
Layoff	10/11/11		Instructional	Moran	Giovanni	Bain Schl Lang	Bilingual Kindergarten	8/29/11	2	72,517.00	Layoff	M30 Step 5	Contract
Layoff	10/11/11		Instructional	Morovic	Matthew	Lincoln Middle	Grade 6 (Title I)	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Muldoon	Glassen	Grant	Grade 5	8/29/11	4	49,307.00	Layoff	M00 Step 08	Contract
Layoff	10/11/11		Instructional	Panfil	Rebecca	4K Program	4K Program	8/29/11	2	19,659.78	Layoff	B24 Step 04	Contract
Layoff	10/11/11		Instructional	Pedroni	Kristina	Bradford HS	Bridges Ais	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Piowe	J. Brendon	Human Resources	Physical Education	8/29/11	2	41,744.00	Layoff	B06 Step 06	Contract
Layoff	10/11/11		Instructional	Pulda	Abby	Grant	Grade 1	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Pye	Kristen	Bose	Guidance	8/29/11	1	42,589.00	Layoff	M30 Step 03	Contract
Layoff	10/11/11		Instructional	Richmond	Douglas	Indian Trail	Physics	8/29/11	2	37,824.00	Layoff	B00 Step 04	Contract
Layoff	10/11/11		Instructional	Sabin	Jessica	4K Program	4K Program	8/29/11	1	17,725.26	Layoff	B00 Step 03	Contract
Separation	10/11/11		Instructional	Schilz	Patricia	Stocker	Library Media Specialist	7/8/11	2	51,500.00	Rejected Recall	M12 Step 08	Contract
Layoff	10/11/11		Instructional	Slotkus	Dana	Roosevelt	Federal Class Reduction	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Stege	Timothy	Tremper HS	English	8/29/11	1	37,275.00	Layoff	B12 Step 03	Contract
Layoff	10/11/11		Instructional	Steinseifer	Melissa	Strange	Kindergarten 4 Year Old	8/29/11	2	45,277.00	Layoff	M00 Step 06	Contract
Layoff	10/11/11		Instructional	Stephenson	Samantha	Lincoln Middle	English (Title I)	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Stika	Tammy	4K Program	4K Program	8/29/11	1	19,521.60	Layoff	M00 Step 03	Contract
Layoff	10/11/11		Instructional	Thomey	Bane	Mahone Middle	Business	8/29/11	4	57,013.00	Layoff	M30 Step 09	Contract
Layoff	10/11/11		Instructional	Vancleve	Miranda	Bullen Middle	Social Studies	8/29/11	2	38,397.00	Layoff	B06 Step 04	Contract

Kenosha Unified School District No. 1
Kenosha, WI
October 25, 2011

The Human Resources recommendations regarding the following actions:

Action	Board Date	code	Staff	Last Name	First Name	School/Dept	Position	Effective Date	Yrs of Svc	Salary	Reason	Step / Level	Letter or Contract
Layoff	10/11/11		Instructional	Weinstein	Keef	Human Resources	Guidance	8/29/11	3	49,307.00	Layoff	M00 Step 08	Contract
Layoff	10/11/11		Instructional	Williams	Joseph	Washington Mid	Bridges Ais	8/29/11	1	36,174.00	Layoff	B00 Step 03	Contract
Layoff	10/11/11		Instructional	Williams	Kevin	Lance Middle	Technology Education	8/29/11	3	39,473.00	Layoff	B00 Step 05	Contract
Layoff	10/11/11		Instructional	Wollnik	Mary	Jefferson	Intervention Specialist	8/29/11	3	20,429.49	Layoff	M00 Step 05	Contract
Layoff	10/11/11		Instructional	Wyosnick	Amy	Human Resources	Math	8/29/11	2	39,473.00	Layoff	B00 Step 05	Contract
Layoff	10/11/11		Instructional	Zalaznik	Cara	KTEC	Grade 5	8/29/11	2	37,824.00	Layoff	B00 Step 04	Contract
Layoff	10/11/11		Instructional	Zematis	Jeffrey	Tremper HS	Science	8/29/11	4	55,961.00	Layoff	M00 Step 11	Contract
Layoff	10/11/11		Instructional	Ziccarelli	Krista	Human Resources	Grade 6	8/29/11	2	37,824.00	Layoff	B00 Step 04	Contract
Layoff	10/11/11		Instructional	Zusan	Allie	Washington Mid	Business	8/29/11	2	37,824.00	Layoff	B00 Step 04	Contract
Appointment	10/11/11		ESP	Stevenson	Rachel	Grant Elementary	Health Information	9/7/11	0	\$13.13	Appointment		Contract
Layoff	10/11/11		Instructional	Luisier	Lynn	Prairie Lane	4K Program	8/29/11	1	66,748.00	Layoff	M06 Step 15	Contract
Appointment	10/11/11		Miscellaneous	Weyer	Jenny	Teaching and Learning	Resource Clerk	9/26/11	0	\$13.64	Appointment		Contract
Early Retirement	10/11/11		Instructional	Carlsen	Mary	Human Resources	Teacher on Leave	10/3/11	17	\$60,131.00	Early Retirement	B24 Step 14	Contract
Appointment	10/11/11		ESP	Hezell	Teresa	Prairie Lane	Special Education	8/31/11	0	\$13.13	Appointment		Contract
Resignation	10/11/11		Miscellaneous	Rodriguez	Virgen	Bradford High School	Student Support Specialist	8/23/11	0	\$15.64	Resignation/Personal		Contract
Separation	10/11/11		ESP	Brown	Bianca	Reuther Central High School	Infant Lab	9/19/11	14	\$15.21	Separation		Contract
Appointment	10/25/11	**	ESP	Bell	David	Nash Elementary School	Special Education	10/3/11	0	\$13.02	Appointment		Contract
Appointment	10/25/11	**	Service	Scott	Patrick	Somers Elementary School	Night Custodian	9/27/11	0	\$19.08	Appointment		Contract
Appointment	10/25/11	**	Service	Shaffer	Cary	Washington Middle School	Night Custodian	9/27/11	0	\$19.08	Appointment		Contract
Appointment	10/25/11	**	ESP	Williams	Joseph	Indian Trail	Security	9/26/11	0	\$14.02	Appointment		Contract
Appointment	10/25/11	**	ESP	Massouh	Jameel	Indian Trail	Security	10/3/11	0	\$14.02	Appointment		Contract
Appointment	10/25/11	**	ESP	Zusan	Allie	Washington Middle School	Technology	10/17/11	0	\$14.02	Appointment		Contract
Appointment	10/25/11	**	Instructional	Carrasquillo	Teresa	Brompton	Spanish	10/11/11	14	\$29,320.40	Appointment	M24 Step 15	Letter
Appointment	10/25/11	**	ESP	Santelli	Mary Jo	Reuther Central High School	Infant Lab	10/10/11	0	\$14.13	Appointment		Contract
Layoff	10/25/11	**	Instructional	Carr	Abby	Stocker	Grade 1	8/29/11	2	44,421.00	Correction: Reclassi	B00 Step 08	Contract
Layoff	10/25/11	**	Instructional	Hubbard	Brianna	Bain Schl Lang	Kindergarten	8/29/11	2	40,122.00	Correction: Reclassi	B24 Step 04	Contract
Layoff	10/25/11	**	Instructional	Ebert	Michelle	4K Program	4K	8/29/11	2	18,533.76	Correction: Reclassi	B00 Step 04	Contract

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD SEPTEMBER 27, 2011

A special meeting of the Kenosha Unified School Board was held on Tuesday, September 27, 2011, in the Small Board Room at the Educational Support Center. The purpose of this meeting was to vote on holding an executive session to follow immediately.

The meeting was called to order at 6:00 P.M. with the following members present: Ms. R. Stevens, Mrs. Taube, Mr. Nuzzo, Mr. Gallo, Ms. P. Stevens, and Mrs. Snyder. Dr. Hancock was also present. Mr. Bryan was excused.

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

Mrs. Snyder announced that an executive session had been scheduled to follow this special meeting for the purpose of Review of Findings/Orders by Independent Hearing Officers, Personnel: Problems, and Property: Sale and Lease/Rental.

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

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

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

1. Review of Findings/Orders by Independent Hearing Officer and Items Relating to Students Requiring Confidentiality by Law

Mr. Lattimore arrived at 6:02 P.M. and provided Board members with information relating to two expulsions and three modification requests.

Mr. Lattimore and Dr. Hancock were excused at 6:25 P.M.

Mrs. Taube moved to concur with the recommendation of the hearing officer with the addition of the option for consideration for the Hillcrest Bridges Program with respect to the first expulsion. Ms. P. Stevens seconded the motion. Unanimously approved.

Ms. P. Stevens moved to concur with the recommendation of the hearing officer with respect to the second expulsion. Ms. R. Stevens seconded the motion. Unanimously approved.

Ms. P. Stevens moved to approve Administration's recommendation for the addition of the option for consideration for Kenosha eSchool with respect to the first modification request. Mr. Nuzzo seconded the motion. Unanimously approved.

Mrs. Taube moved to approve Administration's recommendation for the addition of the option for consideration for Kenosha eSchool with respect to the second modification request. Mr. Nuzzo seconded the motion. Unanimously approved.

Ms. P. Stevens moved to approve Administration's recommendation for reinstatement with respect to the third modification request. Mrs. Taube seconded the motion. Unanimously approved.

Dr. Hancock returned to the meeting at 6:29 P.M.

2. Property: Sale and Lease/Rental

Mr. Finnemore arrived at 6:30 P.M. and updated Board members on several property issues.

Mr. Finnemore was excused at 6:40 P.M.

3. Personnel: Problems

Dr. Hancock updated Board members on a personnel issue.

Meeting adjourned at 6:50 P.M.

Stacy Schroeder Busby
School Board Secretary

REGULAR MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD SEPTEMBER 27, 2011

A regular meeting of the Kenosha Unified School Board was held on Tuesday, September 27, 2011, at 7:00 P.M. in the Board Room of the Educational Support Center. Mrs. Snyder, President, presided.

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

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

Mr. Gary Vaillancourt, Chief of Communications, presented the Edward Bain School of Language and Art English Battle of the Books Tournament Winners.

There were no Administrative or Supervisory Appointments.

Ms. P. Stevens introduced the Student Ambassador, Lauren Borchardt, from Tremper High School and she made her comments.

There was no Legislative Report.

Views and comments were made by the public.

Mrs. Snyder made her remarks.

Dr. Hancock gave the Superintendent's Report which included a presentation on "A New Way of Doing Business" that covered Agricultural Age – 19th Century, Industrial Age – 20th Century, the Knowledge Age – 21st Century, the Ever Increasing Burden, KUSD Challenges, Our Successes, the Transformation Plan, Technology vs. Paper Costs, and the Per Pupil State Revenue as topics.

The Board considered the following Consent-Approve items:

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

Consent-Approve item X-B – Minutes of the 8/23/11, 8/30/11 and 9/13/11 Special Meetings and Executive Sessions, 8/23/11 Regular Meeting, 8/16/11, 8/30/11 and 9/19/11 (2) Special Meetings, and 9/19/11 Annual Meeting of Electors as presented in the agenda.

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

“The format of the Summary of Cash Receipts and Disbursements report has been modified this month in order to provide greater transparency in financial reporting.

There are three significant modifications, which are to:

- 1) Provide more complete and timely information
- 2) Present receipts and disbursements for the same month, and
- 3) Provide greater details for the information reported.

It is recommended that the July 2011 cash deposit batches totaling \$1,321,447.34, and cash receipt wire transfers-in totaling \$3,697,552.38 be approved. Check numbers 470985 through 470987 and numbers 471209 through 472275 totaling \$9,456,597.12, and general operating wire transfers-out totaling \$112,614.91 are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the July 2011 net payroll and benefit EFT batches totaling \$14,955,112.16, and net payroll check batches totaling \$2,159.45 be approved.”

Consent-Approve item X-D – Policy/Rule and Administrative Regulations (A & B) 1213 – Web Page Publication (Second Reading) submitted by Mr. Vaillancourt; Mrs. Vickie Brown-Gurley, Assistant Superintendent of Teaching and Learning; and Dr. Hancock, excerpts follow:

“Students and Staff throughout the district provide web content that promote and support the educational mission of the District, school curriculum, instruction, and school-authorized activities. Policy and Rule 1213, Web Page Publication has been reviewed and updated by the District Technology Policy Team consisting of administrators, teacher consultants, web 2.0 facilitators and the web specialist to include appropriate use and responsibility of the Internet system. Administrative Regulations A and B to Policy 1213 are also being eliminated and the policy is being renamed Web Publication.

At their August 9, 2011 meeting, the Personnel/Policy and Curriculum/Program Committees voted to forward Policy 1213 to the School Board for a first and second reading. The Board approved Policy 1213 as a first reading at its August 23, 2011 regular meeting. Administration recommends that the Board approve the changes to Policy and Rule 1213 - Web Publication as a second reading this evening.”

Mrs. Taube moved to approve the Consent Agenda with the Revised Recommendations Concerning Appointments, Leaves of Absence, and Retirements as presented. Ms. R. Stevens seconded the motion. Unanimously approved.

Mr. Daniel Tenuta, Assistant Superintendent of Secondary School Leadership, and Mr. Kristopher Keckler, Principal of Kenosha eSchool, presented the Kenosha eSchool Charter Contract Renewal submitted by Mr. Keckler, Mr. Tenuta, and Dr. Hancock, excerpts follow:

“On July 1, 2006 the Board of Education first approved the request for charter school approval for the Kenosha eSchool, initially for a five (5) year period, and another renewal for three (3) years was granted on August 24th, 2010. There are a number of areas outlined below that initiated this new version of the charter.

The recently approved modifications to the KUSD graduation requirements were integrated with the eSchool charter. The only difference still resides in the eSchool laude recognition in place of assigning a valedictorian/ salutatorian.

The new KUSD transformational design goal (#1) addresses expansion of online learning opportunities to middle school students. The eSchool has always allowed for some specific participation (gifted and talented). We are now reaching a point of being able to offer expanded middle school curriculum, and hope to assist middle schools as we have aided the high schools. Conversations with the Wisconsin Department of Public Instruction encouraged us to clarify this language in our charter.

A minimum time frame for earning credit in an online course was established to accurately measure student comprehension and address NCAA accreditation concerns for online learning. Some minor phrasing was updated, such as the inclusion of the Wisconsin eSchool Network becoming a 501 (c)(3) and consistency using the term online in place of virtual.

The Kenosha eSchool continues to solidify itself as a leading model of online learning for the state of Wisconsin, with fiscal responsibility and educational accountability. We hope to continue to offer a quality experience to a larger base of interested and able students.

At its September 13, 2011 meeting, the Personnel/Policy Committee voted to forward the Kenosha eSchool revised charter contract to the full Board for consideration. The Kenosha eSchool Governance Board and Staff request that the School Board approve the proposed three (3) year contract for the Kenosha eSchool.”

Ms. R. Stevens moved to approve the Kenosha eSchool Charter Contract Renewal. Mrs. Taube seconded the motion. Unanimously approved.

Mrs. Tina Schmitz, Director of Finance, and Ms. Michele Wiberg, Director of Wisconsin Public Finance at PMA Financial Network, Inc., presented the Refinancing of Taxable G.O. Refunding Bonds, Series 2002B submitted by Mrs. Schmitz, Mrs. Glass, and Dr. Hancock, excerpts follow:

Administration seeks to refinance the Taxable G.O. Refunding Bonds, Series 2002B to take advantage of lower interest rates. The original 2002 Bonds were issued to refinance the District's Unfunded Pension Liability with the Wisconsin Retirement System. The original issue amount was \$16,710,000. The potential refinancing would refinance the callable maturities (eligible for prepayment – 2014 through 2018).

The 2011 refinancing would fund an escrow account (invested in U.S. Government Securities), which is an irrevocable trust set up for the purpose of paying off the 2002 bonds at the call date. The escrow account also disburses funds to pay interest on the callable maturities until the call date.

With today's low interest rates, refinancing the District's Taxable G.O. Refunding Bonds Series 2002B could result in significant debt service savings. Based on a preliminary analysis provided by PMA, the District could reduce the debt service costs by approximately \$65,000 per year in 2013-2018 (net of estimated costs of issuance). This is Fund 38 debt; therefore, any debt service savings would provide additional dollars for operations.

The call date for the 2002 Bonds is April 1, 2013. The 2011 refinancing would be categorized as an advance refunding, which is a refinancing that is done more than 90 days before the call date. The 2011 refinancing would fund an escrow account (invested in U.S. Government Securities), which is an irrevocable trust set up for the purpose of paying off the 2002 bonds at the call date. The escrow account also disburses funds to pay interest on the callable maturities until the call date. The District can lock-in rates on the refinancing as early as the October Board meeting

At its September 13, 2011 meeting, the Audit/Budget/Finance Committee voted to forward the refinancing of the taxable G.O. Refunding Bonds to the full Board for consideration. Administration requests that the Board of Education approve the refinancing of the taxable G.O. Refunding Bonds, Series 2002B to take advantage of lower interest rates, saving the district approximately \$65,000 per year. Please see attached PMA schedule for more detail."

Ms. R. Stevens moved to approve the refinancing of the taxable G.O. Refunding Bonds, Series 2002B to take advantage of lower interest rates, saving the district approximately \$65,000 per year. Mrs. Taube seconded the motion. Unanimously approved.

Meeting adjourned at 8:16 P.M.

Stacy Schroeder Busby
School Board Secretary

Kenosha Unified School District No. 1
Kenosha, Wisconsin
Summary of Cash Receipts and Disbursements
October 25, 2011

CASH RECEIPTS	reference	total
August 2011 Wire Transfers-In, to Johnson Bank from:		
WI Department of Public Instruction	<i>aids register receipts</i>	\$ 6,926,048.12
District Municipalities	<i>tax settlement - August payment</i>	20,220,913.55
Johnson Bank	<i>account interest</i>	14.09
Bankcard Services	<i>food services credit card receipts (net of fees)</i>	11,399.37
Wind River Financial	<i>school credit card receipts (net of fees)</i>	213,548.59
Retired Benefit Participants	<i>premium reimbursements</i>	28,841.04
Various Sources	<i>small miscellaneous grants / refunds / rebates</i>	170.50
Total Incoming Wire Transfers		\$ 27,400,935.26

August 2011 Deposit Batches - All Funds:

General operating	<i>CR052845 thru CR052965 (excluding credit cards)</i>	\$ 658,172.19
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TOTAL AUGUST CASH RECEIPTS

\$ 28,059,107.45

CASH DISBURSEMENTS	reference	total
August 2011 Wire Transfers-Out, from Johnson Bank to:		
<i>payroll & benefit wires</i>		
Individual Employee Bank Accounts	<i>net payrolls by EFT</i>	\$ 7,801,041.41
WI Department of Revenue	<i>state payroll taxes</i>	612,962.12
WI Department of Revenue	<i>state wage attachments</i>	2,908.32
IRS	<i>federal payroll taxes</i>	2,747,191.20
Diversified Benefits Services	<i>health retirement account claims</i>	419,348.20
Diversified Benefits Services	<i>flexible spending account claims</i>	15,255.98
Employee Trust Funds WRS	<i>wisconsin retirement system</i>	1,264,776.18
Delta Dental WI	<i>dental insurance premiums</i>	94,712.88
FICA Alternative	<i>federal payroll taxes</i>	5,293.83
Burkwald & Associates	<i>management fee</i>	36,536.08
Various	<i>TSA payments</i>	357,384.94
<i>general operating wires</i>		
Elan Financial	<i>elan p-card payment</i>	60,907.00
Kenosha Area Business Alliance	<i>lease payment</i>	17,453.54
Total Outgoing Wire Transfers		\$ 13,435,771.68

August 2011 Check Registers - All Funds:

Net payrolls by paper check	<i>01015CM, 01016DP, 01017DP</i>	\$ 904.11
General operating	<i>Check #472276 thru Check #473176</i>	8,678,323.85
Total Check Registers		\$ 8,679,227.96

TOTAL AUGUST CASH DISBURSEMENTS

\$ 22,114,999.64

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, WI

October 25, 2011

Administrative Recommendation

It is recommended that the August 2011 cash deposit batches totaling \$658,172.19, and cash receipt wire transfers-in totaling \$27,400,935.26, be approved.

Check numbers 472276 through 473176 totaling \$8,678,323.85, and general operating wire transfers-out totaling \$78,360.54, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the August 2011 net payroll and benefit EFT batches totaling \$13,357,411.14, and net payroll check batches totaling \$904.11, be approved.

Dr. Michele Hancock
Superintendent of Schools

Sheronda Glass
Assistant Superintendent of
Business Services

Tina M. Schmitz
Director of Finance

Heather J. Kraeuter, CPA
Accounting Supervisor

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

October 25, 2011

Classification, Compensation and Personnel Policy for Non-Represented, Non-Supervisory, "Miscellaneous Employees"

Approval from the Board of Education is requested for proposed changes to the Classification, Compensation and Personnel Policy for Non-Represented, Non-Supervisory, "Miscellaneous Employees."

Following are the proposed changes:

Salary – Section IV.

0% salary increase July 1, 2011 through June 30, 2012

0% salary increase July 1, 2012 through June 30, 2013

Benefit – Section IV.

2011 – 13 Policy Year:

- 12% health insurance premium contribution
- 5.8% WRS Retirement Contribution

ADMINISTRATIVE RECOMMENDATION

At its October 11, 2011 meeting, the Personnel/Policy Committee voted to forward to the School Board the proposed salary increase and language changes to the Miscellaneous Classification, Compensation and Personnel Policy. Administration recommends that the School Board approve the proposed salary increase and language changes to the Miscellaneous Classification, Compensation and Personnel Policy as presented.

Dr. Michele Hancock
Superintendent of Schools

Sheronda Glass
Assistant Superintendent of Business Services

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KENOSHA UNIFIED SCHOOL DISTRICT NO.1
Kenosha, Wisconsin

October 25, 2011

THE BARBARA BUSH FOUNDATION FOR FAMILY LITERACY

School Board approval is requested to submit and implement a one-year proposal to expand the District's Kenosha Even Start Family Literacy Program. This proposal is being submitted to the Barbara Bush Foundation for Family Literacy which will announce the awards in April 2012.

The all-encompassing program will strengthen the following components: 1) Adult ESL Instruction, 2) Early Childhood Development, 3) Parent Education, and 4) Parent-Child Interactive Literacy Activities. The program serves the most underserved (economic need) families, with children ages 2-10, who have low literate skills and in need of learning English. In addition to classes four days a week, local community partnerships provide family learning opportunities beyond the weekly class instruction. Partnerships include Children's Literature Center – Carthage College, Gateway Technical College, Kenosha Public Library, Urban Outreach Center, and UW Extension. Carthage College provides opportunities for the families to visit the Children's Literature Center. Kenosha Public Library has special story times that are presented English and Spanish with a special activity related to the story. Urban Outreach Center provides GED Instruction in Spanish, with free child care, reimbursement for the GED Tests, and transportation to and from the testing site if needed. Our adult learners are able to learn English and then proceed to the GED classes at the Center. UW Extension provides a series of parenting classes on health and nutrition. This grant would provide support to increase the number of families served from twenty to twenty five, with their children, as well as provide an additional day per week for instruction.

Title

Kenosha Even Start Family Literacy Program

Funding Source

These funds originate from the Barbara Bush Foundation for Family Literacy. The Foundation's grant-making program seeks to develop or expand projects designed to support the development of literacy skills for adult primary care givers and their children.

Time Period

July 1, 2012 – June 30, 2013

Purpose

The goal is to further develop the District's Family Engagement Training and Education Programs as well as provide meaningful and engaging learning opportunities for non-English speaking families. The following goals support the expansion of the family literacy program:

Program Goal - *To provide a high-quality, effective and intensive family literacy program to twenty-five eligible families.*

Objective 1: The program will establish and maintain partnerships and collaboration to enhance the delivery of services and the retention of families. Activities include:

- 1) Each program year, at least quarterly, program staff will bring partners and collaborators together in order to maintain project activity plans (e.g. presentations on nutrition, family, children and other education topics) regarding the changing needs of participating families. We will also maintain sign-in sheets and other documentation;
- 2) Strengthen learning opportunities for the participants by relating the curriculum to family field trips;
- 3) Presenters /trainers will provide four interactive learning opportunities that focus on literacy, reading with your child, technology, and strategies to work with children on early learning skills;
- 4) Provide interactive programs for participants to connect with their children; and
- 5) Implement the Successful Fathering program, a ten-week series parenting program.

Adult Education Goal - *To provide adult education that leads to the acquisition or improvement of literacy and English language skills and increased self-sufficiency.*

Objective 1: Of the adults enrolled in English for Speaker of Other Languages (ESOL) and/or English as a Second Language (ESL) and who participated in the pre/post testing using the BEST Plus assessment, and as an additional option, BEST Literacy assessment, 60 percent will achieve one NRS level gain.

Activities include:

- 1) Develop personal education plans;
- 2) Provide home-based instruction/home visits;
- 3) Provide Center-based instruction/ECE classroom instruction;
- 4) Provide Parenting Education; and
- 5) Administer pre and post testing.
- 6) Develop technology skills.

Objective 2: 30% of all English Language Learners (ELL) adult participants who have attended at least 100 hours of English language instruction will demonstrate achievement in listening, speaking, reading, writing and problem solving.

Activities include:

- 1) ESL instruction; Expand ESL classes per week.

Objective 3: Adults who have academic gains (high-intermediate level) in the acquisition of the English language will be enrolled in an institution of higher learning.

Activities include:

- 1) ESL Instruction.

Early Childhood Education Goal - *To provide instruction that supports children's literacy, child development and language development.*

Objective 1: 25% of progress for children in the emerging language development for ages 2 and language and literacy development for ages 3-5 will be demonstrated.

Activities include:

1) Provide center-based instruction and provide home-based instruction.

Objective 2: Of those four-year old children assessed prior to five-year old kindergarten, using the Upper-Case Alphabet Recognition Sub Task of the PALS Pre-K assessment, 65% will know 12 letters.

Activities include:

1) PALS assessment will be administered.

Objective 3: Of those four-year old children assessed prior to five-year old kindergarten, with the Peabody Picture Vocabulary Test – Receptive Language IV, 70 per cent or more will show a standard score of 85 or higher on the spring assessment.

Activities include:

1) PPVT assessment will be administered.

Objective 4: Of the children from 2-3 year olds, whose families participate in the program for 100 hours, 75% will receive a vision, hearing, and developmental screening.

Activities include:

1) Two-three year olds will receive: Vision Screening, Hearing Test, Developmental Screening.

Number of students served: Approximately 50

Relationship to Transformation Design

This proposal directly relates to the District's Transformation Design mission, goals, and student results. The proposal exposes young children and their families to interactive literacy experiences, strengthens community partnerships, and introduces them to the world of technology as it supports student and family learning.

Budget

Classification	Object	Amount
Support Services	Salaries	\$ 46,706
	Fringes	\$ 9,462
	Purchased Services	\$ 5,129
	Non-Capitol Objects	\$ 1,721
	Total	\$63,018
	Indirect Costs	\$ 1,982
	Total	\$65,000

District Resources Committed as a Result of the Acceptance of these Funds

The Community School Relations Manager supervises the Even Start Family Literacy Program. This project will maintain the strong relationship with the Urban Outreach Center that supports 25% of the Program Director's salary, and the Home School Visitor position and training required through a grant award.

Relationship to District Budget

The foundation funds cover items above those offered in the District budget.

Evaluation Plan

Adult Assessment: Best Plus/Oral is an individually administered, face to face oral interview designed to assess the English language proficiency of an adult English language learner in the US. BEST Plus is a combined test of listening/speaking skills.

Best Plus Literacy is a combined test of reading and writing skills using authentic situations as the basis for test questions. It was specifically developed and designed for adult English language learners in the US. Reading tasks include reading dates on a calendar, labels on food, addressing an envelope, writing a rent check, completing a personal background form, and writing personal notes.

Children Assessment: PALS-Pre-K is a scientifically-based phonological awareness and literacy screening that measures preschoolers' developing knowledge of important literacy fundamentals and offers guidance to teachers for tailoring instruction to children's specific needs. The assessment is designed to be administered to four-year olds in the fall of Pre-K in order to guide instruction during the year. A second administration in the spring of Pre-K serves to evaluate progress.

The Peabody Picture Vocabulary Test is a commonly used assessment test that measures verbal ability in standard American English vocabulary. To administer the PPV, the examiner presents a series of pages that contain four black and white pictures.

Program Goal Objective I: Data Reporting System/Local Evaluator.

Adult Education Goal Objective I: Best Plus/Literacy Assessments, and

Adult Education Goal Objective II: Pre and Post Best Plus Literacy and the BEST Plus Oral documentation and documentation of participation and attendance.

Adult Education Goal Objective III: BEST Plus/Literacy Assessments and TABE 3 assessments.

Early Childhood Goal Objective I: Implement PPVT and PALS assessments,

Objective II: Upper-case Alphabet Recognition Sub-Task of the PALS-Pre-K assessment,

Objective III: Peabody Picture Vocabulary Test –Receptive Language IV.

Early Childhood Objective IV: Ages and Stages Questionnaire (A.S.Q.).

Type of Project

This is a competitive application.

Staff Persons involved in preparation of application

Patricia Demos, Community School Relations Manager

Scott Kennow, Brass Community School Principal

Juan Torres, Kenosha Even Start Family Literacy Program Director

Gary Vaillancourt, Chief Communications Officer

Administrative Recommendation:

At its October 11, 2011 meeting, the Curriculum/Program Committee voted to forward this grant request to the School Board for consideration. Administration recommends that the School Board approve submission and acceptance if received of the Barbara Bush Foundation for Family Literacy Grant for expansion of the Kenosha Even Start Family Literacy Program for the 2012/13 school year.

Dr. Michele Hancock
Superintendent of Schools

Patricia Demos
Community School Relations Manager

Gary Vaillancourt
Chief Communications Officer

Fiscal, Facilities and Personnel Impact Statement

Notes/Assistance provided in this dropdown menu

Title: Kenosha Even Start Family Literacy Program **Budget Year:** 2012-2013

Department: Office of Communications **Budget Manager:** Patricia Demos

REQUEST

School Board approval is requested to submit and implement a one-year proposal to expand the District's Kenosha Even Start Family Literacy Program. This proposal is being submitted to the Barbara Bush Foundation for Family Literacy which will announce the awards in April 2012.

RATIONALE/ INSTRUCTIONAL FOCUS

The all-encompassing program will strengthen the following components: 1) Adult ESL Instruction, 2) Early Childhood Development, 3) Parent Education, and 4) Parent-Child Interactive Literacy Activities. The program serves the most underserved (economic need) families, with children ages 2-10, who have low literate skills and in need of learning English. In addition to classes four days a week, local community partnerships provide family learning opportunities beyond the weekly class instruction. Partnerships include Children's Literature Center – Carthage College, Gateway Technical College, Kenosha Public Library, Urban Outreach Center, and UW Extension.

IMPACT

This goal provides opportunities for families to learn English and go onto a Spanish GED Program, strengthen their engagement in their child's education, increase their parenting strategies and improve their literacy skills as it pertains to reading to their child. It is well researched that students do better in school and stay in school longer when their parents are actively engaged in their child's education.

BUDGET IMPACT

Object Level	Descriptive	Amount
100's	Salaries	\$46,706.00
200's	Fringes	\$9,462.00
300's	Purchased Services	\$5,129.00
400's	Non-Capital Objects	\$1,721.00
500's	Capital Objects	\$0.00
	Indirect Costs	\$1,982.00

	TOTAL	\$65,000.00
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This is a ☒ one-time or a ☐ recurring expenditure

FUNDING SOURCES
Select Funding Sources:
Barbara Bush Foundation for Family Literacy

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

October 25, 2011

WAIVER OF POLICY 1330 – USE OF DISTRICT FACILITIES

National Alliance on Mental Illness (NAMI) Kenosha County, Inc. is requesting a waiver of user fees for the Reuther High School auditorium on Wednesday, October 5, 2011 for a performance of *Pieces in My Own Voice* which depicts the lives of people living with mental health diagnosis. October 2-9, 2011 is Mental Illness Awareness Week and Pieces is an excellent way to help educate the public about mental illness.

The rental fee is \$249.00. Any additional custodial fees will be the responsibility of NAMI Kenosha County and the \$20.00 permit filing fee has been paid.

Kenosha Public Library is requesting a waiver of user fees for the Mahone Middle School auditorium on Saturday, March 3, 2012 to engage the entire county in reading and discussing *Sun, Stone and Shadows: 20 Great Mexican Short Stories*.

The rental fee is \$305.00. Any custodial charges will be the responsibility of the Kenosha County Library and the \$20 permit filing fee has been paid.

Board Policy 1330, Facility Use, defines requirements for outside groups to use school district facilities. Specifically, Policy 1333, Facility Charges, states that "...the Board retains the right to waive or adjust any fees associated with use of District facilities."

RECOMMENDATION

At its October 11, 2011 meeting, the Audit/Budget/Finance Committee voted to forward Administration's recommendations to the full Board regarding these waiver requests.

Administration recommends that the School Board approve the request from NAMI Kenosha County for waiver of rental fees in the amount of \$249.00 for the use of the Reuther High School auditorium on October 5, 2011.

Administration also recommends that the School Board approve the request from Kenosha Public Library for waiver of rental fees in the amount of \$305.00 for the use of the Mahone Middle School auditorium on March 3, 2012.

Sheronda Glass
Assistant Superintendent of Business

Dr. Michele Hancock
Superintendent of Schools



DATE: September 7, 2011

FROM: NAMI-Kenosha County

TO: KUSD School Board
c/o Kathy DeLabio
3600-52nd Street
Kenosha, WI 53144

SUBJECT: Waiver on Rental Fee for Reuther Central High School Auditorium

On behalf of the National Alliance on Mental Illness (NAMI) Kenosha County, I am requesting a waiver on the rental fee for Reuther Central High School Auditorium on October 5, 2011. NAMI Kenosha County is sponsoring a performance of ***Pieces In My Own Voice***. ***Pieces*** is written and produced by Brenda Wesley of NAMI Greater Milwaukee. The thought provoking theatrical production depicts the lives of people living with a mental health diagnosis. The audience can experience the darkness of stigma and the light of recovery. The performance will begin at 6 PM and a Q&A session following the performance at approximately 7 PM. There is no charge for admission and the program is open to the public.

October 2-9, 2011 is Mental Illness Awareness Week and ***Pieces*** this is an excellent way to help educate the public about mental illness. As you know, we are an all volunteer organization whose reliance on the generosity of the community and friends of NAMI make it all possible. This is our 28th year of consecutive, all volunteer service to the community. Our mission is to improve the quality of life for folks affected with mental illness here in Kenosha County. We do this through education, support, and advocacy while promoting recovery and fighting stigma associated with mental illness.

Thank you again for your consideration of this waiver request. Please let me know if there are any questions. We look forward to your continued support.

Sincerely,

Jack Rose, President
NAMI-Kenosha County
(262-605-9038)

Kenosha Public Library

Tom J. Carson
Head Reference Services
7979 38th Ave.
PO Box 1414
Kenosha, WI 53141-1414
(262) 564-6132 Telephone
(262) 564-6175 FAX
tcarson@kenosha.lib.wi.us Email

Douglas Baker, Library Director
Administration
812 56th Street
PO Box 1414
Kenosha, WI 53141-1414
(262) 564-6324 Telephone
(262) 564-6370 FAX
www.kenosha.lib.wi.us

Dear Dr. Hancock:

The Kenosha Public Library has been awarded a Big Read Grant from the National Endowment for the Arts. This grant will enable the Library, in partnership with a variety of area organizations, institutions and agencies, to engage the entire county in reading and discussing one book: *Sun, Stone and Shadows: 20 Great Mexican Short Stories* edited by Jorge F. Hernandez. All activities will take place during the month of March, 2012.

The first event on Saturday, March 3, 2012, is the kick-off featuring Mr. Hernandez as keynote speaker and a dance performance by Ballet Folklórico Nacional of Milwaukee. We would like permission to use the auditorium at Mary Lou Mahone Middle School from 12:00pm to 4:00pm for this special event. We have limited funds for venue rental. Would Kenosha Unified School District be willing to provide this space free of charge? In addition to being the keynote speaker, Mr. Hernandez has agreed to meet with KUSD students on Friday, March 2, 2012.

If you have any questions or need more information, please let me know. Thank you for your consideration.

Sincerely,

Tom J. Carson
Head of Reference Services

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

October 25, 2011

COLUMBUS SCHOOL PROPERTY SALE

Background:

At the end of the 2010-11 school year, Columbus Elementary School was closed permanently as part of a comprehensive plan to address the large structural deficit that KUSD was facing. Several options regarding what should be done with the building and property were considered before the decision was made to pursue selling the property. The School Board approved pursuing a sale of the property at its July 26, 2011 regular meeting.

Columbus Elementary School, located at 6410 – 25th Avenue, was constructed in 1910 and had one major addition which included the gymnasium in 1954. The attachment to this report includes an aerial view of the Columbus site as well as a fact sheet on the building and the property. KUSD closed Columbus as an elementary school one other time previously and then reopened it several years later as the District's enrollment grew. It is the oldest KUSD school building that has not undergone a major renovation. In addition, the building's size and lack of space for growth make a renovation project impractical.

Retaining the building for future use is an option that was considered, but there are several reasons not to do this including the age and condition of the building and the size of the site as compared to a typical elementary school. In addition, if the building remains closed for a lengthy period of time, there may be requirements imposed to bring the building up to or close to today's standards including such things as a fire sprinkler system and Americans with Disabilities Act requirements. Using the building as a charter school location or some other use was also considered, but the shortcomings with the building and site do not make it the most attractive location for our continued use.

Selling the property eliminates costs associated with maintaining the building for possible future use. These costs include utility costs to maintain the building at a minimal temperature in the winter to prevent pipes from freezing and security related lighting. In addition there would be maintenance related costs to keep the integrity of the building intact. The two most significant maintenance needs are replacement of the roof which is 19 years old and very near the end of its useful life and a variety of exterior masonry issues ranging from tuck-pointing to lintel replacement (information on these projects will be discussed verbally at the Committee meeting).

A Request for Proposal (RFP) was developed and issued to interested buyers, several local real estate agents, and also posted on the KUSD website. Proposals were due on September 20, 2011. We received one valid offer from AMY 1, LLC for \$110,000, a copy of that offer is attached to this report. The offer does not contain any contingencies and the prospective buyer has had discussions with the City of Kenosha regarding their proposed use which would be as a childcare center. They operate a similar center on a property adjacent to the Columbus School site currently.

The offer is less than the market analysis we performed on the building which was approximately \$185,000; however the market analysis was based on the property being on the market for however long it takes to sell which when looking at similar buildings could be years. In addition, we benefit from avoiding the operations and maintenance costs projected for the building and also putting the building to use instead of being another vacant building in the community. Therefore, Administration considers this offer to be acceptable in terms of price and other conditions and recommends that the district proceed with the sale of the property to AMY 1, LLC.

Elector approval to sell the building was obtained at the Annual Meeting on September 19, 2011. This report was reviewed by the Planning, Facilities and Equipment Committee at its October 11, 2011 meeting, and the Committee unanimously recommended that the report be forwarded to the full Board for consideration.

Administration Recommendation:

Administration recommends Board approval of the sale of the Columbus Elementary School property as described in this report.

Dr. Michele Hancock
Superintendent of Schools

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

To Whom It May Concern:

We are extremely interested in purchasing Columbus School for use as a childcare center. We feel that this will give our children ample room to grow and develop as individuals. It will also allow our children indoor space for physical activity during inclement weather and a dedicated area for family activities and performances. We also look forward to sitting down to meals as a whole in the cafeteria. The generous playground will give our classes the room to run and play organized games and have fun. We would also be grateful for the plentiful off street parking that Columbus provides.

After speaking with the Alderman of the District, he feels inclined to support the use of Columbus as a childcare center. Also, after speaking with the commercial building inspector and the local fire department, they feel that there would not be an issue with occupancy in the building as is.

In closing, we feel we would continue to use Columbus for its intended purpose: shaping the future of young children.

Thank you for your consideration!

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
DEPARTMENT OF FACILITIES SERVICES
REQUEST FOR PROPOSAL

DATE: August 12, 2011
RFP NUMBER: 4668 – COLUMBUS SCHOOL SALE

GENERAL CONDITIONS

1. The sale of the property is
Contingent on School Board and
Elector approval.

2. KUSD No. 1 reserves the right to reject
any and all proposals if the price(s) is not
found to be acceptable and/or the offer
contains unreasonable or unattainable
conditions.

PROPOSALS WILL BE RECEIVED AT THE
KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
PURCHASING OFFICE
3600 52ND STREET, KENOSHA, WI 53144

DATE DUE: Tuesday, September 20, 2011, 2:00 PM

INDIVIDUAL SIGNING THIS SECTION ACKNOWLEDGES THAT THEY HAVE READ THE KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 REQUEST FOR PROPOSAL # 4668 – COLUMBUS SCHOOL SALE AND CERTIFIES THAT THE NAMED ORGANIZATION AGREES TO AND IS ABLE TO MEET THE REQUIREMENTS AS LISTED IN THIS RFP. INDIVIDUAL SIGNING THIS RFP ALSO CERTIFIES THAT INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE.

ADDRESS: 4837-16th St
Kenosha, WI 53144
PHONE NUMBER: 262-653-1799
PRINT NAME: Ashley Yunker
SIGNED BY: Ashley Yunker
DATE: 9/20/11

WB-15 COMMERCIAL OFFER TO PURCHASE

Page 1 of 5, WB-15

1 **BROKER DRAFTING THIS OFFER ON** 09/20/2011 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) **[STRIKE TWO]**
2 **GENERAL PROVISIONS** The Buyer, AMY 1, LLC
3 offers to purchase the Property known as [Street Address] 6410-25 AVE in the
4 of KENOSHA, County of KENOSHA, Wisconsin, (Insert additional
5 description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:
6 ■ **PURCHASE PRICE:** One Hundred Ten Thousand
7 Dollars (\$ 110,000.00).
8 ■ **EARNEST MONEY** of \$ ----- accompanies this Offer and earnest money of \$ -----
9 will be paid within ----- days of acceptance.
10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of encum-
12 brances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and
13 the following additional items: NONE
14
15 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** **CAUTION: Address rented fixtures or trade fixtures owned by tenants, if**
16 **applicable. NONE**
17 All personal property included in purchase price will be transferred by bill of sale or -----.
18 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate
19 but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
20 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
21 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
22 September 26, 2011. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
23 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
24 to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.
25 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a com-
26 mercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 28 or 30 (if any), for delivery to
27 the Party's delivery address at lines 29 or 31.
28 Seller's recipient for delivery (optional): K.U.S.D.
29 Seller's delivery address: 3600-52ND ST KENOSHA, WI.
30 Buyer's recipient for delivery (optional): AMY 1, LLC
31 Buyer's delivery address: 6603-26 AVE. KENOSHA, WI. 53143
32 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 28 or 30.
33 (3) By fax transmission of the document or written notice to the following telephone number:
34 Buyer: (262) 653-1089 Seller: (-----) -----
35 **LEASED PROPERTY** If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s)
36 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)(oral) **[STRIKE ONE]** lease(s), if any,
37 are N/A
38 **RENTAL WEATHERIZATION** This transaction (is) (is not) **[STRIKE ONE]** exempt from State of Wisconsin Rental Weatherization Standards
39 (Wisconsin Administrative Code, Comm 67). If not exempt, (Buyer) (Seller) **[STRIKE ONE]** will be responsible for compliance, including all costs.
40 If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.
41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or -----
42 no later than December 20, 2011 unless another date or place is agreed to in writing.
43 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-
44 up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs
45 and -----. Any income, taxes or expenses shall accrue to Seller and be prorated through
46 the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known,
47 otherwise on the net general real estate taxes for the preceding year) (-----) **[STRIKE AND COMPLETE AS APPLICABLE]** **CAUTION: If Property has not been fully assessed for**
48 **tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real**
49 **estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.**
50 **PROPERTY CONDITION PROVISIONS**
51 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or
52 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report,
53 dated -----, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference
54 **COMPLETE DATE OR STRIKE AS APPLICABLE** and -----
55 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**
56

57 ■ A "condition affecting the Property or transaction" is defined as follows:

- 58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the
59 present use of the Property;
- 60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;
- 61 (c) completed or pending reassessment of the Property for property tax purposes;
- 62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 63 (e) any land division involving the Property, for which required state or local approvals were not obtained;
- 64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;
- 65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
- 66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
- 67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;
- 69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline
70 and heating oil, which are currently or which were previously located on the Property; **NOTE: The Wisconsin Administrative Code contains**
71 **registration and operation rules for such underground storage tanks.**
- 72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;
- 74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage
77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by
78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total
79 square footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, Property,**
80 **building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.**

81 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are
82 reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and
83 to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are
84 completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property which does not include testing of the
85 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A
87 "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other
88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum
89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
90 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,
91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental
92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the
94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to
97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
98 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;
100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine
101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ-
102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking
103 Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which
104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with
105 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for
106 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an**
107 **"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for**
108 **environmental pollution.**

109 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy
110 of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the
111 Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and
112 restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writ-
113 ing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer
114 shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
115 Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be
116 held in trust for the sole purpose of restoring the Property.

117 ■ **FIXTURES** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be
118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
119 specifically adapted to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the
120 Property. See Lines 11 to 17.

121 ■ **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -
122 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

123 ■ **SPECIAL ASSESSMENTS** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller
124 no later than closing. All other special assessments shall be paid by Buyer. **CAUTION:** Consider a special agreement if area assessments, prop-
125 erty owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for pub-
126 lic improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm
127 sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public
128 facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

Untitled

etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies for investigation of these issues may be added to this Offer. See lines 293 to 298.

FORM OF TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

PROVISION OF MERCHANTABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

TITLE ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove the objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

DELIVERY/RECEIPT Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery/receipt provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)).** Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction.

DATES AND DEADLINES Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the earnest money and have the option to sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

EARNEST MONEY

HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer. **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If the disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

260 PROPERTY ADDRESS: 6410-25TH AVE KENOSHA WI [page 5 of 5, WB- 15]

261 **TIME IS OF THE ESSENCE** "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;
262 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:
263 _____ . If "Time is of the Essence"

264 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply
265 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

266 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
267 days of acceptance: **CHECK THOSE THAT APPLY**

- 268 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
269 ☐ A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with
270 representations made prior to and in this Offer.
271 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
272 to be free and clear of all liens, other than liens to be released prior to or at closing.
273 ☐ Other _____

275 This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final record to be delivered or the dead-
276 line for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall iden-
277 tify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

278 ☐ **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: **CHECK THOSE THAT APPLY**

- 279 ☐ A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see
280 lines 96 to 108), at (Buyer's)(Seller's) expense **STRIKE ONE** , which discloses no defects. A defect is defined as a material violation of
281 environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an
282 underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the
283 Property due to future migration from other properties.

- 284 ☐ A qualified independent inspector of Buyer's choice conducting an inspection of the Property and _____
285 _____ , at (Buyer's)(Seller's) expense **STRIKE ONE** , which discloses no defects.

286 A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that
287 would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would
288 significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

289 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the environmental site
290 assessment/inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment/inspection report(s) to
291 which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before
292 signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

293 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1) THIS IS A CASH OFFER.

298 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

299 **THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING**
300 **THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT**
301 **BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.**

302 This Offer was drafted on 09/20/2011 [date] by [Licensee and firm] _____

303 (X) *Ashley M. Yuenkel* 9/20/11
304 Buyer's Signature ▲ Print Name Here: ASHLEY M. YUENKEL (MEMBER) Social Security No. or FEIN (optional) ▲ Date ▲

305 (X) _____
306 Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN (optional) ▲ Date ▲

307 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See Lines 236 - 259)

308 _____ Broker (By) _____

309 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
310 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
311 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

312 (X) _____
313 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN (optional) ▲ Date ▲

314 (X) _____
315 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN (optional) ▲ Date ▲

316 This Offer was presented to Seller by _____ on _____ , _____ , at _____ a.m./p.m.

317 **THIS OFFER IS REJECTED** _____ **THIS OFFER IS COUNTERED** [See attached counter] _____

318 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

October 25, 2011

5512 GREEN BAY ROAD PROPERTY SALE

Background:

One of the infrastructure improvements for the Indian Trail addition/renovation project was the construction of a new east-west public street. The construction of 56th Street required the acquisition of additional property so that the street can be extended to 64th Avenue. It was decided when the project was first considered that KUSD would use the services of the City of Kenosha to acquire the property and construct the road and associated improvements using funding from the referendum.

The existing Indian Trail property contained most of the land needed to construct 56th Street; however one additional strip of land was needed. An agreement was developed that authorized the City to purchase the land needed for the road construction with KUSD reimbursing the City for its services to acquire the property including the purchase price of the property. That agreement was approved by the School Board at their September 23, 2008 regular meeting.

Shortly after KUSD and the City approved the agreement, the parcel needed for the road and an adjoining parcel which included a home and other improvements was foreclosed on by the lending institution from the previous owner. The lending institution immediately placed both parcels on the market and listed them as one property priced to sell quickly at a property auction. In order to ensure that we obtained the parcel needed for the road, the City purchased the property for the asking price. The total price for the property and associated fees, including the City's time in acquiring the property was \$136,482. This amount was built into the Indian Trail project budget.

The City performed the survey work and processed all of the forms to split the property into two separate parcels, so that KUSD could the eastern portion that was not needed for 56th Street (the area highlighted in yellow on the attached aerial picture). Elector approval to both purchase and sell the property was obtained at the Annual Meeting on September 14, 2009, and Board approval was obtained on September 22, 2009.

A Request for Proposal (RFP) was developed and issued to interested buyers, several local real estate agents, and also posted on the KUSD website. Proposals were due on September 20, 2011. We received one valid offer from PL Ruffolo, LLC for \$50,000, a copy of that offer is attached to this report. The offer contains only one contingency and that is for an inspection of the home. The offer is less than the market analysis we performed on the building which was approximately \$70,000; however it is exactly the amount estimated that we could sell it for based on the current market conditions

without putting any additional money into the home. Therefore, Administration considers this offer to be acceptable in terms of price and other conditions and recommends that the district proceed with the sale of the property to PL Ruffolo, LLC.

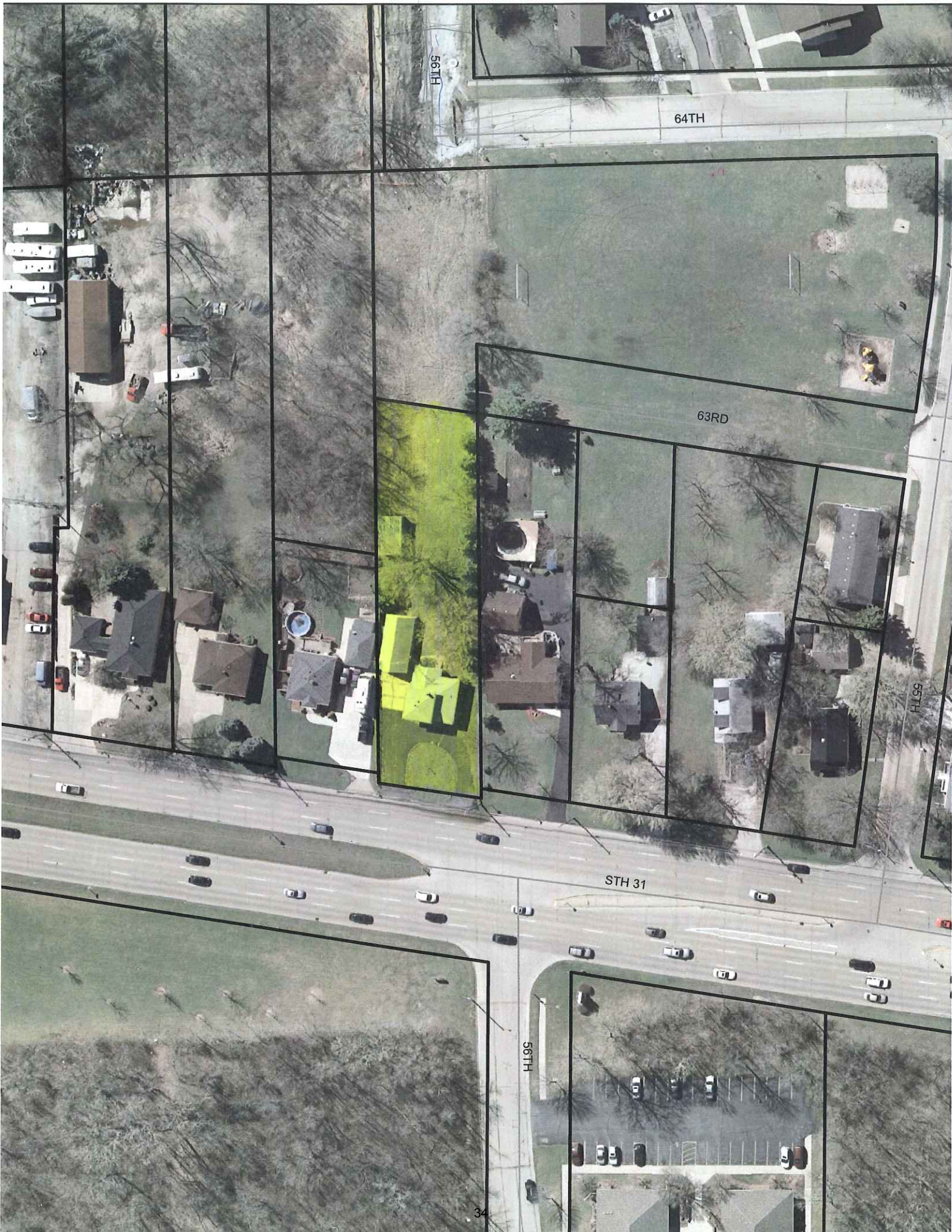
This report was reviewed by the Planning, Facilities and Equipment Committee at its October 11, 2011 meeting, and the Committee unanimously recommended that the report be forwarded to the full Board for consideration.

Administration Recommendation:

Administration recommends Board approval of the sale of the property located at 5512 Green Bay Road as described in this report.

Dr. Michele Hancock
Superintendent of Schools

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



Received
11:38 AM
09/20/11
JF

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
DEPARTMENT OF FACILITIES SERVICES
REQUEST FOR PROPOSAL

DATE: August 12, 2011

RFP NUMBER: 4669 - 5512 GREEN BAY ROAD PROPERTY SALE

GENERAL CONDITIONS

1. Sale of the property is contingent on the approval of the KUSD School Board.

2. KUSD No. 1 reserves the right to reject any and all proposals if the price(s) is not found to be acceptable and/or the offer contains unreasonable or unattainable conditions.

PROPOSALS WILL BE RECEIVED AT THE
KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
PURCHASING OFFICE
3600 52ND STREET, KENOSHA, WI 53144

DATE DUE: Tuesday, September 20, 2011, 2:00 PM

INDIVIDUAL SIGNING THIS SECTION ACKNOWLEDGES THAT THEY HAVE READ THE KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 REQUEST FOR PROPOSAL # 4669 - 5512 GREEN BAY ROAD PROPERTY SALE AND CERTIFIES THAT THE NAMED ORGANIZATION AGREES TO AND IS ABLE TO MEET THE REQUIREMENTS AS LISTED IN THIS RFP. INDIVIDUAL SIGNING THIS RFP ALSO CERTIFIES THAT INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE.

ADDRESS: 2516 28 Ave
Kenosha WI 53140

PHONE NUMBER: 262-515-4601

PRINT NAME: Ph Ruffolo, LLC

SIGNED BY: [Signature]

DATE: 9-20-11

410 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____
414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**
420 **as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within 7 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**

437 Seller agrees to pay Bear Realty \$2,000 commission in behalf of buyer agency.

443 This Offer was drafted by [Licensee and Firm] Anthony DeBartolo
444 Bear Realty on September 20, 2011

445 (x) [Signature] 09-20-11
446 Buyer's Signature ▲ Print Name Here ▶ PL Ruffolo, LLC Date ▲

447 (x) _____
448 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**

455 (x) _____
456 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

457 (x) _____
458 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____
460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 20, 2011 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, PL Ruffolo, LLC
4 , offers to purchase the Property known as [Street Address] 5512 Green Bay Road
5 in the City
6 of Kenosha, County of Kenosha Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Fifty Thousand
9 Dollars (\$ 50,000.00).

10 ■ EARNEST MONEY of \$ accompanies this Offer and earnest money of \$ 1,000.00
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or
12 .

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: NONE
16 .

17 ■ NOT INCLUDED IN PURCHASE PRICE: NONE
18 .

19 CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.

21 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.

25 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before September 30, 2011. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.

30 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): KUSD

39 Buyer's recipient for delivery (optional): Bear Realty c/o Anthony J. DeBartolo

40 ☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:

41 Seller: () Buyer: ()

42 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.

45 ☐ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller:

48 Delivery address for Buyer:

49 ☒ (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): rhofer@kUSD.edu

54 E-Mail address for Buyer (optional): tony@bearrealty.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFINITIONS

62 ■ **ACTUAL RECEIPT**: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION**: "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
- 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.

- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than October 31, 2011
117 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association
120 assessments, fuel and _____.

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
124 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)
127 ☐ Current assessment times current mill rate (current means as of the date of closing)
128 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
130 ☐ _____.

131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**
135 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) **STRIKE ONE** lease(s), if any, are _____
143 _____ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
153 contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
163 _____

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
166 _____
167 _____
168 _____
169 _____
170 _____
171 _____
172 _____

DEFINITIONS CONTINUED FROM PAGE 2

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 165-172 or 435-442 or in an addendum attached per line 434.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **[n/a] CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 **[n/a] SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **[TIME IS OF THE ESSENCE]** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **[STRIKE AS APPLICABLE]** and all other dates and Deadlines in this
320 Offer except: _____
321

322 _____ . If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **[TITLE EVIDENCE]**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____
332
333

334
335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
339 **improvements to Property or a use other than the current use.**

340 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **[STRIKE ONE]** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
 361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
 362 Buyer.

363 **CAUTION:** Consider a special agreement if area assessments, property owner's association assessments, special
 364 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
 365 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
 366 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
 367 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
 368 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 372 otherwise disbursed as provided in the Offer.

373 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
 374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
 375 disbursement agreement.

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

403 **NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the
 404 test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other
 405 material terms of the contingency.

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 409 to the Wisconsin Department of Natural Resources.



TONY DEBARTOLO, CCIM
PRESIDENT

4011 80TH STREET
KENOSHA, WI 53142

OFFICE: (262) 842-0550
MOBILE: (262) 818-8669
FAX: (262) 842-0552

TONY@BEARREALTY.COM



WWW.BEARREALTY.COM

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

October 25, 2011

ELIMINATION OF ENERGY REBATES

Background:

The operational energy program just finished its seventh and most successful year. It began in response to a proposal by an outside company to implement an operational energy savings program for KUSD in exchange for a significant fee. This firm was hired by a number of districts in Wisconsin, but KUSD determined that we could implement this program in-house and realize all of the savings without paying a consultant. It was decided that the savings generated would be shared three ways:

- 50% of the savings would go back to the general fund
- 25% would be used to implement energy saving projects at district facilities
- 25% would be given to the schools based on how well the school did in the program.

The operational energy savings program has been extremely successful and helped KUSD get our energy costs under control. The table below summarizes the savings over the past seven years. We have saved almost \$3.9M of the seven years just from this program alone.

Operational Energy Savings Program History

Year	Electricity Saved (KWh)	Gas Saved (Therms)	Dollars Saved
2004-05	2,565,226	55,614	\$188,985
2005-06	3,869,932	152,279	\$411,517
2006-07	4,281,640	185,610	\$461,061
2007-08	4,798,630	302,582	\$631,071
2008-09	5,271,423	300,884	\$682,768
2009-10	5,506,862	308,919	\$686,251
2010-11	5,925,677	439,790	\$813,413
Total	32,219,390	1,745,678	\$3,875,306

Individual School Rebates:

At the September 13, 2011 Planning, Facilities and Equipment Committee meeting, we provided a table showing the individual rebates that each school would receive as part

of their 2011-12 budget. The rebates were determined based on the savings generated versus the base year along with a comparison versus the previous year and 5-year average. We also incorporated a scorecard system for each school using the results of our building walkthroughs. It was discussed at the meeting that in light of the budget challenges that this would be the last year of rebates to the schools. Upon further consideration based on the significant financial issues that KUSD is facing, Administration is recommending that the rebates from last year's program are not issued to the schools. It is difficult to make this change after previously announcing the rebates; however, understanding that more cuts still need to be made it is felt that eliminating something that has not already been added to any individual budget is easier than cutting something that already has.

The energy savings projects have already been implemented or are in the process of being implemented so those funds will still be reinvested in the schools. It is our intent to continue investing in energy saving projects in future years and we are currently working on a plan for funding them. This plan will be a part of the budget process for the 2012-13 fiscal year.

This report was reviewed by the Planning, Facilities and Equipment Committee at its October 11, 2011 meeting, and the Committee unanimously recommended that the report be forwarded to the full Board for consideration.

Administration Recommendation:

In light of the financial issues that the District is facing, Administration recommends Board approval to eliminate the financial rebates given to schools for active participation in the operational energy savings program

Dr. Michele Hancock
Superintendent of Schools

Ms. Tina M. Schmitz
Director of Finance

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

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
October 25, 2011
OFFICIAL THIRD FRIDAY ENROLLMENT REPORT
(School Year 2011-12)

OVERVIEW

Annually, Administration provides the Kenosha Unified School Board with the District's *Official Third Friday Enrollment Report*. The data contained in this report are also reported to the Wisconsin Department of Public Instruction (DPI) in its designated format. The School Board should note that this report contains only *enrollment* data and does not contain student membership data that are used to develop revenue projections and budgetary planning documents.

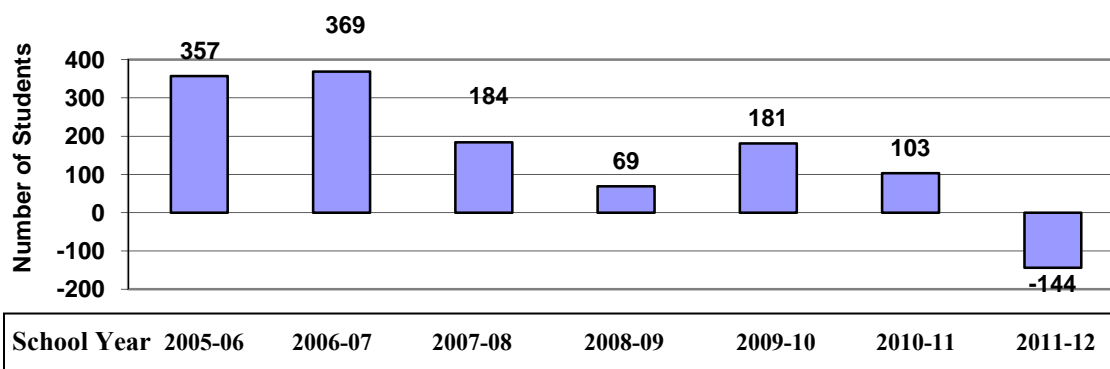
GENERAL FINDINGS

1. District-wide, enrollment decreased from 23,122 students in SY 2010-11 to 22,978 students in SY 2011-12. With the exception of SY 2011-12, the decrease of -144 students this year was significantly lower than yearly increases in student enrollment (average of +160 students) the District had been experiencing the past seven years. The District's enrollment for the past seven (7) years is shown below.

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
KUSD Enrollment	22,216	22,585	22,769	22,838	23,019	23,122	22,978

2. The following chart illustrates the changes in overall student enrollment for school years 2005-06 to 2011-12.

Changes in Student Enrollment



3. There was a decrease of 65 students at the regular elementary schools, an increase of 146 students at the regular middle schools, and a decrease of 209 students at the regular high schools. The decrease at the high school level was primarily the result of a lower number of students in grades 9 and 11.
4. The total enrollment for the Special Schools, which included all charter schools, Chavez Learning Station, Kenosha 4 Year Old Kindergarten (off site centers),

Hillcrest, Kenosha Successful Transitions for Exceptional Students (STEP) and the Phoenix Project, reported a decrease in enrollment of 16 students.

5. The following special schools reported increases in enrollment when compared to last year: Brompton Academy (+3 students), Kenosha 4 Year Old Kindergarten (+20 students), Dimensions of Learning (+7 students), KTEC (+13 students), Paideia Academy (+5 students), Hillcrest (+21 students), Phoenix Project (+7 students), Kenosha STEP (+27 students – new school) and Harborside Academy (+14 students).
6. Kindergarten, and grades 1, 3, 7, 8, 10, 12 exhibited the greatest increases in enrollment when compared to the previous year, with +9, +27, +75, +50, +107, +12 and +103 students, respectively.
7. Pre-kindergarten, grades 2, 4, 6, 9, and 11 reported the greatest decreases in enrollment when compared to the previous year, with -87, -61, -115, -5, -119 and -140 students, respectively.
8. The average class size for students in Kindergarten through grade 5 increased by +4.7 students, from 19.8 to 24.5 students. The average kindergarten class size increased, from 17.6 to 22.1 students (+4.5). The average class size for students in grades 1 through 3 increased from 18.9 students to 24.3 students (+5.4), and the average class size for students in grades 4 and 5 increased from 22.7 to 26.0 students (+3.3).
9. Middle schools reported an average class size of 25.9 students for the overall academic area, an increase of +1.4 when compared to last year's average of 24.5. The overall elective average class size increased to 24.4 from 23.1 in SY 2010-11 or a net increase of +1.3. An increase of +2.6 students was observed in the overall activities class average size, from 27.4 to 30.0 students.
10. The average class size in the overall academic areas at the high schools increased from 23.3 to 24.9 students (+1.6). The overall elective area class size decreased from 21.8 to 21.5 or a net decrease of -0.3. The average class size in the overall activities area increased from 36.7 to 36.9 students (+0.2).
11. Elementary schools with the largest increase in student enrollment included Bose, Edward Bain School of Language and Art (EBSOLA), Frank, Grewenow, McKinley, Pleasant Prairie, Roosevelt, and Somers, with gains of +25, +70, +28, +47, +83, +49, +69, and +28 students, respectively. Some of the gains at Grewenow, Frank, McKinley, and Roosevelt were due to the displacement of students from Columbus Elementary School which closed at the end of School Year 2010-11.
12. For the middle schools, enrollment increased at Bullen, Lincoln, Mahone and McKinley, Paideia, and Washington with +28, +8, +80, +38, +5, and +5 additional students, respectively. Lance reported a decrease in enrollment, with -13 students for this reporting period.
13. Bradford and Tremper High Schools experienced decreases in student enrollment, with -283 and -217 students, respectively. Indian Trail High School and Academy reported an increase of +269 students. The decreases at Bradford and Tremper, and the increase at Indian Trail were, in part, a result of the expansion of the Indian Trail Comprehensive High School to 10th graders. Additionally, Kenosha STEP is a new program to the District and has +27 students reported under its location.

14. The number of Bilingual students increased to 212 students this reporting period, compared to 199 students last year. However, the number of ESL students also increased from 1,851 to 1,869 students. *Please note that the Bilingual category includes only those students who are enrolled in the Dual Language Program at EBSOLA or Bullen and are **not** English proficient. All other students who are not English proficient are identified as ESL.*
15. The enrollment for “students with disabilities” (*as defined by NCLB-No Child Left Behind*) and *IDEA-Individuals with Disabilities Act*) is now 2,957 students (both Special Education and Self-Contained), a net increase of +3 students from the last reporting period.
16. Overall, the percent of enrollment represented by Hispanic students continues to increase each year, while the percent represented by White students continues to decrease. The enrollment distribution for Asian and American Indian/Alaska Native students remains comparatively constant. In SY 2009-10, ethnic categories were expanded by the U.S. Department of Education/Wisconsin Department of Public Instruction to include “Hawaiian/Pacific Islander” and “Two or more Races”; therefore, reviewers of this report should be cautious when comparing SY 2009-10, 2010-11 and 2011-12 to prior years. It is also important to note, in SY 2010-11, student enrollment applications were *updated* to reflect the new categories, which resulted in a substantial increase in the “Two or More Races” category. The chart below reports the changes in the distribution of each ethnic category for the past six years.

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Asian	394 (1.7%)	435 (1.9%)	403 (1.8%)	439 (1.9%)	384 (1.7%)	382 (1.7%)
African American	3,620 (16.0%)	3,710 (16.3%)	3,810 (16.7%)	3,828 (16.6%)	3,636 (15.7%)	3,599 (15.7%)
Hispanic or Latino	3,994 (17.7%)	4,315 (19.0%)	4,519 (19.8%)	4,843 (21.0%)	5,202 (22.5%)	5,347 (23.3%)
American Indian or Alaska Native	86 (0.4%)	95 (0.4%)	106 (0.5%)	101 (0.4%)	78 (0.3%)	63 (0.3%)
White	14,491 (64.2%)	14,214 (62.4%)	14,000 (61.3%)	13,772 (59.8%)	13,277 (57.4%)	12,933 (56.3%)
Hawaiian/Pacific Islander				6 ($< .1\%$)	15 (0.1%)	20 (0.1%)
Two or More Races				30 (0.1%)	530 (2.3%)	634 (2.8%)
DISTRICT	22,585	22,769	22,838	23,019	23,122	22,978

NOTE: In 2009-10, ethnic categories were expanded by U.S. Department of Education and the Wisconsin Department of Public Instruction to include “Hawaiian/Pacific Islander” and “Two or More Races”

The following sections are included in the Appendices:

APPENDIX 1 – Official Enrollment School Year 2011-12

- District enrollment by grade span
- District enrollment by grade level
- Average class sizes for elementary, middle, and high school programs
- Total enrollment by school

Historical information is also included from the five (5) prior school years, beginning with school year 2006-07.

APPENDIX 2 – Total Enrollment by School

- Enrollment by building, category, and grade level, grouped by Elementary, Middle, High, and Special Schools
- Summary recapitulation by category and grade span, with five (5) years of data

APPENDIX 3 – Class Size Averages by School

- Average class sizes by school and program, grouped by Elementary, Middle, High, and Special Schools
- Summary of average class sizes by grade span and program, with six (6) years of data

Administrative Recommendations

At its October 11, 2011 meeting, the School Board Personnel and Policy Standing Committee reviewed and accepted the 2011-12 Official Third Friday Enrollment Report and recommended that it be forwarded to the full School Board for review and acceptance. Administration recommends that the School Board review and accept the 2011-12 Official Third Friday Enrollment Report. The Office of Educational Accountability will continue to monitor enrollment and submit the 2012-13 Official Third Friday Enrollment Report to the School Board Personnel and Policy Standing Committee in October of 2012.

Dr. Michele Hancock
Superintendent of Schools

Mr. Anderson Lattimore
Assistant Superintendent of
Educational Accountability

Ms. Renee Blise
Senior Research Analyst

Ms. Lorien Thomas
Research Analyst

LINK TO COMPLETE REPORT WITH APPENDICES

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

October 25, 2011

EMPLOYEE COMPLAINT (GRIEVANCE) PROCEDURE

The Wisconsin State Budget Repair Bill, also known as Act 10, requires a school district (or other local governmental unit) that does not have a civil service system to create and adopt an employee grievance policy not later than October 1, 2011. Although the District currently has a collective bargaining agreement in place, Sec. 60.0509(1m) Wis. Stats., mandates that a grievance policy be initiated to address concerns brought forward by all non-represented groups (Administrative, Supervisory and Technical as well as Miscellaneous Employees are currently non-represented). For represented groups (teachers, educational assistants, service employees, secretaries, interpreters and substitute teachers), **this policy will be implemented upon expiration of the collective bargaining agreement.**

Any grievance procedure under this law must contain at least all of the following provisions: (a) a grievance procedure that addresses employee terminations; (b) employee discipline; and (c) workplace safety. The procedure must contain at least all of the following elements: a written document specifying the process that a grievant and an employer must follow; a hearing before an impartial hearing officer; and an appeal process in which the highest level of appeal is the governing body of the local governmental unit (Board of Education).

Recommendation:

At its October 11, 2011 meeting, the Personnel/Policy Committee voted to forward the proposed Employee Complaint (Grievance) Procedure to the School Board for a simultaneous first and second reading. Administration recommends that the School Board approve Policy 4271 - Employee Complaint (Grievance) Procedure as a first and second reading at its October 25, 2011 meeting with the understanding that the policy will be finalized to include legal references and cross references prior to distribution and posting on the KUSD Website.

Dr. Michele Hancock
Superintendent of Schools

Sheronda Glass
Assistant Superintendent of Business

Teresa Osborne-Short
Director of Human Resources

POLICY 4271

EMPLOYEE COMPLAINT (GRIEVANCE) PROCEDURE

Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues.

1. Definitions.

- A. “Days” as used in this policy is defined as any day that the District’s Business Office is open.
- B. “Employee Termination” as used in this policy section, shall not include the following:
- Layoffs.
 - Workforce reduction activities:
 - Voluntary termination including, without limitation, quitting or resignation:
 - Job abandonment:
 - End of employment due to disability, lack of qualification or licensure or other inability to perform job duties:
 - Retirement: or
 - Any other cessation of employment not involving involuntary termination.
- C. “Employee discipline” as used in this policy shall include any employment action that results in disciplinary action, which typically involves any four (4) steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment.
- “Employee discipline,” as used in this policy, shall not include the following:
- Plans of correction or performance improvement;
 - Performance evaluations or reviews;
 - Documentation of employee acts and/or omissions in an employment file;
 - Administrative suspension with pay pending investigation of alleged misconduct or nonperformance;
 - Non-disciplinary wage, benefit or salary adjustments;
 - Other non-material employment actions;
 - Counseling meetings or discussions or other pre-disciplinary action; or
 - Demotion for reasons other than discipline, transfer or change in assignment.
 -
- D. The term “workplace safety” as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

POLICY 4271
EMPLOYEE COMPLAINT (GRIEVANCE) PROCEDURE
PAGE 2

2. Time Limits.

Unless mutually agreed to in writing by the Employee and the District in advance of the expiration of the timeline, the timelines provided in this policy must be strictly adhered to. Failure of the Employee to comply with the timelines will be deemed a waiver of the processing of the grievance and the grievance will be denied. The Employee may advance a grievance to the next step of the process if a response is not provided within the designated timeframes. The Director of Human Resources may advance a grievance to the next step at the request of either the employee or the employee's supervisor.

3. Procedure.

A. Informal Grievance Resolution: The employee must discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five (5) days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.

B. Formal Grievance Submission: The employee must file a written grievance with the District Superintendent (or designee) within ten (10) days of termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The written grievance must contain:

- Name of Grievant;
- A statement of the pertinent facts surrounding the nature of the grievance;
- The date the alleged incident occurred;
- The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable;
- The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and
- The specific requested remedy.

C. Administrative Response: The Director of Personnel/Human Resources (or designee) will meet with the grievant within ten (10) days of receipt of the written grievance. The Administration will provide a written response within ten (10) days of the meeting. The Administration's written response to the grievance must contain:

- A statement of the date the meeting between the Administration and grievant was held;

POLICY 4271
EMPLOYEE COMPLAINT (GRIEVANCE) PROCEDURE
PAGE 3

- A decision as to whether the grievance is sustained or denied; and
- In the event the grievance is denied, a statement outlining the timeline to appeal the denial.

D. Impartial Hearing: The grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the District Superintendent within five (5) days of the issuance of the Administrative Response. Depending on the issues involved, the hearing officer will determine whether a hearing is necessary unless a hearing is required under the procedures established by the district in a different applicable policy. The Administration will work with the Impartial Hearing Officer and grievant to schedule a mutually agreeable hearing date should one be needed. If it is determined that no hearing is necessary, the matter will be decided based on the submission of written documents.

The Administration shall select the Impartial Hearing Office (IHO). The IHO shall not be an employee of the district. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the district.

Standard of Review: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the district. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration.

Impartial Hearing Officer Response: The Impartial Hearing Officer shall file a written response within thirty (30) days of the hearing date or the date of the submission of written documents.

The Impartial Hearing Officer's written response to the grievance must contain:

- A statement of the pertinent facts surrounding the nature of the grievance.
- A decision as to whether the grievance is sustained or denied, with the rationale for the decision.
- A statement outlining the timeline to appeal the decision to the School Board.
- The IHO must sustain or deny the decision of the Administration. The IHO has no authority to modify the Administration's decision and may not grant in whole or in part the specific request of the grievant.

E. Review by the School Board: The non-prevailing party may file a written request for review of the IHO's decision by the School Board within ten (10) days of receipt of the Impartial Hearing Officer Response.

POLICY 4271
EMPLOYEE COMPLAINT (GRIEVANCE) PROCEDURE
PAGE 4

Normally the School Board shall not take additional testimony or evidence; it may only decide whether the IHO reached an arbitrary or capricious decision based on the information presented to the IHO. The School Board will review the record and make a decision. A Written decision will be made within thirty (30) days of the filing of the appeal.

The School Board's written decision regarding the grievance must contain:

- A decision as to whether the grievance is sustained, denied or modified.

The School Board shall decide the matter by a majority vote and the decision of the School Board is final and binding and is not subject to further review.

F. General Requirements:

- Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
- Granting the requested or agreed upon remedy at any step in the process resolves the grievance

LEGAL REF.: Wisconsin Statutes

CROSS REF.:

AFFIRMED:

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Kenosha Unified School District No. 1
Kenosha, Wisconsin

October 25, 2011

Change in the Fiscal Year 2010-11 Adopted Budget

The Board of Education adopted the 2010-2011 budget on November 1, 2010, as prescribed by Wisconsin State Statute 65.90. From time to time there is a need to modify or amend the adopted budget for a variety of reasons, including changes in individual program budgets. State Statute requires that any modifications to the adopted budget require the approval by two-thirds (2/3) majority of the Board of Education and publication of a Class 1 notice within ten (10) days of Board approval. This document identifies proposed budget modifications to the 2010-2011 Budget.

Attached is a copy of the Notice of Change in Adopted Budget in the proper State approved format that will need to be published in the Kenosha News after the Board has approved these budget modifications. Below is a delineation of the actual budget modifications.

The following modifications have been previously shared with the Board of Education through approval of grants and their carry over:

Fund 10 Revenue

Increase in Common School Library Funds	\$92,255.00
Increase in Title I-D Delinquent Grant due to carry over	\$284.00
Increase in Title I-A Grant due to carry over	\$551,461.00
Increase in Title I-A Supplemental Grant due to new award	\$70,000.00
Increase in Even Start Grant due to adjusted award	\$10,000.00
Decrease in SAGE grant due to change in per pupil amounts from DPI	(\$121,133.00)
Reclassification of Movin' and Munchin' Mini Grant	(\$500.00)
Increase in IDEA (Flow Through) Grant Indirect Costs due to carry over and adjustments	\$6,280.00
Increase in IDEA (CEIS) Grant Indirect Costs due to carry over and adjustments	\$69,509.00
Increase in IDEA (Pre-School) Grant Indirect Costs due to carry over and adjustments	\$1,817.00
Increase in Carl Perkins Grant due to adjusted award	\$22,256.00
Increase in Mentoring for Initial Educator Grant due to new award	\$6,750.00
Increase in Safe & Supportive Schools Grant due to new award	\$100,000.00
Decrease in Youth Apprenticeship Grant due to adjusted award	(\$17,862.75)
Increase in AIMS Program Grant due to new award	\$73,778.03
Increase in EFK Grants and Donations due to new awards	\$42,098.41
Increase in Mini-Grants due to new awards	\$195,449.50
Increase in Project Lead the Way Grant due to new award	\$5,416.14
Increase in ARRA-IDEA Grant Indirect Costs due to adjustments	\$2,975.00
Increase in ARRA-IDEA (Pre-School) Grant Indirect Costs due to adjustments	\$45.00
Fund 10 Net Revenue Change	<u><u>\$1,110,878.33</u></u>

Fund 10 Expenditure

Increase in Common School Library Funds	\$92,255.00
Increase in Title I-D Delinquent Grant due to carry over	\$284.00
Increase in Title I-A Grant due to carry over	\$551,461.00
Increase in Title I-A Supplemental Grant due to new award	\$70,000.00
Increase in Even Start Grant due to adjusted award	\$10,000.00
Decrease in SAGE grant due to change in per pupil amounts from DPI	(\$121,133.00)
Increase in IDEA (Flow Through) Grant Indirect Costs due to carry over and adjustments	\$6,280.00
Increase in IDEA (CEIS) Grant Indirect Costs due to carry over and adjustments	\$69,509.00
Increase in IDEA (Pre-School) Grant Indirect Costs due to carry over and adjustments	\$1,817.00
Increase in Carl Perkins Grant due to adjusted award	\$22,256.00
Increase in Mentoring for Initial Educator Grant due to new award	\$6,750.00
Increase in Safe & Supportive Schools Grant due to new award	\$100,000.00
Decrease in Youth Apprenticeship Grant due to adjusted award	(\$17,862.75)
Increase in AIMS Program Grant due to new award	\$73,778.03
Increase in EFK Grants and Donations due to new awards	\$42,098.41
Increase in Mini-Grants due to new awards	\$194,949.50
Increase in Project Lead the Way Grant due to new award	\$5,416.14
Increase in ARRA-IDEA Grant Indirect Costs due to adjustments	\$2,975.00
Increase in ARRA-IDEA (Pre-School) Grant Indirect Costs due to adjustments	\$45.00

Fund 10 Net Expenditure Change**\$1,110,878.33****Fund 27 Revenue**

Increase in IDEA (Flow Through) Grant due to carry over and adjustments	\$207,605.00
Increase in IDEA (Pre-School) Grant due to carry over and adjustments	\$59,571.00
Increase in ARRA-IDEA Grant due to adjustments	\$83,471.00
Increase in ARRA-IDEA (Pre-School) Grant due to adjustments	\$10,221.00

Fund 27 Net Revenue Change**\$360,868.00****Fund 27 Expenditure**

Increase in IDEA (Flow Through) Grant due to carry over and adjustments	\$207,605.00
Increase in IDEA (Pre-School) Grant due to carry over and adjustments	\$59,571.00
Increase in ARRA-IDEA Grant due to adjustments	\$83,471.00
Increase in ARRA-IDEA (Pre-School) Grant due to adjustments	\$10,221.00

Fund 27 Net Expenditure Change**\$360,868.00****Fund 30 Revenue**

Increase in Debt Services Revenues due to refinancing and adjustments	\$10,290,772.00
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Fund 30 Net Revenue Change**\$10,290,772.00****Fund 30 Expenditure**

Increase in Debt Services Expenditures due to refinancing and adjustments	\$9,789,012.88
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Fund 30 Net Expenditure Change**\$9,789,012.88****Fund 50 Expenditure**

Increase in Breakfast Supervisor costs due to new programs	\$2,029.00
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Fund 50 Net Expenditure Change**\$2,029.00**

The majority of the required changes are the result of notifications of carry over funds determined to be available for various grants after the budget was formally adopted in October. Other Grant awards (i.e. Ed Foundation, Mini-Grants) were also received after the adoption of the budget. These Grant awards conform to existing board policy.

Higher numbers of free and reduced lunch students throughout the State led to a pro-rating of the SAGE per pupil amount from \$2,250 per child to \$1,998.79. This trend may also continue to negatively impact the actual SAGE funding received by Districts in the future. Please note that KUSD has elected to no longer participate in the SAGE program starting 2011-2012.

Since State Statutes authorize the budget be adopted by function, Administration also requests approval of additional budget modifications that do not add dollars to the budget, but change functions (primarily the first two digits of the function). These budget modifications include:

- Transfer budgets and expenditures from one salary account to another salary account resulting from a review of position control. Reclassifying the salary and benefit dollars from one account to another does not change the overall amount of the District budget.
- Transfer discretionary line item budget dollars from one budget account to another as a result of ongoing review and monitoring of budgets. Reclassifying budget dollars from one account to another account does not change the overall amount of the Grant or District budget.
- Transfer Grant budgets to the appropriate function or object based on formal DPI Grant Modifications. Since the budget was formally adopted, some Grant Managers have requested that expenditure budget dollars be reassigned to the function or object where the dollars would be expended. The grant budgets have now been revised and the resulting modifications may have changed the function or object of the expenditures, but they did not change the awarded amount of the grant.

The Audit, Budget & Finance Committee reviewed the 2010-2011 Budget Modifications at the October 11th committee meeting and unanimously approved forwarding this recommendation to the full Board of Education for approval.

Recommendation

Administration recommends that the Board of Education review and approve the 2010-2011 budget modifications as described herein and that the attached Class 1 notice be published within ten (10) days of the official Board Adoption.

Dr. Michele Hancock
Superintendent of Schools

Sheronda Glass
Assistant Superintendent of Business Services

Tina Schmitz
Director of Finance

Tarik Hamdan
Financial & Budget Analyst

NOTICE OF CHANGE IN ADOPTED BUDGET KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

Notice is hereby given, in accordance with the provisions of Wisconsin Statute 65.90(5)(a), that the School Board of Kenosha Unified School District No.1, on October 25, 2011 adopted the following changes to previously approved budgeted 2010-2011 amounts.

LINE ITEM	ACCOUNT CODE	PREVIOUS APPROVED AMOUNT \$	AMENDED APPROVED AMOUNT \$	CHANGE \$
Fund 10 - General				
Anticipated Revenue:	Source			
Operating Transfer	100	0	0	0
Local Sources	200	82,613,895	82,665,228	51,333
Other School Districts within Wisconsin	300 & 400	306,000	306,000	0
Intermediate Sources	500	84,500	81,517	(2,983)
State Sources	600	154,217,122	154,213,513	(3,609)
Federal Sources	700	15,754,442	16,662,847	908,405
Other Financing Sources	800 & 900	0	157,732	157,732
Total Anticipated Revenue		252,975,959	254,086,837	1,110,878
Expenditure Appropriations:	Function			
Instruction	100000	142,568,254	142,274,218	(294,036)
Support Services	200000	80,088,440	80,993,354	904,914
Non-Program Transactions	400000	30,319,265	30,819,265	500,000
Total Expenditure Appropriations		252,975,959	254,086,837	1,110,878
Beginning Fund Balance	930000	23,633,695	23,633,695	0
Ending Fund Balance	930000	23,633,695	23,633,695	0
Fund 20 - Special Projects				
Beginning Fund Balance		0	0	0
Ending Fund Balance		0	0	0
Total Revenues & Other Financing Sources	Total	48,958,179	49,319,047	360,868
Expenditures & Other Financing Use	Total	48,958,179	49,319,047	360,868
Fund 30 - Debt Service				
Beginning Fund Balance		1,161,315	1,161,315	0
Ending Fund Balance		258,914	760,673	501,759
Total Revenues & Other Financing Sources	Total	14,827,272	25,118,044	10,290,772
Expenditures & Other Financing Use	Total	15,729,673	25,518,686	9,789,013
Fund 40 - Capital Projects				
Beginning Fund Balance		20,571,141	20,571,141	0
Ending Fund Balance		2,737,450	2,737,450	0
Total Revenues & Other Financing Sources	Total	35,000	35,000	0
Expenditures & Other Financing Use	Total	17,868,691	17,868,691	0
Fund 50 - Food Service				
Beginning Fund Balance		354,952	354,952	0
Ending Fund Balance		337,603	335,574	(2,029)
Total Revenues & Other Financing Sources	Total	7,301,211	7,301,211	0
Expenditures & Other Financing Use	Total	7,318,560	7,320,589	2,029
Fund 80 - Community Service				
Beginning Fund Balance		750,466	750,466	0
Ending Fund Balance		625,073	625,073	0
Total Revenues & Other Financing Sources	Total	2,105,965	2,105,965	0
Expenditures & Other Financing Use	Total	2,231,358	2,231,358	0

Dated this 25th day of October 2011
Pamela Stevens, District Clerk

Kenosha Unified School District No. 1
Kenosha, Wisconsin

October 25, 2011

2010-2011 Budget Carryovers to the 2011-2012 Budget

An integral part of the budget development process is the disposition of unspent budget dollars at the end of the fiscal year. Historically, Kenosha Unified School District (KUSD) has prohibited the carryover of any administrative budget dollars to the next fiscal year. Starting in the 2002-2003 budget year, the Board approved the elimination of all discretionary carryover dollars from site budgets.

Normally as a result of the outstanding purchase orders that were encumbered and not fully expended as of June 30, 2011, there would be requests to carry dollars over to the next budget year. As a result of a tremendous District-wide effort this past June, no encumbrance carryovers are being requested this year.

There are several additional items that are potentially carried over from year to year. Administration is requesting to carryover the following to the 2011-2012 fiscal year. Some of these have been previously been reviewed or approved by the Board or a Committee.

Charter School Carryover	\$1,436,514
Donation and Mini-Grant Carryover	\$ 70,385
Capital Bank Projects	\$ 10,000
	<u><u>\$1,516,899</u></u>

Attachment A delineates all of the requested carryover amounts by school or department. Column 3 is the requested carryover of unspent donations and mini-grants by school or department. Column 4 delineates the other requested carryovers, comprised of charter school carryover and capital banking.

Charter Schools

The Charter Schools are allowed carryover of any unspent General Fund dollars, as stipulated in their individual contracts with the District. This is necessitated due to the unique funding of the school, the responsibility they have for their entire school budget, and their responsibility for future major maintenance issues or technology replacement not funded by the District.

Donations to Sites

During the 2010-2011 school year, several schools received cash donations or mini-grants from outside organizations, most notably from the Education Foundation of Kenosha. Not all of the donated funds were completely expended by the end of the school year; therefore the schools have requested that these funds be carried over to the next year.

Capital Bank Projects

In March 2005, the Board approved a modification to Policy and Rule 3112 that allows for schools to "bank" budgeted dollars to build up a capital expenditure fund by allocating the same amount of dollars over a multi-year period. During the 2009-2010 fiscal year, Lincoln Middle School requested that \$5,000 of their unspent school budget be carried over from the 2009-2010 and 2010-2011 budget years in order to help fund the \$15,000 purchase of auditorium curtains in the year 2011-2012.

The Audit, Budget & Finance Committee reviewed the 2010-2011 Budget Carryovers to the 2011-2012 Budget at the October 11th committee meeting and unanimously approved forwarding this recommendation to the full Board of Education for approval.

Administrative Recommendation

Administration recommends that the Board of Education review the carryovers and that these carryover dollars be incorporated into the 2011-2012 budget.

Dr. Michele Hancock
Superintendent of Schools

Sheronda Glass
Assistant Superintendent of Business Services

Tina M. Schmitz
Director of Finance

Tarik Hamdan
Financial & Budget Analyst

Kenosha Unified School District No. 1

Carryover Requested from the 2010-2011 to 2011-2012 Budget

Attachment A

10/25/2011

Loc #	Location	Site Open Purchase Order Carryover	Site Donation and Mini-Grant Budget Carryover	Other Budget Carryover	Total of Carryover from 2010-11 for 2011-12
145	Forest Park				\$0
146	Frank		\$210		\$210
147	Grant				\$0
150	Harvey				\$0
153	Jefferson		\$1,525		\$1,525
155	McKinley		\$1,283		\$1,283
156	Pleasant Prairie				\$0
157	Prairie Lane				\$0
158	Roosevelt		\$336		\$336
160	Somers		\$394		\$394
161	Southport		\$3,728		\$3,728
162	Strange				\$0
163	Grewenow				\$0
164	Vernon				\$0
165	Brass		\$398		\$398
166	Whittier				\$0
167	Wilson		\$641		\$641
168	Bose		\$116		\$116
169	Stocker				\$0
170	Jeffery		\$8,961		\$8,961
173	EBSOLA		\$5,207		\$5,207
178	Nash		\$339		\$339
Elementary Subtotal		\$0	\$23,138	\$0	\$23,138
330	Lance		\$85		\$85
331	Lincoln MS		\$1,006	\$10,000	\$11,006
332	McKinley MS				\$0
333	Washington		\$2,004		\$2,004
334	Bullen				\$0
337	Mahone				\$0
Middle School Subtotal		\$0	\$3,094	\$10,000	\$13,094
424	Indian Trail		\$139		\$139
425	Bradford		\$819		\$819
426	Tremper		\$823		\$823
427	Reuther		\$589		\$589
428	Lakeview				\$0
High School Subtotal		\$0	\$2,370	\$0	\$2,370
102	Brompton		\$4,133	\$24,016	\$28,148
112	DOL			\$292,092	\$292,092
113	KTEC			\$344,211	\$344,211
201	Paideia			\$334,249	\$334,249
272	4K Program				\$0
421	E-School			\$60,946	\$60,946
422	Harborside			\$381,001	\$381,001
852	Hillcrest				\$0
871	Headstart				\$0
Other Schools Subtotal		\$0	\$4,133	\$1,436,514	\$1,440,647
Total Schools		\$0	\$32,735	\$1,446,514	\$1,479,250

Kenosha Unified School District No. 1
Carryover Requested from the 2010-2011 to 2011-2012 Budget

Attachment A
10/25/2011

Loc # Location	Site Open Purchase Order Carryover	Site Donation and Mini-Grant Budget Carryover	Other Budget Carryover	Total of Carryover from 2010-11 for 2011-12
801 Board of Education				\$0
802 Superintendent				\$0
803 Special Projects				\$0
804 Human Resources				\$0
805 Information Services				\$0
806 Exec. Director of Business				\$0
807 Facilities Department				\$0
808 Finance Department				\$0
809 School To Career				\$0
810 Athletics/PE/Health		\$10,500		\$10,500
811 Dept. of Instruction				\$0
812 Fine Arts				\$0
815 Special Ed Instruction		\$610		\$610
816 Title 1/P-5/Bilingual				\$0
817 Instructional Media Center				\$0
818 Student Services		\$254		\$254
819 Staff Development				\$0
820 Purchasing				\$0
822 Transportation & Safety				\$0
823 Distribution and Utilities				\$0
824 Food Service				\$0
825 Copy Center				\$0
837 Community & Parent Relations		\$3,621		\$3,621
838 Public Information				\$0
839 School Leadership Middle & High		\$7,697		\$7,697
840 Student Engagement Office		\$12,285		\$12,285
841 School Leadship Elementary				\$0
851 Educational Accountability		\$2,391		\$2,391
871 Head Start		\$292		\$292
874 Education Support Center				\$0
880 Recreation				\$0
999 Summer School				\$0
Total Departments	\$0	\$37,650	\$0	\$37,650
Grand Total	\$0	\$70,385	\$1,446,514	\$1,516,899

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

October 24, 2011

DONATIONS TO THE DISTRICT

The District has received the following donation:

1. Della Mauser donated 175 handmade knit hats to the students of Kenosha Unified School District. The estimated value of the hats and afghan is unknown.

Administrative Recommendation

Administration requests the Board of Education approve acceptance of the above listed gift(s), grant(s) or bequest(s) as per Board Policy 3280, to authorize the establishment of appropriate accounts to monitor fiscal activity, to amend the budget to reflect this action and to publish the budget change per Wisconsin Statute 65.90(5)(a).

Dr. Michele Hancock
Superintendent of Schools

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KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

October 25, 2011

**Tentative Schedule of Reports, Events,
and Legal Deadlines for School Board**
October-November

October

- October 11, 2011 - Standing Committee Meetings – 5:30, 6:20, 7:10 and 8:00 P.M., in ESC Board Meeting Room
- October 12, 2011 – Professional Inservice
- October 25, 2011 – Regular Board of Education Meeting –7:00 P.M. in ESC Board Meeting Room
- October 27-28, 2011 – Teacher Convention – Schools Closed (ESC Closed on October 28th)

November

- November 8, 2011 - Standing Committee Meetings in ESC Board Meeting Room
- November 22, 2011 – Regular Board of Education Meeting –7:00 P.M. in ESC Board Meeting Room
- November 24 -25, 2011 – Thanksgiving Recess – ESC & Schools Closed

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