



REGULAR MONTHLY BOARD MEETING

June 28, 2016

7:00 PM

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

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Regular School Board Meeting
June 28, 2016
Educational Support Center
7:00 PM

I. Pledge of Allegiance	
II. Roll Call of Members	
III. Awards/Recognition	
A. National Archery in the Schools Program Award	
IV. Administrative and Supervisory Appointments	
V. Legislative Report	
VI. Views and Comments by the Public	
VII. Response and Comments by Board Members (Three Minute Limit)	
VIII. Remarks by the President	
IX. Superintendent's Report	
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XV. Adjournment	

Kenosha Unified School District

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The Human Resources recommendations regarding the following actions:

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE	SALARY
Appointment	Topel	Debra	Finance	Secretary II	Secretarial	05/16/2016	1	\$18.37
Appointment	Lockerby	Drew	Finance	Senior Accounting Specialist	Miscellaneous	05/23/2016	1	\$48,619.00
Appointment	Sanders	Amy	Cesar Chavez Learning Station	Preschool Associate	Miscellaneous	05/23/2016	1	\$17.44
Appointment	Laurenzi	Andrew	Whittier Elementary School	Night Custodian - Second Shift	Service	05/11/2016	1	\$20.32
Appointment	Spata	Lyla	EBSOLA-CA	Special Education - Idea	ESP	04/27/2016	0.7	\$15.33
Appointment	Luscomb	Lawrence	KTEC West	Maintenance Specialist	Miscellaneous	05/23/2016	1	\$19.16
Appointment	Wabalickis	Robin	Esl	ESL Itinerant	Instructional	08/26/2016	1	\$39,702.00
Appointment	Chamberlain	Donna	Bose Elementary School	Special Education Early Childhood	Instructional	08/26/2016	1	\$39,106.00
Appointment	Schultz	Jacqueline	ITA	English	Instructional	08/26/2016	1	\$39,106.00
Appointment	Woodard	Darrell	Lincoln Middle School	Counselor	Instructional	08/26/2016	1	\$78,396.00
Appointment	Atkins	Andrew	ITA	Dean Of Students	Instructional	08/26/2016	1	\$72,803.00
Appointment	Reinhart	Rebecca	Prairie Lane Elementary School	Hearing Impaired	Instructional	08/26/2016	1	\$45,263.00
Appointment	Straub	Patrick	ITA	English	Instructional	08/26/2016	1	\$46,990.00
Appointment	Temple	Denise	Pleasant Prairie Elementary School	Special Education Cdb	Instructional	08/26/2016	1	\$39,106.00
Appointment	Dietman	Taylor	Curtis Strange Elementary School	Special Education Early Childhood	Instructional	08/26/2016	1	\$41,483.00
Appointment	Bayley	Melissa	Dept Of Sp Ed	Occupational Therapy	Instructional	08/26/2016	1	\$43,069.00
Appointment	Jankowski	Deborah	Lincoln Middle School	Counselor	Instructional	08/26/2016	1	\$78,396.00
Appointment	Gleason	Sarah	KTEC West	Grade 4	Instructional	08/26/2016	1	\$39,106.00
Appointment	Schwark	Jennifer	Mahone Middle School	Science/Math	Instructional	08/26/2016	1	\$65,900.00
Appointment	Mcfaddin	Jessica	Nash Elementary School	Multi-Age 4/5	Instructional	08/26/2016	1	\$39,106.00
Appointment	Wells	Robert	Harborside Academy	Orchestra	Instructional	08/26/2016	1	\$78,396.00
Appointment	Schultz	Ryan	Tremper High School	Chemistry	Instructional	08/26/2016	1	\$43,664.00
Appointment	Majewski	Ann	Tremper High School	Family & Consumer Education	Instructional	08/26/2016	1	\$39,106.00
Appointment	Tanke	Katie	Bradford High School	Math	Instructional	08/26/2016	1	\$61,775.00
Appointment	Powell	Bridget	Jefferson Elementary School	Multi-Age 1/2	Instructional	08/26/2016	1	\$58,100.00
Appointment	Anderson	Samantha	Roosevelt Elementary School	Grade 3	Instructional	08/26/2016	1	\$39,106.00
Appointment	Peper	Anne	Bullen Middle School	Special Education Cross Categorical	Instructional	08/26/2016	1	\$39,106.00
Appointment	Adams	Jonathan	ITA	Technology Education	Instructional	08/26/2016	1	\$39,106.00
Appointment	Teague	Ellen	Southport Elementary School	Grade 4	Instructional	08/26/2016	1	\$42,673.00
Appointment	Belsky	Erik	Mahone Middle School	Social Studies	Instructional	08/26/2016	1	\$39,702.00
Appointment	Greig	Alyson	Vernon Elementary School	Grade 3	Instructional	08/26/2016	1	\$43,069.00
Appointment	Chilsen	Lisa	Bradford High School	Special Education Cross Categorical	Instructional	08/26/2016	1	\$39,106.00
Appointment	Maxey	Katherine	Lincoln Middle School	Spanish	Instructional	08/26/2016	1	\$78,396.00

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The Human Resources recommendations regarding the following actions:

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE	SALARY
Appointment	Steren	Lynne	EBSOLA-CA	Intervention Specialist	Instructional	08/26/2016	1	\$78,396.00
Appointment	Peet	Jeanelle	Tremper High School	Math	Instructional	08/26/2016	1	\$39,106.00
Appointment	Beilke	Amanda	Somers Elementary School	Grade 5	Instructional	08/26/2016	1	\$43,069.00
Appointment	Russell	Elizabeth	McKinley Elementary School	Library Media Specialist	Instructional	08/26/2016	1	\$78,396.00
Appointment	Zbilut	Helena	KTEC	Grade 2	Instructional	08/26/2016	1	\$43,069.00
Appointment	Caceres	Christina	Harvey Elementary School	Grade 5	Instructional	08/26/2016	1	\$39,106.00
Appointment	Garbie	Melisa	Forest Park Elementary School	Kindergarten	Instructional	08/26/2016	1	\$73,809.00
Appointment	Fisher	Katie	Curtis Strange Elementary School	Kindergarten	Instructional	08/26/2016	1	\$39,106.00
Appointment	Turner	Olivia	Harvey Elementary School	Kindergarten	Instructional	08/26/2016	1	\$39,106.00
Appointment	Clary	Arista	Brass Community School	Grade 2	Instructional	08/26/2016	1	\$39,106.00
Appointment	Sadowski	Chad	Bradford High School	Special Education Cross Categorical	Instructional	08/26/2016	1	\$48,022.00
Appointment	Mueller	Andrew	Tremper High School	Technology Education	Instructional	08/26/2016	1	\$42,673.00
Appointment	Schultz	Elizabeth	Reuther Central High School	Family & Consumer Education	Instructional	08/26/2016	1	\$39,106.00
Appointment	Johnson	Melanie	Nash Elementary School	Multi-Age 4/5	Instructional	08/26/2016	1	\$39,106.00
Appointment	Gonzalez	Yarelys	Harvey Elementary School	Special Education	ESP	08/31/2016	1	\$14.33
Appointment	Ruediger	Lisa	Special Education & Student Support	Special Education Coordinator	Administration	07/01/2016	1	\$89,591.00
Appointment	Erickson	Jeremy	Human Resources	Senior Fiscal Clerk-Benefits	Secretarial	06/06/2016	1	\$21.13
Appointment	Large	Susan	Bullen Middle School	Math	Instructional	08/26/2016	1	\$61,716.00
Appointment	Raduechel	Kelly	Whittier Elementary School	Grade 1	Instructional	08/26/2016	1	\$39,106.00
Appointment	Becker	Samantha	EBSOLA - DL	Grade 2	Instructional	08/26/2016	1	\$39,106.00
Appointment	Krekling	Kevin	Harborside Academy	Special Education - Cross Categorical	Instructional	08/26/2016	1	\$44,257.00
Appointment	Kelnhofer	Jamie	KTEC	Spanish	Instructional	08/26/2016	0.84	\$35,912.52
Appointment	Liesch	Jacqueline	Harborside Academy	Library Media Specialist	Instructional	08/26/2016	1	\$55,701.00
Appointment	Oravetz	Samantha	Hillcrest School	Special Education - Ed	Instructional	08/26/2016	1	\$39,106.00
Appointment	Whyte	Pamela	Lance Middle School	Science	Instructional	08/26/2016	1	\$70,015.00
Appointment	Conyers	Deborah	McKinley Elementary School	Special Education - Ld	Instructional	08/26/2016	1	\$39,106.00
Appointment	Biehn	Kaitlin	Somers Elementary School	Grade 1	Instructional	08/26/2016	1	\$39,106.00
Appointment	Larson	Heidi	Prairie Lane Elementary School	Kindergarten	Instructional	08/26/2016	1	\$76,934.00
Appointment	Folkers	Jody	ITA	Special Education	ESP	08/31/2016	1	\$14.33
Appointment	Woods	Dantri	KTEC	Grade 5	Instructional	08/26/2016	1	\$39,106.00
Appointment	Miscichoski	Laura	EBSOLA-CA	Grade 3	Instructional	08/26/2016	1	\$39,106.00
Appointment	Mcgranahan	Jared	Tremper High School	Physical Education	Instructional	08/26/2016	1	\$40,890.00
Appointment	Slovik	Elizabeth	KTEC	Grade 4	Instructional	08/26/2016	1	\$39,106.00
Appointment	Lipka	Natalie	Brass Community School	Grade 4	Instructional	08/26/2016	1	\$46,239.00
Appointment	Pustina	Samantha	Bullen Middle School	Math	Instructional	08/26/2016	1	\$47,638.00

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ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE	SALARY
Appointment	Arimura	Reiko	Bullen Middle School	English	Instructional	08/26/2016	1	\$39,106.00
Appointment	Freng	Jessica	Lance Middle School	Math	Instructional	08/26/2016	1	\$39,106.00
Appointment	Anderson	Lisa	EBSOLA-CA	Special Education - Cross Categorical	Instructional	08/26/2016	1	\$39,106.00
Appointment	Moore	Caleb	Harborside Academy	Math	Instructional	08/26/2016	1	\$39,106.00
Appointment	Koble	Kelly	Dept Of Sp Ed	Occupational Therapy	Instructional	08/26/2016	1	\$59,319.00
Appointment	Coghlan	Bridget	Dept Of Sp Ed	Physical Therapist	Instructional	08/26/2016	1	\$64,425.00
Appointment	Labello	Lauren	Brass Community School	Special Education - Cross Categorical	Instructional	08/26/2016	1	\$39,106.00
Appointment	White	Samantha	Lance Middle School	Special Education - Cross Categorical	Instructional	08/26/2016	1	\$39,106.00
Appointment	Gabriel	Emily	Pleasant Prairie Elementary School	Grade 4	Instructional	08/26/2016	1	\$39,106.00
Appointment	Wittenborg	Elizabeth	KTEC	Grade 5	Instructional	08/26/2016	1	\$39,106.00
Appointment	Koepnick	Emily	Reuther Central High School	Guidance Counselor	Instructional	08/26/2016	0.5	\$31,532.00
Appointment	Kothe	Cheryl	Teaching And Learning	Career & Technical Education	Administration	07/01/2016	1	\$89,591.00
Appointment	Colandrea	Gregory	Brompton School	Reading Resource	Instructional	08/26/2026	1	\$62,893.00
Appointment	Jordan	Anthony	Harborside Academy	Math	Instructional	08/26/2016	1	\$39,106.00
Appointment	Marshall	Margaret	Special Education & Student Support	Speech Therapist	Instructional	08/26/2016	1	\$73,809.00
Appointment	Roscioli-Greco	Veronica	Fine Arts	General Music	Instructional	08/11/2016	0.25	\$19,599.00
Appointment	Niespodziany	Rosalia	Bradford High School	Italian	Instructional	08/26/2016	0.5	\$19,553.00
Appointment	Mcdermott	Linda	Brompton School	Special Education Cross Categorical	Instructional	08/26/2016	1	\$39,106.00
Appointment	Towne	Joshua	Mahone Middle School	Math	Instructional	08/26/2016	1	\$39,106.00
Appointment	Bloom	Lauren	Frank Elementary/ Wilson Elementary	Elementary Art	Instructional	08/11/2016	1	\$39,106.00
Appointment	Phillips	Amy	Brass Community School	Grade 4	Instructional	08/26/2016	1	\$45,030.00
Appointment	Blaser	Tina	Lance Middle School	English	Instructional	08/26/2016	1	\$39,106.00
Appointment	Kwasigroch	Kendall	Lance Middle School	Math	Instructional	08/26/2016	1	\$39,106.00
Appointment	Crowley	Christina	Mahone Middle School	Science	Instructional	08/26/2016	1	\$39,106.00
Early Retirement	Walters	Karen	School Leadership - Secondary	Principal	Administration	08/31/2016	1	\$127,235.00
Early Retirement	Lober	Christian	Reuther Central High School	Math	Instructional	06/10/2016	1	\$70,517.00
Early Retirement	Stanfield	Holly	Bradford High School	Choral Music	Instructional	06/10/2016	1	\$61,716.00
Early Retirement	Haebig	Elizabeth	Harvey Elementary School	Instructional Coach	Instructional	06/10/2016	1	\$78,396.00
Early, Early Retirement	Jansen	Bradley	Reuther Central High School	Accelerated Learning Teacher	Instructional	06/10/2016	1	\$72,803.00
Early, Early Retirement	Smith	Eleanor	Bradford High School	English	Instructional	06/10/2016	1	\$76,934.00
Early, Early Retirement	Armstrong	Karen	Mahone Middle School	Occupational Therapy	Instructional	06/10/2016	1	\$78,396.00
Resignation	Dennis	Devin	Somers Elementary School	Cross Categorical (Idea)	Instructional	06/10/2016	1	\$39,106.00

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ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE	SALARY
Resignation	Allen	Lori	McKinley Elementary School	L.D.	Instructional	06/10/2016	1	\$46,041.00
Resignation	Serpe	Theresa	Dimensions Of Learning	Grade 6	Instructional	06/10/2016	1	\$63,064.00
Resignation	Olson	Linda	Vernon Elementary School	Information/Health Services	ESP	06/09/2016	1	\$16.60
Resignation	Vinson	Matthew	Lakeview Technical Academy	Technology Education	Instructional	06/10/2016	1	\$55,701.00
Resignation	Mahn	Susan	Student Support	Social Worker	Instructional	06/10/2016	1	\$51,129.00
Resignation	Lemay	Lorna	Headstart	Pre-School Certified Teacher	Instructional	06/10/2016	1	\$65,005.00
Resignation	Blaser	Tina	ITA	English	Instructional	06/10/2016	0.5	\$17,270.16
Resignation	O'Hara	Erin	Fine Arts	Art	Instructional	06/10/2016	1	\$39,106.00
Resignation	Henkel	Sarah	Harborside Academy	Art	Instructional	06/10/2016	1	\$45,127.00
Resignation	Ruediger	Lisa	Special Education & Student Support	C.D. Program Support	Instructional	06/30/2016	1	\$78,396.00
Resignation	Erickson	Jeremy	Finance	Accounting Specialist	Miscellaneous	06/03/2016	1	\$21.00
Resignation	Schlick	Erik	ITA	Dean Of Students	Instructional	06/10/2016	1	\$58,838.00
Resignation	Hirsig	Diana	Bradford High School	Social Studies/History	Instructional	06/10/2016	1	\$53,304.00
Resignation	Bando	Katrina	Pleasant Prairie Elementary School	C.D.B.	Instructional	06/10/2016	1	\$47,153.00
Resignation	Price	Madeline	Mahone Middle School	Music/Choir	Instructional	06/10/2016	1	\$39,106.00
Resignation	Stone	Michelle	Prairie Lane Elementary School	Cross Categorical (Idea)	Instructional	06/10/2016	1	\$51,129.00
Resignation	Strom	Diane	Dept Of Sp Ed	Occupational Therapy	Instructional	06/10/2016	1	\$60,411.00
Resignation	Pluer	Kathy	Dept Of Sp Ed	Speech Therapist	Instructional	06/10/2016	1	\$50,750.00
Resignation	Chiappetta	Emiko	Southport Elementary School	Kindergarten	Instructional	06/10/2016	1	\$39,106.00
Resignation	Petersen	Rachel	Dept Of Sp Ed	E.D.	Instructional	06/10/2016	1	\$39,106.00
Resignation	St. Martin	Ryan	Brompton	Cross Categorical (Idea)	Instructional	06/10/2016	1	\$39,106.00
Resignation	Mertes	Craig	ITA	Cross Catagorical	Instructional	06/10/2016	1	\$42,673.00
Resignation	Wasem	Samantha	Tremper High School	Earth/Space Science	Instructional	06/10/2016	0.66	\$25,809.96
Resignation	Conyers	Deborah	Somers Elementary School	Special Education	ESP	08/26/2016	1	\$15.33
Resignation	Nosek	Krystal	Fine Arts	Art	Instructional	06/10/2016	1	\$39,106.00
Resignation	Spitler	Shelly	Pleasant Prairie Elementary School	Grade 5	Instructional	06/10/2016	1	\$39,106.00
Resignation	Bohn	Erika	Bradford High School	Family And Consumer Ed/Marketing	Instructional	06/10/2016	1	\$39,106.00
Resignation	Stempin	Jason	Lakeview Technical Academy	Cross Categorical	Instructional	06/10/2016	1	\$48,947.00
Resignation	Rudey	Carol	Lakeview Technical Academy	English/Social Studies	Instructional	06/10/2016	1	\$61,775.00
Resignation	Polster	Aura	Washington Mid	English	Instructional	06/10/2016	1	\$39,106.00
Retirement	Sher	Jean	Mahone Middle School	Spanish	Instructional	06/10/2016	1	\$75,467.00
Retirement	Bolton	Viola	Roosevelt Elementary School	Special Education	ESP	06/09/2016	1	\$17.64
Retirement	Pfarr	Adrienne	EBSOLA DL/Vernon	Music	Instructional	06/10/2016	1	\$78,396.00
Retirement	Ngoma	Patricia	Language Acquisition Dept.	ESL Other Language	Instructional	06/10/2016	1	\$73,809.00
Retirement	Franz	Craig	Facility Services	Head Custodian	Service	07/29/2016	1	\$22.59

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ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE	SALARY
Retirement	Grantham	Belinda	School Leadership Elementary	Administrator Preschool Education	Administration	07/15/2016	1	\$119,611.00
Separation	Hernandez	Luisana	Cesar Chavez Learning Station	Clerical	ESP	06/09/2016	1	\$15.33
Separation	Lafever	James	Facility Services	Night Custodian - Second Shift	Service	05/26/2016	1	\$20.32
Separation	Adams	Jonathan	ITA	Technology Education	Instructional	06/10/2016	1	\$39,106.00
Separation	Anderson	Samantha	Roosevelt Elementary School	Grade 3	Instructional	06/10/2016	1	\$39,106.00
Separation	Atkins	Andrew	ITA	Dean Of Students	Instructional	06/10/2016	1	\$72,803.00
Separation	Bayley	Melissa	Dept Of Sp Ed	Occupational Therapy	Instructional	06/10/2016	1	\$43,069.00
Separation	Beck	Christina	4K Program	4K Program	Instructional	06/10/2016	0.5	\$21,659.50
Separation	Becker	Samantha	EBSOLA - DL	Spanish	Instructional	06/10/2016	1	\$38,015.09
Separation	Belsky	Erik	Mahone Middle School	Cross Categorical	Instructional	06/10/2016	1	\$39,702.00
Separation	Beltran	Yesenia	EBSOLA - DL	Dual Spanish	Instructional	06/10/2016	1	\$39,106.00
Separation	Bloom	Lauren	Fine Arts	Art	Instructional	06/10/2016	1	\$39,106.00
Separation	Bradley	Kelly	EBSOLA-CA	Grade 3	Instructional	06/10/2016	1	\$61,634.00
Separation	Brennen	Jeremy	Bradford High School	C.D.B.	Instructional	06/10/2016	1	\$39,106.00
Separation	Brown	Melinda	Bullen Middle School	Cross Categorical	Instructional	06/10/2016	1	\$55,390.00
Separation	Cairo	Kelli	ITA	Business	Instructional	06/10/2016	1	\$39,106.00
Separation	Chamberlain	Donna	Bose	E.C.	Instructional	06/10/2016	1	\$39,106.00
Separation	Chilsen	Lisa	Bradford High School	Cross Categorical	Instructional	06/10/2016	1	\$39,106.00
Separation	Davila	Delmarie	EBSOLA - DL	Dual Spanish	Instructional	06/10/2016	1	\$39,106.00
Separation	Debruin	Katelyn	Stocker	Guidance	Instructional	06/10/2016	0.49	\$22,064.70
Separation	Dietman	Taylor	Strange	E.C.	Instructional	06/10/2016	1	\$41,483.00
Separation	Duros	Anthony	Tremper High School	English	Instructional	06/10/2016	0.66	\$25,809.96
Separation	Ebner	Janelle	ITA	Cross Categorical	Instructional	06/10/2016	1	\$39,106.00
Separation	Estrada	Gen	EBSOLA - DL	Dual Spanish	Instructional	06/10/2016	1	\$46,239.00
Separation	Evans	Royette	Washington Mid	At Risk (Alternative Education)	Instructional	06/10/2016	1	\$62,893.00
Separation	Ferguson	Susan	Washington Mid	Grade 6	Instructional	06/10/2016	1	\$39,702.00
Separation	Fischer	Mandy	Roosevelt Elementary School	4K Program	Instructional	06/10/2016	0.5	\$24,736.00
Separation	Geidner	Christi	Bradford High School	Theater	Instructional	06/10/2016	1	\$70,517.00
Separation	Giorno	Joseph	Lance Middle School	Math	Instructional	06/10/2016	1	\$39,106.00
Separation	Gleason	Sarah	Ktec(East)	Grade 3	Instructional	06/10/2016	1	\$39,106.00
Separation	Green	Sarah	Lincoln Middle School	Esl Other Language	Instructional	06/10/2016	1	\$40,296.00
Separation	Greig	Alyson	Vernon Elementary School	Grade 3	Instructional	06/10/2016	1	\$43,069.00
Separation	Griffiths	Sara	4K Program	4K Program	Instructional	06/10/2016	1	\$38,015.09
Separation	Hauke	Justin	ITA	Theater	Instructional	06/10/2016	0.33	\$12,904.98
Separation	Hawkins	Mary	Dept Of Sp Ed	Speech Therapist	Instructional	06/10/2016	0.49	\$38,414.04
Separation	Heer	Katie	ITA	Biology/Life Science	Instructional	06/10/2016	0.67	\$28,856.23
Separation	Heimstead	Bridget	Bradford High School	English	Instructional	06/10/2016	0.5	\$21,336.50
Separation	Hendrickson	Inger	Washington Mid	Grade 6	Instructional	06/10/2016	1	\$39,106.00

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ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE	SALARY
Separation	Jackson-Robinson	Kyle	Roosevelt Elementary School	Grade 5	Instructional	06/10/2016	1	\$38,015.09
Separation	Jankowski	Deborah	Lincoln Middle School	Guidance	Instructional	06/10/2016	1	\$78,396.00
Separation	Johnson	Kryssia	Jefferson Elementary School	Kindergarten	Instructional	06/10/2016	1	\$51,129.00
Separation	Jones	Tina	McKinley Elementary School	Kindergarten	Instructional	06/10/2016	1	\$39,106.00
Separation	Kauffman	Matthew	Washington Mid	Cross Categorical	Instructional	06/10/2016	1	\$39,106.00
Separation	Keener	Katherine	Bradford High School	E.D.	Instructional	06/10/2016	1	\$39,106.00
Separation	Kegel	Dominic	DOL	Physical Education	Instructional	06/10/2016	0.8	\$31,284.80
Separation	Kegler	Sharon	Vernon Elementary School	Grade 3	Instructional	06/10/2016	1	\$39,106.00
Separation	Kelnhofner	Jamie	KTEC(EAST)	World Language	Instructional	06/10/2016	0.67	\$28,644.51
Separation	Kipp	Marina	KTEC(EAST)	Esl Other Language	Instructional	06/10/2016	1	\$48,947.00
Separation	Kochersperger	Trisha	Fine Arts	Art	Instructional	06/10/2016	1	\$39,106.00
Separation	Koslica	Michael	Tremper High School	Cross Categorical	Instructional	06/10/2016	1	\$39,106.00
Separation	Krekling	Kevin	Harborside Academy	Cross Categorical	Instructional	06/10/2016	1	\$44,257.00
Separation	Kroehler	Molly	Bullen Middle School	Social Studies	Instructional	06/10/2016	1	\$39,106.00
Separation	Lavery	Leanne	Mahone Middle School	Physical Education	Instructional	06/10/2016	1	\$47,638.00
Separation	Lemay	Katelyn	Harvey Elementary School	Kindergarten	Instructional	06/10/2016	1	\$39,106.00
Separation	Leone	Brittany	Brompton	Reading	Instructional	06/10/2016	0.8	\$36,024.00
Separation	Lepley	Elizabeth	Bullen Middle School	Dual Spanish	Instructional	06/10/2016	1	\$44,454.00
Separation	Lesko	Ashley	Jefferson Elementary School	Grade 2	Instructional	06/10/2016	1	\$39,106.00
Separation	Lueken	Nash	ITA	Intervention Specialist	Instructional	06/10/2016	1	\$41,483.00
Separation	Majewski	Ann	Tremper High School	Family And Consumer Ed	Instructional	06/10/2016	0.91	\$35,586.46
Separation	Markowski	John	Harborside Academy	Math	Instructional	06/10/2016	1	\$78,396.00
Separation	Maxey	Katherine	Lincoln Middle School	Spanish	Instructional	06/10/2016	1	\$78,396.00
Separation	Mcfaddin	Jessica	Charles Nash	Multi-Age 4/5	Instructional	06/10/2016	1	\$39,106.00
Separation	Medina	Brunilda	EBSOLA - DL	Dual Spanish	Instructional	06/10/2016	1	\$39,106.00
Separation	Meehan-Scuglik	Molly	Brompton	Guidance	Instructional	06/10/2016	0.4	\$17,227.60
Separation	Minnameier	Erick	ITA	Physics	Instructional	06/10/2016	1	\$39,106.00
Separation	Mozinski	Susan	Educ Account	District Data Coach Title I	Instructional	06/10/2016	1	\$53,304.00
Separation	Munoz	Mayra	Washington Mid	Esl Other Language	Instructional	06/10/2016	1	\$39,106.00
Separation	Neu	Allyson	Reuther Central High School	Family And Consumer Ed	Instructional	06/10/2016	1	\$39,106.00
Separation	Niespodziany	Rosalia	Bradford High School	Italian	Instructional	06/10/2016	0.67	\$26,201.02
Separation	Opie	Sarah	Jefferson Elementary School	E.C.	Instructional	06/10/2016	1	\$38,015.09
Separation	Palmer	Corey	EBSOLA - DL	Dual Spanish	Instructional	06/10/2016	1	\$70,517.00
Separation	Peper	Anne	Bullen Middle School	Cross Categorical	Instructional	06/10/2016	1	\$39,106.00
Separation	Petkus	Jurga	DOL	Art	Instructional	06/10/2016	0.8	\$30,412.07
Separation	Powell	Bridget	Jefferson Elementary School	Grade 1	Instructional	06/10/2016	1	\$58,100.00
Separation	Pytel Jr	Mark	Vernon Elementary School	Grade 5	Instructional	06/10/2016	1	\$39,106.00
Separation	Read	Matthew	Bradford High School	Cross Categorical	Instructional	06/10/2016	1	\$38,015.09
Separation	Reinhart	Rebecca	Prairie Lane Elementary School	Hearing Impaired	Instructional	06/10/2016	1	\$45,263.00

Kenosha Unified School District

Kenosha, WI

June 28, 2016

The Human Resources recommendations regarding the following actions:

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE	SALARY
Separation	Sack	Peter	ITA	Earth/Space Science	Instructional	06/10/2016	1	\$38,015.09
Separation	Schroeter	Eric	Lakeview Technical Academy	Chemistry	Instructional	06/10/2016	1	\$58,838.00
Separation	Schroll	Mark	Tremper High School	Technology Education	Instructional	06/10/2016	1	\$70,517.00
Separation	Schultz	Jacqueline	ITA	English	Instructional	06/10/2016	1	\$39,106.00
Separation	Schultz	Ryan	Tremper High School	Chemistry	Instructional	06/10/2016	1	\$43,069.00
Separation	Schwark	Jennifer	Mahone Middle School	Math	Instructional	06/10/2016	1	\$65,900.00
Separation	Seay	Samantha	EBSOLA-CA	Library Media Specialist	Instructional	06/10/2016	1	\$57,430.00
Separation	Sembach	Lynn	4K Program	4K Program	Instructional	06/10/2016	0.5	\$20,445.00
Separation	Shah	Rafat	ITA	Cross Categorical	Instructional	06/10/2016	1	\$39,106.00
Separation	Skendziel	Jamie	Wilson	Behavior Interventionist	Instructional	06/10/2016	0.4	\$24,154.00
Separation	Stein	Nicole	Bradford High School	Family And Consumer Ed	Instructional	06/10/2016	1	\$39,106.00
Separation	Straub	Patrick	ITA	English	Instructional	06/10/2016	1	\$46,990.00
Separation	Swank	Kelly	Grant	L.D.	Instructional	06/10/2016	1	\$39,702.00
Separation	Tanke	Katie	Bradford High School	Math	Instructional	06/10/2016	1	\$61,775.00
Separation	Teague	Ellen	Southport Elementary School	Grade 4	Instructional	06/10/2016	1	\$42,673.00
Separation	Temple	Denise	Pleasant Prairie Elementary School	C.D.B.	Instructional	06/10/2016	1	\$39,106.00
Separation	Vanderkamp	Breeanne	Somers Elementary School	Grade 3	Instructional	06/10/2016	1	\$44,257.00
Separation	Vroman	Katelyn	Washington Mid	Math	Instructional	06/10/2016	1	\$39,106.00
Separation	Wabalickis	Robin	T1/P5/Bilingual	Esl Other Language	Instructional	06/10/2016	1	\$39,702.00
Separation	Wahl	Daniel	Bullen Middle School	Math	Instructional	06/10/2016	1	\$38,015.09
Separation	Wells	Robert	Harborside Academy	Instrumental Music	Instructional	06/10/2016	1	\$78,396.00
Separation	Woodard	Darrell	Lincoln Middle School	Guidance	Instructional	06/10/2016	1	\$78,396.00
Separation	Zwerling	Michelle	Lincoln Middle School	Reading Resource	Instructional	06/10/2016	1	\$64,425.00

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A SPECIAL MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD MAY 24, 2016

A special meeting of the Kenosha Unified School Board was held on Tuesday, May 24, 2016, at 5:45 P.M. in the Board Meeting Room at the Educational Support Center. The purpose of this meeting was for an Informational Public Hearing Regarding Phase 2 Series of Energy Efficiency, Operational Savings and Capital Maintenance Projects and the Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$74,990,000 and for Views and Comments by the Public.

The meeting was called to order at 5:47 P.M. with the following members present: Mrs. Snyder, Mr. Kunich, Mr. Garcia, Mr. Falkofske, Mr. Wade and Mrs. Coleman. Dr. Savaglio-Jarvis was also present. Ms. Stevens was excused. Mr. Tarik Hamdan, Chief Financial Officer; Mr. Patrick Finnemore, Director of Facilities Services; and Mr. Philip Hohlweck from PMA Financial Network; were also present.

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

Mr. Finnemore presented the Phase 2 Series of Energy Efficiency, Operational Savings and Capital Maintenance Projects submitted by Mr. Finnemore, Mr. Hamdan, and Dr. Savaglio-Jarvis, excerpts follow:

“At the April 25, 2016 School Board meeting, the Board approved a proposal to implement a Phase 2 series of energy efficiency projects using the energy revenue limit exemption based on the provisions in 2011 Wisconsin Act 32 and subsequent legislation. What follows is an excerpt from that report that summarizes the projects proposed.

The projects would be:

- Project 1 - Bullen Middle School and Lance Middle School;
- Project 2 - Tremper High School; and
- Project 3 - Bradford High School.

Facilities Department staff members have performed detailed evaluations of the 4 schools proposed for the three projects with the help of a number of contractors, engineers and architects. The evaluations focused on energy efficiency related work as allowed by the revenue limit exemption statutes, but also included other improvements that should be performed at the same time funded by our major maintenance budget similar to what was done in Phase 1.

One of the major benefits of the three projects would be replacing the existing mechanical systems, all which are original to the building construction. In most cases those systems are on the order of 50 years old (similar to the systems at the 9 schools in Phase 1). In addition, the replacement of the air conditioning equipment at Bradford looms as one of the major unfunded investments that the district will need to tackle

soon. That equipment is over 35 years old and is at the end of its useful life. These projects would provide a number of benefits in addition to massive energy savings at the four schools. One of the most notable would be the addition of air conditioning at Tremper High School. The statutes allow for the addition of air conditioning if the entire heating and ventilation system is being replaced due to the dramatic energy savings in those areas plus the major overlap in equipment that serves the full array of HVAC.

Another major improvement would be the addition of vestibules at the main entrances to the four schools. These vestibules would provide for significant energy savings as well as improved security and an aesthetic improvement to the front of each school. These entrances in combination with window replacement projects will have a similar impact as the aesthetic appeal of the projects performed at Forest park, Grewenow, Harvey, Roosevelt and Jane Vernon.

The budgetary cost estimates are based on 2016 dollars, and so some level of inflation should be used as we evaluate the projects due to the six year implementation. It is proposed that a 3% inflation factor be applied to the second project (Tremper) and a 6% inflation factor be applied to the third project (Bradford). As mentioned earlier, we will also be performing other upgrades to the schools concurrently funded by our major maintenance budget. These projects will include major flooring replacements including removal of the asbestos floor tile at Lance, replacement of casework, and in some case locker replacement and resolving problems with classroom entrances. These projects will be detailed each year as part of the capital plan proposal provided to the Board in the January-February timeframe. Another improvement that would be implemented would be the expansion of the cafeteria at Lance which would be funded by the Food Service budget (Fund 50)."

Mr. Hamdan introduced Mr. Hohlweck and he presented the Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$74,990,000, excerpts follow:

"The proposed energy efficiency projects total \$73,004,434 (\$74,990,000 when including inflation) and will be funded by long-term debt issuance in Fund 38. The attached resolution authorizes an amount not to exceed \$74,990,000. The "Initial Resolution" was discussed in the April 25, 2016 report and is required to be approved in order to be in compliance with issuing Fund 38 debt (non-referendum debt). With this Board approval, a Public Hearing is also required since the maturity of the proposed debt will exceed ten years; therefore, Notice to the Electors was published in the Kenosha News on May 16, 2016.

The next steps as stated in the April 25th report are as follows:

1. Public Hearing (within 10 days of publication of Notice) – May 24, 2016
2. 30-day Petition Period begins the day after the Public Hearing – May 25, 2016
3. Final Board Approval and Approval for Sale of Bonds for Project 1 – June 28, 2016.

As stated in the April 25, 2016 report, the scheduled debt service payments in the 2016-2017 fiscal year are set to decrease dramatically (approximately \$4,600,000) as the District will have retired (paid-off) debt related to previous capital projects. The

timing will be such that we have the opportunity to issue new debt to fund these new projects with minimal impact on the debt service tax levy. PMA Securities, Inc. has prepared an example financing plan (Attachment C) along with a graphical representation of the debt service impact over the next 20 years as related to the proposed projects.

The School Board approved the initial Resolution and call for a public meeting at the May 10, 2016, special board meeting. This report is being provided again this evening for informational purposes to support the public hearing.”

Mr. Hohlweck distributed and presented example energy efficiency financing plans for all three projects. He then presented Fund 39 and energy efficiency debt service levy comparison graphs for the existing levy versus the three projects.

There were no questions from Board members.

There were no views or comments by the public.

Mr. Kunich moved to adjourn the meeting. Mr. Falkofske seconded the motion. Unanimously approved.

Meeting adjourned at 5:55 P.M.

Stacy Busby
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD MAY 24, 2016

A special meeting of the Kenosha Unified School Board was held on Tuesday, May 24, 2016, 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 6:16 P.M. with the following members present: Mrs. Snyder, Mr. Kunich, Mr. Garcia, Mr. Falkofske, Mr. Wade, and Mrs. Coleman. Dr. Savaglio-Jarvis was also present. Ms. Stevens was excused.

Mrs. Coleman, President, opened the meeting by announcing that this was a special meeting of the School Board of the Kenosha Unified School District. 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. Coleman announced that an executive session had been scheduled to follow this special meeting for the purpose of Review Findings/Orders by Independent Hearing Officer.

Mr. Garcia moved that the executive session be held. Mr. Falkofske seconded the motion.

Roll call vote. Ayes: Mrs. Snyder, Mr. Kunich, Mr. Garcia, Mr. Falkofske, Mr. Wade, and Mrs. Coleman. Noes: None. Unanimously approved.

1. Review of Findings/Order by Independent Hearing Officer

Mr. Daniel Tenuta, Principal at Kenosha eSchool, arrived at 6:17 P.M. and presented Board members with information pertaining to two expulsions.

Mr. Tenuta and Dr. Savaglio-Jarvis were excused at 6:28 P.M.

Mrs. Snyder moved to approve the recommendation of the hearing officer with the addition that the student seek counseling services in respect to the first expulsion. Mr. Falkofske seconded the motion. Unanimously approved.

Mr. Wade moved to approve the recommendation of the hearing officer with respect to the second expulsion. Mr. Falkofske seconded the motion. Unanimously approved.

Mr. Falkofske moved to adjourn the meeting. Mr. Kunich seconded the motion. Unanimously approved.

Meeting adjourned at 6:46 P.M.

Stacy Schroeder Busby
School Board Secretary

REGULAR MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD MAY 24, 2016

A regular meeting of the Kenosha Unified School Board was held on Tuesday, May 24, 2016, at 7:00 P.M. in the Board Room of the Educational Support Center. Mrs. Coleman, President, presided.

The meeting was called to order at 7:00 P.M. with the following Board members present: Mrs. Snyder, Mr. Kunich, Mr. Garcia, Mr. Falkofske, Mr. Wade, and Mrs. Coleman. Dr. Savaglio-Jarvis was also present. Ms. Stevens was excused.

Mrs. Coleman, President, opened the meeting by announcing that this was a regular meeting of the School Board of Kenosha Unified School District. Notice of this regular meeting was given to the public by forwarding the complete agenda to all requesting radio stations and newspapers. Copies of the complete agenda are available for inspection at all public schools and at the Superintendent's office. Anyone desiring information as to forthcoming meetings should contact the Superintendent's office.

Dr. Bethany Ormseth, Assistant Superintendent of School Leadership, presented the Boys Soccer First Team WSCA Stefans Academics All-State Team Member Award, the FBLA State Leadership Conference Awards, the Samsung Solve for Tomorrow/National Finalist Award, the Family, Career and Community Leaders of America State Conference Awards, and the SkillsUSA State Conference Awards.

There were no Administrative and/or Supervisory Appointments.

Mr. Wade introduced the Student Ambassador, Joseph Nelson from Tremper High School, and he made his comments.

Mr. Wade gave the Legislative Report.

Views and/or comments by the public were made.

There were no responses/comments by Board members.

Mrs. Coleman made Board President remarks.

Dr. Savaglio-Jarvis gave the Superintendent's Report.

Board members considered the following Consent-Approve items:

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

Consent-Approve item XI-B – Minutes of the 4/12/16 Special Meeting and Executive Session, 4/25/16 Organizational meeting, 4/25/16 Regular Meeting, and 5/3/16 and 5/10/16 Special Meetings.

Consent-Approve item XI-C – Summary of Receipts, Wire Transfers, and Check Registers submitted by Mrs. Lisa Salo, Accounting Manager; Mr. Tarik Hamdan, Chief Financial Officer; and Dr. Sue Savaglio-Jarvis, excerpts follow:

“It is recommended that the April 2016 cash receipt deposits totaling \$731,009.97, and cash receipt wire transfers-in totaling \$3,846,775.03, be approved.

Check numbers 535399 through 536539 totaling \$8,474,206.05, and general operating wire transfers-out totaling \$394,494.36, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the April 2016 net payroll and benefit EFT batches totaling \$12,841,170.38, and net payroll check batches totaling \$3,675.33, be approved.”

Consent-Approve item XI-D – Policy 4200 – General Personnel Policies submitted by Mrs. Tanya Ruder, Executive Director of Community Partnerships and Media Relations, and Dr. Savaglio-Jarvis, excerpts follow:

“Policy 4200 must be updated to reflect the District’s move from collectively bargained agreements to an Employee Handbook as of November 2014. This update will require all 4000 series policies to include a cross reference of the Employee Handbook effective upon approval the updated policy. In addition, this policy would benefit from requiring all policies to include any applicable state and federal laws and/or guidelines in the legal reference section.

At its April 12, 2016, meeting, the Personnel/Policy Committee voted to forward revised Policy 4200 to the Board of Education for consideration. The Board of Education approved revisions to Policy 4200 as a first reading on April 25, 2016. Administration recommends that the Board of Education approve revisions to Policy 4200 – General Personnel Policies as a second reading on May 24, 2016.”

Consent-Approve item XI-E – Policy and Rule 5434 – Alcohol and Other Drugs – Students submitted by Ms. Susan Valeri, Director of Special Education/Student Support, and Dr. Savaglio-Jarvis, excerpts follow:

“It is critical that principals are enabled with flexibility in suspending or expelling students for infractions of this policy due to varying degrees and circumstances of the violation.

Policy and Rule 5434 - Alcohol and Other Drugs – Students was last revised in 2009. Revisions to this policy were developed with input from the Community Council Committee. This committee is comprised of representatives from local law

enforcement, the judicial system, Kenosha County Children and Family Services, parents, KUSD teachers and administrators. This committee researched AODA policies from school districts in Wisconsin and near the Illinois border. Districts that were reviewed included Racine, Milwaukee, Janesville, Green Bay, Waukesha, Beloit, Fond du Lac, Madison, Lake Forest, Waukegan, and Chicago. In all of our research, we found that Kenosha Unified's AODA policy is a comprehensive policy. However, the committee felt that there is a need for administrators to have flexibility with the determination for suspension and/or expulsion of students. The current policy has a mandatory suspension of three days or five days listed in it. The updated policy would allow principals/administrators to determine the need for a suspension and/or expulsion for up to three days or five days.

At the April 12, 2016, meeting, the Personnel/Policy Committee voted to forward revised Policy and Rule 5434 to the school board for consideration. The school board approved revised Policy and Rule as a first reading on April 25, 2016. Administration recommends that the school board approve revised Policy and Rule 5434 – Alcohol and Other Drugs as a second reading at the May 24, 2016, regular meeting.”

Mr. Kunich moved to approve the Consent Agenda as presented. Mr. Wade seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis presented the Board Approved Student User Fees and Recreation Department Fees for the 2016-2017 School Year submitted by Mr. Hamdan and Dr. Savaglio-Jarvis, excerpts follow:

“As a component of the budget development process, a review of the fees charged by the District is conducted every year. The administration is not recommending any changes to the 2016-17 student user fees; however there are several recommended changes to the Recreation Department fees.

On December 15, 2015, as part of the Summer School 2016 Program Recommendations report, the Board approved moving both the Kenosha Youth Performance Arts Center (KYPAC) and the Summer Marching Band programs into the Community Programs and Services (Fund 80). With this transition, School Board approval of an official fee is required.

The Recreation Department is also recommending a change to the fee structure for adult basketball, adult softball, and adult volleyball. The recommended change is the consolidation of the team fee, player fee, and trophy fee into one combined team fee. In addition, the Recreation Department is adding a program for Lifeguard Training (Red Cross certification) and that will have a new fee.

Attachment A delineates the proposed 2016-2017 student user fee schedule and Attachment B delineates the proposed 2016-2017 Recreation Department Fees.

On May 10, 2016 at the regularly scheduled standing committee meeting, the Audit/Budget/Finance Committee voted to forward this report to the Board of Education for approval. Administration requests that the Board of Education approve the

recommended changes in order to establish the fiscal year 2016-2017 student user fees and recreation department fees.”

Mr. Hamdan was present and answered questions from Board members.

Mr. Wade moved to approve the recommended changes in order to establish the fiscal year 2016-2017 student user fees and recreation department fees. Mr. Garcia seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis presented the Request to Submit the Academic Parent-Teacher Team School Continuation Grant and Planning and Implementation Grant Applications for the 2016-2017 School Year submitted by Ms. Cherise Easley, Principal of Edward Bain School of Language and Arts – Creative Arts; Ms. Heather Connolly, Principal of Frank Elementary School; Mr. Robert Neu, Director of Title Programs; Dr. Bethany Ormseth, Assistant Superintendent of Secondary School Leadership; Mrs. Julie Housaman, Assistant Superintendent of Teaching and Learning; and Dr. Savaglio-Jarvis, excerpts follow:

“The purpose of this grant is to continue to fund up to ten elementary and/or middle Focus Schools as statewide pilot schools to continue to implement Academic Parent-Teacher Teams (APTTs), a research-based system of family engagement that strategically connects families and schools to advance student learning and achievement. The APTTs model is a classroom-based, teacher-led, data-driven family engagement model focused on supporting children’s academic goals by linking home and school learning.

The APTTs model replaces traditional parent-teacher meetings. Classroom teachers invite families to participate in 3 75-minute group meetings and 1 30-minute individual parent-child session annually. During APTTs meetings teachers share actionable data, review grade-level skills, and demonstrate concrete activities families can do at home to help students master skills. Families practice the learning activities, and each family reviews their child’s progress data to set a 60-day academic goal individualized to their child’s needs.

APTTs is an intentional and systematic means of increasing student academic achievement by improving the quality and quantity of parent-teacher communication and interaction. Teachers coach parents to become engaged, knowledgeable members of the academic team in three classroom APTTs meetings and one in-depth individual conference each year. The APTTs objectives include improving student achievement by increasing the quality and quantity of parent-teacher communication and interaction and establishing high expectations between teachers and families to optimize student learning.

This alternative conference system is designed to:

- Help parents participate in supporting their child’s learning at home.
- Provide an opportunity for families from the same classroom to work together and possibly form support networks.
- Increase parent knowledge of how data is used in the classroom.

- Provide an opportunity for parents to get to know the teacher.

APTTs replaces traditional parent-teacher conferences with teams that have two components.

At its May 10, 2016, meeting, the Joint Audit/Budget/Finance and Curriculum/Program Committees voted to forward this report to the Board of Education for consideration. It is recommended that the Board of Education approve this request to submit the Academic Parent Teacher Team School Continuation Grant application and the Academic Parent-Teacher Team Planning and Implementation School Grant application for the 2016-17 school year.”

Mrs. Housaman was present and answered questions from Board members.

Mr. Kunich requested outcome information in relation to last year’s grant.

Mr. Wade moved to approve the Academic Parent Teacher Team School Continuation Grant application and the Academic Parent-Teacher Team Planning and Implementation School Grant application for the 2016-17 school year. Mr. Kunich seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis presented the Request to Submit the Wisconsin Fitness Center Award for the 2016-2017 School Year submitted by Mr. Curtiss Tolefree, Principal at Washington Middle School; Mrs. Heather Connolly, Principal at Frank Elementary School; Dr. Betzaida Gomez, Principal at Edward Bain school of Language Arts – Dual Language; Ms. Easley; Mr. Steven Knecht, Coordinator of Athletics/Physical Education; Mrs. Housman, and Dr. Savaglio-Jarvis, excerpts follow:

“The NFGFC is seeking elementary or middle school applicants that are able to demonstrate a significant low-income population and that are able to demonstrate a plan for using the physical fitness equipment in a manner that makes it accessible to all students. Successful applicants will have a certified physical education teacher that is able to instruct students on equipment use as well as train other educators to instruct students. Schools must have an existing physical space of approximately 960 to 1,500 square feet with a minimum ceiling height of 8 feet on the first floor that is fully secured to prevent vandalism or theft. Additionally, there are specific ventilation requirements.

Edward Bain School of Language and Art—Creative Arts and Dual Language, Frank Elementary School, and Washington Middle School are requesting approval to submit a grant proposal for this project. The Office of Facilities Services has analyzed the targeted space at the schools and confirmed that each space will meet the minimum grant requirements. Each school will develop a robust plan that will detail the features of their existing physical education programs, describe how the fitness equipment would fill unmet needs of the student population, and engage the community in physical fitness. Schools will be responsible for equipment maintenance and any repairs that may be necessary.

At its May 10, 2016, meeting the Joint Audit/Budget/Finance and Curriculum/Program Committees voted to forward this report to the Board of Education for consideration. It is recommended that the Board of Education approve this request to submit and implement the Wisconsin Fitness Center Grant for the 2016-17 school year.”

Mr. Kunich moved to approve the submission and implementation of the Wisconsin Fitness Center Grant for the 2016-17 school year. Mr. Garcia seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis presented Act 55 – Notice of Academic Standards submitted by Mrs. Susan Mirsky, Coordinator of English/Language Arts; Mrs. Christine Pratt, Coordinator of Science; Mrs. Jennifer Lawler, Coordinator of Mathematics; Mr. Che Kearby, Coordinator of Educator Effectiveness and Social Studies; Ms. Belinda Grantham, Director of Early Education; Mrs. Housman; and Dr. Savaglio-Jarvis, excerpts follow:

“On July 12, 2015, the Wisconsin 2015-17 State Budget Bill, Act 55, was signed into law. It requires Kenosha Unified School District to provide the parents and guardians of all enrolled students with notice of the academic standards in mathematics, science, reading and writing, geography and history that have been adopted by the school board and that will be in effect during each school year. Accordingly, the district academic standards that will be in effect in these specific content areas for the 2016-17 school year are listed below. Electronic links to the detailed version of the applicable standards are provided pursuant to section 120.12(13) and section 118.30(1g)(a)1 of the state statutes.

At its May 10, 2016, meeting, the Curriculum/Program Committee voted to forward this report to the Board of Education. Administration recommends that the Board of Education approve the annual declaration and parent notice of the district’s student academic standards that will be in effect for the 2016-17 school year.”

Mr. Kunich moved to approve the annual declaration and parent notice of the district’s student academic standards that will be in effect for the 2016-17 school year. Mrs. Snyder seconded the motion. Unanimously approved.

Mrs. Annie Petering, Chief Human Resource Officer, presented the 2016-2017 Employee Handbook – Revised Edition submitted by Mrs. Tanya Ruder, Executive Director of Community Partnerships and Media Relations; Mrs. Petering; and Dr. Savaglio-Jarvis, excerpts follow:

“The 2016-17 Employee Handbook – Revised Edition has evolved and been presented to the school board over a series of months (January-April 2016). Attachments A, B and C are the reports presented at the January 26, February 23, and April 25, 2016, regular school board meetings.

Changes From the April 25, 2016, Regular Board Meeting

- Overtime/Compensatory Time Off For Hourly Employees (p. 13) -

Corrected wording to refer to non-exempt instead of exempt employees in #1.

- General Rules of Conduct (p. 44) - Inserted correct website address for school board policies.

The 2016-17 Employee Handbook – Revised Edition was approved as a first reading at the February 23, 2016, regular board meeting. Administration recommends that the school board approve the 2016-17 Employee Handbook – Revised Edition as a second reading at the May 24, 2016, regular board meeting.”

Mr. Wade requested that the topic of the use of bereavement days having to be taken consecutively be discussed the next time the employee handbook is reviewed.

Mrs. Snyder moved to approve the 2016-17 Employee Handbook – Revised Edition as a second reading. Mr. Falkofske seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis presented the Reports of Contracts in Aggregate of \$25,000 submitted by Mr. Robert Hofer, Purchasing Agent; Mr. Hamdan; Mr. Kristopher Keckler, Chief Information Officer – Information Systems; and Dr. Savaglio-Jarvis, excerpts follow:

“School Board Policy 3420 requires that “all contracts and renewals of contracts in aggregate of \$25,000 in a fiscal year shall be approved by the School Board except in the event of an emergency as determined and reported to the School Board monthly by the Purchasing Agent.”

The contracts/agreements in aggregate of \$25,000 that have been added to the Contract Management Database subsequent to April 25, 2016, with approval of the purchasing agent are shown in the database in coral color. Board members may access this database link below while on district property.

The following contracts/agreements have not been added to the Contract Management Database and are being presented for board approval:

- Phonological Awareness Literacy Screener (PALS) Early Literacy Screener - up to \$41,325.”

Mrs. Snyder moved to approve the contract/agreement with Phonological Awareness Literacy Screener (PALS) Early Literacy Screener - up to \$41,325. Mr. Wade seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis presented the Head Start State Supplemental Grant – 2016-2017 School Year submitted by Ms. Lisa KC, Assistant Director of Head Start; Ms. Belinda Grantham, Director of Early Education; Ms. Valeri; and Dr. Savaglio-Jarvis, excerpts follow:

“The Head Start program provides comprehensive services in the areas of health, education, social services, and parent involvement for low-income preschool children and their families. This state grant provides funding for 59 high-risk children that will be three or four years of age on or before September 1, 2016. Funding for the Head Start State Supplemental Grant for the 2016-2017 school year is \$335,954. Funds will be utilized to serve the children and their families in all program component areas as required in the Head Start Act and the Head Start Performance Standards.

This grant serves the social/emotional, academic, and health needs of low-income three and four year old children and their families. Children who qualify must reside within the boundaries of Kenosha Unified School District. Head Start provides the foundation for implementing systemic and integrated comprehensive child development services and family engagement efforts that lead to school readiness for young children and families. This supports stronger attendance rates, academic performance, and higher graduation rates in later years.

Funding received through the Head Start State Supplement Grant remained flat for the 2016-17 school year, sustaining the funding reduction that occurred for the 2014-15 school year. At this time no revisions to program services are anticipated. The number of Head Start children served will remain at 59 children. This state grant will cover the cost for:

- 2 teachers
- 2 educational assistants
- 1 family service provider
- Meals and snacks for state funded Head Start children
- Software (Teaching Strategies GOLD™) that is used to assess the children’s progress
- Bus monitors for busses that transport Head Start children (required by Head Start Performance Standards).

Notification of the grant was received on May 5, 2016. The grant must be submitted by June 3, 2016. Administration recommends that the school board approve the request to submit and implement the 2016-2017 Head Start State Supplemental Grant.”

Mr. Wade moved to approve the submission and implementation of the 2016-2017 Head Start State Supplemental Grant. Mr. Kunich seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis presented the Open Enrollment Applications for School Year 2016-2017 submitted by Ms. Renee Blise, Research Coordinator; Ms. Valeri, Ms. Grantham, Mrs. Housman; Dr. Ormseth; Mr. Keckler; and Dr. Savaglio-Jarvis, excerpts follow:

“The Wisconsin Department of Public Instruction (DPI) requires school districts to allocate open enrollment allocations prior to the start of the open enrollment application period. The Wisconsin open enrollment application period began on February 1, 2016, and closed on April 29, 2016. Aside from the regular Open Enrollment process,

students from a non-resident district may continue to apply for immediate admittance to a non-resident district if he/she meets one of the criteria as noted by the Alternative Open Enrollment Application process.

At the January 26, 2016 Board of Education Regular Meeting the Kenosha Unified School Board formally affirmed the availability of spaces for both general and special education students seeking entrance into the Kenosha Unified School District under the Open Enrollment Statute for School Year 2016-17. The School Board affirmed the availability of a total 195 spaces, 25 of which were designated for selected special education programs/services.

On May 9, 2016, a lottery meeting was conducted in the Office of Educational Accountability to assign petitioning students to available District spaces. A representative from the Title/CLC Office served as the “unbiased” witness to the student assignment process and drew lots during the lottery process.

Administration recommends approval of applicants identified as numbers 2,4,5,6,7,8,14,16,17,18,19,20,21,22,24,26,30,31,32,33,34,38,40,42,43,45,47,48,51,52,53,57,58,59,62,64,65,66,69,70,71,72,73,74,78,79,80,81,82,83,86,87,88,89,90,91,92,97,98,101,103,104,105,106,109,110,111,112,113,114,118,119,121,122,123,124 due to available space at the grade level and/or school requested or special education or related services required by the IEP.

Administration recommends denial of applicants identified as numbers 1,3,9,10,11,12,13,15,23,25,27,28,29,35,36,37,39,41,44,46,49,50,54,55,56,60,61,63,67,68,75,76,77,84,85,93,94,95,96,99,100,102,107,108,115,116,117,120,125 due to overcapacity at the grade level, special education related services required by the IEP, or school requested and/or expulsion or habitual truancy in the current or preceding two years.”

Mr. Keckler indicated that there was a change in the recommendation for the applicant identified as number 14. The recommendation in the report for this applicant is for denial; however, the recommendation now is for approval for the applicant identified as number 14.

Mrs. Snyder moved to approve applicants identified as numbers 2, 4, 5, 6, 7, 8, 14, 16, 17, 18, 19, 20, 21, 22, 24, 26, 30, 31, 32, 33, 34, 38, 40, 42, 43, 45, 47, 48, 51, 52, 53, 57, 58, 59, 62, 64, 65, 66, 69, 70, 71, 72, 73, 74, 78, 79, 80, 81, 82, 83, 86, 87, 88, 89, 90, 91, 92, 97, 98, 101, 103, 104, 105, 106, 109, 110, 111, 112, 113, 114, 118, 119, 121, 122, 123, 124 due to available space at the grade level and/or school requested or special education or related services required by the IEP and deny applicants identified as numbers 1, 3, 9, 10, 11, 12, 13, 15, 23, 25, 27, 28, 29, 35, 36, 37, 39, 41, 44, 46, 49, 50, 54, 55, 56, 60, 61, 63, 67, 68, 75, 76, 77, 84, 85, 93, 94, 95, 96, 99, 100, 102, 107, 108, 115, 116, 117, 120, 125 due to overcapacity at the grade level, special education related services required by the IEP, or school requested and/or expulsion or habitual truancy in the current or preceding two years. Mr. Falkofski seconded the motion. Unanimously approved.

Mrs. Coleman presented Policy 8830 – Filling of School Board Vacancies, excerpts follow:

“School board policy 8330 has been reviewed by legal counsel and revised to comply with the requirements of 2015 Wisconsin Act 63 (attached). Act 63 requires school boards to fill vacancies within 60 days. The legal references have also been updated.

It is recommended that the School Board approve revised Policy 8330 – Filling School Board Vacancies as a first reading on May 24, 2016, and as a second reading on June 28, 2016.”

Mr. Falkofske suggested that the first paragraph read as: “Vacancies on the School Board, including resignations and retirements, shall be filled following the procedure as outlined below.”

Mr. Kunich suggested that the wording in #1 of the procedure be changed from “faxed to the requesting media” to “sent to news media.”

Mr. Kunich moved to approve revised Policy 8330 – Filling School Board Vacancies as a first reading. Mrs. Snyder seconded the motion. Unanimously approved.

Mr. Falkofske presented the Donations to the District as contained in the agenda.

Mr. Falkofske moved to approve the Donations to the District as contained in the agenda. Mr. Wade seconded the motion. Unanimously approved.

Mr. Wade moved to adjourn the meeting. Mr. Kunich seconded the motion. Unanimously approved.

Meeting adjourned at 8:15 P.M.

Stacy Schroeder Busby
School Board Secretary

A SPECIAL MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD MAY 26, 2016

A special meeting of the Kenosha Unified School Board was held on Thursday, May 24, 2016, at 5:30 P.M. in the Board Meeting Room at the Educational Support Center. The purpose of this meeting was for Views and Comments by the Public and Discussion on School Board Allocation of Unbudgeted Funds in the 2015-2016 Adopted Budget, and Discussion on Recognition of Students and Staff.

The meeting was called to order at 5:32 P.M. with the following members present: Mrs. Snyder, Mr. Kunich, Mr. Garcia, Mr. Falkofske, Mr. Wade and Mrs. Coleman. Dr. Savaglio-Jarvis, Mr. Hamdan, and Mrs. Petering were also present. Ms. Stevens was excused.

Mrs. Coleman, 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.

There was one view/comment by the public.

Mr. Hamdan, Chief Financial Officer, presented the School Board Allocation of Unbudgeted Funds in the 2016-2016 Adopted Budget submitted by himself and Dr. Savaglio-Jarvis, excerpts follow:

"The budget cycle for the 2015-2016 budget began around January of 2015. At that time, the State of Wisconsin was also developing its biennial 2015-2017 budget. Preliminary proposals from the Governor included the elimination of the \$150 per pupil categorical aid revenue item that equates to approximately \$3.3 MM for KUSD. Between January and February of 2015, planning and discussion meetings were held with leadership council members, principals, coordinators, budget managers, and board members to formulate a plan to propose a balanced budget to the Board of Education. At the May 26, 2015 meeting, the administration provided the preliminary plan that closed a \$6.5 MM budget deficit caused by the loss of \$3.2 MM in revenue and an increase of \$3.3 MM in expenses related to the 9% increase in health insurance premiums. This plan was proposed with the goal of minimal classroom impact in mind.

After months of debate surrounding the State budget, the final version included the restoration of the \$3.3 MM revenue item that we had planned to lose. At the July 28, 2015 board meeting, the administration provided this information to the Board of Education and requested that the budget assumptions be approved as the basis to build the 2015-2016 budget. There was an administrative recommendation to use \$800,000 of the restored funding to restore the technology refresh funding that was reduced in the May proposal, as well as \$360,000 to restore 4 teacher FTEs at the secondary level.

With those two restorations approved, that left approximately \$2.1 MM of unallocated funds.

In preparation for the official budget adoption on October 27, 2015 all of the variables that impact the budget position, primarily staffing and enrollment, were updated to reflect the most accurate information available. The 2015-2016 budget was adopted with \$2.6 MM in expenses pending allocation or unallocated.

At a special meeting of the School Board held on December 1, 2015 the Board took action and approved a one-time stipend corresponding to 1.5% of salaries for all regular (non-part-time timesheet) full time equivalent (FTE) employees which took care of most of the previously unallocated funds; however approximately \$400,000 remains available to allocated at the direction of the School Board.

Since the Board action on December 1, 2015 the Board has requested a working session regarding substitute teachers and time sheet employees. An overview presentation regarding these groups will be provided to the Board."

Mrs. Annie Petering, Chief Human Resources Officers, and Mr. Hamdan gave a PowerPoint presentation which covered the following topics: background information, facts on substitute teachers, substitute teachers - definitions, AESOP statistics, substitute teachers wage data, substitute teachers wage information, substitute teachers wage history, substitute teachers - discussion, fiscal year payroll analysis, time sheet employees, and board reflections and review.

Board members discussed suggestions on how to allocate unbudgeted funds in the 2015-2016 adopted budget and how to handle the recognition of students and staff.

Mr. Kunich moved to adjourn the meeting. Mr. Falkofske seconded the motion. Unanimously approved.

Meeting adjourned at 7:35 P.M.

Stacy Busby
School Board Secretary

A SPECIAL MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD JUNE 14, 2016

A special meeting of the Kenosha Unified School Board was held on Tuesday, June 14, 2016, at 5:30 P.M. in the Board Meeting Room at the Educational Support Center. The purpose of this meeting was for Views and Comments by the Public and Discussion/Action on School Board Allocation of Unbudgeted Funds in the 2015-2016 Adopted Budget.

The meeting was called to order at 5:32 P.M. with the following members present: Ms. Stevens, Mrs. Snyder, Mr. Kunich, Mr. Garcia, Mr. Falkofske, Mr. Wade and Mrs. Coleman. Dr. Savaglio-Jarvis and Mr. Tarik Hamdan, Chief Financial Officer, were also present.

Mrs. Coleman, 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.

There was one view/comment by the public.

Dr. Savaglio-Jarvis presented the School Board Allocation of Unbudgeted Funds in the 2015-2016 Adopted Budget submitted by Mr. Tarik Hamdan and herself, excerpts follow:

"The budget cycle for the 2015-2016 budget began around January of 2015. At that time, the State of Wisconsin was also developing its biennial 2015-2017 budget. Preliminary proposals from the Governor included the elimination of the \$150 per pupil categorical aid revenue item that equates to approximately \$3.3 MM for KUSD. Between January and February of 2015, planning and discussion meetings were held with leadership council members, principals, coordinators, budget managers, and board members to formulate a plan to propose a balanced budget to the Board of Education. At the May 26, 2015, meeting, the administration provided the preliminary plan that closed a \$6.5 MM budget deficit caused by the loss of \$3.2 MM in revenue and an increase of \$3.3 MM in expenses related to the 9% increase in health insurance premiums. This plan was proposed with the goal of minimal classroom impact in mind.

After months of debate surrounding the State budget, the final version included the restoration of the \$3.3 MM revenue item that we had planned to lose. At the July 28, 2015, board meeting, the administration provided this information to the Board of Education and requested that the budget assumptions be approved as the basis to build the 2015-2016 budget. There was an administrative recommendation to use \$800,000 of the restored funding to restore the technology refresh funding that was reduced in the May proposal, as well as \$360,000 to restore 4 teacher FTEs at the secondary level.

With those two restorations approved, that left approximately \$2.1 MM of unallocated funds.

In preparation for the official budget adoption on October 27, 2015, all of the variables that impact the budget position, primarily staffing and enrollment, were updated to reflect the most accurate information available. The 2015-2016 budget was adopted with \$2.6 MM in expenses pending allocation or unallocated.

At a special meeting of the School Board held on December 1, 2015, the Board took action and approved a one-time stipend corresponding to 1.5% of salaries for all regular (non-part-time timesheet) full time equivalent (FTE) employees which took care of most of the previously unallocated funds; however approximately \$400,000 remains available to allocated at the direction of the School Board.

The School Board held a special meeting/work session on May 26, 2016. At that meeting the attached PowerPoint presentation was presented to provide information regarding substitute teachers and time sheet employees. During the discussion, board members proposed consideration of a one-time \$300 bonus to substitute teachers who worked 160 days or more through the end of the 2015/16 school year and a one-time \$100 bonus to substitute teachers who worked 90 to 159 days through the end of the 2015/16 school year.

As suggested by board members at their May 26, 2016, special meeting, Administration recommends board approval of a one-time \$300 bonus to substitute teachers who worked 160 days or more through the end of the 2015/16 school year and a one-time \$100 bonus to substitute teachers who worked 90 to 159 days through the end of the 2015/16 school year. It is also recommended that the remaining unbudgeted FY16 funds be divided evenly as an additional bonus to all full-time equivalent employees.”

Mr. Hamdan answered questions from board members.

Mr. Kunich moved to approve a one-time \$300 bonus to substitute teachers who worked 160 days or more through the end of the 2015/16 school year and a one-time \$100 bonus to substitute teachers who worked 90 to 159 days through the end of the 2015/16 school year with the remaining unbudgeted FY16 funds being divided evenly as an additional bonus to all full-time equivalent employees. Mrs. Snyder seconded the motion. Unanimously approved.

Ms. Stevens moved to adjourn the meeting. Mr. Wade seconded the motion. Unanimously approved.

Meeting adjourned at 5:51 P.M.

Stacy Busby
School Board Secretary

Kenosha Unified School District
Kenosha, Wisconsin
Summary of Cash Receipts and Disbursements
June 28, 2016

CASH RECEIPTS	reference	total
May 2016 Wire Transfers-In, to Johnson Bank from:		
WI Department of Public Instruction	<i>state aids register receipts</i>	\$ 3,144,926.90
District Municipalities	<i>tax settlement - May payment</i>	11,157,000.25
Johnson Bank	<i>account interest</i>	164.39
Bankcard Services (MyLunchMoney.com)	<i>food services credit card receipts (net of fees)</i>	144,759.62
Bankcard Services (TicketSpice.com)	<i>fine arts ticket sales receipts (net of fees)</i>	3,430.65
Bank (RevTrak)	<i>district web store receipts (net of fees)</i>	10,784.35
Retired & Active Leave Benefit Participants	<i>premium reimbursements</i>	24,564.27
HHS	<i>head start grant</i>	165,084.32
Various Sources	<i>small miscellaneous grants / refunds / rebates</i>	22,496.88
Total Incoming Wire Transfers		14,673,211.63
May 2016 Deposits to Johnson Bank - All Funds:		
General operating and food services receipts	<i>(excluding credit cards)</i>	526,021.99
TOTAL MAY CASH RECEIPTS		\$ 15,199,233.62

CASH DISBURSEMENTS	reference	total
May 2016 Wire Transfers-Out, from Johnson Bank to:		
<i>Payroll & Benefit wires</i>		
Individual Employee Bank Accounts	<i>net payrolls by EFT (net of reversals)</i>	\$ 7,195,794.17
WI Department of Revenue	<i>state payroll taxes</i>	720,139.80
WI Department of Revenue	<i>state wage attachments</i>	539.95
IRS	<i>federal payroll taxes</i>	2,760,006.09
Delta Dental	<i>dental insurance premiums</i>	249,299.04
Diversified Benefits Services	<i>flexible spending account claims</i>	21,039.00
Employee Trust Funds	<i>wisconsin retirement system</i>	1,416,856.40
NVA	<i>vision insurance premiums</i>	13,811.24
Burkwald & Associates	<i>management fee</i>	
Various	<i>TSA payments</i>	375,235.93
<i>Subtotal</i>		12,752,721.62
<i>General Operating Wires</i>		
US Bank	<i>purchasing card payment-individuals</i>	197,268.94 *
Aegis	<i>workers' compensation payment</i>	150,000.00
Kenosha Area Business Alliance	<i>LakeView lease payment</i>	16,666.67
Johnson Bank	<i>banking fees</i>	314.40
Various	<i>returned checks</i>	20.00
<i>Subtotal</i>		364,270.01
Total Outgoing Wire Transfers		\$ 13,116,991.63
May 2016 Check Registers - All Funds:		
Net payrolls by paper check	<i>Register# 01010DP, 01011DP</i>	\$ 14,038.46
General operating and food services	<i>Check# 536540 thru Check# 537691 (net of void batches)</i>	3,632,957.86
Total Check Registers		\$ 3,646,996.32
TOTAL MAY CASH DISBURSEMENTS		\$ 16,763,987.95

*See attached supplemental report for purchasing card transaction information

KUSD Purchasing Card Program - Individual Cardholders**Transaction Summary by Merchant**

Billing Cycle Ending May 16, 2016

Merchant Name	Total
HOTEL	\$ 30,752.92
ASG GLOBAL INC	\$ 10,144.40
MAYFAIR RENT A CAR KENO	\$ 9,615.88
WW GRAINGER	\$ 6,707.82
ULINE *SHIP SUPPLIES	\$ 6,676.86
IRIS USA INC	\$ 6,246.00
AIRLINE	\$ 5,900.54
RESTAURANTS & CATERING	\$ 5,600.90
IN *GAPPA SECURITY SOLUTI	\$ 4,583.75
IN *A BEEP, LLC	\$ 4,238.75
VEHICLE MAINT. & FUEL	\$ 3,858.01
A WISH COME TRUE	\$ 3,437.00
BOSCH PACKAGING SERVICE	\$ 3,109.38
MENARDS KENOSHA WI	\$ 3,060.56
VIKING ELECTRIC - KENOSHA	\$ 2,841.94
ZORO TOOLS INC	\$ 2,831.52
NSPRA	\$ 2,627.00
TRANE SUPPLY-116407	\$ 2,525.68
GOPHER SPORT	\$ 2,421.86
AMAZON MKTPLACE PMTS	\$ 2,409.75
JOHNSTONE SUPPLY	\$ 2,403.56
HAJOCA KENOSHA PC354	\$ 2,229.82
NWEA 503-624-1951	\$ 2,200.00
B&H PHOTO, 800-606-6969	\$ 2,121.83
THE TRANE COMPANY	\$ 2,054.81
SQ *GERBER LEISURE PRODUC	\$ 2,033.78
CLASS 1 AIR INC	\$ 1,895.90
EDS ARCHITECTURAL OPENING	\$ 1,780.00
CHESTER ELECTRONIC SUPPLY	\$ 1,712.94
NASSP E-COMMERCE	\$ 1,630.75
SIX FLAGS GREAT AMERICA	\$ 1,628.99
HALLMAN LINDSAY PAINTS	\$ 1,623.59
UW EOP NONCREDIT PROGRAM	\$ 1,600.00
MARK S PLUMBING PARTS	\$ 1,590.46
JOANN FABRIC #0576	\$ 1,581.61
USPS POSTAL ST66100207	\$ 1,413.50
BATTERIES PLUS KEN	\$ 1,405.98
HIGHWAY C SVC	\$ 1,402.62
TRAVEL INSURED INTERNA	\$ 1,380.00
DW DAVIES AND CO INC	\$ 1,318.20
PLAINFIELD CCSD #202 I	\$ 1,260.00
MENARDS RACINE WI	\$ 1,000.35
CONNEY SAFETY	\$ 991.72
IVIE ENTERPRISES INC	\$ 987.11
ON2 PERCUSSION	\$ 982.11
G AND O THERMAL SUPPLY CO	\$ 960.26
HERITAGE FOOD SERVICE GRO	\$ 853.94

MASTERS BUILDING SOLUTION	\$	828.35
L AND S ELECTRIC	\$	795.00
GFS STORE #1919	\$	763.08
DASH MEDICAL GLOVES	\$	759.00
REINDERS - SUSSEX CS	\$	758.84
FIRE BRICK	\$	756.00
HESCO INC	\$	750.40
AMAZON.COM	\$	739.55
ORIENTAL TRADING CO	\$	721.52
FIRST SUPPLY LLC #2033	\$	675.02
SQ *JUMPNJAX (BARBA	\$	650.00
INDUSTRIAL CONTROLS	\$	615.00
DEMCO INC	\$	610.21
ACT*ASSOCIATION OF WIS	\$	598.00
E-PRO GASKET & BOILER S	\$	566.44
AUER STEEL - MILWAULKEE	\$	559.00
PIGGLY WIGGLY #004	\$	542.29
WM SUPERCENTER #1167	\$	540.75
METRO FARE AUTOLOAD	\$	534.00
PSO*BAND SHOPPE EMBDIR	\$	518.15
FASTENAL COMPANY01	\$	514.48
3654 INTERSTATE	\$	504.90
EB DUAL LANGUAGE EDUC	\$	500.00
PROVANTAGE LLC	\$	490.93
AMAZON.COM AMZN.COM/BILL	\$	489.00
ACTIVE PARENTING PUBLISHE	\$	487.90
SHIFFLER EQUIPMENT SAL	\$	485.81
BETTYMILLSC	\$	481.94
KRANZ INC	\$	469.64
INSTITUTE FOR BRAIN POTEN	\$	463.00
POINT READY MIX, LLC	\$	435.36
MCCORMICK'S ENTERP	\$	434.89
RINDERLE DOOR COMPANY	\$	433.50
NELSON ELECTRIC SUPPLY	\$	412.68
ENTERPRISE RENT-A-CAR	\$	410.83
DOLLAR DAYS	\$	393.98
WWW.GOODWAY.COM	\$	385.00
OFFICEMAX/OFFICEDEPOT6358	\$	368.47
ANTHEM SPRT	\$	354.18
WAL-MART #1167	\$	347.13
PAT'S SERVICES INC	\$	325.00
WHS MUSEUM STORE	\$	325.00
TREETOP PUBLISHING INC	\$	311.03
ARC*SERVICES/TRAINING	\$	280.00
WASBO FOUNDATION INC	\$	275.00
MOTION INDUSTRIES WI04	\$	272.20
PICK N SAVE 00068502	\$	266.59
MCMASTER-CARR	\$	254.79
U. S. SCHOOL SUPPLY	\$	254.02
ACT*AWSA	\$	249.00
FESTIVAL FOODS	\$	242.96
IN *PRIDE SASH	\$	240.00
TRAININGCENTER/HRCERTIFI	\$	239.00
WISCONSIN SCHOOL MUSIC AS	\$	236.90
USPS 56428002632502569	\$	235.00

WINDY CITY NOVELTIE	\$	232.79
AT&T*BILL PAYMENT	\$	229.59
TIEOUTLET.COM	\$	225.00
VIKING ELECTRIC-CREDIT DE	\$	220.18
DIRECTPROMOTIONALS	\$	217.49
REINDERS - BRISTOL	\$	207.35
CCP INDUSTRIES	\$	206.81
BARNES & NOBLE #2037	\$	205.69
PROFESSIONAL SERVICES	\$	205.00
TAP PLASTICS, INC.	\$	204.05
WEBCONNEX, LLC	\$	196.02
SCHOLASTIC INC. KEY 6	\$	195.11
KENOSHA COUNTY PARKS	\$	194.79
MARSHALL PAPER TUBE	\$	193.51
WISCONSIN CENTER FO	\$	186.00
WERNER ELEC SUP PW	\$	176.66
WI ASCD	\$	175.00
MEIJER STORE #284	\$	174.27
AED SUPERSTORE	\$	169.00
ARTEC-EDUCATIONAL.CO	\$	168.74
DOLLAR TREE	\$	160.33
JOHN WILEY & SONS, INC	\$	160.00
PODS #58	\$	156.65
FARM & FLEET STURTEVAN	\$	152.68
BEACON ATHLETICS	\$	145.60
MW SHOPS INC	\$	140.00
QUILL CORPORATION	\$	139.95
PIGGLY WIGGLY #209	\$	139.10
DNH*GODADDY.COM	\$	136.53
METAL SUPERMARKETS	\$	136.00
SHERWIN WILLIAMS 703180	\$	135.37
REI*BOOKCON	\$	134.40
ROBOTSHOP.COM	\$	122.95
PAYPAL *WSST	\$	120.00
ALDI 64096	\$	111.15
DECKER EQUIPMENT	\$	106.95
KIWANIS INTERNATIONAL	\$	105.39
PRINTGLOBE INC	\$	101.77
ENDOMETRIOSIS ASSOCIATION	\$	100.00
REGGIO REGISTER COMPANY	\$	99.40
MEUNIER ELECTRONIC	\$	99.00
THE HOME DEPOT 4926	\$	98.78
NATL CCL TEACHERS OF MATH	\$	91.62
JET.COM	\$	91.20
CARGO EQUIPMENT CORPORATI	\$	90.77
BROOKES PUBLISHING	\$	90.40
BEST BUY 00000299	\$	89.99
PAYPAL *WI ASCD	\$	89.00
ASSOC SUPERV AND CURR	\$	89.00
LOWES #02560*	\$	88.70
JADE LEARNING, INC	\$	85.00
WI ASSN SCHOOL BOARDS	\$	85.00
RVT*KENOSHA UNIFIED SD	\$	80.00
SQ *SMUSHBALLS GOSQ.COM	\$	80.00
BAUDVILLE INC.	\$	75.40

SQ *INNOVATIVE SCHOOLS NE	\$	75.00
UW ATHLETIC EVENT	\$	75.00
BRICKYARD CERAMICS	\$	70.94
KENOSHA AREA BUSINESS	\$	70.00
WWW.TICKETPRINTING.COM	\$	69.61
IN *B AND L OFFICE FURNIT	\$	69.50
WALGREENS #3153	\$	67.16
WM SUPERCENTER #2668	\$	65.73
CROWN AWARDS INC	\$	64.32
ARO LOCK & DOOR	\$	62.31
NASSP MOTO	\$	61.00
PARTY CITY	\$	60.79
U-HAUL OF KENOSHA	\$	59.95
PLANTRONICS	\$	59.90
VZWRLSS*IVR VN	\$	58.01
E GROUP WEBSTORES	\$	57.00
CROWN TROPHY	\$	56.91
MOUNT VERNON GIFT SHOP	\$	55.20
BIMBA MANUFATURING COMPAN	\$	52.30
PICK N SAVE 00068718	\$	51.90
MAD SCIENCE OF MILWAUK	\$	50.00
PAYPAL *MARSHALLMEM	\$	50.00
DOLLARTREE.COM	\$	48.00
DOLRTREE 752 00007526	\$	48.00
MENARDS ANTIOCH IL	\$	47.67
TARGET 00001529	\$	47.46
TARGET 00022517	\$	46.50
SAMS CLUB #6331	\$	45.17
HOBBY LOBBY #621	\$	42.02
AIRGASS NORTH	\$	40.28
HARMS LLC	\$	39.95
REI*GREENWOODHEINEMANN	\$	35.88
WUFOO.COM/CHARGE	\$	29.95
NAESP-PEAP	\$	28.50
DG HARDWARE	\$	28.26
NATIONAL SCIENCE TEACHER	\$	23.96
HOBBY LOBBY #283	\$	23.68
HONORS GRAD	\$	23.56
INVENTABLES, INC	\$	22.90
USPS.COM CLICK66100611	\$	22.35
GLEN ERIN GOLF CLUB	\$	20.00
MUSIC CENTER INC	\$	19.99
SHOPKO 31 00200311	\$	19.99
VTS DISTRICT CAB/NON	\$	17.78
BARNES&NOBLE.COM-BN	\$	17.05
FOLLETT SCHOOL SOLUTIONS	\$	16.86
PETSMART INC 1636	\$	16.80
KETTLE MORaine GOLF CL	\$	16.02
WALGREENS #3738	\$	15.81
ZOOM.US	\$	14.99
PRAIRIE SIDE TRUE VALUE	\$	14.56
DC TAXI G721	\$	14.37
KENOSHA FRESH MARKE	\$	13.96
THE BOOK LOOK	\$	13.50
EASYKEYSCOM INC	\$	12.00

PARKSIDE TRUE VALUE	\$	12.00
AMERLIBASSOC-BRIGHTKEY	\$	9.00
OFFICE DEPOT #3260	\$	8.40
RIVERSIDE GOLF COURSE	\$	6.00
DOLRTREE 661 00006619	\$	6.00
WAL-MART #2668	\$	4.38
TRAVELOCITY.COM	\$	4.00
WALGREENS #16246	\$	3.56
JEWEL #3466	\$	3.56
WALGREENS #5102	\$	3.00
MICROSOFT *STORE	\$	(737.45)
US Bank Purchasing Card Payment - Individuals	\$	197,268.94

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

June 28, 2016

Administrative Recommendation

It is recommended that the May 2016 cash receipt deposits totaling \$526,021.99, and cash receipt wire transfers-in totaling \$14,673,211.63, be approved.

Check numbers 536540 through 537691 totaling \$3,632,957.86, and general operating wire transfers-out totaling \$364,270.01, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the May 2016 net payroll and benefit EFT batches totaling \$12,752,721.62, and net payroll check batches totaling \$14,038.46, be approved.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Tarik Hamdan
Chief Financial Officer

Lisa M. Salo, CPA
Accounting Manager

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**Kenosha Unified School District
Kenosha, Wisconsin**

June 28, 2016

Policy 8330 – Filling School Board Vacancies

School board policy 8330 has been reviewed by legal counsel and revised to comply with the requirements of 2015 Wisconsin Act 63 (attached). Act 63 requires school boards to fill vacancies within 60 days.

The legal references have also been updated.

At the May 24, 2016, regular meeting, several board members suggested slight wording changes and the School Board approved revised Policy 8330 as a first reading. It is recommended that the School Board approve revised Policy 8330 – Filling School Board Vacancies as a second reading on June 28, 2016.

Tamarra Coleman
School Board President

POLICY 8330
FILLING SCHOOL BOARD VACANCIES

Vacancies on the School Board, including resignations and retirements, **shall be filled following the procedure outlined below** ~~as soon as possible by appointment by the remaining members of the School Board in accordance with state law and established District procedures.~~

Candidates for a vacancy on the School Board shall be appointed at an open meeting. A majority vote shall be required for all appointments to the School Board.

The candidate appointed to the vacancy shall, pending acceptance and filing the oath of office, be seated on the School Board.

Procedure

1. Within 10 days of being informed of a vacancy on the School Board, the School Board directs the administration to publish a press release to all requesting media outlets of the vacancy and to solicit letters of interest from citizens of the District. All letters of interest shall be received in the Superintendent's Office no later than 12:00 noon, on the 10th business day following publication of the notice. A news release listing the names of all candidates for the School Board vacancy will be ~~faxed~~ **sent** to the requesting media at the end of that day. Candidates may withdraw their letter of interest at any time during the selection process.
2. A special meeting of the School Board will be scheduled within 10 days of publication of the list of names for the purpose of interviewing candidates for the School Board vacancy and making appointment decisions. School Board members should not talk with any citizens who expressed written interest in filling the vacancy or discuss any issues with them prior to the special meeting.
3. Interview Process
 - a. Round One: Candidates will be interviewed one at a time in reverse alphabetical order. Candidates not being interviewed will be asked to sit in an adjacent room until their turn to be interviewed. Each School Board member will ask one question of a candidate so each candidate will answer six questions within a given time frame. Each School Board member will ask the same questions of all candidates. To avoid duplication, Board members should prepare four possible questions prior to the meeting. School Board members will ask their questions in the order that roll call is taken. Each candidate will have two minutes to answer each question. After responding to all questions, candidates may remain in the Board Room.

After all candidates have been interviewed, School Board members will be asked to narrow the field using the following suggested procedure. Each School Board member will list, in writing, his/her top three choices. The Superintendent or his/her designee will review the lists and only those candidates appearing on two or more School Board members' lists shall be eligible for the second round of questions and the field will be considered narrowed to that pool of candidates. If desired, unsuccessful candidates may remain in the Board Room.

RULE POLICY 8330
FILLING SCHOOL BOARD VACANCIES
Page 2

- b. Round Two: School Board members will ask a follow up question, if desired, of the remaining candidates. Candidates will have two minutes to respond to that question. School Board members must ask the same question of all remaining candidates. As with the original interviews, candidates will be asked ~~to remain~~ **to remain** in an adjacent room until their turn to be interviewed during the second round. After all candidates have had an opportunity to answer the second round of questions, School Board members will be asked to rank the remaining candidates in order of preference assigning the highest number to their most preferred candidate and the lowest number (1) to their least preferred candidate. The Superintendent or his/her designee will then add up the accumulated points and report them to the Board in writing. The School Board may then recess for a short time.
4. Appointment
- a. Following the interview process, motions will be in order for filling the School Board vacancy. School Board members should accentuate the positive when supporting a "motion to appoint" and should refrain from proselytizing.
 - b. Tied votes equal a failed motion and, according to School Board policy, a failed motion cannot be reintroduced during the same business meeting.
 - c. School Board members who do not follow the above rules may have their ballots disqualified by the presiding officer, but will be allowed to vote on any motion.

The Board vacancy will be filled at a regular or special Board meeting within sixty (60 days) following the effective date of the vacancy.

If the remaining members of the Board of Education do not appoint an individual to fill a vacancy within sixty (60) days of the date on which the vacancy first exists, three board members shall be selected at random to appoint an individual from the full list of Board candidates. Selection of the three board members will be determined by the School Board secretary drawing three board members' names randomly from a container.

LEGAL REF.: Wisconsin Statutes

Sections ~~47.03 [Vacancies, how caused]~~
~~19.01 [Oath of office]~~
~~120.06 [Board member term of office]~~
~~120.17(10) [School district clerk; duties]~~
17.26 [Vacancies in school boards, how filled]
120.17(238) [School board vacancies]

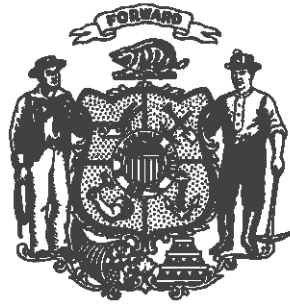
ADMINISTRATIVE REGULATIONS: None

POLICY 8330
FILLING SCHOOL BOARD VACANCIES
Page 3

AFFIRMED: June 8, 1993 (Policy 9111)

REVISED: October 28, 1997
July 10, 2001
February 24, 2015
June 28, 2016

State of Wisconsin



2015 Assembly Bill 325

Date of enactment: **October 23, 2015**

Date of publication*: **October 24, 2015**

2015 WISCONSIN ACT 63

AN ACT *to repeal* 17.26 (1m) (a); *to renumber* 17.26 (intro.), 17.26 (2) and 17.26 (4); *to renumber and amend* 17.26 (1) and 120.42 (1m) (b); *to consolidate, renumber and amend* 17.26 (1m) (intro.) and (b); *to amend* 17.26 (3), 120.06 (7) (b) and 120.42 (3); *and to create* 17.26 (1m) and 120.12 (28) of the statutes; **relating to:** filling certain vacancies on school boards of common, union high, and unified school districts, requiring a primary for the election of school board members to certain election districts, and requiring adoption of an apportionment plan after the decennial census.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 17.26 (intro.) of the statutes is renumbered 17.26 (1g) (intro.).

SECTION 2. 17.26 (1) of the statutes is renumbered 17.26 (1g) (a) and amended to read:

17.26 (1g) (a) ~~In~~ Except as provided in sub. (1m), in a common, union high, or unified school district, by appointment by the remaining members. ~~Each~~ An appointee under this paragraph or sub. (1m) shall hold office until a successor is elected and takes office under s. 120.06 (4) or 120.42 (2). When a vacancy occurs in the office of a board member who is in the last year of his or her term, or when a vacancy occurs after the spring election but on or before the last Tuesday in November in the office of a board member who is not in the last year of his or her term, the successor shall be elected at the next spring election. When a vacancy occurs after the last Tuesday in November and on or before the date of the next spring election in the office of a board member who is not in the last year of his or her term, the successor shall be elected at the 2nd following spring election.

SECTION 3. 17.26 (1m) (intro.) and (b) of the statutes, as created by 2015 Wisconsin Act (this act), are consolidated, renumbered 17.26 (1m) and amended to read:

17.26 (1m) If the remaining members of a school board do not appoint an individual to fill a vacancy under sub. (1g) (a) within 60 days of the date on which the vacancy first exists, ~~all of the following apply:~~ ~~(b)~~ ~~Subject to par. (a),~~ the remaining members of the school board may fill the vacancy in accordance with the school board's policy under s. 120.12 (28).

SECTION 4. 17.26 (1m) of the statutes is created to read:

17.26 (1m) If the remaining members of the school board of a common, union high, or unified school district do not appoint an individual to fill a vacancy under sub. (1g) (a) within 60 days of the date on which the vacancy first exists, all of the following apply:

(a) If the vacancy is in a unified school district that encompasses a city with a population greater than 75,000 but less than 100,000 and that encompasses at least 2 villages, the school board president of the unified school district may appoint an individual to fill the vacancy.

* Section 991.11, WISCONSIN STATUTES: Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication."

(b) Subject to par. (a), the remaining members of the school board may fill the vacancy in accordance with the school board's policy under s. 120.12 (28).

SECTION 5. 17.26 (1m) (a) of the statutes, as created by 2015 Wisconsin Act (this act), is repealed.

SECTION 6. 17.26 (2) of the statutes is renumbered 17.26 (1g) (b).

SECTION 7. 17.26 (3) of the statutes is amended to read:

17.26 (3) Any person selected under sub. (1) (1g) (a) or (1m), upon being notified of his or her selection, shall be deemed to have accepted the selection unless within 5 days after notification he or she files with the clerk or director a written refusal to serve.

SECTION 8. 17.26 (4) of the statutes is renumbered 17.26 (1g) (c).

SECTION 9. 120.06 (7) (b) of the statutes is amended to read:

120.06 (7) (b) The school board shall require a primary election if there are more than 2 candidates for any seat on a 3-member board or more than twice as many candidates as there are members to be elected to an unnumbered school board of more than 3 members. In school districts in which a plan of apportionment of school board members under s. 120.02 (2), an apportionment plan that apportions the territory of the school district into election districts under s. 120.42 (1m), or a plan for election of school board members to numbered seats has been adopted, the school board shall require a primary election for particular apportioned areas for which there are more than twice as many candidates as there are members to be elected and for any numbered seat for which there are more than 2 candidates. When there is a primary election it shall be held in conjunction with the spring primary.

SECTION 10. 120.12 (28) of the statutes is created to read:

120.12 (28) **SCHOOL BOARD VACANCIES.** By July 1, 2016, adopt a policy on how the school board will fill a vacancy on the school board if the remaining school board members do not fill the vacancy under s. 17.26 (1g) (a) within 60 days of the date on which the vacancy first exists.

SECTION 11. 120.42 (1m) (b) of the statutes, as created by 2015 Wisconsin Act 55, is renumbered 120.42 (1m) (b) (intro.) and amended to read:

120.42 (1m) (b) (intro.) Within The school board shall adopt a district apportionment plan that apportions the territory of the school district into election districts pursuant to the representation plan as follows:

1. Within 60 days after establishing the representation plan under par. (a), and decennially thereafter within,

2. Within 60 days after the population count by census block, established in the decennial federal census of population, and maps showing the location and numbering of census blocks become available in printed form from the federal government or are published for distribution by an agency of this state, the school board shall adopt a district apportionment plan that apportions the territory of the school district into election districts pursuant to the representation plan and decennially thereafter.

SECTION 12. 120.42 (3) of the statutes is amended to read:

120.42 (3) All vacancies shall be filled by appointment, in accordance with s. 17.26 (1) (1g) (a) or (1m).

SECTION 13. Effective dates. This act takes effect on the day after publication, except as follows:

(1) **SCHOOL BOARD PRESIDENT; POWER TO FILL A VACANCY.** The repeal of section 17.26 (1m) (a) of the statutes and the consolidation, renumbering, and amendment of section 17.26 (1m) (intro.) and (b) of the statutes take effect on April 12, 2016.

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

June 28, 2016

**ADOPTION OF INSTRUCTIONAL MATERIALS FOR
KINDERGARTEN THROUGH FIFTH GRADE SOCIAL STUDIES**

Background

The current kindergarten through fifth grade social studies resources were published in 2002 by Holt and McDougal-Littell. These materials are severely out of date, and in many instances are no longer in a useable condition. As a result teachers have been supplementing the existing materials with resources they have found on their own.

Rationale for Curriculum Update

Existing social studies resources were published 14 years ago. As teachers seek their own resources to supplement these out-of-date materials there is no longer consistency in materials between classrooms or schools. This provides challenges for students transferring between schools, and it creates an additional barrier in identifying gaps in the curriculum. As it exists now, the limited resources are creating a fragmented approach to teaching social studies across the district—limiting what is taught, learned, and assessed.

Instructional Materials Review Process

Teachers, instructional coaches, and administrators began the material review process in October 2015 (Appendix A [[click here](#)]). Teachers were grouped in grade level teams to evaluate teacher resources, student textbooks, and ancillary materials received from multiple publishers. This process was beneficial in identifying the criteria to provide the best opportunity for student success in the request for purchase (RFP).

Kenosha Unified School District's Office of Finance released an RFP in late February 2016. Seven publishers responded to the RFP. The proposals from McGraw-Hill and Pearson Education closely matched the district-identified criteria to maximize student achievement. On April 21, 2016, elementary teachers were invited to presentations provided by McGraw-Hill and Pearson Education. The feedback provided from participants at these sessions was focused on the:

- Usability of materials
- Ability to integrate social studies curriculum with the informational and nonfiction English/language arts (E/LA) curriculum
- Alignment of resources with the social studies standards and curriculum

Instructional materials and resources from both finalists were on display at the Educational Support Center from May 2, 2016, through May 13, 2016. Instructional staff and community were invited via the Kenosha Unified School District Facebook page and the Kenosha Unified School District web page (Appendix B [[click here](#)]) to peruse the materials and provide feedback (Appendix C [[click here](#)]).

As a result of the feedback, investigation, and publisher presentations, the kindergarten through fifth grade *myWorld Social Studies* series published by Pearson Education was selected as the curriculum resource for Kenosha Unified School District. Appendix D ([click here](#)) provides a sample of responses gathered from teachers and community members.

NEW MATERIAL BENEFITS

- Support the content teaching standards, big ideas, and essential questions outlined in the district social studies curriculum.
- Supplement the nonfiction English/language arts (E/LA) standards to ensure students are balancing nonfiction materials in their learning.
- Align to E/LA curriculum and instructional resources to maximize instructional time for both content areas.
- Provide resources to support all learner needs (e.g., students learning a second language, students needing scaffolded support above or below grade level, etc.).
- Provide a variety of high-quality literature with strong student interest. The literature also supports interdisciplinary units of instruction.

IMPLEMENTATION

Purchase of the kindergarten through fifth grade *myWorld Social Studies* series in June 2016 will allow the district to provide immediate impact to the learning of elementary students. Additionally, the timing of the purchase allows materials to be delivered in time for the initial professional learning session for all kindergarten through fifth grade teachers on August 29, 2016. Pearson Education representatives will provide grade-level-specific training focused on the program components of the *myWorld Social Studies* series. Additional training will be provided to support teachers in the integration of social studies and E/LA curriculum.

The materials support the Kenosha Unified School District social studies curriculum, and there is a seamless integration with the E/LA curriculum that will maximize student exposure to and mastery of disciplinary literacy standards. The following professional learning sessions will be provided:

DATE	TOPIC	AUDIENCE	PROVIDER
Summer 2016	Curriculum integration (E/LA and social studies)	Curriculum Design Team (kindergarten through fifth grade instructional staff)	Coordinator of social studies Coordinator of E/LA
August 29, 2016	Introduction to <i>myWorld Social Studies</i>	Elementary instructional staff	Pearson Education
October 2016	Implementation follow-up and support	Elementary instructional staff	Pearson Education
September 2016 through May 2017	Various workshops to support curriculum implementation and the integration of social studies and E/LA curriculum	Elementary instructional staff	Curriculum Design Team members Coordinator of social studies Coordinator of E/LA

Kindergarten through fifth grade social studies will begin Phase 4 of the curriculum development process in September 2016. Throughout the school year, the coordinator of social studies will work with the curriculum design team, instructional coaches, and principals to monitor the impact of the social studies curriculum and instructional resources. The Phase 4 work will include:

- Assessing student progress using end-of-unit assessments
- Planning and activating the ongoing program evaluation design
- Collecting teacher feedback via the Error Reporting Form and End-of-Unit Reflection Tool

Instructional Materials

The Purchase/Contract Rationale form includes a list of teacher resources and instructional materials (Appendix E [[click here](#)]).

Recommendation

At its June 14, 2016, meeting, the Curriculum/Program Committee voted to forward this report to the board of education. It is recommended that the board of education approve this request to purchase and begin using the kindergarten through fifth grade *myWorld Social Studies* series published by Pearson Education in the 2016-17 school year.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mrs. Julie Housaman
Assistant Superintendent of Teaching and Learning

Mr. Che Kearby
Coordinator of Educator Effectiveness and Social Studies

**Kenosha Unified School District
Kenosha, Wisconsin**

June 28, 2016

**ADOPTION OF INSTRUCTIONAL MATERIALS
FOR HIGH SCHOOL MATHEMATICS**

Background

In May 2014 the board of education approved the adoption and purchase of Big Ideas Math resources for mathematics instruction in grades 6 through 8 and for the high school Algebra 1-Geometry-Algebra 2 sequence. Instructional resources for other high school mathematics courses offered in the district were not purchased at that time. The existing resources for Precalculus, Precalculus Honors, and AP Calculus were purchased in 2006. Resources for AP Statistics and Math Applications were purchased in 2008.

Rationale for Curriculum Update

Beginning in May 2015, Math Analysis and Precalculus Honors teachers from district high schools met to develop a standards-aligned curriculum for these courses. As a result of this curriculum work, teachers identified that new instructional resources would be required to support the new curriculum.

At the same time, the College Board announced that both AP Calculus AB and BC would undergo a curriculum and test revision to go in to effect for the 2016-17 school year. This revision by the College Board is the opportune time to purchase new resources that are aligned to the changes in the advanced placement (AP) curriculum.

AP Statistics teachers have also voiced their desire for updated materials that will more effectively support students in their preparation for the AP examination.

Instructional Materials Review Process

To initiate the review process, the coordinator of mathematics requested review copies of texts for each course under consideration from major textbook publishers. The table that follows lists the texts that were requested for review.

PRECALCULUS/ PRECALCULUS HONORS	AP CALCULUS AB/BC	AP STATISTICS
<i>Precalculus with Limits, A Graphing Approach (Seventh Edition)</i>	<i>Calculus: Graphical, Numerical, Algebraic, AP Edition*</i>	<i>Understandable Statistics</i>
<i>Precalculus: Graphical, Numerical, Algebraic*</i>	<i>Calculus, AP Edition (Briggs Cochran Gillett)*</i>	<i>Understanding Basic Statistics</i>
<i>Precalculus: Mathematics for Calculus (Seventh Edition)</i>	<i>Calculus for AP*</i>	<i>The Practice of Statistics*</i>
<i>Blitzer Precalculus*</i>	<i>Rogawski's Calculus: Early Transcendentals for AP*</i>	<i>Stats: Modeling the World, AP Edition*</i>
<i>Enhanced Precalculus</i>	<i>Calculus: Early Transcendentals (Sullivan and Miranda)</i>	
	<i>Calculus, Eighth Edition (Stewart)</i>	
	<i>Calculus: Early Transcendentals (Anton, Bivens, Davis)</i>	
	<i>Calculus: Single & Multivariable (Sixth Edition)</i>	
	<i>Calculus: Graphical, Numerical and Symbolic Points of View</i>	

*Meet the criteria for alignment

Teacher teams for each course then reviewed each of the resources for alignment to the Kenosha Unified School District and/or AP curriculum. Titles with an asterisk are those that met the criteria for alignment.

Resources that met these criteria were then reviewed more in depth using the Instructional Materials Evaluation Tool (IMET). The IMET consists of four parts:

1. Non-negotiable Criteria (Focus and Coherence)

- A. Metric 1: The resource addresses all content standards included in the course curriculum.

- B. Metric 2: Review of material from previous grades and courses is clearly identified as such to the teacher, and teachers and students can see what their specific responsibility is for the current course.
 - C. Metric 3: The materials are designed so that prior knowledge becomes reorganized and extended to accommodate the new knowledge.
2. Alignment Criteria 1 (Rigor and Balance)
- A. Metric 1A: The materials support the development of students' conceptual understanding of key mathematical concepts, especially where called for in specific content standards or cluster headings.
 - B. Metric 1B: The materials are designed so that students attain the fluency and procedural skills required by the standards.
 - C. Metric 1C: The materials are designed so that teachers and students spend sufficient time working with applications.
3. Alignment Criteria 2 (Standards for Mathematical Practice)
- A. Metric 2A: Materials address the practice standards in such a way as to enrich the widely applicable prerequisites; practice standards strengthen the focus of the course, instead of detracting from it, in both teacher and student materials.
 - B. Metric 2B: Materials attend to the full meaning of each practice standard.
 - C. Metric 2C: Materials support the standards' emphasis on mathematical reasoning.
4. Indicators of Quality (Overall Quality and Best Practices)

Copies of completed evaluation tools for each resource are included the appendices.

1. Appendix A—Precalculus

- A. [Briggs](#)
- B. [Finney](#)
- C. [Finney](#)
- D. [Larson](#)
- E. [Rogawski](#)
- F. [AP Calculus Review](#)

2. Appendix B—AP Calculus

- A. [AP Statistics Review](#)
- B. [CCSSM Curriculum Analysis Tool](#)

3. Appendix C—AP Statistics

- A. [Blitzer](#)
- B. [Precalculus Review](#)
- C. [Demana](#)

PRECALCULUS/PRECALCULUS HONORS

The review team found that only one of the texts, *Precalculus: Graphical, Numerical, Algebraic*, adequately addressed all of the content included in the Kenosha Unified School District Scope and Sequence for these courses. For comparison, another text with only minor gaps in content was also reviewed. *Precalculus: Graphical, Numerical, Algebraic* received the highest overall rating. Through their review the team identified many strengths of this resource including:

- 1. Explorations included in each lesson to build conceptual understanding
- 2. Ongoing review of prior concepts included in each practice section to support long-term retention of concepts and skills
- 3. Integration of graphing technology
- 4. Focus on mathematical modeling and problem-solving through Explorations and Chapter Projects

ADVANCED PLACEMENT CALCULUS AB/BC

All of the calculus texts reviewed fully addressed the content of the revised AP Calculus Curriculum Framework. Those that were reviewed can be placed into two categories: texts that are written specifically for high school AP classes and texts that are written for use at the collegiate level. While the texts written for the college level are high quality materials, those that have been authored specifically for AP classes offer additional benefits and resources for both teachers and students. For this reason only the texts specifically designed for AP received an intensive review. In their review the teachers found strengths in each of the resources, all of which scored very high on the rubric. In the end the teachers determined that the resource with the greatest assets was *Calculus for AP*. This text was authored specifically for the new AP Calculus Curriculum Framework and provided an exceptional level of support for students preparing for the AP Calculus exam. Benefits of this text include:

1. Explorations that support development of conceptual understanding
2. Integration of graphing technology
3. Quick response codes in texts link to worked out solutions
4. Ongoing AP Exam practice in each lesson and at the end of each chapter
5. Online resources, including instructional videos and interactive examples available at www.larsoncalculusforap.com

ADVANCED PLACEMENT STATISTICS

Of the four texts reviewed for AP Statistics, two were identified to have superior alignment to the content and level of rigor expected on the AP Statistics Exam. Both of the texts that were reviewed in depth are widely used and highly regarded in the AP Statistics community. Through their review the teachers determined that *The Practice of Statistics* offered the best supports for teachers and students preparing for the AP Statistics exam. The benefits of this text include:

1. Statistical problem solving incorporated throughout the text
2. Integration of technology including graphing calculator and statistical programs
3. Use of simulation activities to build conceptual understanding
4. AP Statistics exam practice problems in every section
5. Extensive bank of AP Statistics practice exams
6. Online resources, including worked example and exercise videos

Instructional Materials

Appendix D provides a list of instructional materials and a Purchase/Contract Rationale for Precalculus/Precalculus Honors ([instructional materials](#) and [Purchase/Contract Rationale](#)).

Appendix E provides a list of instructional materials and a Purchase/Contract Rationale for AP Calculus AB and BC ([instructional materials](#) and [Purchase/Contract Rationale](#)).

Appendix F provides a list of instructional materials and a Purchase/Contract Rationale for AP Statistics ([instructional materials](#) and [Purchase/Contract Rationale](#)).

Recommendation

At its June 14, 2016, meeting, the Curriculum/Program Committee voted to forward this report to the board of education. It is recommended that the board of education approve this request to purchase and begin using the following texts in the 2016-17 school year:

TEXT	PUBLISHER	COURSE
<i>Precalculus: Graphical, Numerical Algebraic</i>	Pearson	Precalculus/Precalculus Honors
<i>Calculus for AP</i>	Cengage Learning	AP Calculus AB and BC
<i>The Practice of Statistics</i>	BW Freeman Publishing	AP Statistics

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mrs. Julie Housaman
Assistant Superintendent of Teaching and Learning

Mrs. Jennifer Lawler
Coordinator of Mathematics

Kenosha Unified School District
Kenosha, Wisconsin
June 28, 2016

REPORT OF CONTRACTS IN AGGREGATE OF \$25,000

School Board Policy 3420 requires that “all contracts and renewals of contracts in aggregate of \$25,000 in a fiscal year shall be approved by the School Board except in the event of an emergency as determined and reported to the School Board monthly by the Purchasing Agent.”

The contracts/agreements in aggregate of \$25,000 that have been added to the Contract Management Database subsequent to May 24, 2016 with approval of the purchasing agent are shown in the database in coral color. Board members may access this database while on district property.

[Link to Contract Management Database](#)

Approval of Contract in Aggregate of \$25,000

The following contract/agreement has not been added to the Contract Management Database and is being presented for board approval. The Purchase/Contract Rationale is attached.

Vendor	Program/Product	Amount
Compass Learning	Contract renewals (20 schools have utilized for credit recovery and intervention learning for the last 3 years), professional development, and new content (6 schools considering adding licenses)	\$168,400.00

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mr. Tarik Hamdan
Chief Financial Officer

Ms. Julie Housaman
Asst. Superintendent Teaching and Learning

Mr. Robert Hofer
Purchasing Agent

PURCHASE/CONTRACT RATIONALE

Per School Board Policy 3420, please complete the following to be attached to your purchase order/contract. Additional information may be required and presented before the District's School Board for approval. Your submission must allow for adequate time for the Board to approve.

Vendor: Compass Learning

Purchased Good/Program: Annual Renewals; Professional Development; Additional Content

Start Date/Date Needed: July 1, 2016

1. PURPOSE – What is the purpose of the proposed purchase?

- 1. Renewal contracts:** Currently, the district has 20 schools utilizing Compass Learning for credit recovery and intervention learning activities. Each year, schools need to renew their hosted basic support. This support provides database management, maintenance and version updates, helpline support, remote access, and access to Compass Learning Community. The renewals also encompass the NWEA Test Translator Service which imports the scores from MAP assessments. This allows the Pathways part of the program to personalize the activity levels to promote growth. The following is a list of schools utilizing Compass Learning: Bradford, Brass, Bullen, EBSOLA, eSchool, Grant, Harborside, Hillcrest, Indian Trail, Jefferson, KTEC, LakeView, Lance, Lincoln, Mahone, McKinley, Reuther, Somers, Tremper, and Washington.
- 2. Professional Development:** Throughout the school year, school administrators may choose to purchase tailored professional development from Compass Learning to address the current needs of their staff. The cost associated with an on-site or virtual day of professional development is \$1200. It is estimated that half of the schools will purchase a day of professional development.
- 3. New Content:** The following schools are considering potential first time purchases of content and licenses: Dimensions of Learning, Harvey, Jeffery, Pleasant Prairie, Prairie Lane, and Whittier.

2. FUNDING – What is the total cost of purchase and the funding source?

- 1. Total Cost for Renewals including NWEA Test Translator Service: \$70,400.**
 - a. Funded by school operational and Title 1 budgets
- 2. Total Cost for Professional Development – Estimate \$12,000**
 - a. Funded by school operational and Title 1 budgets
- 3. Total Cost for new content/new schools: \$86,000**
 - a. Funded by school operational and Title 1 budgets
- 4. Total Cost for renewals and new content - \$168,400**
- 5. If 3 more schools add Compass Learning to their site, the support costs for all schools would be reduced by \$300 a site for a total of \$21,300.**

3. REQUEST FOR PROPOSAL (RFP) – indicate if an RFP has been completed

YES ☐

NO

☒

no, please request an RFP packet

4. EDUCATIONAL OUTCOME – What is the educational outcome of this purchase?

Credit Recovery: Compass Learning Odyssey courses assess student knowledge of content and then prescribe lessons based on individual student needs. Students are able to recover credits more quickly than in a traditional classroom setting since they are only working on content that they have not yet mastered. By allowing students to recover credits for failed courses outside of the traditional classroom, we can ensure that students stay on track to graduate with their cohort.

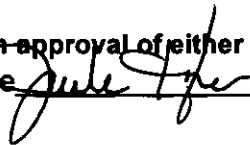
Intervention: Compass Learning Pathways identifies current proficiency levels along with skill and concept gaps with targeted students. With the import of current MAP assessment scores, Compass can personalize the instruction to reintroduce or reinforce knowledge and skills to promote learning.

5. START DATE – When is the anticipated start date?

1. All annual renewals are based on a July 31 date. This allows for uninterrupted use in summer school.
2. Schools may or may not choose to secure professional development from Compass Learning. If administrators feel there is a need for professional development, they will secure a day with Compass Learning to address the particular need.
3. Anticipated start dates for the new schools purchasing content would be the first week of the 2016-2017 school year.

Your response does not establish approval of either a contract or a purchase order.

Appropriate Leadership Signature



Date 5-26-16

Kenosha Unified School District
Kenosha, Wisconsin

June 28, 2016

REPORT OF CONTRACTS IN AGGREGATE OF \$25,000

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[Link to Contract Management Database](#)

Approval of Contract in Aggregate of \$25,000

The following contract/agreement has not been added to the Contract Management Database and is being presented for board approval. The Purchase/Contract Rationale is attached.

Vendor	Program/Product	Amount
Northwest Evaluation Association	Web-based Measures of Academic Progress (MAP)	\$168,070.00

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mr. Tarik Hamdan
Chief Financial Officer

Ms. Julie Housaman
Asst. Superintendent Teaching and Learning

Mr. Robert Hofer
Purchasing Agent

PURCHASE/CONTRACT RATIONALE

Per School Board Policy 3420, please complete the following to be attached to your purchase order/contract. Additional information may be required and presented before the District's School Board for approval. Your submission must allow for adequate time for the Board to approve.

Vendor: _____ Northwest Evaluation Association _____

Purchased Good/Program: Web-Based Measures of Academic Progress (MAP) _____

Start Date/Date Needed: August 2016 _____

1. PURPOSE – What is the purpose of the proposed purchase?

History

Prior to the 2011-2012 school year, three schools (Bradford, Vernon, and Washington) utilized the Measure of Academic Progress assessments. In spring of 2011, the previous district administration recommended the implementation of the Measure of Academic Progress assessments across the district. The Department of Teaching and Learning financed the purchase for the initial district-wide implementation. The district began with assessing all third, sixth, and ninth grade students in math and reading. Schools were given the option to request assessment licenses for all other students second through tenth grade. The following year, the district added fifth and eighth grade to the mandatory list. At the beginning of the 2013-2014 school year, the district required all grades two through ten to be assessed. It remains at the same grade levels today. The Department of Teaching and Learning has supported four levels of training for the administrators and lead teachers/instructional coaches in the district.

- Provides rich data on each child's learning – Computerized adaptive assessments test differently, allowing teachers to see their students as individuals – each with their own base of knowledge.
- Adaptive assessments present students with engaging, age-appropriate content. As a student responds to questions, the assessment responds to the student, adjusting up or down in difficulty.
- Assessments can be administered three times a year to analyze growth and adjust teaching to accommodate progress or lack of progress.
- All schools utilizing Compass Learning benefit from imported Measure of Academic Progress (MAP) scores three times a year. This allows the Compass Learning program to tailor its Learning Paths to correlate with the levels of each individual student (truly personalized learning).
- Researched-based partnering with Vanderbilt, Brown and Fordham to understand how data can best be used to transform learning every day for every student.
- Measure of Academic Progress assessments are aligned with the Common Core.

2. FUNDING – What is the total cost of purchase and the funding source?

Purchase includes licensing for all students grades second through tenth grade for both math and reading (for *all* district schools, including charter schools). Total cost is \$168,070 for the 2015-2016 school year. It will continue to be funded by the

3. REQUEST FOR PROPOSAL (RFP) – indicate if an RFP has been completed

YES ☐

NO ☒ if no, please request an RFP packet

4. EDUCATIONAL OUTCOME – What is the educational outcome of this purchase?

- Using the various reports provided by Northwest Evaluation Association (NWEA), and those custom developed by the Office of Educational Accountability, teachers and support staff can target learning levels and individualize instruction based for greater efficiency of resources (NWEA Report Portfolio).
- Buildings currently use these in their SMART Goal process and collaborative models for learning work. Measure of Academic Progress data will tentatively play a crucial role in the Student/School Learning Objectives (SLOs) for the Educator Effectiveness program. KUSD and NWEA hold district and building level trainings for data dissemination.

5. START DATE – When is the anticipated start date?

September 1, 2016

Your response does not establish approval of either a contract or a purchase order.
Appropriate Leadership Signature  Date 5-26-16

Kenosha Unified School District
Kenosha, Wisconsin

June 28, 2016

REPORT OF CONTRACTS IN AGGREGATE OF \$25,000

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Approval of Contract in Aggregate of \$25,000

The following contract/agreement has not been added to the Contract Management Database and is being presented for board approval. The Purchase/Contract Rationale is attached.

Vendor	Program/Product	Amount
Rosetta Stone Advantage	Language learning software for use in middle schools to supplement Spanish instruction as an elective to learn one of six world languages, and to provide independent learning option outside of school.	\$125,000

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mr. Tarik Hamdan
Chief Financial Officer

Ms. Julie Housaman
Asst. Superintendent Teaching and Learning

Mr. Robert Hofer
Purchasing Agent

PURCHASE/CONTRACT RATIONALE

Per School Board Policy 3420, please complete the following to be attached to your purchase order/contract. Additional information may be required and presented before the District's School Board for approval. Your submission must allow for adequate time for the Board to approve.

Vendor: Rosetta Stone: Advantage (Tell Me More)

Purchased Good/Program: Rosetta Stone Advantage Licenses for World Languages

Start Date/Date Needed: August 15, 2016

1. PURPOSE – What is the purpose of the proposed purchase?

Rosetta Stone Advantage (formerly known as Tell Me More) is used at KUSD middle school: to supplement for face-to-face Spanish instruction, as an elective to learn one of six world languages, and to provide an independent learning option outside of school.

2. FUNDING – What is the total cost of purchase and the funding source?

The total cost of this purchase is \$125,000 including software and continued staff training for new employees to the software and refresh training for current staff. Funding is allocated from the world language budget. There is no change in cost from previous years.

3. REQUEST FOR PROPOSAL (RFP) – indicate if an RFP has been completed

YES ☐ NO ☒ If no, please request an RFP packet

4. EDUCATIONAL OUTCOME – What is the educational outcome of this purchase?

KUSD students will have the opportunity to learn one of six world languages with the Rosetta Stone Advantage software. This online curriculum follows the national American Council on teaching of Foreign Languages standards for world languages and assists in teaching world language skills for speaking, listening, reading, and culture. A student, staff, and parent survey will be conducted in the 2016-17 school year to determine stakeholder satisfaction and the impact on student language acquisition.

5. START DATE – When is the anticipated start date?

August 15, 2015

Your response does not establish approval of either a contract or a purchase order.

Appropriate Leadership Signature  Date 5-26-16

Kenosha Unified School District
Kenosha, Wisconsin

June 28, 2016

REPORT OF CONTRACTS IN AGGREGATE OF \$25,000

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Approval of Contract in Aggregate of \$25,000

The following contract/agreement has not been added to the Contract Management Database and is being presented for board approval. The Purchase/Contract Rationale is attached.

Vendor	Program/Product	Amount
Follett	On-Site barcoding services for Textbook Management System	\$151,979.50

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mr. Tarik Hamdan
Chief Financial Officer

Ms. Julie Housaman
Asst. Superintendent Teaching and Learning

Mr. Robert Hofer
Purchasing Agent

PURCHASE/CONTRACT RATIONALE

Per School Board Policy 3420, please complete the following to be attached to your purchase order/contract. Additional information may be required and presented before the District's School Board for approval. Your submission must allow for adequate time for the Board to approve.

Vendor: Follett

Purchased Good/Program: On-Site Barcoding Services (Textbook Management System)

Start Date/Date Needed: July 2016

1. PURPOSE – What is the purpose of the proposed purchase?

KUSD libraries have been using Destiny Library Manager since 2009 and Destiny Resource Manager since 2014. Through the purchase of on-site barcoding services, the district will be able to utilize the Destiny Resource Manager to manage textbooks. An accurate accounting of district resources will streamline the annual inventory processes and create a process to efficiently move textbooks based on enrollment so that students have access to resources in a timely manner. With this system the district will be able to:

- Understand current school and district level inventories and usage.
- Forecast school level textbook needs and minimize unnecessary textbook ordering.
- Integrate overdue textbook and library reports.
- Track textbooks assigned to individual students, retain check-out history, and maintain information on the condition of textbooks.
- Control textbook replacement costs.

KUSD does not need to purchase any new software because Destiny is a product that is already installed on its system.

KUSD Teaching and Learning textbook replacement purchases have exceeded \$150,000 per year for the past three years. The district has invested a significant amount of funding in instructional materials; and a textbook management system will ensure that administration is purchasing only the resources that are needed, sharing materials between schools and repurposing remaining items. The addition of an accountability system to manage textbooks will decrease expenditures related to instructional resources.

2. **FUNDING** – What is the total cost of purchase and the funding source?

The funding source is the Teaching and Learning budget.

The total cost of purchase is \$151,979.50. This will include:

- Development of an implementation and migration plan.
- Barcoding approximately 140,052 items (student texts, teacher editions, and resource materials).
- Barcode materials.
- Implementation training.
- System maintenance.

3. **REQUEST FOR PROPOSAL (RFP)** – indicate if an RFP has been completed

YES ☒

NO ☐

If no, please request an RFP packet

4. **EDUCATIONAL OUTCOME** – What is the educational outcome of this purchase?

A textbook management system will ensure that funding for educational resources is appropriately allocated.

- Provide the district with an accurate inventory baseline.
- Increase accountability of staff, students, and parents, resulting in minimized textbook losses.
- Lower textbook replacement costs through textbook transfers across locations.
- Provide the data KUSD needs to make accurate new purchases.

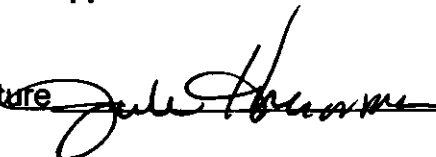
It is estimated that a school loses between 5 and 25 percent of its resources every two to three years. A textbook management system will streamline the process of getting the right resources to students in an expedient manner. Additionally, it is anticipated that the funding currently allocated to replacing textbooks may be available to purchase new resources.

5. **START DATE** – When is the anticipated start date?

July 2016

Your response does not establish approval of either a contract or a purchase order.

Appropriate Leadership Signature



Date

5/26/17

Kenosha Unified School District
Kenosha, Wisconsin

June 28, 2016

REPORT OF CONTRACTS IN AGGREGATE OF \$25,000

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Approval of Contract in Aggregate of \$25,000

The following contract/agreement has not been added to the Contract Management Database and is being presented for board approval. The Purchase/Contract Rationale is attached.

Vendor	Program/Product	Amount
Cengage Learning	Resources to support student learning in Math Applications courses by engaging them in mathematics that is embedded in meaningful contexts.	\$43,725.00

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mr. Tarik Hamdan
Chief Financial Officer

Ms. Julie Housaman
Asst. Superintendent Teaching and Learning

Mr. Robert Hofer
Purchasing Agent

PURCHASE/CONTRACT RATIONALE

Per School Board Policy 3420, please complete the following to be attached to your purchase order/contract. Additional information may be required and presented before the District's School Board for approval. Your submission must allow for adequate time for the Board to approve.

Vendor: Cengage Learning

Purchased Good/Program: Financial Algebra: Advanced Algebra with Financial Applications

Start Date/Date Needed: _____

1. PURPOSE – What is the purpose of the proposed purchase?

Updated instructional resources for Math Applications to support changes to the KUSD curriculum that we approved by the Board of Education in April 2016. The last purchase for these resources was made in 2008.

2. FUNDING – What is the total cost of purchase and the funding source?

\$43,725.00 - Teaching & Learning

3. REQUEST FOR PROPOSAL (RFP) – indicate if an RFP has been completed

YES ☐

NO ☒ If no, please request an RFP packet

4. EDUCATIONAL OUTCOME – What is the educational outcome of this purchase?

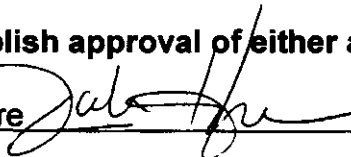
The new resources will support student learning in Math Applications courses by engaging them in mathematics that is embedded in meaningful contexts.

5. START DATE – When is the anticipated start date?

September 1st, 2016

Your response does not establish approval of either a contract or a purchase order.

Appropriate Leadership Signature



Date 5-24-16

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KENOSHA UNIFIED SCHOOL DISTRICT

Kenosha, Wisconsin

June 28, 2016

School Year 2017-18 Instructional Calendars

The proposed 2017-18 instructional calendars as presented are very consistent with recent calendars. KUSD staff were provided the opportunity to take a survey in February, 2016. 1,810 staff provided feedback, 66.3% were teachers. Most of the responses aligned to previous surveys results, except for the noticeable preference to have 10 full days off for the winter break. The complete results of the survey are available at the following link: <http://kUSD.edu/instructional-calendar-survey-results>.

The Department of Public Instruction defines the number of required instructional hours for grade levels. The proposed calendars not only meet those requirements, but also include enough minutes for the equivalent of three full instructional days to cover any potential school cancellations.

Attached are the KUSD calendars for the following areas:

- 2017-18 Instructional Calendar Description
- 2017-18 Elementary Instructional Calendar
- 2017-18 Extended Year Elementary (Frank & Wilson) Instructional Calendar
- 2017-18 Middle School Instructional Calendar
- 2017-18 High School Instructional Calendar

Certain choice schools, charter schools, and alternative programs align to the majority of the proposed boundary school calendars, but those programs may have minor alterations that best suit their specific format. The following schools and programs have the approval to deviate from the state mandate for instructional student contact minutes: Brompton, Dimensions of Learning, eSchool, Harborside, Hillcrest, KTEC, and Phoenix Program.

At this time, the Department of Instruction and the ACT Assessment group have not finalized their contract regarding the 2018 Spring grade 11 ACT dates. Similar to recent years, the High School Instructional Calendar will reflect those dates once the state contract is completed and communicated.

Recommendations

Administration recommends that the School Board review and accept the 2017-18 Instructional Calendars at its June 28, 2016 meeting.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mr. Kristopher Keckler
Executive Director
Information and Accountability

Lorien Thomas
Research Analyst

2017-2018 SCHOOL YEAR INSTRUCTIONAL CALENDAR

August 22-25 (Tuesday -Friday).....	New Instructional Staff Orientation
August 28 (Monday).....	All Instructional Staff Report
September 4 (Monday).....	Labor Day, District Closed
September 5 (Tuesday).....	Students Report
November 3 (Friday).....	First Quarter Ends, Staff Workday, No Students Report
November 22 (Wednesday).....	½ Day for Students & Instructional Staff
November 23-24 (Thursday-Friday).....	Thanksgiving Recess
December 20 (Wednesday).....	Winter Recess Begins, District Closed
January 3 (Wednesday - Schools Reopen).....	Students Report
January 15 (Monday).....	Dr. Martin Luther King, Jr. Day, District Closed
January 19 (Friday).....	Second Quarter Ends, Staff Workday, No Students Report
March 23 (Friday).....	Third Quarter Ends, Staff Workday, No Students Report
March 30 (Friday).....	Spring Recess Begins, District Closed
April 9 (Monday - Schools Reopen).....	Students Report
May 25 (Friday).....	½ Day for Students & Instructional Staff
May 28 (Monday).....	Memorial Day, District Closed
June 14 (Thursday).....	Fourth Quarter Ends, End of Year for Students
June 15 (Friday).....	Staff Workday

Please reference the KUSD Employee Handbook for identified paid holidays.

The school schedules take into consideration three (3) inclement weather/other emergencies days that have been built into the schedule. In the event school is closed beyond the three days due to inclement weather or other emergencies, the remaining calendar period will be reviewed. If the closures result in a shortage of the required instructional time, the calendar will be adjusted and communicated as necessary.

Prior to the end of each school year, calculations will be done to determine if every school in the district meets the Wisconsin Department of Public Instruction required number of student contact hours and minutes. A 30-minute student lunch period will be scheduled into each full day daily schedule.

Open house schedules will be established and communicated by each building prior to the beginning of the school year.

KUSD Calendar References can be found at: <http://kUSD.edu/events>

Revised 05/20/16

2017-18 District School Calendar Survey Results

Q1. Which of the following best describes you?

Answer Options	Response Percent	Response Count
Teacher	66.3%	1200
Other school or district employee	33.7%	610
Total Responses:	100.0%	1810

Q2. What is your assigned building(s)?

Q3. How important is it to you that all KUSD schools except charter schools (Brompton, Dimensions of Learning, KTEC, Harborside, eSchool) and extended year schools (Frank and Wilson) end their school year on the same day?

Answer Options without "NA"	Response Percent	Response Count
Very Important	21.9%	363
Important	24.5%	406
Somewhat important	19.9%	330
Not important	33.8%	560
Total Responses:	100.0%	1659

Q4. Currently, a typical Monday-Thursday elementary schedule has 6 hours 30 minutes of instructional time (plus a 30 minute lunch), a typical Monday - Thursday middle school schedule has 6 hours 47 minutes of instructional time and a typical Monday - Thursday high school schedule has 6 hours 56 minutes of instructional time. Lengthening the instructional day could potentially decrease the number of days in the school year, while shortening the instructional day could potentially add days to the school year. Please select your preference below with respect to the length of the INSTRUCTIONAL DAY and the district school calendar. Any adjustments to the instructional day will not change the eight-hour WORKDAY.

Answer Options without "NA"	No Change	Lengthen Instructional Day	Shorten Instructional Day	Total Responses
Elementary Schools	811 (62.3%)	422 (32.4%)	69 (5.3%)	1302
Middle Schools	685 (63.7%)	314 (29.2%)	77 (7.2%)	1076
High Schools	711 (63.3%)	332 (29.6%)	80 (7.1%)	1123

2017-18 District School Calendar Survey Results

Q5. Right now the early release schedule for elementary schools includes an optional snack/lunch taking place during instructional time in the classroom. Adding a full lunch outside of the classroom instructional time to the elementary early release schedule would add a minimum of one hour to student contact time and redude non-instructional time. In regards to the current schedule, would you prefer to...

Answer Options without "NA"	Response Percent	Response Count
Keep the current elementary early release schedule (instructional time with optional snack/lunch).	65.8%	702
Change the elementary Friday early release schedule by adding a full standard M-TH lunch time.	12.1%	129
Make the Friday schedule consistent to the M-TH daily schedule.	22.1%	236
Total Responses:	100.0%	1067

Q6. Right now every Friday for the elementary schools is based on an early release schedule. In regards to the current schedule, would you prefer to...

Answer Options without "NA"	Response Percent	Response Count
Keep the current Friday early release schedule.	66.7%	752
Modify the elementary Friday schedule, alternating between an early release schedule and a full day schedule.	6.3%	71
Modify the elementary schedule, making most Fridays a full day with only 1 Friday a month designated as early release.	27.0%	305
Total Responses:	100.0%	1128

2017-18 District School Calendar Survey Results

Q7. Please select your level of support for/opposition to the 57 minute early release on Fridays for middle schools.

Answer Options without "NA"	Response Percent	Response Count
Completely support	45.3%	352
Somewhat support	28.0%	218
Somewhat oppose	12.7%	99
Completely oppose	14.0%	109
Total Responses:	100.0%	778

Q8. Please select your level of support for/opposition to the 60 minute early release on Fridays for high schools.

Answer Options without "NA"	Response Percent	Response Count
Completely support	48.6%	406
Somewhat support	24.2%	202
Somewhat oppose	12.5%	105
Completely oppose	14.7%	123
Total Responses:	100.0%	836

Q9. Currently there are 5 Professional Development days for secondary schools. Starting in 2016-17, there will only be 4 professional Development days. Please select your preference below with respect to secondary school Professional non-instructional days and future district school calendars.

Answer Options without "NA"	Response Percent	Response Count
No change to the proposed 4 days for Professional Development for future secondary calendars.	67.1%	621
Make SOME of the Professional Development days fulling instructional days for future secondary calendars.	18.4%	170
Make Professional Development days full instructional days for future secondary calendars.	14.5%	135
Total Responses:	100.0%	926

2017-18 District School Calendar Survey Results

Q10. Currently, early release time is used for a variety of educational endeavors. How would you prioritize this noninstructional time?*1 is the most important to you and 4 is the least important.

Answer Options without "NA"	1	2	3	4	Total Responses
PLC/Reviewing student data	275 (17.5%)	572 (36.4%)	360 (22.9%)	366 (23.3%)	1573
Professional development	178 (11.2%)	477 (30.1%)	606 (38.3%)	323 (20.4%)	1584
Staff meetings	105 (6.6%)	319 (20.0%)	435 (27.3%)	736 (46.1%)	1595
Teacher prep time	1060 (65.0%)	227 (13.9%)	175 (10.7%)	168 (10.3%)	1630

Q11. Considering the amount of time currently allocated in the district school calendar for parent teacher conferences, would you like future district school calendars to allocate the same amount of time, less time or more time for parent teacher conferences?

Answer Options without "NA"	SAME time	LESS time	MORE time	Total Responses
Elementary Schools	818 (70.6%)	199 (17.2%)	142 (12.3%)	1159
Middle Schools	554 (67.3%)	172 (20.9%)	97 (11.8%)	823
High Schools	554 (62.7%)	233 (26.4%)	97 (11.0%)	884

Q12. Winter break is typically 8-10 days depending on where the holidays fall. The length of winter break does have the potential to affect the length of the school year. Please select your preference for scheduling winter break in future district school calendars from the below options.

Answer Options without "NA"	Response Percent	Response Count
Keep current practice of scheduling winter break for 8-10 days depending on where the holidays fall.	38.3%	646
Consistently schedule winter break for 10 days, regardless of where the holidays fall.	61.7%	1040
Total Responses:	100.0%	1686

2017-18 District School Calendar Survey Results

Q13. Currently, there are two half days scheduled in the school calendar. Please select your preference below for each of those half days in future district school calendars.

Answer Options without "NA"	Keep as half day	Make full instructional day	Total Responses
Wednesday before Thanksgiving	1542 (92.9%)	118 (7.1%)	1660
Friday before Memorial Day	1300 (82.8)%	271 (17.2%)	1571

Q14. Martin Luther King, Jr. Day is currently a full day off for staff and students. In future district school calendars would you prefer to...

Answer Options without "NA"	Response Percent	Response Count
Keep as full day off.	76.4%	1229
Schedule as 1/2 instructional day.	5.5%	89
Schedule as full instructional day.	18.1%	291
Total Responses:		1609

2017-18 District School Calendar Survey Results

Q15. Please add any comments/thoughts you have pertaining to future district school calendars in the box below.

Total comments = 522

Common Themes:	Times Mentioned
Snow days/get unused snow days back	70
Want fall and/or midwinter break	59
Friday after parent/teacher conferences off	48
Different or no early release	37
Federal holidays - should have off	30
More prep time	30
End school year earlier	28
Ten day winter break	25
Year round/extended year format	15
Half days before holdiay - want full day off	13
Change school start and/or end times	12
Consistant spring break	11
Half days are worthless	8
MLK day related comments	7
Like schedule as is	6
Want longer days	5

Elementary School Year Instructional Calendar 2017-18

July-17						
S	M	T	W	T	F	S
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August-17						
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September-17						
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October-17						
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November-17						
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December-17						
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January-18						
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February-18						
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March-18						
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April-18						
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May-18						
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June-18						
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First Day for Students September 5	Student Quarter 1: Sept. 5 to Nov. 2	Elementary School Student Conferences
New Instructional Staff Orientation August 22-25	Student Quarter 2: Nov. 6 to Jan. 18	October 25 & February 21 Normal full student day, only evening conferences
Instructional Staff Return Session August 28-31	Student Quarter 3: Jan. 22 to Mar. 22	October 26 & February 22 Early release for students, then conferences
Staff Workday: No Students Report 11/3, 1/19, 3/23, 6/15	Student Quarter 4: Mar. 26 to Jun. 14	October 27 & February 23 Morning Conferences (no students)
Early Release (11/22 & 5/25) for students & instructional staff		District Closed
Student Early Release Staff Collaboration		

Updated

05/31/16

Extended Year (Frank & Wilson) Elementary Instructional School Calendar 2017-18

July-17						
S	M	T	W	T	F	S
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August-17						
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September-17						
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October-17						
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November-17						
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December-17						
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January-18						
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February-18						
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March-18						
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April-18						
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May-18						
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June-18						
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First Day for Students August 8	Student Quarter 1: Aug. 8 to Oct. 7	Elementary School Student Conferences
Enrichment Weeks	Student Quarter 2: Oct. 24 to Dec. 21	8/31, 11/21, and 2/22 Normal full student day, only evening conferences
Instructional Staff Return Session August 2-7	Student Quarter 3: Jan. 3 to Mar. 3	9/1, 11/22, & 2/23 Morning Conferences (no students)
Staff Workday (8/3, 10/6, 12/15 Half, 3/16, 6/15)	Student Quarter 4: April 9 to Jun. 14	District Closed
Student Early Release Staff Collaboration		
Early Release 5/26 for students and instructional staff		

Updated

05/31/16

Middle School Year Instructional Calendar 2017-2018

July-17						
S	M	T	W	T	F	S
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30	31					

August-17						
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September-17						
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October-17						
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November-17						
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December-17						
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January-18						
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February-18						
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March-18						
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April-18						
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May-18						
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June-18						
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First Day for Students September 5	Student Quarter 1: Sept. 5 to Nov. 2	Middle School Student Conferences
New Instructional Staff Orientation August 22-25	Student Quarter 2: Nov. 6 to Jan. 18	October 10, 12 evenings only, October 13 morning only (no school for students) February 20, 22 evenings only, February 23 morning only (no school for students)
Instructional Staff Return Session August 28-31	Student Quarter 3: Jan. 22 to Mar. 22	
Staff Workday: No Students Report 11/3, 1/19, 3/23, 6/15	Student Quarter 4: Mar. 26 to Jun. 14	MS/HS - No Students Report - Staff Development Days (10/13, 11/10, 2/23, 4/20)
Early Release (11/22 & 5/25) for students & instructional staff		District Closed
Early Release for students only June 14		

Updated

05/31/16

High School Year Instructional Calendar 2017-2018

July-17						
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August-17						
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September-17						
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October-17						
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November-17						
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December-17						
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January-18						
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February-18						
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March-18						
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April-18						
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May-18						
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June-18						
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First Day for Students September 5	Student Quarter 1: Sept. 5 to Nov. 2	High School Student Conferences
New Instructional Staff Orientation August 22-25	Student Quarter 2: Nov. 6 to Jan. 18	November 8, 9 evenings only, March 20, 22 evenings only
Instructional Staff Return Session August 28-31	Student Quarter 3: Jan. 22 to Mar. 22	MS/HS - No Students Report - Staff Development Days (10/13, 11/10, 2/23, 4/20)
Staff Workday: No Students Report 11/3, 1/19, 3/23, 6/15	Student Quarter 4: Mar. 26 to Jun. 14	ACT Assessment. TBD, Juniors only with early release. No school for grades 9, 10, 12.
Early Release (11/22 & 5/25) for students & instructional staff		ACT WorkKeys. TBD, Juniors full day. Delayed start for grades 9, 10, 12.
HS Final Exams- Early Release		District Closed
Last day for graduating seniors May 30		

Updated

05/31/16

Kenosha Unified School District
Kenosha, Wisconsin

June 28, 2016

**Questions Regarding Prior/Pending Misdemeanor
and/or Felony Charges on Employment Application**

At the March 22, 2016, regular board meeting during consideration of the agenda item titled, "Discussion/Action – Policy and Rule 4332 – Criminal Background Checks" the School Board approved the following motion:

"Mr. Flood moved to approve updated Policy and Rule 4332 – Criminal Background Checks as a second reading with the stipulation that the Board would hold a discussion at one of the next two board meetings on the question on the employment application pertaining to previous criminal charges. Mr. Falkofske seconded. Motion carried. Mrs. Snyder dissenting."

Background

On February 12, 2016, Governor Scott Walker signed legislation (Assembly Bill 373) which overhauled the state civil service system limiting the state from inquiring about an applicant's criminal background on a job application, also referred to as "ban the box", and delays the inquiry until the person is certified for the position. In October 2011, Milwaukee County did the same as it relates to County employment. However, interesting to note, the law currently does not apply to Kenosha county or any educational employers.

Administration sought to learn more about the "ban the box" initiative and any potential ramifications to our school district. Both the Board and the administration are charged with the duty to provide a safe learning environment for all students. Therefore, the Office of Human Resources takes this charge seriously and until such time as the Governor mandates that assembly bill will be applied statewide to include educational employers, we must continue the practice that has been put into place to ensure the safety of our students and staff.

The administration also reached out to legal counsel, Ms. Shana Lewis from the law firm of Strang, Patteson, Renning Lewis and Lacy, sc. Ms. Lewis has provided some staggering data regarding workplace violence and more importantly guidance on understanding the Wisconsin Fair Employment Act. The following is an excerpt from Ms. Lewis:

"In March 2011, the Justice Department Bureau of Justice Statistics' (BJS) reported that more than 572,000 nonfatal violent crimes-rape, robbery, or

assault-occurred against persons age 16 or older while they were at work or on duty in 2009. In April 2013, the BJS's National Crime Victimization Survey and the Bureau of Labor Statistics' Census of Fatal Occupational Injuries, issued a report addressing workplace violence against government employees between 1994 and 2011. According to this report:

**In 2011, about 1 in 5 victims of workplace homicide was a government employee.*

**From 2002 to 2011, the annual average rate of simple assault in the workplace against government employees (18.9 per 1,000) was more than three times that of private-sector employees (4.6 per 1,000).*

**Serious violent crime accounted for a larger percentage of workplace violence against private-sector employees (25%) than government employees (15%).*

**From 2002 to 2011, about 96% of workplace violence against government employees was against state, county, and local employees, who made up 81% of the total government workforce.*

These figures are staggering considering a majority of the victims whose assailants were other coworkers and others met in the workplace. Many people feel that much of this violence could have been prevented simply by conducting background checks to determine if any potential new hires and/or others invited into the workplace had criminal records or other factors in their backgrounds that create a greater likelihood of contributing to a dangerous work environment. This is even more important in a school district environment where the District's employees interact with and often supervise minor students, who, by definition, constitute a vulnerable population.

In addition to protecting the staff, students and community members present in the District, criminal background checks can assist a school district in defending against negligent hiring claims. The legal claim Negligent Hiring is defined as the failure to use due care or action given the risk provided by the position being given. Though employers are not traditionally responsible for an employee's actions, unless under the scope of their employment, sometimes an employer may be held legally responsible if through the employer's negligence, an employee is given the opportunity to harm another person. The employer's negligence in these cases is often the failure to complete a proper criminal background check.

In the rather high profile case, an employer was forced to pay a \$26.5 million award when one of its employees, a home healthcare worker, entered a client's home and robbed and brutally murdered both the client and his grandmother. The employer had not performed a background check, which, if performed, would have revealed that the employee had

six prior felony convictions that would likely have caused them to reasonably presume that the man was a risk to work with sensitive populations. While this case is an extreme example; however, it, and other similar cases, is often referenced as the reason why effective background checks may assist employers in protecting itself against liability.

In the State of Wisconsin, the Wisconsin Fair Employment Act, Wis. Stat. § 111.31-111.395, generally prohibits an employer from making hiring or other employment decisions based upon an individual's arrest or conviction record. The WFEA explains that it is prohibited employment discrimination to terminate an individual from employment, or to discriminate in terms, conditions, or privileges of an individual's employment because of the individual's arrest record. The term arrest record includes information indicating an individual has been:

- *Questioned*
- *Apprehended*
- *Taken into custody or detention*
- *Held for investigation*
- *Arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.*

The WFEA also provides it is prohibited employment discrimination to terminate an individual from employment, or to discriminate in terms, conditions, or privileges of an individual's employment because of the individual's conviction record. The term conviction record includes information indicating that an individual has been:

- *Convicted of any felony, misdemeanor or other offense*
- *Adjudicated delinquent*
- *Less than honorably discharged*
- *Placed on probation, fined, imprisoned, or placed on extended supervision or parole by any law enforcement or military authority.*

However, it is not prohibited employment discrimination for an employer to terminate an individual from employment, or to discriminate in terms, conditions, or privileges of an individual's employment because of the individual's conviction record, if the individual has been convicted of a felony, misdemeanor, or other offense, the circumstances of which substantially relate to the circumstances of the particular job. In determining whether a substantial relationship exists, the employer must determine whether the job at issue provides a context within which a convicted person, being placed in an employment situation, offers temptations or opportunities for criminal activity similar to those present in the crime for which the individual has been convicted. It requires an

assessment of whether the tendencies and inclinations to behave a certain way in a particular context are likely to reappear in a related context. The analysis generally requires consideration of the statutory elements of the crime and the details of both the conviction and employment position.

*A few years ago, the WFEA was amended in order to add an exception for educational agencies, including public school districts. **The exception allows a school district to terminate an individual from employment, or to discriminate in terms, conditions, or privileges of an individual's employment because of the individual's conviction record, if the individual has been convicted of a felony and has not been pardoned for that felony, regardless of whether the underlying circumstances of the felony have a substantial relationship with the job at issue.***

Given the benefits to an employer associated with criminal background checks from a safety and liability standpoint, and the limitations of their use already present in the law, it is not advisable for the District to stop performing such background checks on applicants for employment, and others involved in the school district environment with supervisory responsibilities and/or the opportunity to interact with students, in particular.”

Based on the information provided by Attorney Lewis and the District’s responsibility as noted in our recently adopted Core Values statement (Safety – providing a safe learning and working environment), the administration strongly believes in ensuring the safety of every student and employee of the district. No individual should be vulnerable to any threat or act that is unwarranted towards their well-being. It is our job to protect those that may or may not have a voice.

The application for employment currently has a statement for applicants to explain or provide more information regarding convictions. Please see the form attached. Therefore, administration does not recommend any change to the current employment application.

This report is provided for discussion purposes only this evening.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Ms. Annie Petering, J.D.
Chief Human Resources Officer

WECAN Standard Application (Certified) - Page 1

Name:
Email:

Available:
Contract: Yes | No

Date Modified:
Date Printed: 05-23-2016

Present Address and Phone:

Permanent Address and Phone:

Additional Daytime Phone #'s:

Eligibility:

Are you a United States citizen OR do you have an entry permit which allows you to lawfully work in the United States? YES | NO

Position Seeking:

Type: Teacher | Administrator | Pupil Services | Substitute | Intern/Student Teacher
%: Full-Time | Part-Time | Summer

Education:

<i>School</i>	<i>Dates Attended</i>	<i>Degree</i>	<i>GPA</i>	<i>Major/Minor</i>

Credits Beyond Bachelor's Degree: *Credits Beyond Master's Degree:*

Licenses:

<i>Position/Subject (WI DPI Code)</i>	<i>Level</i>	<i>State</i>	<i>Expires</i>	<i>Expected</i>	<i>Seeking</i>

References:

<i>Name</i>	<i>Position</i>	<i>Address</i>	<i>Phone</i>

WECAN Standard Application (Certified) - Page 2

Name:

Available:

Date Modified:

Email:

Contract: Yes | No

Date Printed: 05-23-2016

Education Work Experience:

<i>Position/Subject/Grade</i>	<i>%FTE</i>	<i>Dates</i>	<i>School/Location</i>	<i>Supervisor or Coop Tchr Name/Phone</i>	<i>Stdnt Tch</i>

Years of Professional Teaching Experience:

Years of Professional Administrator Experience:

Non-Renewal:

Have you ever been non-renewed for reasons other than budgetary or program elimination? YES | NO

Other Work Experience:

<i>Position</i>	<i>Dates</i>	<i>Employer/Location</i>	<i>Supervisor Name/Phone</i>	<i>Reason for Leaving</i>

WECAN Standard Application (Certified) - Page 3

Personal Statement:

Training or Experience in Specific Educational Areas:

Activities:

WECAN Standard Application - Criminal Background

Name:

Available:

Date Modified:

Email:

Contract: Yes / No

Date Printed: 05-23-2016

Notice to Employers:

Although the Wisconsin Fair Employment Act now allows a school district to refuse to hire an applicant because of a non-pardoned felony conviction, any decision that considers an applicant's past criminal record involves certain risks.

Non-Felony Conviction: Generally speaking, the Wisconsin Fair Employment Act only allows an employer to refuse to hire an applicant on the basis of a non-felony conviction if the circumstances of the conviction substantially relate to the particular job.

Felony Conviction: The Wisconsin Fair Employment Act no longer requires that a school district prove that a non-pardoned felony conviction is substantially related to the job. Even so, employers should be aware that, like many other hiring criteria that are not expressly prohibited by law, basing employment decisions on felony conviction records could nevertheless be the basis for a discrimination claim if such decisions have a disparate or disproportionate adverse impact on members of a protected class.

Have you ever pled guilty, or no contest/nolo contendere, to or been convicted of an ordinance violation (other than minor traffic violations), misdemeanor, or felony?

☐

Do you have any pending criminal charges?

☐

If you answered yes to either of the above, please explain. Include date(s), location of court, nature and place of charge or conviction and disposition of the case.

WECAN Standard Application - Statements**Name:**
Email:**Available:**
Contract: Yes / No**Date Modified:**
Date Printed: 05-23-2016**Authorization, Release, and Certification Statement**

I authorize the Employer to investigate my personal employment history and I authorize any current/former employer, person, firm, corporation or government agency to give the Employer any information regarding my employment history.

If I should be offered a position, I understand that a criminal information records check will be conducted on me. (A criminal record does not constitute an automatic bar to employment. Non-felony convictions will be considered only if the circumstances of the conviction substantially relate to the particular job in question.)

In consideration of the Employer's review of this application, I release from all liability and/or legal claims the Employer and every person seeking or providing information, whether it be oral or written. A photocopy of this release shall be as valid as the original, and may be relied upon by all persons providing information.

Further, I certify that all information on this application is true, complete and correct to the best of my knowledge. I understand that any false or misleading statements made by me, or material omissions of information requested of me, shall constitute grounds for rejection of my application, or if employed, my immediate dismissal.

If employed, I agree to comply with all the rules and regulations of the Employer. I also understand that employment is subject to the satisfactory investigation of the application and a favorable physical examination report, including a chest x-ray or tuberculin test. I understand any false statements or misrepresentation of facts are grounds for dismissal.

I hereby certify that the statements above are true and correct to the best of my knowledge and belief.

Nondiscrimination Statement

Public School Districts in WECAN do not discriminate in hiring or other personnel decisions against individuals based on race, color, national origin, sex, age, religion, disability, sexual orientation, veteran's status, or any other characteristic protected by local, state, or federal law.

Reasonable accommodations shall be made for qualified individuals with a disability or handicap. If you need an accommodation, please contact the Human Resources Department of the Public School District to which you are applying.

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KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

June 28, 2016

**PHASE 2 ENERGY EFFICIENCY PROJECTS – PERFORMANCE
CONTRACTOR SELECTION**

Background:

At the April 25, 2016 School Board meeting, the Board approved a proposal to implement a Phase 2 series of energy efficiency projects using the energy revenue limit exemption based on the provisions in 2011 Wisconsin Act 32 and subsequent legislation. Furthermore, the Board approved an Initial Resolution on May 10 and held a Public Hearing on the projects on May 24. The following is a summary of the information provided in previous reports in April and May on this subject. The attachments from those reports are not being repeated again in this report.

Proposed Phase 2 Projects:

In light of the dramatic success of the Phase 1 Energy Efficiency Revenue Limit Exemption projects, and the amount of debt that will be retired over the next several years, we are proposing that KUSD implement a second phase of projects. This Phase 2 would consist of 3 separate projects performed over a six year period. The three projects would be performed independently of one another, each being approximately 2 years in duration. The projects would be:

- Project 1 - Bullen Middle School and Lance Middle School
- Project 2 - Tremper High School
- Project 3 - Bradford High School

Facilities Department staff members have performed detailed evaluations of the 4 schools proposed for the three projects with the help of a number of contractors, engineers and architects. The evaluations focused on energy efficiency related work as allowed by the revenue limit exemption statutes, but also included other improvements that should be performed at the same time funded by our major maintenance budget similar to what was done in Phase 1. The tables on the next two pages summarize the proposed energy efficiency scope of work. Each of the three projects would be large projects and slightly larger than the Phase 1 project, with budgets totaling:

- Bullen Middle School and Lance Middle School - \$28,493,230
- Tremper High School - \$22,105,204
- Bradford High School - \$22,406,000

One of the major benefits of the three projects would be replacing the existing mechanical systems, all which are original to the building construction. In most cases those systems are on the order of 50 years old (similar to the systems at the 9 schools in Phase 1). In addition, the replacement of the air conditioning equipment at Bradford looms as one of the major unfunded investments that the district will need to tackle soon. That equipment is over 35 years old and is at the end of its useful life. These projects would provide a number of benefits in addition to massive energy savings at the four schools. One of the most notable would be the addition of air conditioning at Tremper High School, Bullen and Lance. The statutes allow for the addition of air conditioning if the entire heating and ventilation system is being replaced due to the dramatic energy savings in those areas plus the major overlap in equipment that serves the full array of HVAC. Another major improvement would be the addition of vestibules at the main entrances to the four schools. These vestibules would provide for significant energy savings as well as improved security and an aesthetic improvement to the front of each school. These entrances in combination with window replacement projects will have a similar impact as the aesthetic appeal of the projects performed at Forest park, Grewenow, Harvey, Roosevelt and Jane Vernon.

Bullen Middle School	
Building Improvement Measure (BIM) Description	Revenue Limit Exemption Funding
HVAC & Control Replacement (including complete building A/C)	\$ 5,784,285
Lighting & Ceilings Replacement	\$ 2,032,161
Roofing Replacement & Repairs	\$ 1,882,748
New Secure Main Entrance Vestibule (Entrance 1)	\$ 1,078,658
Window & Door Replacement	\$ 772,201
Full Restroom Refurbishment	\$ 432,393
Exterior Building Envelope Improvements	\$ 369,823
Asbestos Remediation (To support HVAC and Window Projects)	\$ 295,000
Electrical System Modifications	\$ 276,848
Plumbing System Modifications	\$ 108,427
BULLEN MS - ENERGY SAVINGS PROJECT TOTAL	\$ 13,032,544

Lance Middle School	
Building Improvement Measure (BIM) Description	Revenue Limit Exemption Funding
HVAC & Control Replacement (including complete building A/C)	\$ 7,260,825
Roofing Replacement & Repairs	\$ 2,031,792
Window & Door Replacement	\$ 1,952,726
Lighting & Ceilings Replacement	\$ 1,618,969
Full Restroom Refurbishment	\$ 768,684
New Secure Main Entrance Vestibule (Entrance 1)	\$ 493,386
Plumbing System Modifications	\$ 454,766
Electrical System Modifications	\$ 445,900
Exterior Building Envelope Improvements	\$ 268,638
Asbestos Remediation (To support HVAC and Window Projects)	\$ 165,000
LANCE MS - ENERGY SAVINGS PROJECT TOTAL: \$ 15,460,686	

Tremper High School	
Building Improvement Measure (BIM) Description	Revenue Limit Exemption Funding
HVAC & Control Replacement (including complete building A/C)	\$ 11,202,820
Lighting & Ceilings Replacement	\$ 2,514,760
Window & Door Replacement	\$ 2,459,423
Electrical System Modifications	\$ 1,742,729
Plumbing System Modifications	\$ 1,498,827
Full Restroom Refurbishment	\$ 1,038,259
Roofing Replacement & Repairs	\$ 745,803
Asbestos Remediation (To support HVAC and Window Projects)	\$ 298,000
New Secure Main Entrance Vestibule (Entrance 1)	\$ 242,752
West Side Entrance Vestibule (Entrance 21)	\$ 236,151
New Vestibules (Four Academic Entrances 1, 25, 28 & 29)	\$ 125,680
TREMPER HS - ENERGY SAVINGS PROJECT TOTAL: \$ 22,105,204	

Bradford High School	
Building Improvement Measure (BIM) Description	Revenue Limit Exemption Funding
HVAC & Controls Replacement	\$ 8,587,000
Window & Door Replacement	\$ 2,999,000
Lighting & Ceilings Replacement	\$ 2,240,000
Exterior Building Envelope Improvements	\$ 1,634,000
Electrical System Modifications	\$ 1,417,000
Roofing Replacement & Repairs	\$ 1,283,000
Sprinkler System (inc. Booster Pump)	\$ 1,118,000
Full Restroom Refurbishment	\$ 1,039,000
Plumbing System Modifications	\$ 898,000
West Vestibule Addition	\$ 690,000
Asbestos Remediation (To support HVAC and Window Projects)	\$ 273,000
East Vestibule Addition	\$ 228,000
BRADFORD HS - ENERGY SAVINGS PROJECT TOTAL: \$ 22,406,000	

The budgetary cost estimates provided in the tables are based on 2016 dollars, and so some level of inflation should be used as we evaluate the projects due to the six year implementation. It is proposed that a 3% inflation factor be applied to the second project (Tremper) and a 6% inflation factor be applied to the third project (Bradford). As mentioned earlier, we will also be performing other upgrades to the schools concurrently funded by our major maintenance budget. These projects will include major flooring replacements including removal of the asbestos floor tile at Lance, replacement of casework, and in some case locker replacement and resolving problems with classroom entrances. These projects will be detailed each year as part of the capital plan proposal provided to the Board in the January-February timeframe. Another improvement that would be implemented would be the expansion of the cafeteria at Lance which would be funded by the Food Service budget (Fund 50).

Project implementation would be done very similar to Phase 1. It would start with a Request for Proposal (RFP) that we would issue to interested performance contractors. We used one performance contractor for Phase 1 because of the size of the project. We have not made any decisions on Phase 2, but expect that we may very well have more than one performance contractor involved in Phase 2 since it is three separate large projects. A final recommendation on the selection of a performance contractor(s) will be brought before the Board for approval as part of the overall approval process.

Proposed Timeline:

The following is a general timeline for Phase 2 that meets the requirements of the State Statutes as well as implementation philosophy of this being three separate projects.

1. Committee Meeting Presentation – April 12, 2016 - **COMPLETE**

2. Board Meeting Presentation – April 25, 2016 - **COMPLETE**
3. Approval of Initial Resolution – Tentatively May 10, 2016 - **COMPLETE**
4. Issue RFP for Performance Contractor – May 3, 2016 - **COMPLETE**
5. Publication of Notice to Electors (within 10 days of adoption of Initial Resolution) – May 16, 2016 - **COMPLETE**
6. Public Hearing (within 10 days of publication of Notice) – May 24, 2016 - **COMPLETE**
7. 30-day Petition Period begins the day after the Public Hearing – May 25, 2016 - **COMPLETE**
8. Final Approval by Board – June 28, 2016

Performance Contractor Selection Process:

As mentioned previously, one of the requirements of Act 32 is that a school district must complete the projects through the use of a performance contract. KUSD issued a Request for Proposal (RFP) on May 3, 2016 for the purpose of hiring a performance contractor(s) and received proposals on May 24, 2016. A total of four firms responded to the RFP, those firms were:

- CTS
- McKinstry
- Nexus
- Performance Services

Attachment 1 to this report summarizes the responses of the four firms to the key areas required in the RFP and provides a detailed fee evaluation of the four proposals. Facilities Department staff spent many hours with each of the firms submitting proposals (as well as two other firms that chose not to submit) explaining our philosophy for the projects, answering questions, clarifying scope and better understanding the capabilities and services of each of the firms.

As we evaluated the proposals, our number one priority was obtaining the best fee possible for the district. We felt comfortable in making fee such a large component of the selection process because it is our opinion that each of the four firms has an excellent reputation and is well qualified to perform the work. Other items did factor in the decision and they included the quality and completeness of the proposal, experience and reference feedback, the technical approach proposed by the firm, the quality of the energy report each firm provided, and agreement of contractual terms.

Based on our evaluation, Administration is recommending that we contract with Nexus Solutions for Projects 1 and 2 and McKinstry Essention for Project 3. This truly was not an easy decision as the proposals of all four firms were excellent and each brought a slightly different approach to the project. Nexus provided the lowest blended fee, and McKinstry was the second lowest blended fee. It was our desire not to contract all three projects with the same firm, so McKinstry, as the second lowest bidder, was allowed the opportunity to match

the Nexus blended fee for the opportunity to perform one of the projects. This recommendation is being made subject to KUSD being able to come to terms with both firms on a contract. That process is well underway, and the draft contract is provided as Attachment 2 to this report. The draft contract is based on the contract the Board approved in 2013 for the Phase 1 projects, and Administration recommends that the Director of Facilities and the Chief Financial Officer be authorized to represent the Board in finalizing and executing the contract documents associated with all three projects.

Administration Recommendation:

Administration recommends School Board approval of the performance contractor selection of Nexus Solutions for Projects 1 and 2 and McKinstry Essention for Project 3 as described in this report as well as authorizing District Administration to execute all related documents.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mr. Tarik Hamdan
Chief Financial Officer

Mr. Patrick M. Finnemore, PE
Director of Facilities

Bullen Middle School

Building Improvement Measure (BIM) Category	Estimate Including Mark-ups	Estimate Minus Mark-ups
MEP Work	\$ 8,634,114	\$ 6,475,586
HVAC & Control Replacement (including complete building A/C)	\$ 5,784,285	
Lighting & Ceiling Replacement	\$ 2,032,161	
Full Restroom Refurbishment	\$ 432,393	
Electrical System Modifications	\$ 276,848	
Plumbing System Modifications	\$ 108,427	
Exterior Envelop Work	\$ 3,024,772	\$ 2,268,579
Roofing Replacement & Repairs	\$ 1,882,748	
Window & Door Replacement	\$ 772,201	
Exterior Building Envelope Improvements	\$ 369,823	
New Secure Main Entrance Vestibule (Entrance 1)	\$ 1,078,658	\$ 808,994
Asbestos Remediation (to support HVAC and Window Projects)	\$ 295,000	\$ 250,750
BULLEN MS - ENERGY SAVINGS PROJECT TOTAL:	\$ 13,032,544	\$ 9,803,908
General Construction	\$ 800,800	\$ 600,600
Corridor Upgrades - Flooring	\$ 215,498	
Classroom Upgrades	\$ 169,698	
Auditorium Seating	\$ 86,919	
Library Upgrades	\$ 85,996	
A & E Fees	\$ 59,338	
Main Office Upgrades	\$ 58,320	
Gymnasium Upgrades	\$ 57,671	
Music Room Upgrades	\$ 38,854	
Auditorium Upgrades	\$ 28,506	
Asbestos Abatement	\$ 101,000	\$ 85,850
BULLEN MS - MAJOR MAINTENANCE PROJECT TOTAL:	\$ 901,800	\$ 686,450
BULLEN MS PROJECT TOTAL:	\$ 13,934,344	\$ 10,490,358

Lance Middle School

Building Improvement Measure (BIM) Category	Estimate Including Mark-ups	Estimate Minus Mark-ups
MEP Work	\$ 10,549,144	\$ 7,911,858
HVAC & Control Replacement (including complete building A/C)	\$ 7,260,825	
Lighting & Ceiling Replacement	\$ 1,618,969	
Full Restroom Refurbishment	\$ 768,684	
Plumbing System Modifications	\$ 454,766	
Electrical System Modifications	\$ 445,900	
Exterior Envelop Work	\$ 4,253,156	\$ 3,189,867
Roofing Replacement & Repairs	\$ 2,031,792	
Window & Door Replacement	\$ 1,952,726	
Exterior Building Envelope Improvements	\$ 268,638	
New Secure Main Entrance Vestibule (Entrance 1)	\$ 493,386	\$ 370,040
Asbestos Remediation (to support HVAC and Window Projects)	\$ 165,000	\$ 140,250
LANCE MS - ENERGY SAVINGS PROJECT TOTAL:	\$ 15,460,686	\$ 11,612,015
General Construction	\$ 1,858,396	\$ 1,393,797
Flooring Upgrades	\$ 349,141	
Door Replacement	\$ 302,146	
Classroom Entry Upgrades	\$ 237,619	
Terrazzo Flooring upgrades	\$ 204,736	
Auditorium Upgrades	\$ 137,548	
Music Department Upgrades	\$ 129,071	
Wall Tile Replacement	\$ 123,937	
A & E Fees	\$ 102,654	
Main Entry Secure Vestibule	\$ 101,728	
Auditorium Seating Upgrades	\$ 93,380	
Library Corridor Wall Tile Replacement	\$ 49,226	
Wood Flooring Upgrades	\$ 27,210	
Asbestos Abatement	\$ 218,000	\$ 185,300
LANCE MS - MAJOR MAINTENANCE PROJECT TOTAL:	\$ 2,076,396	\$ 1,579,097
LANCE MS PROJECT TOTAL:	\$ 17,537,082	\$ 13,191,112

Tremper High School

Building Improvement Measure (BIM) Category	Estimate Including Mark-ups	Estimate Minus Mark-ups
MEP Work	\$ 17,997,395	\$ 13,498,046
HVAC & Control Replacement (including complete building A/C)	\$ 11,202,820	
Lighting & Ceiling Replacement	\$ 2,514,760	
Electrical System Modifications	\$ 1,742,729	
Plumbing System Modifications	\$ 1,498,827	
Full Restroom Refurbishment	\$ 1,038,259	
Exterior Envelop Work	\$ 3,205,226	\$ 2,403,920
Window & Door Replacement	\$ 2,459,423	
Roofing Replacement & Repairs	\$ 745,803	
Asbestos Remediation (to support HVAC and Window Projects)	\$ 298,000	\$ 253,300
New Vestibules	\$ 604,583	\$ 453,437
New Secure Main Entrance Vestibule (Entrance 1)	\$ 242,752	
West Side Entrance Vestibule (Entrance 21)	\$ 236,151	
New Vestibules (Four [4] Academic Entrances 1, 25, 28 & 29)	\$ 125,680	
TREMPER HS - ENERGY SAVINGS PROJECT TOTAL:	\$ 22,105,204	\$ 16,608,703
General Construction	\$ 2,749,721	\$ 2,062,291
Science Labs Refurbishment	\$ 551,916	
1965 Locker Room Refurbishment	\$ 513,559	
Main Auditorium Refurbishment	\$ 466,384	
Room 111 Floor Infill	\$ 396,075	
Library Remodeling	\$ 188,976	
Main Entrance Vestibule	\$ 188,832	
Main 1965 Gymnasium Finishes	\$ 122,568	
Art Area Remodeling	\$ 122,233	
Face Casework Replacement	\$ 107,004	
Public Address/Clock/Bell System	\$ 68,741	
Fire Egress Correction for Pool Area	\$ 23,433	
Asbestos Abatement	\$ 253,000	\$ 215,050
TREMPER HS - MAJOR MAINTENANCE PROJECT TOTAL:	\$ 3,002,721	\$ 2,277,341
TREMPER HS PROJECT TOTAL:	\$ 25,107,925	\$ 18,886,044

Bradford High School

Building Improvement Measure (BIM) Category	Estimate Including Mark-ups	Estimate Minus Mark-ups
MEP Work	\$ 15,299,000	\$ 11,474,250
HVAC & Control Replacement	\$ 8,587,000	
Lighting & Ceiling Replacement	\$ 2,240,000	
Electrical System Modifications	\$ 1,417,000	
Sprinkler System (including Booster Pump)	\$ 1,118,000	
Full Restroom Refurbishment	\$ 1,039,000	
Plumbing System Modifications	\$ 898,000	
Exterior Envelop Work	\$ 5,916,000	\$ 4,437,000
Window & Door Replacement	\$ 2,999,000	
Exterior Building Envelope Improvements	\$ 1,634,000	
Roofing Replacement & Repairs	\$ 1,283,000	
Asbestos Remediation (to support HVAC and Window Projects)	\$ 273,000	\$ 232,050
New Vestibules	\$ 918,000	\$ 688,500
West Vestibule Addition	\$ 690,000	
East Vestibule Addition	\$ 228,000	
BRADFORD HS - ENERGY SAVINGS PROJECT TOTAL:	\$ 22,406,000	\$ 16,831,800
General Construction	\$ 2,671,033	\$ 2,003,275
Music Dept.	\$ 565,156	
Commons	\$ 534,853	
Original School Area A	\$ 504,981	
Science Areas	\$ 500,178	
Original School Area B	\$ 367,695	
New Lockers	\$ 99,749	
Pool Areas	\$ 61,273	
Cafeteria	\$ 37,148	
Asbestos Abatement	\$ 261,000	\$ 221,850
BRADFORD HS - MAJOR MAINTENANCE PROJECT TOTAL:	\$ 2,932,033	\$ 2,225,125
BRADFORD HS PROJECT TOTAL:	\$ 25,338,033	\$ 19,056,925

Three Project Totals			
MEP Work	\$ 52,479,653	\$39,359,740	
Exterior Envelop Work	\$ 16,399,154	\$12,299,366	
Asbestos Abatement	\$ 1,864,000	\$1,584,400	
New Vestibules	\$ 3,094,627	\$2,320,970	
Major Maintenance	\$ 8,079,950	\$6,059,963	
Cafeteria Expansion	\$ 462,049	\$346,537	
	\$ 82,379,433	\$61,970,975	
Lighting & Ceilings	\$ 8,405,890	\$6,304,418	
MEP minus lighting & ceilings	\$ 44,073,763	\$33,055,322	

Performance Contracting Fee (Note i.)

PERFORMANCE SERVICES, INC.	MEP Work	Envelope Work	Other Work	N/A
Fee Component	Fee Percentage	Fee Percentage	Fee Percentage	Fee Percentage
Overhead	10.00%	3.00%	3.00%	
Profit	5.00%	2.00%	2.00%	
Bond	1.00%	1.00%	1.00%	
Project Management	3.00%	1.00%	1.50%	
Design - Architectural & Engineering (Note ii)	5.00%	0.00%	5.25%	
All General Conditions (Note iii.)	3.00%	1.00%	1.00%	
Measurement & Verification (Note iv.)	1.00%	1.00%	0.00%	
Other (Note v.)	0.00%	0.00%	0.00%	
TOTAL FEE PERCENTAGE	28.00%	9.00%	13.75%	

Mark-ups on Other Work (Note vi.)

Category of Mark-up	% Mark-up	% Mark-up	% Mark-up	% Mark-up
Sub consultants (design, engineering, etc.)	0.00%	0.00%	0.00%	
Internal Labor	0.00%	0.00%	0.00%	
Equipment Supplied or Purchased	0.00%	0.00%	0.00%	
Material Supplied or Purchased	0.00%	0.00%	0.00%	
Subcontractor Labor	0.00%	0.00%	0.00%	
Subcontractor Materials or Equipment	0.00%	0.00%	0.00%	

Notes:

i. The percentages provided shall be bid as a percentage of the total project cost (based on the cost estimates provided in Section 2). The TOTAL FEE PERCENTAGE should be the sum of the individual values listed above it.

ii. The design – architectural & engineering fee should be a blended average based on the breakdown of the scopes of work provided in Section 2. Also provide in TAB 7 a detailed list of the design fees that make up the blended average including fees for HVAC, lighting, etc. whether in-house or outsourced as well as fees from Insite Consulting Architects (ICA) and Environmental Management Consulting (EMC) for exterior envelop and asbestos abatement design activities.

iii. Please provide a list in TAB 7 that includes all general condition categories that you expect to be reimbursed for along with an affirmation that they are included in the percentage you provide. You will not be able to collect any additional general conditions not included in your proposal.

iv. Your measurement and verification fee percentage should be based on the information you provide in TAB 8 (see PART 2 below)

v. Please list any other components of your fee along with a description of that component.

vi. Provide your company's proposed maximum allowable mark-ups for each category, if any (the use of margins instead of mark-ups is not acceptable). Use only the categories provided and provide a written description as necessary to explain your proposal. Ranges for mark-ups are not acceptable.

Performance Contracting Fee (Note i.)

NEXUS SOLUTIONS	Asbestos Work	Envelope Work	Major Maint Work	RLE Work
Fee Component	Fee Percentage	Fee Percentage	Fee Percentage	Fee Percentage
Overhead	0.00%	2.00%	3.00%	4.00%
Profit	0.00%	1.00%	2.00%	3.00%
Bond	0.00%	1.00%	1.00%	1.00%
Project Management	2.00%	2.00%	6.00%	6.50%
Design - Architectural & Engineering (Note ii)	15.00%	10.00%	5.50%	8.00%
All General Conditions (Note iii.)	0.00%	0.00%	0.00%	0.00%
Measurement & Verification (Note iv.)	0.00%	0.10%	0.00%	0.50%
Other (Note v.)	0.00%	0.00%	0.00%	0.00%
TOTAL FEE PERCENTAGE	17.00%	16.10%	17.50%	23.00%

Mark-ups on Other Work (Note vi.)

Category of Mark-up	% Mark-up	% Mark-up	% Mark-up	% Mark-up
Sub consultants (design, engineering, etc.)	0.00%	0.00%	0.00%	0.00%
Internal Labor	0.00%	0.00%	0.00%	0.00%
Equipment Supplied or Purchased	0.00%	0.00%	0.00%	0.00%
Material Supplied or Purchased	0.00%	0.00%	0.00%	0.00%
Subcontractor Labor	0.00%	0.00%	0.00%	0.00%
Subcontractor Materials or Equipment	0.00%	0.00%	0.00%	0.00%

Notes:

i. The percentages provided shall be bid as a percentage of the total project cost (based on the cost estimates provided in Section 2). The TOTAL FEE PERCENTAGE should be the sum of the individual values listed above it.

ii. The design – architectural & engineering fee should be a blended average based on the breakdown of the scopes of work provided in Section 2. Also provide in TAB 7 a detailed list of the design fees that make up the blended average including fees for HVAC, lighting, etc. whether in-house or outsourced as well as fees from Insite Consulting Architects (ICA) and Environmental Management Consulting (EMC) for exterior envelop and asbestos abatement design activities.

iii. Please provide a list in TAB 7 that includes all general condition categories that you expect to be reimbursed for along with an affirmation that they are included in the percentage you provide. You will not be able to collect any additional general conditions not included in your proposal.

iv. Your measurement and verification fee percentage should be based on the information you provide in TAB 8 (see PART 2 below)

v. Please list any other components of your fee along with a description of that component.

vi. Provide your company's proposed maximum allowable mark-ups for each category, if any (the use of margins instead of mark-ups is not acceptable). Use only the categories provided and provide a written description as necessary to explain your proposal. Ranges for mark-ups are not acceptable.

Performance Contracting Fee (Note i.)

McKINSTRY	All Scope			
Fee Component	Fee Percentage	Fee Percentage	Fee Percentage	Fee Percentage
Overhead	5.00%			
Profit	4.00%			
Bond	Included			
Project Management	4.00%			
Design - Architectural & Engineering (Note ii)	5.00%			
All General Conditions (Note iii.)	1.00%			
Measurement & Verification (Note iv.)	1.00%			
Other (Note v.)	0.00%			
TOTAL FEE PERCENTAGE	20.00%			

Mark-ups on Other Work (Note vi.)

Category of Mark-up	% Mark-up	% Mark-up	% Mark-up	% Mark-up
Sub consultants (design, engineering, etc.)	0.00%	0.00%	0.00%	
Internal Labor	0.00%	0.00%	0.00%	
Equipment Supplied or Purchased	0.00%	0.00%	0.00%	
Material Supplied or Purchased	0.00%	0.00%	0.00%	
Subcontractor Labor	0.00%	0.00%	0.00%	
Subcontractor Materials or Equipment	0.00%	0.00%	0.00%	

Notes:

i. The percentages provided shall be bid as a percentage of the total project cost (based on the cost estimates provided in Section 2). The TOTAL FEE PERCENTAGE should be the sum of the individual values listed above it.

ii. The design – architectural & engineering fee should be a blended average based on the breakdown of the scopes of work provided in Section 2. Also provide in TAB 7 a detailed list of the design fees that make up the blended average including fees for HVAC, lighting, etc. whether in-house or outsourced as well as fees from Insite Consulting Architects (ICA) and Environmental Management Consulting (EMC) for exterior envelop and asbestos abatement design activities.

iii. Please provide a list in TAB 7 that includes all general condition categories that you expect to be reimbursed for along with an affirmation that they are included in the percentage you provide. You will not be able to collect any additional general conditions not included in your proposal.

iv. Your measurement and verification fee percentage should be based on the information you provide in TAB 8 (see PART 2 below)

v. Please list any other components of your fee along with a description of that component.

vi. Provide your company's proposed maximum allowable mark-ups for each category, if any (the use of margins instead of mark-ups is not acceptable). Use only the categories provided and provide a written description as necessary to explain your proposal. Ranges for mark-ups are not acceptable.

Performance Contracting Fee (Note i.)

CTS GROUP	RLE Work	MM Work	N/A	N/A
Fee Component	Fee Percentage	Fee Percentage	Fee Percentage	Fee Percentage
Overhead				
Profit				
Bond				
Project Management				
Design - Architectural & Engineering (Note ii)				
All General Conditions (Note iii.)				
Measurement & Verification (Note iv.)				
Other (Note v.)				
TOTAL FEE PERCENTAGE				

Mark-ups on Other Work (Note vi.)

Category of Mark-up	% Mark-up	% Mark-up	% Mark-up	% Mark-up
Sub consultants (design, engineering, etc.)	0.00%	0.00%	0.00%	
Internal Labor	0.00%	0.00%	0.00%	
Equipment Supplied or Purchased	0.00%	0.00%	0.00%	
Material Supplied or Purchased	0.00%	0.00%	0.00%	
Subcontractor Labor	0.00%	0.00%	0.00%	
Subcontractor Materials or Equipment	0.00%	0.00%	0.00%	

Notes:

i. The percentages provided shall be bid as a percentage of the total project cost (based on the cost estimates provided in Section 2). The TOTAL FEE PERCENTAGE should be the sum of the individual values listed above it.

ii. The design – architectural & engineering fee should be a blended average based on the breakdown of the scopes of work provided in Section 2. Also provide in TAB 7 a detailed list of the design fees that make up the blended average including fees for HVAC, lighting, etc. whether in-house or outsourced as well as fees from Insite Consulting Architects (ICA) and Environmental Management Consulting (EMC) for exterior envelop and asbestos abatement design activities.

iii. Please provide a list in TAB 7 that includes all general condition categories that you expect to be reimbursed for along with an affirmation that they are included in the percentage you provide. You will not be able to collect any additional general conditions not included in your proposal.

iv. Your measurement and verification fee percentage should be based on the information you provide in TAB 8 (see PART 2 below)

v. Please list any other components of your fee along with a description of that component.

vi. Provide your company's proposed maximum allowable mark-ups for each category, if any (the use of margins instead of mark-ups is not acceptable). Use only the categories provided and provide a written description as necessary to explain your proposal. Ranges for mark-ups are not acceptable.

Performances Services

Attachment 1

Work Area	Cost Estimate	Net Construction	Fees	Net Fee
MEP Work	\$ 52,479,653	\$39,359,740	0.2750	\$10,823,928.43
Exterior Envelop Work	\$ 16,399,154	\$12,299,366	0.0850	\$1,045,446.07
Asbestos Abatement	\$ 1,864,000	\$1,584,400	0.0000	\$0.00
New Vestibules	\$ 3,094,627	\$2,320,970	0.1325	\$307,528.56
Major Maintenance	\$ 8,079,950	\$6,059,963	0.1325	\$802,945.03
Cafeteria Expansion	\$ 462,049	\$346,537	0.1325	\$45,916.12
SUBTOTAL				\$13,025,764.21
EMC Asbestos Services			0.1500	\$237,660.00
ICA Envelope Services			0.1000	\$1,229,936.55
TOTAL	\$ 82,379,433	\$61,970,975		\$14,493,360.76

General Notes:

1. Net Construction = Cost Estimate x 75% for all work except asbestos. Asbestos x 85%
2. EMC asbestos services estimated at 15%
3. ICA envelope services estimated at 10%

Performance Contractor Specific Notes:

1. A&E estimate of 5.25% was included in PC fee, so not added a second time by me
2. Since evaluating all 3 projects, the 0.5% discount was applied in this estimate

Net Fee without 25% assumption

PSI Provided:

Bradford	\$4,282,177.00
Bullen	\$2,352,916.00
Lance	\$2,942,662.00
Tremper	\$4,599,653.00

Calculated:

EMC Fee	\$243,130.43
ICA Fee	\$1,383,894.85

\$15,804,433.29

Blended Fee 19.18%

Work Area	Cost Estimate	Net Construction	Fees	Net Fee
MEP Work	\$ 52,479,653	\$39,359,740	0.2300	\$9,052,740.14
Exterior Envelop Work	\$ 16,399,154	\$12,299,366	0.0610	\$750,261.30
Asbestos Abatement	\$ 1,864,000	\$1,584,400	0.0200	\$31,688.00
New Vestibules	\$ 3,094,627	\$2,320,970	0.2300	\$533,823.16
Major Maintenance	\$ 8,079,950	\$6,059,963	0.1750	\$1,060,493.44
Cafeteria Expansion	\$ 462,049	\$346,537	0.1750	\$60,643.93
SUBTOTAL				\$11,489,649.96
EMC Asbestos Services			0.1500	\$237,660.00
ICA Envelope Services			0.1000	\$1,229,936.55
TOTAL	\$ 82,379,433	\$61,970,975		\$12,957,246.51

General Notes:

1. Net Construction = Cost Estimate x 75% for all work except asbestos. Asbestos x 85%
2. EMC asbestos services estimated at 15%
3. ICA envelope services estimated at 10%

Performance Contractor Specific Notes:

1. A&E estimate of 5.25% was included in PC fee, so not added a second time by me
2. Cafeteria Expansion was calculated at 17.5% fee per Mike David

Net Fee without 25% assumption*Calculated:*

MEP	\$9,813,268.45
Envelope	\$942,835.43
Asbestos	\$36,549.02
New Vestibules	\$578,670.09
Major Maint	\$1,203,396.81
Cafeteria	\$68,815.81
EMC Fee	\$238,974.36
ICA Fee	\$1,412,502.50

\$14,295,012.46

Blended Fee	17.35%
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Work Area	Cost Estimate	Net Construction	Fees	Net Fee
Calculation Based on Proposal				
MEP Work	\$ 52,479,653	\$39,359,740	0.2000	\$7,871,947.95
Exterior Envelop Work	\$ 16,399,154	\$12,299,366	0.2000	\$2,459,873.10
Asbestos Abatement	\$ 1,864,000	\$1,584,400	0.0000	\$0.00
New Vestibules	\$ 3,094,627	\$2,320,970	0.2000	\$464,194.05
Major Maintenance	\$ 8,079,950	\$6,059,963	0.2000	\$1,211,992.50
Cafeteria Expansion	\$ 462,049	\$346,537	0.2000	\$69,307.35
SUBTOTAL				\$12,077,314.95
EMC Asbestos Services			0.1500	\$237,660.00
ICA Envelope Services			0.1000	\$1,229,936.55
Arch Fees - Vestibules			0.0525	\$140,044.12
TOTAL	\$ 82,379,433	\$61,970,975		\$13,684,955.62

General Notes:

1. Net Construction = Cost Estimate x 75% for all work except asbestos. Asbestos x 85%
2. EMC asbestos services estimated at 15%
3. ICA envelope services estimated at 10%

Performance Contractor Specific Notes:

1. A&E estimate of 5.25% was added for new vestibules and cafeteria expansion to allow for comparison against other bids

Net Fee without 25% assumption*Calculated:*

MEP	\$8,746,608.83
Envelope	\$2,733,192.33
New Vestibules	\$515,771.17
Major Maint	\$1,346,658.33
Cafeteria	\$77,008.17
EMC Fee	\$243,130.43
ICA Fee	\$1,366,596.17
Arch fees	\$155,604.58

\$15,184,570.01

Blended Fee	18.43%
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Work Area	Cost Estimate	Net Construction	Fees	Net Fee
MEP Work	\$ 52,479,653	\$39,359,740		
Exterior Envelop Work	\$ 16,399,154	\$12,299,366		
Asbestos Abatement	\$ 1,864,000	\$1,584,400		
New Vestibules	\$ 3,094,627	\$2,320,970		
Major Maintenance	\$ 8,079,950	\$6,059,963		
Cafeteria Expansion	\$ 462,049	\$346,537		
SUBTOTAL				
EMC Asbestos Services			0.1500	
ICA Envelope Services			0.1000	
TOTAL	\$ 82,379,433	\$61,970,975		

Total Fees	
Middle Schools	\$6,454,387.00
Tremper	\$5,233,398.00
Bradford	\$5,308,787.00

\$16,996,572.00

General Notes:

1. Net Construction = Cost Estimate x 75% for all work except asbestos. Asbestos x 85%
2. EMC asbestos services estimated at 15%
3. ICA envelope services estimated at 10%

Performance Contractor Specific Notes:

1. A&E estimate of 5.25% was included in PC fee, so not added a second time by me
2. EMC and ICA fees also included in PC totals, so not added a second time by me
3. CTS bid included hard numbers so no calculation needed by me

Blended Fee 20.63%

Energy Project Summary - KUSD Bid 4810 - F
Facilities Services Department
June 28, 2016

	COMPANY			
	Performance Services	Nexus Solutions	McKinstry Essention LLC	CTS Group Control Technology & Solutions Group, Inc.
Key Individuals	Bob Wede Dale Bozell Cary Hamman	Michael David Brent Jones Hans Noel	Kevin Korn Matt DeMeuse - Regional Dir. Mayur Patel, Sean Currie, Jim Miller, Bob Fuls	Doug McMahan - Chicago Robert Bennett - Managing Partner Yuriy Indman, PE Tim McCarthy, PE John Mihulka, PE Jamie Frausto, ME
Firm Profile/Experience				
Years in Business	18 Years	4 years	56 Years	15 Years
PC Experience	18 Years	20 Years	16 Years	15 Years
Energy Experience	312 Projects	19 listed in RFP	1,200 Projects	220 Projects
References				
Bank	Key Bank, Indianapolis, IN	Fox River State Bank	Key Bank Commercial Banking	Commerce Bank
Bonding Company	Pillar Group	Holmes Murphy	HUB International NW	J.W. Terrill
Clients	Nicolet HS, Greenfield Central Community Schools, Noblesville Middle School, MSD Perry Township, Warsaw Community Schools.	Baldwin-Woodville, Big Foot, Chilton, Clear Lake, Greenfield, La Crosse, Neceddah, Salem, Twin Lakes , Wausau	Oshkosh, Green Bay, Marshall Beloit, Madison, Monona Grove, UW-Eau Claire, UW-Platteville Medical College of Wisconsin	Edgar School Dist., First Wisconsin project. Jacksonville S.D., East Moline S.D. Tekamah-Herman S.D., Lake Land College,
Current Total Under Contract	\$156,770,989	\$200,000,000	\$40,000,000	\$79,881,641.00
Litigation	None	None	None	None in five years
Technical Approach	Detailed general summary of each building. Strategic Approach, Accountability, Talent & Expertise, Project Tools, Customer Satisfaction	Will offer enhancements to our scope for additional energy savings. Provided examples of items to consider	Offered ideas of additional scope to increase savings at each of the buildings.	Detailed general summary of each building: Facility Audit with Life Cycle Analysis, Utility and Building Survey
Consultants	ICA (architectural, envelope & Roofing) & EMC In House MEP Engineering	In House MEP Engineering.	In House MEP Engineering. Willing to work with PID, Camosy and Riley	ICA (architectural, envelope & Roofing) & EMC.
Report				
Completeness/Level of Detail	Comprehensive response, High level of detail per building	Comprehensive response, High level of detail per building	Comprehensive response, High level of detail per building	Comprehensive response, lacking some detail building information in the report
M & V Approach	Option "C" yrs. 1 & 3. M&V Guidelines for Federal Energy Projects Version 3.0	Option A to D of the IPMVP M&V Guidelines for verification of savings using ASHRAE methods	M&V Workshop to discuss each building Facility Improvement Measures (FIM)	Option "C" yrs. 1 & 3, Option A for remaining 18. Metrix Computer Software - Regression Analysis Methodology
O & M Annual Savings	Bullen:\$37,287 Lance:\$35,069 Tremper:\$90,104 Bradford:\$95,103	Bullen:\$659,297 Lance:\$854,568 Tremper:\$1,233,817, Bradford:\$1,180,019	Bullen:\$716,789 lance:\$850,337 Tremper:\$1,495,145 Bradford:\$1,380,935	Bullen:\$627,623 Lance:\$617,900 Bradford:\$861,000 Tremper Not Included
Preliminary Guaranteed Annual Savings	Bullen:\$33,558 Lance:\$36,982 Tremper:\$102,649 Bradford:\$114,079	Bullen:\$34,453 Lance:\$39,255 Tremper:\$90,242 Bradford:\$99,088	Bullen:\$60,969 Lance:\$45,343 Tremper:\$119,250 Bradford:\$113,750	Bullen:\$35,600 Lance:\$15,950, Tremper and Bradford not included
M & V	\$6,180.00 - \$10,521.00 pr year	\$9,373 pr year	Wolinski & Assoc.	\$3000.00 - \$5000.00 pr year.
Self Performed Work	Planning Services, MEP Engineering, A&E Services, Energy Audit. PM, CM, M&V, Control and Commissioning	Planning Services, Design Engineering, Energy Engineering, C.M., M&V, Commissioning	Planning Services, Energy Auditing, Design/ Controls Engineering, Utility Data Analysis, C.M., M&V, Commissioning.	Commissioning, M & V, BAS Programming & Material Purchasing
Contract Language	None	Initial review does not have any suggested revisions. Term and conditions will be reviewed at time of scope finalization	Amend Section 21 Bond Language(Review). Section 25 Indemnification, Section 28 Waiver of Consequential Damages, Section 39(d) OWP	Amendment to the WAIVER OF CONSEQUENTIAL DAMAGE

Energy Savings Performance Contract

This **CONTRACT** is made as of the ____ day of July 2016, by and between Kenosha Unified School District, a Wisconsin fiscally independent government unit ("Owner") and _____ ("Contractor"), concerning the following:

Owner: Kenosha Unified School District
3600 52nd Street
Kenosha, Wisconsin 53144 ("Owner")

**Qualified Provider/
Contractor:** _____

_____ ("Contractor")

Project: KUSD Performance Contract Services RFP #4810-F

Scope of Work: The performance contract services as set forth in the Contractor's Proposal attached hereto as Exhibit A and made a part hereof in response to the Owner's Request for Proposal, Bid No. 4810-F attached hereto as Exhibit E and made a part hereof, including the Roofing, Exterior Wall Renovations, Lighting Upgrade, Mechanical Upgrade, Plumbing Upgrade, Electrical Upgrade, Direct Digital Control (DDC) System Installation, Vestibule Additions and Window Replacement Work as described therein, for school(s) owned and operated by the Owner and known as _____.

Contract Price: _____ (\$_____).

Terms of Payment: Monthly progress based payments.

Exhibits: "A": Contractor Proposal (dated May 24, 2016)
"B": Improvement List
"C": Performance Guarantee Agreement ("Guarantee")
"D": Plans and Specifications
"E": Owner's Request for Proposal, Bid No. 4810-F
"F": Schedule
"G": Owner's Procedures and Policies
"H": Asbestos Remediation Report on Work to be Performed

Owner and Contractor agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.** Contractor shall provide Owner with the work and the services set forth in this Contract (the "Work") pursuant to the Plans and Specifications, attached hereto as Exhibit D and made a part hereof, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Contractor shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. Contractor shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work and Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner and Contractor will mutually agree upon any required field utilities or other work, equipment or services to be provided by Owner. In resolving conflicts, errors, discrepancies and disputes concerning the Work to be performed by Contractor, Contractor the Improvement List attached hereto as Exhibit B and made a part hereof, and Contractor's plan notes and scope documents generated therefrom, shall be given precedence over all other documents. Although the Owner may make direct purchases of materials and equipment, Contractor represents that it will be responsible for those materials and equipment in the same manner and to the same extent that it would be responsible under this Contract for materials and equipment it purchases.
2. **CONTRACT DOCUMENTS.** The Contract is comprised of the following: (1) this Energy Savings Performance Contract, including Exhibits or Attachments; (2) All written modifications, addenda, amendments, scope modifications or additions to this Agreement; and 3) the Performance Guarantee Agreement ("Guarantee"); (collectively referred to as the "Contract" or the "Contract Documents")..
3. **MUTUAL OBLIGATIONS.** Owner and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract. Owner shall, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate Contractor's timely and efficient performance of the Work and so as not to delay or interfere with Contractor's performance of its obligations under this Contract.
4. **CONTRACT PRICE AND PAYMENT.** The total price for the Work shall be as set forth above subject to adjustments as set forth herein. Contractor shall submit monthly pay applications or billings for progress payments to Owner ten (10) days in advance of any board meeting necessary for approval of such progress payments. The pay applications shall include a schedule of values, lien waiver of the Contractor, conditional lien waivers of all subcontractors of any tier for the current month subject only to payment, unconditional lien waivers of all subcontractors of any tier for payments made in the prior month. (Within five (5) days of approval of the respective monthly progress payment, Owner shall pay Contractor the monthly progress payment. Such monthly progress payments shall include the value of work completed plus the amount of materials and equipment suitably stored, either on-site or off-site the previous month (subject to Owner's prior written approval to store materials and equipment off-site in a secure site and subject to a limitation that the value of the materials and equipment shall not exceed the value insured by Owner's insurance), less the aggregate of previous payments to Contractor. Final payment, constituting the entire unpaid balance for the Work, shall be due 30 days after the Work described in this Contract is substantially complete, except for 150% of the value of any agreed upon punch list items remaining at that time. Substantial completion is defined as the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Work for its intended use. Any amounts withheld for punch list shall be due 30 days after the punch list items are completed. In the event that Owner fails to make any monthly progress payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to Owner, Contractor shall be entitled to stop work without prejudice to any other remedy it may have, and Owner shall be responsible to Contractor for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, Contractor and Owner agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on Owner's operations of its facility. All sums not paid when due shall bear interest at the rate of prime rate as reported by the Wall Street Journal from due date until paid or the maximum legal rate permitted by law whichever is less; and Contractor is entitled to recover all costs of collection, including Contractor's reasonable attorney fees, from Owner.
5. **ACCESS TO JOB-SITE.** Owner and Contractor shall mutually agree upon the access to the jobsite necessary to perform the Work. The Owner shall complete the preparation of certain portions of the work areas by performing the asbestos remediation described in Exhibit D, attached hereto and made a part hereof as Exhibit H, so the work areas are acceptable

for Contractor's Work under this Contract. Contractor and Owner will cooperate with each other to coordinate such access and preparation of the work areas. Contractor will not be called upon to start work until the mutually agreed upon access to the jobsite is provided and until sufficient areas are ready to ensure continued work until job completion. The performance of Contractor's Work is contingent upon such agreed access to the job site and to the areas whereby Contractor is to perform its work.

6. **SCHEDULE.** The Schedule is attached hereto as Exhibit F and made a part hereof, which a reasonable time in which to commence and complete the performance of the Work under this Contract ("Contract Time"). Contractor shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of Contractor or those for whom the Contractor is responsible, or due to any act, omission or neglect of Owner or anyone under Owner's control, including but not limited to: delays, hindrances or interferences caused by Owner, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; concealed or unknown subsurface conditions, hazardous conditions, changes ordered in the Work, armed conflict or economic dislocation resulting there from; embargos, shortages of labor, equipment or materials, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God.
7. **WARRANTY.** Contractor warrants that materials and equipment furnished by Contractor (or by the Owner through direct purchases) will be of good quality and new; free from all liens, that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as Contractor in performing work for projects of the same type, kind, nature, complexity and size as the Work, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. Contractor warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of TWO YEARS from the Substantial Completion Date ("Warranty Period"). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During the Warranty Period, upon fourteen days (14) written notice from Owner, Contractor shall, at its option, repair or replace the defective Work at its sole cost. Contractor's warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. Contractor shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work.

Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Contractor will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and shall provide the original warranties to Owner prior to Substantial Completion. Notwithstanding anything to the contrary in this section, nothing in this Contract shall abridge Owner's remedies for the breach of defective or non-conforming Work or breach of this Contract, or shorten the time allowed under Wisconsin law to bring an action to recover damages for such defaults, provided that Contractor's liability for materials and equipment shall be limited in time and scope to the terms of the warranty under this Section and any manufacturer's warranty. Owner shall assign the rights to pursue a manufacturer's warranty claim to Contractor if it makes a claim against Contractor for materials or equipment covered by such warranty. Contractor, as part of its Scope of Work, at no extra cost, shall physically inspect and review the performance of the Work twenty-two (22) months after the commencement of the warranty provided in this Section. Contractor shall inform Owner of any repairs, modifications or replacements that should be made under the warranty.

8. **OWNER SCOPE MODIFICATIONS.** Contractor agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that Owner modifies the scope of the Work and directs Contractor to perform any additional or extra work outside of the Scope of Work as set forth above, the Contract Price and Contract Time shall be adjusted accordingly. Contractor shall not be obligated to perform scope modifications, including additional or extra work, unless Contractor shall receive a written directive, signed by an authorized representative of Owner; provided, that work performed without the written directive of Owner, but made necessary by an emergency involving an immediate threat to the safety of persons or property, or the non-performance of which would impair the efficiency, scheduling or coordination of the work of Owner, Contractor or Contractor's subcontractors, shall nevertheless serve as a basis for revising the Contract Price or Contract Time in accordance with this

paragraph, unless the cause of the circumstances requiring such action resulted from Contractor's negligence or the negligence of anyone for whom it is responsible. The amount to be paid by Owner to Contractor for any scope modifications, including additional or extra work, or the amount to be allowed by Contractor, shall be determined as provided under the terms of the Contract, except, notwithstanding any provisions to the contrary in the Contract, Contractor shall be entitled to an allowance of ten percent (10%) for overhead and an allowance of five percent (5%) for profit, in addition to its actual costs for materials and labor on all scope modifications, including additional or extra work.

9. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards, provided Contractor shall get written approval of the Owner prior to accepting any materials with such variances.
10. **TAXES, PERMITS, AND FEES.** Contractor shall be responsible for obtaining all permits and related permit fees associated with the Work. Contractor shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. Owner shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable.
11. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Work-specific technical materials and requirements for the Work which may describe Owner's program requirements and objectives for the Work, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Work, site and expandability requirements, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts, submittal requirements and other requirements governing the Work (defined herein collectively as "Owner Project Criteria"), then Contractor shall have the right to rely on the information contained in Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications. Contractor shall review the Owner Project Criteria and inform the Owner in writing if it recognizes that they are incorrect, not compliant with applicable law or not easily constructible in the ordinary course of building.
12. **OWNER SERVICES AND INFORMATION.** Owner shall provide, at its own cost and expense, for Contractor's information and use the following, all of which Contractor is entitled to rely upon in performing the Work at and for each school identified in the Scope of the Work: (1) To the extent available, as-built and record drawings of any existing structures at each school that are part of the Site, which Contractor acknowledges have either been provided or Contractor has had the opportunity to inspect at the Site; (2) To the extent available, environmental studies, reports and impact statements describing the structural and mechanical systems, chemical, air and water pollution and environmental conditions, including Hazardous Conditions, in existence at each school that are part of the Site, which Contractor acknowledges have either been provided or Contractor has had the opportunity to inspect at the Site; and (3) any other mutually agreed upon services and information.
13. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the Work at each school that are part of the Site and identified in the Scope of Work, excluding state and local permits and design releases being furnished by Contractor pursuant to Paragraph 10, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions at each school that are part of the Site are such that the Work is ready to be started in normal course, except as identified to be remediated pursuant to Paragraph 5; (iii) there are no concealed or unknown subsurface conditions in the existing structures at each school that are part of the Site and there are no unusual soil or subsurface conditions at each school that are part of the Site and the areas where the Work is to be installed; (iv) if the Work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit Contractor to perform the Work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; (v) it is owner of each school that are part of the Site; and, (vi) all tap in, connection and other types of fees and charges have been fully paid at each school that are part of the Site.
14. **FINANCIAL ASSURANCES.** If requested by Contractor, Owner shall furnish reasonable evidence satisfactory to Contractor, prior to signing this Contract, or any time thereafter if Owner fails to make a timely progress payment, that sufficient funds are available and committed for the entire cost of the Work, including payment in full of the Contract

Price. If Contractor elects to proceed with the Work without having received such evidence, it may stop the Work upon ten days' notice if such evidence has not been furnished within five days after such request.

15. **CLEANUP.** Contractor shall keep the Site and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, Contractor shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. Contractor agrees at all times to keep the Site clean of debris arising out of its own operations, and Owner shall in no event back charge Contractor for Owner's cleanup costs without Contractor's written consent.
16. **SAFETY.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. However, any safety obligation of Contractor is owed solely to the Owner, and neither the Owner nor Contractor intends as a result of this Contract to be held to be responsible for the safety of Contractor's Subcontractors or Sub-Subcontractors or employees working on the Project. Any obligations of Contractor under this Paragraph are not intended in any way to relive any of Contractor's subcontractors, suppliers or second or third tier subcontractors and suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
17. **HAZARDOUS MATERIALS.** Unless specifically noted in the Contract, Contractor is not responsible for any Hazardous Conditions, Materials or Substances (as such terms may be defined by statute, ordinance or regulation) encountered on the Site except to the extent such Hazardous Conditions, Materials or Substances are brought onto the Site by Contractor or released onto the Site as a result of Contractor's performance of the Work, in which case Contractor shall be solely responsible for all abatement, cleanup control, removal or disposal of such Hazardous Conditions, Materials or Substances and remediation of the Site. Unless specifically noted in the Contract, Contractor's obligations expressly exclude any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Conditions, Materials or Substances, including but not limited to asbestos in or on the premises. Upon encountering any Hazardous Conditions, Materials or Substances, Contractor will stop work until Owner takes the necessary measures necessary to ensure that the Hazardous Conditions, Materials or Substances have been remediated or rendered harmless. Such measures and remediation are the responsibility of Owner, not Contractor.
18. **CONTRACTOR INSURANCE.** Prior to commencing the Work, Contractor shall provide a true, correct and complete copy of its insurance policies, certified by an officer, with all endorsements showing its insurance coverage and naming Owner as an additional insured and loss payee, and Contractor shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
> General Aggregate	\$2,000,000
> Product & Completed Operations Aggregate	\$2,000,000
> Personal & Advertising Injury	\$1,000,000
> Each Occurrence	\$1,000,000
> Workers Compensation	\$500,000/\$500,000/\$500,000
> Umbrella Policy in addition to individual coverage	\$10,000,000.

19. **OWNER'S INSURANCE.** Owner shall procure and maintain Builder's Risk insurance upon the Work and Site in an amount equal to the total value of the entire Work and Site, including the Work, on all real and personal property (except for the personal property, including equipment and tools, owned or rented by the Contractor or anyone for whom it is responsible, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance shall insure against the risks and perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, airborne property, debris removal and other perils or causes of loss, including physical loss or damage to the Work and any materials or equipment, at the Site. Owner shall also purchase and maintain such mechanical breakdown insurance including startup and testing, as may be required or necessary, which shall include the interests of Owner and Contractor.

Each insurance policy shall name Owner as an insured and Contractor as an additional insured and loss payee, as appropriate, and shall contain a clause requiring the insurer to give Contractor at least thirty (30) days prior written notice of any alteration in the terms of such policy. The proceeds of any such policies shall be payable to Owner and Contractor as their interests may appear. Upon acceptance of the Work, and upon each insurance renewal date, Owner shall deliver to Contractor a certificate evidencing such insurance upon request of Contractor. In the event of any loss, damage, injury or accident involving the Work, Owner shall promptly provide Contractor with written notice thereof and make available to Contractor all information and documentation relating thereto.

20. **MUTUAL WAIVER OF SUBROGATION.** Owner and Contractor mutually waive all rights against each other for damages covered by insurance provided under Paragraph Nos. 19 and 20 and herein, except such rights as they may have to the proceeds of such insurance held by Owner and Contractor as trustees. Contractor shall require similar waivers from its subcontractors.
21. **BONDS.** Prior to commencement of the Work, Contractor shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Contract is executed. The bond or bonds will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.

Contractor shall also execute and deliver to Owner an Energy Savings Performance Bond from the same bonding company not less than 10 days prior to the commencement of the coverage of the Performance Guaranty Agreement. The Energy Savings Performance Bond shall assure the faithful performance of the annual Guaranteed Savings Amount, ("GSA") as provided in the Performance Guarantee Agreement (the "Guarantee"). The Energy Savings Performance Bond shall only be required to cover a two year portion of the GSA; provided, however, Contractor shall be responsible to have an Energy Savings Performance Bond in place throughout the Guarantee, subject to the terms and conditions of the Guarantee.

Contractor shall place sufficient monies into an interest bearing escrow account for the purpose of paying the premiums for the Energy Savings Performance Bond through the last year of the Guarantee. Escrow account funds shall only be used for the purpose of paying said premiums while the Guarantee is in effect. If the escrow becomes depleted of funds prior to the last Energy Savings Performance Bond being executed, Contractor shall provide additional funding to the escrow account as required. After the Guarantee has been fully satisfied, any funds remaining in the escrow account shall revert to Contractor.

Contractor shall not grant a security interest in the performance guarantee or such escrow account with anyone other than the Owner.

22. **OWNER'S REPRESENTATIVES.** Owner designates the following individuals as its Owner's representatives (the "Owner's Representatives"), who together have the authority to sign, execute and issue all documents or documentation on behalf of Owner, and otherwise bind Owner with respect to all matters requiring Owner's decision or approval:

Name:	Patrick Finnemore
Title:	Director of Facilities
Address:	3600 – 52 nd Street, Kenosha, WI 53144
Phone:	(262) 359-7757
Fax:	
Email:	pfinnemo@kUSD.edu

Owner's Representatives shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations under this Contract. Owner's Representatives shall also provide Contractor with prompt notice if it observes any failure on the part of Contractor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

23. **CONTRACTOR'S REPRESENTATIVE.** Contractor designates the following individual as its representative (the "Contractor Representative"), who has authority to sign, execute and issue all documents or documentation on behalf of Contractor, and otherwise bind the Contractor with respect to all matters requiring Contractor's decision or approval:

Name:
Title:
Address:
Phone:
Fax:
Email:

24. **DISPUTE RESOLUTION.** The parties are fully committed to working with each other throughout the installation of the Work and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor Representative and Owner's Representatives. If a dispute or disagreement cannot be resolved through Contractor Representative and Owner's Representatives, senior executives of Contractor and Owner, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. If after the meeting between senior executives, the dispute or disagreement cannot be resolved on terms satisfactory to both parties; either party may commence litigation, which shall be litigated in the Circuit Court of Kenosha County.

25. **INDEMNIFICATION.** Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Contractor or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Any such indemnification obligation of Contractor shall be reduced to the extent that the claim, damage, loss and expense or event giving rise to the demand for indemnification and hold harmless is caused by the negligent acts or omissions of Owner or a party sought to be indemnified. Likewise, Owner, to the fullest extent permitted by law, shall indemnify and hold harmless Contractor and any of Contractor's officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors, or anyone for whose acts any of them may be liable. Any such indemnification obligation of Owner shall be reduced to the extent that the claim, damage, loss and expense or event giving rise to the demand for indemnification and hold harmless is caused by the negligent acts or omissions of Contractor or a party sought to be indemnified.

26. **EVENTS OF DEFAULT.**

- (a) By Owner. The term "Event of Default", as used in the Contract, means the occurrence of any one of more of the following events: (i) Owner fails to make any Contract Payment (or any other payment) as it becomes due in accordance with the terms of the Contract, and any such failure continues for five (5) days after written demand therefore; (ii) Owner fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Contractor; (iii) the discovery by Contractor that any statement, representation or warranty made by Owner, legal, financial or otherwise, in the Contract is false, misleading or erroneous in any material respect; or (iv) Owner becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Owner or of all or a substantial part of its assets, or fails to provide the financial assurances required by Paragraph No. 14.
- (b) By Contractor. The term "Event of Default", as used in the Contract, means the occurrence of any one or more of the following events: (i) failure to perform the obligations of Contractor in the manner and within the time prescribed by the terms of the Contract subject to the provisions of Paragraph No. 6; (ii) failure to pay within 30 days of notice that payment

is due, the amount required by the terms of the guarantee contained in the Contract; or (iii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within 60 days after receipt of notice from the Owner.

27. **REMEDIES.** Upon the occurrence of an Event of Default, the non-defaulting party may, at its option, exercise only the following remedies: (1) sue for specific performance and damages or (2) stop performance of the Work until payment of the amount owing has been received. When payment has been received, the Contract Time shall be extended appropriately and the Contract Price shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.
28. **WAIVER OF CONSEQUENTIAL DAMAGES.** Contractor waives any and all claims against each other for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating to the Contract and whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. This waiver includes damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
29. **OWNER'S REMEDIES – DEFECTIVE EQUIPMENT.** Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment, provided this limitation does not apply to any payments required under the Performance Guaranty Agreement.
30. **ENFORCEMENT OF CONTRACT.** In the event that either party is required to enforce any of the terms and conditions of this Contract, or is entitled to recover from either party any damages or moneys, then such prevailing party shall be entitled to recover its attorney fees incurred for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and all court costs, fees paid to experts, arbitration fees and similar expenses.
31. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract and its Schedules may be made upon the mutual agreement of the parties. Such additions may include proposals from Contractor for additional work.
32. **NOTICES.** All notices or communications related to this Contract shall be in writing and shall be deemed served if and when sent by facsimile, mailed or hand delivered, as provided in this Paragraph, to Owner at: 3600 – 52nd Street, Kenosha, WI 53144, Attention Director of Facilities and to Contractor at _____. All notices delivered by (i) facsimile shall show evidence of receipt and shall be deemed delivered one business day after it is sent, (ii) mail shall be by registered mail, return receipt requested, and shall be deemed delivered three business days after it is mailed and (iii) hand shall be with an independent courier service and shall be deemed delivered on the next business day after delivery.
33. **WAIVER.** No action or failure to act by Contractor either Party hereto shall constitute a waiver of any right or duty afforded it under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
34. **SEVERABILITY.** Every provision of the Contract is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Contract and shall not affect the validity of the remainder of the Contract.
35. **CONTROLLING LAW.** The Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the internal law of the State of Wisconsin, without application of conflicts of law. Venue and forum for any action or proceeding shall be the Circuit Court for Kenosha County, Wisconsin.
36. **E-VERIFY.** Pursuant to _____, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, pursuant to _____, Contractor is furnishing an executed affidavit attached hereto affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require each of its subcontractors to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in and participates in the E-Verify Program. Contractor shall maintain on file the aforementioned certification from each subcontractor throughout the duration of the term of the respective contract with the subcontractor.

38. **INDEPENDENT CONTRACTOR.** The contractor is an independent contractor, is not an agent for the Owner for any purpose and the parties expressly disclaim any express or implied joint venture between them for the Project.

39. OWNER DIRECT PURCHASES

- (a) It is expected that the Contractor will purchase all materials and equipment free of sales tax; however there may be some materials purchased by the Owner.
- (b) The Owner reserve the right to purchase directly from vendors any equipment and materials for the Work but Owner shall have the right not to purchase such equipment or materials as a direct purchase (“Direct Purchase”) For each Direct Purchase approved by Owner, Contractor shall provide all information necessary for Owner to complete its standard purchase order and associated documents for Direct Purchases. Any discounts, savings or rebates on Direct Purchases by Owner shall belong to Owner.
- (c) The parties intend that the arrangement for Direct Purchases under this Paragraph comply with Wisconsin applicable law to permit the Owner and the Contractor to purchase these materials free of sales tax.
- (d) The Contract Price includes good and sufficient consideration for the Contractor’s obligations and representations concerning Direct Purchases in this Contract. The Contractor shall be responsible to negotiate, coordinate, and communicate with a vendor concerning orders, scheduled deliveries, shortages, defects, deficiencies, disputes, and any other such matters. The Contractor shall be responsible, in all aspects, for the Direct Purchases as if it had purchased the materials and equipment itself, including, but not limited to, inspecting the Direct Purchases upon delivery from Supplier and applying the Contractor’s warranties in Paragraph 7. These warranties shall be in addition to those warranties provided by vendor and manufacturer. Contractor shall cause obtain all product warranties from manufacturer related to the Direct Purchases and deliver them to the Owner. Contractor acknowledges that it will be responsible to the Owner for any and all defects and deficiencies in or arising from the Direct Purchases.
- (e) Owner shall at all times have and possess all incidents of ownership, including title, with respect to the Direct Purchases.
- (f) The procedures of this Paragraph shall not apply to any material or equipment manufactured or fabricated by Contractor nor to any materials or equipment as to which Contractor itself would be the vendor, or as to any materials and equipment which would be supplied and installed by the same entity.
- (g) Owner shall be responsible for any and all Wisconsin sales taxes imposed on any Direct Purchases made by Owner, except for sales taxes, losses, expenses, interest, fines, or costs and attorneys’ fees arising from a breach of this Contract by Contractor. Contractor shall not be responsible for any and all Wisconsin sales taxes imposed or assessed against Contractor including all losses, expenses, interest, fines, or costs and attorneys’ fees (Owner retains the right to select counsel for Contractor) arising out of any assessment of sales taxes for Direct Purchases made by Owner, except for sales taxes, losses, expenses, interest, fines, or costs and attorneys’ fees arising from a breach of this Contract by Contractor or for anyone for whom it is responsible. Contractor shall notify Owner of any assessment or proposed assessment and provide Owner with any and all assistance and information the Owner deems reasonably necessary to protect itself against payment of the sales taxes. The provisions of this subsection shall extend beyond the termination of this Contract and shall expire upon the expiration of the statute of limitations as applicable for such sales taxes.
- (h) In consideration for the Contractor’s warranty of materials and equipment that Owner directly purchases, Owner agrees to assign to the Contractor any claim that Owner has against a supplier of directly purchased equipment and materials for breach of the supplier’s warranty. Owner shall reasonably cooperate with the Contractor in pursuing a claim for breach of the vendor’s warranty in the Contractor’s pursuit of a claim for breach of the vendor’s warranty.

However, the Contractor's warranty to the Owner of directly purchased materials and equipment is independent of, and does not depend on, the Contractor's success in pursuing a claim against a vendor.

40. **AUTHORIZED SIGNATURES.** The parties each represent to the other that the person signing this Agreement on their behalf has been duly authorized to do so.

41. **KEY PERSONNEL.**

(a) The Contractor shall provide the key personnel identified in the Contractor Proposal to perform the Work (the "Key Personnel"). The Contractor represents and covenants to the Owner that (a) the Key Personnel are qualified and have sufficient experience to carry out the duties of the Contractor pursuant to the Contract Documents, and (b) the time commitment promised for each of the Key Personnel to work on the Project is sufficient to complete the Project within the Construction Schedule; provided, however, the Contractor agrees to increase the time commitment if the Project requires additional time commitments to achieve Substantial Completion of the Project pursuant to the Construction Schedule.

(b) The Owner reserves the right to require the Contractor to remove and replace any Key Personnel at any time. Except for direction from the Owner to replace any of the Key Personnel, the Contractor shall not replace any of the Key Personnel without the prior written consent of the Owner unless such person has left employment of the Contractor and is not employed by any affiliate of the Contractor, in which case no consent is required. The Contractor shall provide the credentials of any proposed replacement of Key Personnel for Owner's approval, which approval shall not be unreasonably withheld; provided, however, the credentials of the proposed replacement shall equal or exceed the credentials of the Key Personnel being replaced. The Contractor must show good cause to the Owner for the replacement of any Key Personnel. This provision is a material provision of this Agreement and violation of this provision may result in the immediate termination of the Contractor for cause.

42. **ASSIGNMENT.** The Owner and Contractor respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement, in whole or in part, without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project.

43. **CONFIDENTIALITY AND PUBLICITY.** The Contractor will treat all information given to it by the Owner as confidential and shall not disclose it except by reason of subpoena or court order. The Contractor will immediately notify Owner if it receives such a demand so that the Owner may interpose a defense if it wishes. Contractor may also request Owner to grant written approval to disclose information under other circumstances. The Contractor shall not issue any publicity concerning the Project unless it obtains the prior written consent of the Owner, which consent shall not be unreasonably withheld, delayed or conditioned.

44. **REPRESENTATIONS IN THE CONTRACTOR'S PROPOSAL.** There are a number of representations in the Contractor's Proposal concerning the level and quality of performance and the types of services that it will provide, e.g. creation of detailed scope drawings and working drawings. To the extent that those representations are in addition to, and not in conflict with, the representations in this Agreement, those representations shall be considered part of this Agreement.

45. **PERFORMANCE GUARANTY AGREEMENT.** Simultaneously with the execution of this Agreement, the Contractor shall execute and deliver to the Owner a Performance Guaranty Agreement substantially in the form attached hereto as Exhibit C and made a part hereof.

46. **OWNER'S POLICIES AND PROCEDURES.** The contractor shall comply with the owner's policies and Procedures, attached hereto as Exhibit G and made a part hereof in performing the Work.

OWNER:

Kenosha Unified School District

QUALIFIED PROVIDER/CONTRACTOR:

By: _____
Signature

Printed Name and Title

By: _____

Printed Name and Title

=====

END OF DOCUMENT

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Kenosha Unified School District No. 1
Kenosha, Wisconsin

June 28, 2016

**Resolution Awarding The Sale of \$28,495,000
General Obligation School Improvement Bonds, Series 2016**

At the April 25, 2016, regular School Board meeting, the Board approved a proposal to implement a Phase 2 series of energy efficiency projects using the energy efficiency revenue limit exemption based on the provisions in 2011 Wisconsin Act 32 and subsequent legislation. On May 10, 2016, the Board held a special meeting where they unanimously approved an initial resolution authorizing general obligation bonds in an amount not to exceed \$74,990,000 in order to fund all of these projects. The initial resolution also called for a public hearing in connection with the debt issuance. A public hearing on the matter was held on May 24, 2016, with no objections to the projects or the debt issuance being expressed. Phase 2 consists of a series of projects as detailed in the report presented by Mr. Patrick Finnemore recommending the Performance Contractor selection. These projects will be performed over a six year time period and this first bond sale will provide the necessary funds to complete the first project which includes Bullen Middle School and Lance Middle School. Additional bond sales will be timed to work with the planned project schedules.

Administrative Recommendation

Administration requests that the Board (1) approve the resolution provided at the June 28, 2016, regular School Board meeting for the issuance and sale of bonds, and (2) authorize the Board Officers and the District Administration to execute all documents relating to the sale and issuance.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Tarik Hamdan
Chief Financial Officer

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF \$28,495,000
GENERAL OBLIGATION SCHOOL IMPROVEMENT BONDS, SERIES 2016

WHEREAS, on May 10, 2016, the School Board of the Kenosha School District No. 1, Kenosha County, Wisconsin (the "District") adopted a resolution entitled: "Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$74,990,000 and Calling a Public Hearing in Connection Therewith" (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed \$74,990,000 for the public purpose of paying the cost of energy efficiency, operational savings and capital maintenance projects at District buildings and grounds, including: HVAC system and control upgrades; lighting and ceiling improvements; electrical and plumbing system upgrades; restroom remodeling; roof, window, door and wall repairs and replacement; asbestos abatement; building envelope improvements; construction of vestibules at building entrances; sprinkler system improvements; and acquisition of related equipment (the "Project");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 10 days following the adoption of the Initial Resolution, the District Clerk caused a notice to electors to be published in the Kenosha News, stating the purpose and maximum principal amount of the bond issue authorized by the Initial Resolution and describing the public hearing to be held and the opportunity and procedure for submitting a petition requesting a referendum on the bond issue authorized by the Initial Resolution;

WHEREAS, the School Board of the District held a public hearing on May 24, 2016 for informational purposes only regarding the Initial Resolution, the Project and the borrowing, which was within 10 days following the publication of the notice to electors;

WHEREAS, no petition for referendum was filed with the District Clerk, and the time to file such a petition has expired;

WHEREAS, the District has directed PMA Securities, Inc. ("PMA") to take the steps necessary to sell a portion of the general obligation bonds designated as "General Obligation School Improvement Bonds, Series 2016" (the "Bonds");

WHEREAS, PMA, in consultation with the officials of the District, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on June 28, 2016;

WHEREAS, the District Clerk (in consultation with PMA) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on June 28, 2016;

WHEREAS, the District has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the District. PMA has recommended that the District accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The School Board of the District hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by PMA are hereby ratified and approved in all respects. All actions taken by officers of the District and PMA in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The District President and District Clerk or other appropriate officers of the District are authorized and directed to execute an acceptance of the Proposal on behalf of the District. The good faith deposit of the Purchaser shall be retained by the District Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation School Improvement Bonds, Series 2016"; shall be issued in the aggregate principal amount of \$28,495,000; shall be dated July 26, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2026 and thereafter shall be subject to redemption prior to maturity, at the option of the District, on April 1, 2025 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from

maturities selected by the District and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the District are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the District a direct annual irrepealable tax in the years 2016 through 2035 for the payments due in the years 2017 through 2036 in the amounts set forth on the Schedule.

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

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the District then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$28,495,000 General Obligation School Improvement Bonds, Series 2016, dated July 26, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The District Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the District at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the District above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due;

(iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the District, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the District, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The District represents and covenants that the projects financed by the Bonds and the ownership, management and use of the

projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The District further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The District further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The District Clerk or other officer of the District charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the District certifying that the District can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The District also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the District will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the District by the manual or facsimile signatures of the District President and District Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the District of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the District has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The District hereby authorizes the officers and agents of the District to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the District Clerk or District Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be

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

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

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

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the District at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the District agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the District and on file in the District Clerk's office.

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

Section 16. Undertaking to Provide Continuing Disclosure. The District hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the District to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 17. Record Book. The District Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the District are authorized to take all actions necessary to obtain such municipal bond insurance. The District President and District Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the District President and District Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the School Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 28, 2016.

Tamarra Coleman
District President

ATTEST:

Daniel C. Wade
District Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
KENOSHA COUNTY
NO. R-____ KENOSHA SCHOOL DISTRICT NO. 1 \$_____
GENERAL OBLIGATION SCHOOL IMPROVEMENT BOND,
SERIES 2016

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ July 26, 2016 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Kenosha School District No. 1, Kenosha County, Wisconsin (the "District"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the District Clerk or District Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$28,495,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the District pursuant to the provisions of Section 67.04,

Wisconsin Statutes, for the purpose of paying a portion of the cost of energy efficiency, operational savings and capital maintenance projects at District buildings and grounds, including: HVAC system and control upgrades; lighting and ceiling improvements; electrical and plumbing system upgrades; restroom remodeling; roof, window, door and wall repairs and replacement; asbestos abatement; building envelope improvements; construction of vestibules at building entrances; sprinkler system improvements; and acquisition of related equipment, all as authorized by resolutions of the School Board duly adopted by said governing body at meetings held on May 10, 2016 and June 28, 2016. Said resolutions are recorded in the official minutes of the School Board for said dates.

The Bonds maturing on April 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the District, on April 1, 2025 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the District and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

This Bond is transferable only upon the books of the District kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the District appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the

Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the District for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and District may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

KENOSHA SCHOOL DISTRICT NO. 1,
KENOSHA COUNTY, WISCONSIN

(SEAL)

By: _____
Tamarra Coleman
District President

By: _____
Daniel C. Wade
District Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

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

(Authorized Officer)

Kenosha Unified School District
Kenosha, Wisconsin

June 28, 2016

**Authorization of 2016-2017 Expenditures
Prior to Formal Adoption of the Budget**

The budget adoption cycle for Wisconsin school districts is such that school boards do not adopt a final budget until October of each year, despite the fact that the fiscal year begins in July. The primary reason for this delay is that many of the factors needed to finalize the budget are not known until October. Equalized property values and official 3rd Friday student counts will not be known until the end of September. Certification of state aid from the Department of Public Instruction (DPI) will not occur until October.

It is customary for school boards to approve a resolution authorizing district administration to expend funds between July 1 and the time that the budget is formally adopted in October.

The preliminary budget assumptions that form the basis of the 2016-2017 budget were approved by the Board of Education at their regularly scheduled meeting on April 25, 2016. The approved assumptions will be incorporated into the District's preliminary 2016-2017 budget which will be presented at the public hearing of the budget on September 14, 2016. The final budget will be presented to the board in October 2016 for formal adoption.

Administrative Recommendation

Administration requests that the Board authorize the payment of all currently authorized salaries and benefits beginning July 1 and continuing until the budget is formally adopted. In addition, it is requested that the Board authorize expenditures in other areas to continue at the discretion of the administration up to the levels authorized in the prior year's budget, not to exceed 34 percent of that budget, unless specific board action has occurred to either initiate or discontinue specific programs or activities.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Tarik Hamdan
Chief Financial Officer

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June 28, 2016

DONATIONS TO THE DISTRICT

The District has received the following donations:

1. Jodi Williams donated \$1,014.97 to the Bradford Theatre Program. This donation is to be used for the student trip to the Nebraska International Thespian Festival.
2. Brass Community School received an anonymous donation of \$1,000.00. This donation is to be used for stair wrapping with math facts.

Administrative Recommendation

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

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

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KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

June 28, 2016

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

June

- June 9, 2016 – Last day of school for students
- June 10, 2016 – Teacher workday
- June 14, 2016 – Standing Committee Meetings – 6:00 p.m. in ESC Boardroom
- June 28, 2016 –Regular Board of Education Meeting – 7:00 P.M. in ESC Boardroom

July

- July 4, 2016 – ESC and Schools Closed for 4th of July Holiday
- July 12, 2016 – Standing Committee Meetings – 5:30 p.m. in ESC Boardroom
- July 26, 2016 –Regular Board of Education Meeting – 7:00 P.M. in ESC Boardroom

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