



REGULAR MONTHLY BOARD MEETING

April 24, 2017

7:00 PM

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

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Regular School Board Meeting
April 24, 2017
Educational Support Center
7:00 PM

- I. Pledge of Allegiance
- II. Roll Call of Members
- III. Awards/Recognition
 - A. Brompton Archery Team - National Archery in the Schools Program Tournaments
 - B. Battle of the Books Teams
 - C. LakeView Technology Academy Mock Trial Team - Wisconsin High School Mock Trial Tournaments
- IV. Administrative and Supervisory Appointments
- V. Introduction and Welcome of Student Ambassador
- VI. Legislative Report
- VII. Views and Comments by the Public
- VIII. Response and Comments by Board Members (Three Minute Limit)
- IX. Remarks by the President
- X. Superintendent's Report
- XI. Consent Agenda
 - A. Consent/Approve 4
Recommendations Concerning Appointments, Leaves of Absence, Retirements, Resignations and Separations
 - B. Consent/Approve 5
Minutes of 3/6/17 Special Meeting, 3/28/17 Special Meeting and Executive Session and 3/28/17 Regular Meeting
 - C. Consent/Approve 17
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 - D. Consent/Approve 24
Policy 6610 - Procedures for Selecting and Using Supplementary Instructional Materials (Second Reading)

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

Kenosha Unified School District
Kenosha, WI
April 24, 2017

The Human Resources recommendations regarding the following actions:

ACTION	LAST NAME	FIRST NAME	SCHOOL/DEPT	POSITION	STAFF	DATE	FTE	SALARY
Appointment	Ford	Shawn	Tremper High School	Special Education	ESP	03/20/2017	1	\$15.35
Appointment	Gerndt-Burns	Miteisha	Chavez/Head Start	Family Literacy/Service Provider	ESP	04/04/2017	1	\$14.91
Appointment	Kalcic	April	Chavez/Head Start	Family Literacy/Service Provider	ESP	04/03/2017	1	\$15.05
Appointment	McLain	Nedra	Indian Trail HS and Academy	Security	ESP	03/28/2017	1	\$15.35
Appointment	Preiss	Sarah	Tremper High School	Special Education	ESP	03/21/2017	1	\$15.35
Early Retirement	Schenk	Margo	Grant Elementary School	Special Education	Instructional	06/12/2017	1	\$78,490.00
Early, Early Retirement	Beaulieu	Alan	Southport Elementary	Special Education	Instructional	06/07/2017	1	\$78,490.00
Early, Early Retirement	Frost	Kimberly	Somers Elementary School	Kindergarten	Instructional	06/12/2017	1	\$78,490.00
Early, Early Retirement	Petersen	Betty	Stocker Elementary School	Music	Instructional	06/12/2017	1	\$73,898.00
Early, Early Retirement	Ricciardi	Joseph	EBSOLA Creative Arts	Grade 2	Instructional	06/12/2017	1	\$53,433.00
Early, Early Retirement	Schenk	Mark	Tremper High School	Dean of Students	Instructional	06/12/2017	1	\$78,490.00
Early, Early Retirement	Siel	Susan	Bradford High School	Library Media Specialist	Instructional	06/12/2017	1	\$78,490.00
Resignation	Blachowicz	LeAnn	EBSOLA Creative Arts	Grade 4	Instructional	06/13/2017	1	\$49,866.00
Resignation	Cervantes	Antonio	Wilson Elementary School	Night Custodian	Custodian	03/24/2017	1	\$21.35
Resignation	Feltner	Amanda	Tremper High School	Special Education	ESP	03/23/2017	1	\$14.35
Resignation	Raduechel	Kelly	Whittier Elementary School	Kindergarten	Instructional	06/12/2017	1	\$39,153.00
Retirement	Ewings	Barbara	Bose Elementary School	Head Secretary	Secretarial	07/01/2017	1	\$21.81

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A SPECIAL MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD MARCH 6, 2017

A special meeting of the Kenosha Unified School Board was held on Monday, March 6, 2017, 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, Discussion/Feedback/Possible Action Regarding Salary Structure Design Team's Philosophical Statement, Presentation/Discussion Regarding Elements Contained Within Teacher Compensation Models, and Discussion/Possible Action – Review Financial Impacts/Board Direction Regarding Monetary Target for Compensation Models.

The meeting was called to order at 5:34 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 was 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.

Views and comments were made by the public.

Dr. Savaglio-Jarvis presented the meeting goals and then introduced Rena Somersan, Managing Principal of Newport Group.

Ms. Somersan gave a PowerPoint presentation regarding the elements contained within teacher compensation models which covered the following topics: understanding the possible elements of teacher compensation models, factors impacting compensation program design and implementation, evolution of teacher compensation, why change, potential components of teacher compensation, knowledge and skill, market-based incentives, student growth, teacher evaluations, and career ladders.

Mrs. Annie Petering, Chief Human Resource Officer, updated Board members on the work to date done by the Salary Structure Design Team.

Ms. Jennifer Navarro, Coordinator of Organizational Training and Development; Ms. Keri Heusdens, Instructional Coach and New Educator Induction; and Mrs. Amy Garrigan, Professional Learning Specialist; gave a PowerPoint presentation regarding the Salary Structure Design Team's philosophical statement which covered the following topics: why a philosophical statement, statement development, salary structure design team's draft philosophical statement, key beliefs and outcomes, clarifying questions from board members, and consensus of the draft philosophical statement.

Ms. Stevens moved to approve the Salary Structure Design Team's draft philosophical statement which reads as follows: "Kenosha Unified School District believes in recruiting and retaining highly qualified, diverse staff to ensure the success

of every student. This requires that we honor applicable experience, professional growth, advanced degrees and certifications through a competitive compensation structure that is consistent, transparent and sustainable.” Mr. Wade seconded the motion. Unanimously approved.

Mr. Tarik Hamdan, Chief Financial Officer, gave a PowerPoint presentation regarding financial impacts/board direction regarding monetary target for compensation models which covered the following topics: 2017 budget variables, historical teacher compensation, KUSD's former teacher salary structure, potential cost scenarios, total cost examples, best case scenario, worst case scenario - no state funds, and next steps.

Board members discussed the potential cost scenarios and cost examples.

Mr. Kunich moved that Administration create a salary structure that provides a \$4.4 million increase to all full time equivalent employees. Mrs. Snyder seconded the motion.

Ms. Stevens asked for a friendly amendment to have the motion read as “approve \$4.4 million to create a target compensation model for all full time equivalent employees.” Mr. Falkofske seconded the amendment. Mr. Kunich accepted Ms. Stevens’ friendly amendment.

Mr. Falkofske made a friendly amendment to the motion to remove the word “target” from the motion. Mr. Wade seconded the friendly amendment. Ms. Stevens accepted Mr. Falkofske’s friendly amendment.

Mr. Kunich’s motion to approve \$4.4 million to create a compensation model for all full time equivalent employees was unanimously approved.

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

Meeting adjourned at 7:16 P.M.

Stacy Busby
School Board Secretary

SPECIAL MEETING & EXECUTIVE SESSION
OF THE KENOSHA UNIFIED SCHOOL BOARD
HELD MARCH 28, 2017

A special meeting of the Kenosha Unified School Board was held on Tuesday, March 28, 2017, 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 6:35 P.M. with the following members present: Ms. Stevens, Mrs. Snyder, Mr. Garcia, Mr. Falkofske, Mr. Wade, and Mrs. Coleman. Dr. Savaglio-Jarvis was also present. Mr. Kunich 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 Reviewing Finding/Order by Independent Hearing Officer.

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

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

1. Reviewing Finding/Order by Independent Hearing Officer

Mr. Daniel Tenuta, Principal at Kenosha eSchool, arrived at 6:36 P.M. He presented information pertaining to an expulsion and answered questions from Board members.

Mr. Tenuta and Dr. Savaglio-Jarvis departed the meeting at 6:47 P.M.

Mrs. Snyder moved to approve the recommendation of the Administrative Review Committee in relation to the first expulsion. Mr. Falkofske seconded the motion. Unanimously approved.

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

Meeting adjourned at 6:53 P.M.

Stacy Schroeder Busby
School Board Secretary

REGULAR MEETING OF
THE KENOSHA UNIFIED SCHOOL BOARD
HELD MARCH 28, 2017

A regular meeting of the Kenosha Unified School Board was held on Tuesday, March 28, 2017, 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: Ms. Stevens, Mrs. Snyder, Mr. Garcia, Mr. Falkofske, Mr. Wade, and Mrs. Coleman. Dr. Savaglio-Jarvis was also present. Mr. Kunich 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.

Mrs. Tanya Ruder, Chief Communication Officer, presented the KUSD Elementary and Middle School Spelling Bee Winners and the Future Business Leaders of America Regional Leadership Conference Award Winners.

Mr. Todd Jacobs presented the Exchange Club of Kenosha A.C.E. Award.

There were no Administrative or Supervisory Appointments.

Mrs. Snyder introduced the student ambassador, Julie Magiera from LakeView Technology Academy, and she made her comments.

There was no legislative report.

Mrs. Coleman noted that the number of people signed up for Views and Comments by the Public would most likely exceed the 45 minutes allotted by policy.

Ms. Stevens moved to extend the Views and Comments by the Public time past the allotted 45 minutes. Mr. Falkofske seconded the motion. Unanimously approved.

Views and/or comments were made by the public.

Board members made their responses/comments.

Mrs. Coleman gave the Board President remarks.

There was not a Superintendent's Report.

Ms. Stevens departed from the meeting at 8:49 P.M.

Consent-Approve item XI-B — Minutes of the 2/23/17, 2/28/17, and 3/7/17 Special Meetings and Executive Sessions, 2/23/17, 3/6/17, and 3/7/17 Special Meetings, and 2/28/17 Regular Meeting was pulled from the consent agenda.

Board members then considered the following Consent-Approve items:

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

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 February 2017 cash receipt deposits totaling \$509,256.02, and cash receipt wire transfers-in totaling \$27,318,241.70, be approved.

Check numbers 547005 through 548378 totaling \$11,481,626.84, and general operating wire transfers-out totaling \$434,519.91, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the February 2017 net payroll and benefit EFT batches totaling \$12,612,296.74, and net payroll check batches totaling \$35,533.63, be approved.”

Consent-Approve item XI-D – Changes to Building Permit Fees and Regulations and Board Policies 1330 and 1331 submitted by Mr. Patrick Finnemore, Director of Facilities, and Dr. Savaglio-Jarvis, excerpts follow:

“The primary purpose for this report is to address changes to the building permit fees and regulations in order to reflect the new or improved outdoor athletic facilities at our high schools. Generally changes to fees are addressed in the summer of each year to take effect on September 1; however, there is a great deal of interest related to rentals of the new facilities; therefore, it was not prudent to wait until the summer to address these changes. In addition, we are proposing a couple of additional changes so that all of the regulation and policy related changes can be considered at the same time.

This report was presented at the February 14, 2017, meeting of the Joint Planning, Facilities, and Equipment and the Personnel and Policy Committees, however, due to lack of a quorum, no action was taken.

At its February 28, 2017, regular meeting, the School Board approved the recommended changes to the permit fees and regulations and a first reading of Board Policies and Rules 1330 and 1331 as described in this report. Administration recommends that revised Board Policies and Rules 1330 and 1331 be approved as a second reading on March 28, 2017.”

Consent-Approve item XI-E – School Board Policies Update – Employee Handbook submitted by Mr. Finnemore and Dr. Savaglio-Jarvis, excerpts follow:

“Kenosha Unified School District (“the District”) has an employee handbook that is in effect until June 30, 2017. Each year, the Office of Human Resources reviews and updates the employee handbook. During this review, the Office of Human Resources found several Board policies that are in need of updates for various reasons. The relevant Board policies, along with rationale for the necessary updates, are set forth below. The corresponding Board policies are attached.

These policy revisions were presented to the Personnel/Policy standing committee on February 14, 2017. Due to lack of quorum no action was taken. These policy revisions were presented to the School Board for a first reading on February 28, 2017. Administration recommends that the School Board approve the revised policies as presented this evening as a second reading on March 28, 2017.”

Mr. Falkofske moved to approve the Consent Agenda as revised. Mrs. Snyder seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis introduced the Employee Health Clinic Cost Savings Option submitted by Mrs. Annie Petering, Chief Human Resource Officer, and Dr. Savaglio-Jarvis, excerpts follow:

“On March 7, 2017 there was a working Board meeting to review the status of our health insurance. This status update was presented by our health insurance advisor, Hayes Companies. Mr. Michael Neuberger and Chris Smessaert presented on behalf of Hayes companies. As part of this status update, they shared that currently our health insurance premiums will go up by 8% effective July 1, 2017. They also shared two cost-savings options, one of which is the elimination of the InHealth Clinic. Specifically, they shared that if the District were to eliminate the InHealth Clinic it would realize a cost savings of \$351,234.

Mr. Neuberger and Mr. Smessaert shared that the clinic has been under-utilized throughout its duration. Mr. Neuberger and Mr. Smessaert shared some reasons behind the underutilization. They shared that because the District offers such low deductibles, low co-pays, and plan designs, where there is no out of pocket maximum (\$250/\$500 plan), employees have no incentive to use the free clinic. Currently, 67.8% of our employees are enrolled in the \$250/500 deductible plan (Buy-up 2 plan).

The clinic has been open since December of 2013. It has been under-utilized for the past three years. As presented by Hayes, the District would realize a cost savings of \$351,234. A survey was conducted in September of 2014, and several adjustments were made as a result of the survey. The following were the changes: hours of operation and in house clinician.

After Board discussion and review of the presentation on March 7, 2017, it was concluded by the Board that administration would bring back as an action item for a vote on this cost savings reduction by eliminating the health clinic due to low usage. Therefore, Administration is recommending the elimination of the employee health clinic, as a cost savings total back to the District in the amount of \$351,234.”

Mrs. Snyder moved to approve Administration's recommendation for the elimination of the employee health clinic, as a cost savings total back to the District in the amount of \$351,234. Mr. Falkofske seconded the motion. Unanimously approved.

Mrs. Michele Wiberg, Vice President of PMA Securities, Inc., presented Resolution No. 331 Authorizing a State Trust Fund Loan in the Amount of \$16,355,000 for Energy Efficiency Projects submitted by Mr. Hamdan and Dr. Savaglio-Jarvis, excerpts follow:

"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 May 10, 2016, report presented by Mr. Patrick Finnemore, Director of Facilities. These projects are being performed over a six year time period and the administration is working closely with the District financial advisor, PMA Securities, Inc. to time the issuance of debt to align with project spending needs. The first bond sale was unanimously approved by the Board on June 28, 2016, in the amount of \$28,495,000 to provide the necessary funds to complete the first project which includes Bullen Middle School and Lance Middle School. Coinciding with project progression, administration is seeking to fund projects two and three with a combination of General Obligation School Improvement Bonds and a State Trust Fund Loan. Together with PMA Securities, Inc., administration will continue to analyze the best possible funding options to support these projects as well as seek to refinance existing debt if deemed advantageous to the District.

Administration requests that the Board (1) approve the resolution provided for the authorization of a State Trust Fund Loan in the amount of \$16,355,000 for Energy Efficiency Projects (attachment B), and (2) authorize the Board officers and the District administration to execute all documents relating to the sale and/or issuance."

Mr. Wade moved to approve the resolution provided for the authorization of a State Trust Fund Loan in the amount of \$16,355,000 for Energy Efficiency Projects and to authorize the Board officers and the District administration to execute all documents relating to the sale and/or issuance. Mr. Garcia seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis introduced the Head Start Federal Grant request submitted by Ms. Lisa KC, Assistant Director of Head Start; Ms. Luanne Rohde, Director of Early Education; Dr. Bethany Ormseth, Chief of School Leadership; and Dr. Savaglio-Jarvis, excerpts follow:

“Approval from the Board of Education is requested to submit and implement the Head Start Federal Grant for the 2017-2018 school year. The funding for this grant is \$2,025,018. The grant is designed to fund the operating costs of the Kenosha Unified School District Head Start Program.

The purpose of the Head Start program is to provide comprehensive services in the areas of health, education, social/emotional development, and parent involvement for low-income preschool children and their families. This grant will service 330 high-risk children who will be three or four years of age on or before September 1, 2017. Funds will be utilized to serve the children and their families in all program component areas as required in the Head Start Act and through the Head Start Performance Standards.

Administration recommends that the school board approve the 2017-2018 Head Start Federal Grant.”

Mr. Wade moved to approve the 2017-2018 Head Start Federal Grant. Mrs. Snyder seconded the motion. Unanimously approved.

Mrs. Julie Housaman, Chief Academic Officer, presented Policy 6610 – Procedures for Selecting and Using Supplementary Instructional Materials submitted by Ms. Rohde; Mrs. Sarah Smith, Coordinator of Language Acquisition; Mrs. Christine Pratt; Coordinator of Science; Mr. Che Kearby, Coordinator of Educator Effectiveness and Social Studies; Mrs. Housaman; and Dr. Savaglio-Jarvis, excerpts follow:

“School Board Policy 6610 includes a seven-year curriculum cycle that details the selection and purchase of updated curriculum materials in Phase 3 of the seven-year cycle. To be responsive to the continuously changing global community and academic expectations and standards, it is essential that the curriculum cycle is reviewed regularly. When necessary, updates to this cycle are brought to the School Board for approval to ensure the immediate needs of students and teachers alike are addressed through this process.

The revisions to the seven-year cycle in Policy 6610 are based on maximizing curriculum funding allocations as well as the addition of early education and kindergarten through eighth grade Spanish language arts curriculum.

Due to the weather related cancellation of the March 14, 2017, Curriculum/Program Standing Committee meeting, Administration recommends that the Board of Education approve the revised Kenosha Unified School District Policy 6610—Procedures for Selecting and Using Supplementary Instructional Materials as a first reading on March 28, 2017, and second reading on April 24, 2017.”

Ms. Stevens returned to the meeting at 8:58 P.M.

Mrs. Housaman answered questions from Board members.

Mrs. Snyder moved to approve revised Policy 6610—Procedures for Selecting and Using Supplementary Instructional Materials as a first reading. Mr. Garcia seconded the motion. Unanimously approved.

Mrs. Housaman presented the Adoption of Instructional Materials for Ninth Through Twelfth Grade World Language presented by Mrs. Smith, Mrs. Housaman, and Dr. Savaglio-Jarvis, excerpts follow:

“The world language program in Kenosha Unified School District consists of five languages: Chinese, French, German, Italian, and Spanish. The high school world language program offers a variety of these five languages at various high schools.

The last purchase of materials for high school world language was in 2010, when materials were purchased for Chinese, French, German, Italian, and Spanish.

World language teachers have expressed the need for updates to the current curriculum and updated resources. With updates to technology in the past ten years, there are many interactive pieces that can be used for the curriculum, including new instructional approaches and classroom resources.

The instructional materials selected to support the Kenosha Unified School District world language curriculum would be put into place for the start of the 2017-18 school year.

Due to the weather related cancellation of the March 14, 2017, Curriculum/Program Standing Committee meeting, this report is being forwarded directly to the Board of Education. Administration recommends that the Board of Education grant approval to purchase Spanish and French instructional resources along with Chromebooks and Chromebook carts as outlined in this report.”

Mrs. Housaman answered questions from Board members.

Mr. Wade moved to approve the purchase of Spanish and French instructional resources along with Chromebooks and Chromebook carts as outlined in the report. Ms. Stevens seconded the motion. Unanimously approved.

Mrs. Housaman presented the Adoption of Instructional Materials for Kindergarten Through Fifth Grade Science submitted by Mrs. Pratt, Mrs. Housaman, and Dr. Savaglio-Jarvis, excerpts follow:

“This request to adopt and purchase science instructional materials for kindergarten through fifth grade aligns with Phase 3 of the Curriculum Development Cycle in Kenosha Unified School District Board of Education Policy 6300: Curriculum Development and Improvement.

The instructional materials review process began in February 2016. An Elementary Science Instructional Materials Review Team met six times from February 2016 through July 2016.

The team members worked to increase their understanding of the NGSS and the instructional shifts required to successfully implement them by attending professional learning opportunities. Team members who attended the professional learning

opportunities also conducted research on the availability of instructional resources aligned to the NGSS.

Representatives from each of the seven instructional programs chosen for in-depth review were invited to present their program to the members of the Elementary Science Instructional Materials Review Team. These presentations occurred between September 2016 and January 2017. The team used a Vendor Presentation Review and Feedback form to gather information and submit comments. After all presentations were complete, the team met twice to analyze its findings using the Wisconsin Instructional Resources Review Tool for Science. As a result of these meetings, the team chose two finalists. Instructional materials and resources from both finalists were on display at the Educational Support Center from February 1 through 10, 2017. Instructional staff and community members were invited, via the Kenosha Unified School District media outlets, website, and the Kenosha News, to peruse the materials and provide feedback.

As a result of the in-depth review process described in this report, *Amplify Science* was selected as the core instructional program for Kenosha Unified School District kindergarten through grade 5 science. The new Amplify science curriculum is based on the Next Generation Science Standards. It was developed through a partnership between the Lawrence Hall of Science, a public science museum and research center at the University of California—Berkeley, and Amplify, a digital educational products company. The Amplify science curriculum blends digital experiences with hands-on lessons, and the units have been extensively field-tested. It is currently in use in over 55 districts in the United States, including districts in Wisconsin, California, New Jersey, and Pennsylvania.

Due to the weather related cancellation of the March 14, 2017, Curriculum/Program Standing Committee meeting, this report is being forwarded directly to the Board of Education. Administration recommends that the Board of Education grant approval to purchase kindergarten through fifth grade Amplify Science curriculum materials as outlined in this report.”

Mr. Wade moved to approve the purchase of the kindergarten through fifth grade Amplify Science curriculum materials as outlined in this report. Ms. Stevens seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis introduced the School District Self-Evaluation of the Status of Pupil Nondiscrimination of Equality of Educational Opportunities submitted by Mr. Willie Days, Coordinator of Student and Family Engagement; Mr. Juan Torres, Coordinator of Student and Family Engagement; Mrs. Cheryl Kothe, Coordinator of Career and Technical Education; Mr. Edward Kupka, Coordinator of Student Support; Mr. Scott Plank, Coordinator of Fine Arts; Mrs. Renee Blise, Research Coordinator; Mr. Bryan Mogensen, Coordinator of Athletics, Health, Physical Education, and Recreation; Ms. Susan Valeri, Chief of Special Education and Student Support; Mrs. Housaman; Dr. Ormseth; Mr. Keckler; and Dr. Savaglio-Jarvis, excerpts follow:

“PI 9.06 of the Wisconsin Administrative Code requires school boards to evaluate the status of nondiscrimination and equality of educational opportunity in school districts at least once every five years and report the results to the Wisconsin Department of

Public Instruction (DPI). This report covers administrative procedures, enrollment trends and practices, pupil services, trends in discipline data, extra-curricular and athletic participation, and trends in forms of recognition.

The self-evaluation is an invaluable tool that can be used to strengthen the commitment to foster equitable and successful schools for all students. In 1994, Wisconsin School Districts participated in Cycle I which focused on whether compliance had been achieved with the requirements established under Wisconsin's pupil nondiscrimination law. In 2001, districts participated in Cycle II and assessed the effectiveness of their efforts in achieving pupil nondiscrimination and equality of educational opportunity. In 2006 and 2011, districts were required to complete Cycle III, which evaluated the status of nondiscrimination and equality of educational opportunity.

To meet the five-year evaluation and reporting requirements in 2016, the Department of Public Instruction is requiring Wisconsin districts to again evaluate the subject areas and to create an evaluation report and assure the DPI of their work. The findings and recommendations for improvement should help to guide KUSD staff in the coming years.

Administration recommends that the School Board review and accept the School District Self-Evaluation of the Status of Pupil Nondiscrimination and Equality of Educational Opportunities at its March 28, 2017 meeting."

Mr. Keckler, Dr. Savaglio-Jarvis, and Ms. Valeri answered questions from Board Members.

Mr. Wade moved to accept the School District Self-Evaluation of the Status of Pupil Nondiscrimination and Equality of Educational Opportunities. Mr. Garcia seconded the motion. Unanimously approved.

Dr. Savaglio-Jarvis introduced the 2017-2018 Employee Handbook – Revised Edition submitted by Mrs. Petering and Dr. Savaglio-Jarvis. She noted that the item is on the agenda for discussion purposes only and that Mrs. Petering was present to answer any questions. There were no questions or discussion amongst Board members.

Mr. Snyder presented the Donations to the District.

Mrs. Snyder moved to approve the Donations to the District. Mr. Falkofske seconded the motion. Unanimously approved.

Mrs. Coleman introduced the Minutes of the 2/23/17, 2/28/17, and 3/7/17 Special Meetings and Executive Sessions, 2/23/17, 3/6/17, and 3/7/17 Special Meetings, and 2/28/17 Regular Meeting.

Mr. Falkofske moved to table the Minutes of the 3/6/17 Special Meeting and approve the remainder of the minutes. Ms. Stevens seconded the motion. Unanimously approved.

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

Meeting adjourned at 9:35 P.M.

Stacy Schroeder Busby
School Board Secretary

Kenosha Unified School District
Kenosha, Wisconsin
Summary of Cash Receipts and Disbursements
April 24, 2017

CASH RECEIPTS	reference	total
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March 2017 Wire Transfers-In, to Johnson Bank from:

WI Department of Public Instruction	<i>state aids register receipts</i>	\$ 48,198,754.18
Johnson Bank	<i>account interest</i>	148.20
US Treasury	<i>interest refund - various bond issues</i>	260,680.00
Bankcard Services (MyLunchMoney.com)	<i>food services credit card receipts (net of fees)</i>	169,300.56
Bank (RevTrak)	<i>district web store receipts (net of fees)</i>	93,807.73
Retired & Active Leave Benefit Participants	<i>premium reimbursements</i>	30,900.46
HHS	<i>head start grant</i>	198,106.73
Various Sources	<i>small miscellaneous grants / refunds / rebates</i>	73,487.27
Total Incoming Wire Transfers		49,025,185.13

March 2017 Deposits to Johnson Bank - All Funds:

General operating and food services receipts	<i>(excluding credit cards)</i>	463,125.83
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TOTAL MARCH CASH RECEIPTS

\$ 49,488,310.96

CASH DISBURSEMENTS	reference	total
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March 2017 Wire Transfers-Out, from Johnson Bank to:

Payroll & Benefit wires

Individual Employee Bank Accounts	<i>net payrolls by EFT (net of reversals)</i>	\$ 10,685,936.50
WI Department of Revenue	<i>state payroll taxes</i>	484,354.75
WI Department of Revenue	<i>state wage attachments</i>	3,223.52
IRS	<i>federal payroll taxes</i>	4,070,264.24
Delta Dental	<i>dental insurance premiums</i>	235,566.65
Diversified Benefits Services	<i>flexible spending account claims</i>	33,304.12
Employee Trust Funds	<i>wisconsin retirement system</i>	1,499,746.41
NVA	<i>vision insurance premiums</i>	15,248.78
Various	<i>TSA payments</i>	407,730.81

Subtotal 17,435,375.78

General Operating Wires

US Bank	<i>purchasing card payment-individuals</i>	246,567.20 *
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>	637.01
Various	<i>returned checks</i>	1,282.99

Subtotal 415,153.87

Total Outgoing Wire Transfers \$ 17,850,529.65

March 2017 Check Registers - All Funds:

Net payrolls by paper check	<i>Register# 01005DP, 01006DP 01806DP, 01007DP</i>	\$ 17,654.90
General operating and food services	<i>Check# 548379 thru Check# 549867 (net of void batches)</i>	8,535,724.96
Total Check Registers		\$ 8,553,379.86

TOTAL MARCH CASH DISBURSEMENTS

\$ 26,403,909.51

*See attached supplemental report for purchasing card transaction information

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

Billing Cycle Ending March 15, 2017

Merchant Name	Total
HOTEL	30,414.18
AIRLINE	16,618.07
MILWAUKEE BREWERS BOX OFF	11,095.00
CONVERGINT	9,575.41
MENARDS KENOSHA WI	9,444.29
VIKING ELECTRIC-DIST CTR	8,172.26
VEHICLE MAINT. & FUEL	8,106.55
RESTAURANTS & CATERING	7,949.25
WW GRAINGER	7,677.07
VIKING ELECTRIC-MILWAUKEE	5,228.82
FIRST SUPPLY LLC #2033	4,987.48
CLASS 1 AIR INC	4,829.05
AMAZON MKTPLACE PMTS	4,327.96
MARK S PLUMBING PARTS	3,987.19
INDUSTRIAL CONTROLS	3,896.88
WISMATH	3,705.00
FLORIDA LEAGUE OF IB SCH	3,700.00
MARTIN LUTHER COLLEGE	3,595.00
3654 INTERSTATE	3,484.00
AIRGASS NORTH	3,474.61
MAYFAIR RENT A CAR KENO	3,380.49
DISCOUNTMUGS.COM	3,226.64
HAJOCA KENOSHA PC354	3,103.40
PROVANTAGE LLC	2,738.71
ULINE *SHIP SUPPLIES	2,619.00
SQ *LAKELANDCOM-COM / BAR	2,499.00
ROCK SALT USA	2,349.00
DISCOVERY WORLD, LTD	2,320.00
PBBS EQUIPMENT CORP	2,215.88
HALLMAN LINDSAY PAINTS	2,180.07
PRUFROCK PRESS BOOK MAGAZ	1,920.00
NASP INC	1,753.00
DICKOW CYZAK TILE CARP	1,727.70
ACTIVE PARENTING PUBLISHE	1,687.95
USPS.COM POSTAL STORE	1,677.00
PESI INC	1,591.57
GETTY IMAGES	1,499.00
CINEMARK THEATRES 244	1,496.00
INT*BACCALAUREATE ORG	1,478.00
CHESTER ELECTRONIC SUPPLY	1,454.39
DEMCO INC	1,449.85
IN *GAPPA SECURITY SOLUTI	1,432.25
AMAZON.COM AMZN.COM/BILL	1,383.11
IMAGINE U LLC	1,350.00
SIMPLIFASTER	1,299.00
KITCHEN CUBES LLC	1,195.00
1000BULBS.COM	1,154.56

DESIGN AIR	1,111.38
JOHNSTONE SUPPLY	1,055.70
VARIZOOM	1,047.00
HOMEDEPOT.COM	999.93
VIKING ELECTRIC-SHEBOYGAN	973.84
HIGHWAY C SVC	972.84
CONNEY SAFETY	971.50
DASH MEDICAL GLOVES	966.00
WAL-MART #3322	965.00
MCMASTER-CARR	889.87
WM SUPERCENTER #1167	877.02
ARC*SERVICES/TRAINING	810.00
NASSP E-COMMERCE	787.34
NEVERWARE.COM	750.00
PAYPAL *DOMINATORAT	729.00
DF SUPPLY INC	726.58
LOWES #02560*	721.62
BB *KOHL CHILDREN'S M.	675.00
AMAZON.COM	650.26
WOODWORKERS HARDWARE - W	620.03
SPEEDY METALS - WEBSITE	613.42
ACME TOOLS #110	598.00
IRIS USA INC	552.00
TARGET.COM *	548.74
WAL-MART #2668	518.65
SHERWIN WILLIAMS 703180	497.19
HARBOR FREIGHT TOOLS 358	475.05
VIKING ELECTRIC-CREDIT DE	469.60
JUSTBUTTONS	453.20
ACCUBANKER	449.00
ZORO TOOLS INC	432.95
POSITIVE PROMOTIONS INC	401.39
SN *WISCONSIN FOOTBALL CO	395.00
USPS PO 5642800260	392.00
RESA POWER LLC	390.00
AMER LIB ASSOC-CAREER	370.00
DECKER EQUIPMENT	368.00
KENOSHA PUBLIC MUSEU	367.00
FITNESS FINDERS INC	347.27
ROCKLER	340.94
ENTERPRISE RENT-A-CAR	328.19
(800)6836346 VENDINI TIX	325.00
PAT'S SERVICES INC	325.00
FASTENAL COMPANY01	324.19
CABLEORGANIZER.COM	321.67
GROTH MUSIC	318.36
RAYMOND GEDDES	318.32
KENOSHA AREA BUSINESS	318.00
GROSH BACKDROPS & DRAPERY	317.08
IN *A BEEP, LLC	314.30
GOODWAY TECHNOLOGIES	310.00
BETTYMILLSC	308.56
PICK N SAVE 00068718	301.47
PAYPAL *UNITEDWAYKE	300.00
SMK*WUFOO.COM CHARGE	288.95

DISCOVERBOOKS - LETTHESTO	280.00
PARTY CITY	272.40
PROFESSIONAL SERVICE IND	270.00
REALLY GOOD *	267.70
KOLLEGE TOWN SPORTS	265.02
OTC BRANDS, INC.	259.82
GFS STORE #1919	254.09
BAUDVILLE INC.	250.81
BIG K LIMO	250.70
BEST BUY 00011916	248.95
JMB & ASSOCIATES	248.00
DAMARC QUALITY INSPECT	240.00
IN *HANSENS POOL & SPA, I	239.97
J W PEPPER AND SON INC	235.99
HERTZ RENT-A-CAR	234.78
FESTIVAL FOODS	233.76
TRANE SUPPLY-116407	232.75
BOSCH PACKAGING SERVICE	231.55
AT&T*BILL PAYMENT	229.00
IN *WISCONSIN SCHOOL MUSI	228.00
ASSOC SUPERV AND CURR	205.60
AUER STEEL - MILWAULKEE	204.20
COSTCO WHSE #1198	203.80
855-321-8844 TUGG.COM	202.00
KENOSHA COUNTY PARKS	200.00
RVT*KENOSHA UNIFIED SD	200.00
PAYPAL *SOUNDSSENSAT	197.75
PICK N SAVE 00068742	196.05
PRAIRIE SIDE TRUE VALUE	192.28
SAGE PUBLICATIONS	190.65
ADVENTURE ROCK	190.00
GATEWAY INDUSTRIAL	181.76
JACKS SMALL ENGINES & GEN	177.95
SAN-A-CARE	173.85
WALMART.COM	173.58
SAMSClub #6331	173.26
TARGET 00022517	171.54
ANIXTER/CLARK/TRI-ED	168.71
HOLLAND SUPPLY INC	161.10
AMERICAN ASSOC OF SCHOOL	160.10
HY VEE 1391	157.75
AED SUPERSTORE	152.10
KOHL'S #0212	150.00
WALMART.COM 8009666546	148.70
DG HARDWARE.	147.07
MEIJER STORE #284	139.28
WI SCHOOL COUNSELORS ASC	130.00
PIGGLY WIGGLY #209	121.65
REI*GREENWOODHEINEMANN	118.80
AMERICAN LIBRARY ASSOC	118.00
WOODWORKS, LTD	118.00
LAKE SIDE STEEL & MFG	116.80
GALCO INDUSTRIAL ELECTRO	115.28
WWW.KENNYPRODUCTS.COM	115.00
WSSCA	110.00

ADAFRUIT INDUSTRIES	108.43
REC PLEX SITE	107.98
ALICE TRAINING INSTITUTE	107.50
HOBBY LOBBY #350	103.28
A AND R DOOR SERVICE INC	100.00
SHIFFLER EQUIPMENT	94.23
NETBRANDS MEDIA CORP.	92.51
CC-653 MAC ARTHUR CO	91.80
WAL-MART #1167	88.66
ARO LOCK & DOOR	86.75
PIGGLY WIGGLY #004	83.85
FIRST BOOK	83.50
GUTTORMSEN RECREATION CEN	80.00
IN *SOFTBALL EXCELLENCE	80.00
RECREATION.GOV	76.00
L AND S ELECTRIC	73.00
PICK N SAVE 00068502	70.73
MOTOR CAPACITORS, INC.	67.20
WALGREENS #3153	67.11
EB FLESFEST 2017	65.00
MENARDS RACINE WI	64.99
MONOPRICE, INC.	63.68
STAPLES DIRECT	63.29
OFFICEMAX/OFFICEDEPOT6358	62.99
ANYTHING IN STAINE	56.24
BEST BUY 00000299	52.54
ACE EDUCATIONAL MOTO	50.09
WILLIAM V MACGILL & CO	48.65
PAYPAL *INSPEC INC	45.00
DOLLAR TREE	44.77
TPRS PUBLISHING INC.	44.50
GEMINI BUILDS IT	44.23
FATBRAIN TOYS	42.93
GORDON ELECTRIC SUPPLY	38.08
DOLLAR-GENERAL #6776	37.55
PAYPAL *PUCK	36.46
SAMSClub.COM	36.40
ETSY.COM	36.23
TOWN & COUNTRY GLASS INC	36.00
DHL EXPRESS(USA), INC	35.57
NATIONAL SCIENCE TEACHER	34.79
UPS*1ZC2T75D0300028219	32.56
FARM & FLEET STURTEVANT	32.55
PARKSIDE TRUE VALUE	30.40
ONLINE PRODUCT PURCHASES	28.48
AMTRAK 0671801063544	25.00
AMTRAK 0699312058380	25.00
CROWN TROPHY	24.25
DKC*DIGI KEY CORP	23.17
VTs CITY SERVICE TAXI	20.90
IN *MUHL TECH	20.00
HOERNEL LOCK & KEY OF KE	19.30
ALDI 64096	15.16
ZOOM.US	14.99
USPS PO 5676800171	13.60

SKILLSUSA ORG	13.00
CVS/PHARMACY #08777	12.94
VTS YELLOW CAB CHICAG	10.50
FLASH CAB	10.00
NELSON ELECTRIC	7.03
BARNES & NOBLE #2037	6.98
HUDSONNEWS ST1197	6.62
BABCOCK HALL DAIRY STORE	2.98
WISCONSIN ED...	(70.00)
48 HR BOOKS INC	(157.38)
SQ *SQUARE HARDWARE	(246.84)
SAKS DIRECT #689	(4,159.44)
US Bank Purchasing Card Payment - Individuals	246,567.20

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

April 24, 2017

Administrative Recommendation

It is recommended that the March 2017 cash receipt deposits totaling \$463,125.83, and cash receipt wire transfers-in totaling \$49,025,185.13, be approved.

Check numbers 548379 through 549867 totaling \$8,535,724.96, and general operating wire transfers-out totaling \$415,153.87, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the March 2017 net payroll and benefit EFT batches totaling \$17,435,375.78, and net payroll check batches totaling \$17,654.90, 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**

April 24, 2017

**POLICY 6610—PROCEDURES FOR SELECTING AND
USING SUPPLEMENTARY INSTRUCTIONAL MATERIALS**

Background

School Board Policy 6610 includes a seven-year curriculum cycle that details the selection and purchase of updated curriculum materials in Phase 3 of the seven-year cycle. To be responsive to the continuously changing global community and academic expectations and standards, it is essential that the curriculum cycle is reviewed regularly. When necessary, updates to this cycle are brought to the School Board for approval to ensure the immediate needs of students and teachers alike are addressed through this process.

The revisions to the seven-year cycle in Policy 6610 are based on maximizing curriculum funding allocations as well as the addition of early education and kindergarten through eighth grade Spanish language arts curriculum. The following chart indicates the year an update is made and the rationale for this change:

SEVEN-YEAR CURRICULUM REVIEW CYCLE UPDATES INCLUDING RATIONALE		
YEAR	PHASE	RATIONALE
2016-17	<u>Phase 1</u>	
	Eliminate 9-12 science electives, and rename 11-12 science (fourth courses).	Update verbiage to maintain consistency with other content areas.
	Add K-8 Spanish language arts.	Vertical alignment of K-8 Spanish language arts will improve student outcomes in Spanish language proficiency.
	<u>Phase 3</u>	
	Eliminate 3-5 social studies, and expand 3-5 science to K-5 science.	Vendor pricing was more competitive when purchasing for K-5 as compared to a K-2 and then a 3-5 purchase the

SEVEN-YEAR CURRICULUM REVIEW CYCLE UPDATES INCLUDING RATIONALE		
YEAR	PHASE	RATIONALE
	Eliminate 9-12 social studies (Government, Psychology and electives), and add 6-12 social studies (U.S. History and Government).	following school year. Potential realignment of 9-12 social studies courses is being considered to better align with Advanced Placement course offerings.
	<u>Phase 4</u> Eliminate K-2 science and expand K-2 social studies to K-5 social studies.	 Vendor pricing was more competitive when purchasing for K-5 as compared to a K-2 and then a 3-5 purchase the following school year.
2017-18	<u>Phase 1</u> Eliminate 6-8 social studies, and add 6-12 social studies (U.S. History/ Government).	 Expand curriculum development from grades 9-12 to grades 6-12 to support vertical alignment of U.S. History and Government courses.
2018-19	<u>Phase 1</u> Add early education curriculum. Add 9-12 social studies electives.	 Early education curriculum was inadvertently not included in the original policy. Begin curriculum review process of final secondary social studies elective courses.

SEVEN-YEAR CURRICULUM REVIEW CYCLE UPDATES INCLUDING RATIONALE		
YEAR	PHASE	RATIONALE
	Add 6-8 world language.	In 2012-2013 Rosetta Stone was purchased to supplement the 6-8 World Language resources. A complete curriculum review process for middle school will begin in the fall of 2018.

Recommendation

The Board of Education approved revised Policy 6610 as a first reading on March 28, 2017. Administration recommends that the Board of Education approve revised Kenosha Unified School District Policy 6610—Procedures for Selecting and Using Supplementary Instructional Materials as a second reading on April 24, 2017.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Ms. Julie Housaman
Chief Academic Officer

Mr. Che Kearby
Coordinator of Educator Effectiveness and Social Studies

Ms. Christine Pratt
Coordinator of Science

Ms. Sarah Smith
Coordinator of Language Acquisition

Ms. Luanne Rhode
Director of Early Education

POLICY 6610

SELECTION OF INSTRUCTIONAL MATERIALS

The selection of instructional materials, including required textbooks and supplementary books and materials, shall be recommended to the School Board by the Superintendent of Schools, in accordance with District rules and regulations. The Board shall make the final determination regarding selection of materials.

Textbooks and other materials which are required to be read by all students shall be evaluated and recommended to the Superintendent by the Assistant Superintendent of Teaching and Learning and the curriculum design team. This team is charged with the responsibility of screening materials and preparing recommendations for selection and adoption of instructional materials.

Supplementary materials which are to be used for particular programs in individual schools may be selected by teachers, teacher committees or departments with the approval of the principal, the Assistant Superintendent of Teaching and Learning, and the Superintendent/designee.

The Board shall adopt the required textbooks for the District.

The District shall not discriminate in the selection and evaluation of instructional and library materials or media on the basis of sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, physical, mental, emotional or learning disability or handicap. Discrimination complaints shall be processed in accordance with established procedures.

LEGAL REF.: Wisconsin Statutes

	Sections 118.03(2)	[Purchase of textbooks]
	118.13	{Student Pupil discrimination prohibited}
	120.10(15)	{Annual meeting power; authorize school to furnish } Textbooks}
	120.12(11)	{Board duty; provision of books and supplies to i ndigent students
children}		
	120.13	{School B oard powers to do all things reasonable for cause of
education}		
	120.13(5)	{Board power to purchase } Books, material and equipment and
materials for use		
	——— in schools}	
	421.02(1)(h)	{Instructional materials standard}
	Wisconsin Administrative Code	
	PI 9.03(1)	{Non discrimination statement required in instructional materials
		selection/evaluation policy Prohibiting discrimination against pupils}

CROSS REF.: 1410, Free Materials

2110, Benchmarks

3280, Student Fees

5110, Equal Educational Opportunities/Discrimination Complaint

6300, Curriculum Development and Improvement

6430, Instructional Arrangements (The Learning Situation)

6620, Library Resources

6810, Teaching ~~a~~**About** Controversial Issues

Board-Adopted Academic Standards

District Learning and Content Standards

AFFIRMED: September 24, 1991

REVISED: March 9, 1999
January 29, 2002
December 15, 2015
April 24, 2017

RULE 6610

**PROCEDURES FOR SELECTING AND USING
SUPPLEMENTARY INSTRUCTIONAL MATERIALS**

1. No student shall be required to read supplementary books; or those on a required list; if the parent/guardian indicates there are reasons why a particular book should not be read by their child.
2. Movies/video clips can enhance the educational experience for students. Therefore, movies/videos must be directly relevant to the curriculum and be appropriate for all students within the classroom. Following careful evaluation, movies/video clips in various formats and other audio-visual materials may be used for instructional purposes in accordance with District Policy 3531.1—Copyrighted Materials.
3. Movies/video clips are defined as being less than 25 minutes in length and are to be used with classroom discussion or activities.
4. Commercial entertainment videos having obvious educational value may be included when appropriate to the subject being studied. Commercial videos that are unrated or rated PG or PG-13 shall not be shown to students in the District without advance written notice to the parents. Such notice shall contain an accurate description of the contents of the film. No videos having an R, NC-17, or X shall be shown to students at any school.
5. Parents/guardians not wishing to have their children participate in viewing a particular video may indicate this decision in a note to the principal. The decision of the parent/guardian will be respected, and an assignment of equal value may be given as an alternative to attending the showing of such a video. The parent/guardian shall be given an opportunity to review District-owned audio-visual materials as available; at no additional expense to the District.

RULE 6610
 PROCEDURES FOR SELECTING AND USING
 SUPPLEMENTARY INSTRUCTIONAL MATERIALS

SEVEN-YEAR CURRICULUM REVIEW CYCLE

SCHOOL YEAR	PHASE 1: REVIEW	PHASE 2: DEVELOP	PHASE 3: PREPARE	PHASE 4: IMPLEMENT	PHASE 5: MONITOR		
	Year 1—How does what we are doing now correlate with the research?	Year 2—What are we going to do?	Year 3—How are we going to do it?	Year 4—What does it look like in the classroom?	Year 5—How will we know we accomplished what we intended?	Year 6—How well is it working, and how can we make it better?	Year 7—Is what we set out to do happening—are students learning?
2016-17	<ul style="list-style-type: none"> • K-5 math • 9-12 science electives • 11-12 science (fourth courses) • K-12 art • 9-12 career and technical education (business and family and consumer science) • K-8 Spanish language arts (dual language) 	<ul style="list-style-type: none"> • 9-12 social studies (World History) • K-12 health • 6-12 theatre • 6-11 science 	<ul style="list-style-type: none"> • 3-5 science • 3-5 social studies • 9-12 social studies (U.S. History) • 9-12 career and technical education (Exploring Health Occupations) • 9-12 world languages 	<ul style="list-style-type: none"> • 11-12 math (fourth courses) • K-2 science • K-25 social studies • 9-12 English Language Development III 	<ul style="list-style-type: none"> • K-5 reading • 6-12 English • K-12 English Language Development I/II 	<ul style="list-style-type: none"> • 6-10 math 	

SCHOOL YEAR	PHASE 1: REVIEW	PHASE 2: DEVELOP	PHASE 3: PREPARE	PHASE 4: IMPLEMENT	PHASE 5: MONITOR		
2017-18	<ul style="list-style-type: none"> 6-8 social studies 9-12 social studies (U.S. History/ Government, Psychology, and electives) 4-12 performance music Career and technical education (technology) 	<ul style="list-style-type: none"> K-5 math 9-12 science electives 11-12 science (fourth courses) K-12 art 9-12 career and technical education (business and family and consumer science) K-8 Spanish language arts (dual language) 	<ul style="list-style-type: none"> 9-12 social studies (World History) K-12 health 6-12 theatre 6-11 science 	<ul style="list-style-type: none"> 3-K-5 science 3-5 social studies 9-12 social studies (U.S. History) 9-12 career and technical education (Exploring Health Occupations) 9-12 world languages 	<ul style="list-style-type: none"> 11-12 math (fourth courses) K-2 science K-2-5 social studies 9-12 English Language Development III 	<ul style="list-style-type: none"> K-5 reading 6-12 English K-12 English Language Development I/II 	<ul style="list-style-type: none"> 6-10 math
2018-19	<ul style="list-style-type: none"> 6-10 math K-5 music Early education 9-12 social studies electives 6-8 world language 	<ul style="list-style-type: none"> 6-8 social studies 9-12 social studies (U.S. History/ Government, Psychology, and electives) 4-12 performance music Career and technical education (technology) 	<ul style="list-style-type: none"> K-5 math 9-12 science electives 11-12 science (fourth courses) K-12 art 9-12 career and technical education (business and family and consumer science) K-8 Spanish language arts 	<ul style="list-style-type: none"> 9-12 social studies (World History) K-12 health 6-11 theatre 6-11 science 	<ul style="list-style-type: none"> 3-K-5 science 3-5 social studies 9-12 social studies (U.S. History) 9-12 career and technical education (Exploring Health Occupations) 9-12 world languages 	<ul style="list-style-type: none"> 11-12 math (fourth courses) K-2 science K-2-5 social studies 9-12 English Language Development III 	<ul style="list-style-type: none"> K-5 reading 6-12 English K-12 English Language Development I/II

SCHOOL YEAR	PHASE 1: REVIEW	PHASE 2: DEVELOP	PHASE 3: PREPARE (dual language)	PHASE 4: IMPLEMENT	PHASE 5: MONITOR		
2019-20	<ul style="list-style-type: none"> • K-12 English language arts • K-12 English Language Development I/II • K-12 physical education 	<ul style="list-style-type: none"> • 6-10 math • K-5 music • Early education • 9-12 social studies electives • 6-8 world language 	<ul style="list-style-type: none"> • 6-8 social studies • 9-12 social studies (U.S. History/ Government, Psychology, and electives) • 6-12 choir, orchestra, and band • Career and technical education (technology) 	<ul style="list-style-type: none"> • K-5 math • 9-12 science electives • 11-12 science (fourth courses) • K-12 art • 9-12 career and technical education (business and family and consumer science) • K-8 Spanish language arts (dual language) 	<ul style="list-style-type: none"> • 6-12 social studies (World History) • K-12 health • 6-12 theatre • 6-11 science • 9-12 social studies (World History) • K-12 health 	<ul style="list-style-type: none"> • 3-5 science • 3-5 social studies • 9-12 social studies (U.S. History) • 9-12 career and technical education (Exploring Health Occupations) • 9-12 world languages 	<ul style="list-style-type: none"> • 11-12 math (fourth courses) • K-2 science • K-25 social studies • 9-12 English Language Development III • World languages

SCHOOL YEAR	PHASE 1: REVIEW	PHASE 2: DEVELOP	PHASE 3: PREPARE	PHASE 4: IMPLEMENT	PHASE 5: MONITOR		
2020-21		<ul style="list-style-type: none"> • K-12 English language arts • K-12 English Language Development I/II • K-12 physical education 	<ul style="list-style-type: none"> • 6-10 math • K-5 music • Early education • 9-12 social studies electives • 6-8 world language 	<ul style="list-style-type: none"> • 6-8 social studies • 9-12 social studies (U.S. History/ Government; psychology; and electives) • 6-12 choir, orchestra, and band • Career and technical education (technology) 	<ul style="list-style-type: none"> • K-5 math • 9-12 science electives • 11-12 science (fourth courses) • K-12 art • 9-12 career and technical education (business and family and consumer science) • K-8 Spanish language arts (dual language) 	<ul style="list-style-type: none"> • 6-12 social studies (World History) • K-12 health • 6-12 theatre • 6-11 science • 9-12 social studies (World History) • K-12 health 	<ul style="list-style-type: none"> • 3-5 science • 3-5 social studies • 9-12 social studies (U.S. History) • 9-12 math (Financial Algebra) • Career and technical education (Exploring Health Occupations) • 9-12 world languages

Throughout 2016-21 the Curriculum Review Cycle may need to be amended due to state and district curriculum and assessment guidelines and revisions.

KENOSHA UNIFIED SCHOOL DISTRICT

April 24, 2017

2017-2018 Employee Handbook – Revised Edition

Background

Kenosha Unified School District (“the District”) has an employee handbook that is in effect until June 30, 2017. Each year, the Office of Human Resources reviews and updates the employee handbook.

Below are the recommended changes for the 2017-2018 employee handbook. We presented these changes during three feedback sessions on March 14 (7:30 a.m. to 9 a.m.), March 15 (3:30 p.m. to 5 p.m.), and March 22 (4:30 p.m. to 6 p.m.). We offered three dates with varying times so that individuals from varying work shifts were accommodated for ease of attending.

On March 14, 2017, we had a total of three attendees. On March 15, 2017, we had a total of five attendees and eleven attendees on March 22, 2017. There were no questions or concerns posed as to the recommended changes.

The largest clean-up of the handbook took place in the last two years. So, it is our hope that in upcoming years there will be few changes, barring any updates in Board policy or federal and state laws.

Table of Contents (Pages 1-2)

The 2016-2017 edition of the Employee Handbook failed to include a table of contents. For the 2017-2018 edition of the Employee Handbook, we recommend adding a table of contents back to the document.

Introduction

Common Terms and Definitions (Page 3)

We recommend adding a definition for the term “workweek,” because it is used in payroll-related calculations and in FMLA leave allowance calculations.

Section 1: Employment (Pages 5-12)

Termination of Employment by the District (Page 10)

We recommend striking “Termination of Employment by the District” in Section 1 and moving this item to the newly created Section 6 (page 35) to consolidate all methods of employment separation and related employment actions into one section in the Handbook.

Employee Resignation/Retirement (Page 10)

We recommend striking “Employee Resignation/Retirement” in Section 1 and moving this item to the newly created Section 6 (page 35) to consolidate all methods of employment separation and related employment actions into one section in the Handbook.

Teacher Resignation Forfeiture (Page 10)

We recommend striking “Teacher Resignation Forfeiture” in Section 1 and moving this item to the newly created Section 6 (page 35) to consolidate all methods of employment separation and related employment actions into one section in the Handbook.

Break Time for Nursing Mothers (Page 11)

We recommend inclusion of “Break Time for Nursing Mothers” as a means to notify employees that the District maintains compliance with Section 7(r) of the Fair Labor Standards Act, as required by law, as it relates to providing nursing mothers with: (1) the necessary break time to express breast milk; and (2) a place shielded from view and free from intrusion, other than a bathroom, in which to do so.

Inclement Weather (Pages 11-12)

We recommend an update to the inclement weather provision to remove any reference to “miscellaneous employees”, as all KUSD employees previously classified as “miscellaneous” have been moved into other employee classifications.

Section 2: Compensation (Pages 13-14)

We recommend no changes.

Section 3: Employment Records (Pages 15-16)

We recommend no changes.

Section 4: Employee Benefits and General Leaves (Pages 17-28)

Vacation Days (Page 17)

We recommend an update to the vacation days provision to remove any reference to “miscellaneous employees,” as all KUSD employees previously classified as “miscellaneous” have been moved into other employee classifications.

Carry-Over Vacation Days (Page 18)

We recommend the inclusion of “Carry-Over Vacation Days” to alleviate the need to send out an annual carry-over vacation days memo.

Bereavement (Page 19-20)

We recommend removing the requirement of taking bereavement leave on consecutive days because typically arrangements for end-of-life planning (e.g. funeral, estate planning, etc.) cannot be done on consecutive days.

Family and Medical Leave Act (FMLA) (Pages 20-24)

We recommend an update to the FMLA provision verbiage to better reflect the true intent of the federal Family Medical Leave Act as well as the Wisconsin Family Medical Leave Act; to better reflect the leave allowances in both the federal and state laws; to better reflect the types of leave available; to include information related to the Wisconsin Bone Marrow and Organ Donation Leave Act, as required by law; and to include the applicable related legal references and Board policy cross references.

Unpaid Medical Leave (Page 24)

We recommend an update of the “Unpaid Medical Leave” provision verbiage to better reflect the reasons for unpaid medical leave’s intended use. Previously, the language did not clarify when unpaid medical leave was available. The revised language clarifies that an individual is eligible for unpaid medical leave when he/she has exhausted FMLA or did not originally qualify for FMLA and is still unable to return to work.

Section 5: Conditions of Employment (Pages 29-34)

Reduction in Force (Page 34)

We recommend striking “Reduction in Force” in Section 5 and moving it to the newly created Section 6 (page 35) to consolidate all methods of employment separation and related employment actions into one section in the Handbook.

Section 6: Employment Separation (Page 35)

Please see rationale presented under sections 1 (page 10) and 5 (page 34).

Section 7: Employee Conduct, Code of Ethics and Disciplinary Action (Pages 36-43)

We recommend no changes.

Administrative Recommendation

This document was shared as a discussion item on March 28, 2017. Administration recommends that the School Board approve the 2017-2018 employee handbook-revised edition as presented this evening as a first reading on April 24, 2017, and a second reading on March 23, 2017.

The following is the link to the 2017-2018 Employee Handbook – Revised Edition:

www.kusd.edu/docs/hr/2017-2018-Employee-Handbook.docx

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Annie Petering
Chief Human Resources Officer

Kenosha Unified School District
Kenosha, Wisconsin

April 24, 2017

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 April 24, 2017 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
Maris Education – Wisconsin Historical Society	The acquisition of <i>Wisconsin: Our State, Our Story</i> will complete the elementary adoption and prepare students for the Wisconsin Forward Exam.	\$87,412.50

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Mr. Tarik Hamdan
Chief Financial Officer

Julie Housaman
Chief Academic Officer, 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: Maris Education – Wisconsin Historical Society

Purchased Good/Program: Wisconsin: Our State, Our Story

Start Date/Date Needed: May 31, 2017

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

The School Board approved the purchase of kindergarten through fifth grade *myWorld Social Studies* series published by Pearson Education on June 28, 2016. At the time of this purchase, the Wisconsin Historical Society was in the process of developing a new edition for the 4th grade *Wisconsin: Our State, Our Story* text that is a resource for the 4th grade curriculum. Social Studies teachers reviewed the updated text to ensure that it did support the standards and benchmarks connected to 4th grade student learning. The purchase of these materials will complete the elementary adoption and provide teachers with an essential resource to address the standards and benchmarks directed toward the state of Wisconsin.

These materials will also be a resource that assists in preparing students to be successful in developing their skills in the use of higher level comprehension strategies, such as: making connections between the topic or information and what they already know, asking questions about the text and the author's purpose for writing it, visualizing the printed word, determining what is essential in what is being read, distinguishing between fact and fiction, determining cause and effect relationships, making inferences and synthesizing new information with existing knowledge to form original ideas. Student's ability to use these strategies flexibly based on the type of question is critical on the WI Forward Exam as well as the early preparation for students to obtain college and career ready goals.

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

The quote for materials and services is \$87,412.50. The funding source is the Teaching and Learning budget. The purchase includes: teacher materials, license for digital courseware, training for instructional staff.

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

- Support the content teaching standards, big ideas and essential questions outlined in the district social studies curriculum.
- Supplement the non-fiction English Language Arts (ELA) standards to ensure students are balancing non-fiction materials in their learning.
- Align to ELA curriculum and instructional resources to maximize instructional time for both content areas.
- Provide resources to support all learner's needs (e.g., students learning a second language, students needing scaffolded support above or below grade level, etc.).

The materials will be used to develop curriculum beginning in June 2017.

Appropriate Leadership Signature Julie Williams Date 3-19-17

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KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

April 24, 2017

Hourly Rate for Cafeteria Workers

Background:

Cafeteria Workers (previously called “Domestics”) are part-time, non-benefit eligible hourly paid employees working an average of 2.5 - 3.5 hours per day for lunch and 1.25 hours for breakfast, preparing/re-heating and serving our students their school meals. Currently, at 12 elementary schools, the same person works both breakfast and lunch. However, the same person working both meals fluctuates as the positions have a significant time gap between breakfast and lunch and are not ‘tied’ together. With 145 positions across all schools, plus a sub-pool of 10, Cafeteria Workers represent 75% of the Food Service Departments’ employees. The position description for the Cafeteria Worker position is provided as Attachment 1 to this report. Cafeteria Workers should not be confused with the Lunch Room Supervisors who supervise the students, collect lunch cards and wash the tables. The position description for Lunch Room Supervisor is provided as attachment 2 to this report.

Historically, Cafeteria Workers have been paid less than Lunch Room Supervisors. Currently Lunch Room Supervisors are paid \$13.92/hour and Cafeteria Workers are paid \$9.43/hour, a difference of \$4.49/hour. That difference in pay has grown significantly over the years. Looking back at the pay rates over the past twelve years one can see the difference between the two employment groups has increased from \$2.62/hour to the current \$4.49 during this period.

School Year	Cafeteria Workers	Noon Hour Supervisors
2004	\$8.05/hr.	\$10.67/hr.
2005	\$8.27	\$10.99
2006	\$8.50	\$11.32
2007	\$8.50	\$11.72
2008	\$8.97	\$12.13
2009	\$8.97	\$12.38
2010	\$8.97	\$12.63
2011	\$8.97	\$12.63
2012	\$8.97	\$12.63
2013	\$9.25	\$13.66
2014	\$9.43	\$13.92

2015	\$9.43	\$13.92
2016	\$9.43	\$13.92

The proposal is to increase the rate of pay for Cafeteria Workers to \$14.23/hour. Clearly, an increase of \$4.80/hour is significant especially in light of the current rate of pay of \$9.43/hour but multiple factors justify this increase. We experience staffing issues at our current rate of \$9.43/hour and the proposed rate of \$14.23/hour increase falls in line with other school districts the size of KUSD.

Staffing Level Issues:

Turn-over rate is percentage of the number of employees lost divided by the total number of employees. Historically, the turn-over rate for Cafeteria Worker positions has been 16% - 23% annually, meaning the Food Service Department would lose and have to replace between 25 – 35 employees each year. The most common reasons for leaving in the past have been gaining full-time employment, moving out of the area and child/parent care.

Beginning in the 2015-2016 school year, the Food Service Department experienced a significant increase in Cafeteria Workers leaving for higher paying jobs. At the same time, there has been a significant decrease in applicants available to replace them. The turn-over rate for just the first half of the 2016-17 school year is already at 38% as the job market has become saturated with positions that pay in the \$10-\$15/hour range for the same workforce. Here are just a couple of examples:

- Amazon
 - Part-time 20-25 hrs/week
 - \$12.50/hr with time and performance based wage increases
 - Positions also include benefits
- McDonalds
 - Part-time
 - \$8.25 starting, \$10.31 at 6 months, and \$12.88 at 12 months.
- Kwik Trip
 - \$11.50 starting, wage increase after 90 days and then annually
 - Positions also include benefits.

*Position descriptions for each of the above positions were difficult to obtain as companies referred requests for information to the company website with few details or companies did not respond to our requests.

Because of the difficulty in finding new staff, for the first time in at least 20 years we have turned to a temporary employment agency to help fill our open positions. The first four agencies contacted – Parallel, Manpower, Labor Solutions and QPS were unable to

provide us any assistance. The fifth agency contacted, Andrews Staffing has been able to provide us with six temporary employees. These employees earn \$10.00 per hour with a minimum 4 hour day through the agency. KUSD's Food Service Department has to pay the agency \$15.00 per hour with a 4 hour minimum for each person. Other steps taken to attract applicants have been to update the position title from Domestic to Cafeteria Worker, advertise available positions via social media, continued advertising at the Kenosha County Job Center and in the Menu Calendar that goes to every elementary family.

Proposed Solution and Funding Source:

The recommendation is to increase the hourly wage for Cafeteria Workers to \$14.23/hour with no benefits.

The Cafeteria Workers funding is 100% from the Food Service Department budget. The budget is accounted for in Fund 50 which is a completely separate fund from the KUSD General Fund (Fund 10). Fund 50 has its own revenue sources which are a combination of Federal dollars from the USDA, income generated through the sale of food, and a small amount of State aid. Fund 50 currently has a healthy fund balance as the fund has historically had more revenue than expenses each year. We are very confident that this wage increase can be absorbed without any financial impact on any other aspects of KUSD operations. In addition, the money generated by Fund 50 cannot be used for anything other than Food Service operations. We recommend that this change be implemented to take effect on May 10, 2017.

Administration Recommendation:

Administration recommends that the School Board approve the proposed wage increase for Cafeteria Workers from \$9.43 to \$14.23 per hour.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Dr. Bethany Ormseth
Chief of School Leadership

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

Mrs. Cindy Gossett, R.D.
Food Service Director



Cafeteria Worker

REPORTS TO: The Food Service Director

JOB CATEGORY: Support

FLSA STATUS/SHIFT: Nonexempt/First Shift

QUALIFICATIONS:

1. Education:
 - a. Preferred – High school diploma or its equivalent
2. Experience:
 - a. Preferred – One year previous food service experience
3. Certifications:
 - a. Required – Willingness and ability to obtain ServSafe certification
 - b. Preferred – Active ServSafe certification

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

1. Participates in all food preparation activities while adhering to USDA Child Nutrition Program and local sanitation regulations.
2. Participates in all mealtime preparations including, but not limited to:
 - a. counting and recording entrees, sides and milks received and served;
 - b. verifying and recording proper meal reheating and food temperatures;
 - c. setting up daily meal serving area & disposing of leftover food;
 - d. mixing, testing, and recording of sanitation solution to specification;
 - e. recording all cooler and freezer temperatures both at start of shift and end of shift daily;
 - f. calibrating thermometers weekly.
3. Assists students with selection of required-3 meal components & proper WinSnap Debit Card system usage.
4. Participates in the proper maintenance, cleanliness, and sanitation of food service area and equipment.

OTHER PERFORMANCE RESPONSIBILITIES:

1. Attends scheduled in-service meetings held at the ESC building.
2. Reports damaged meal cards needing replacement to the appropriate food service management.
3. Completes other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to practice safe food handling techniques.
2. Ability to monitor kitchen supplies and order from the central kitchen as necessary.
3. Ability to count money, calculate change and operate cash register.
4. Ability and willingness to wash dishes either by hand or through machine.

INTERPERSONAL QUALITIES:

1. Dedication to the mission of Kenosha Unified School District by providing support to the teaching and learning department.
2. Willing and able to adjust work habits and negotiate change as necessary in order to provide the best service to students and teachers
3. Ability to establish and maintain effective working relationships with students, fellow cafeteria workers, and other KUSD staff.

PHYSICAL DEMANDS: Must be able to remain in a standing position for 4 hours; must be able to repeatedly move position-related items weighing up to 35 pounds; must be able to work in both very warm and very cold environments.

EFFECTIVE DATE: Appointment to this position is subject to confirmation by the school board and effective thereafter.

TERMS OF EMPLOYMENT: 10 month

SALARY RANGE: Commensurate with experience

The Kenosha Unified School District No. 1 is an Equal Opportunity Educator/Employer with established policies prohibiting discrimination on the basis of age, race, creed, religion, color, gender, national origin, disability or handicap, sexual orientation, or political affiliation in an educational program, activity, or employment in the District. The Superintendent of Schools/designee (262-359-6320) addresses questions regarding student discrimination, and the Executive Director of Human Resources (262-359-6333) answers questions concerning staff discrimination.

CREATED: November 2015

REVISED: October 2015

REVISED: January 2017

Kenosha Unified School District No. 1
Kenosha, Wisconsin
POSITION SPECIFICATION

Attachment 2

Position Title

Lunch Room Supervisor

Primary Function

To assist in the supervision and serving of children during scheduled meal periods.

Responsibilities

1. Supervision
 - a. To have visible control of children at all times.
 - b. To maintain physical presence by circulating among students to monitor for behavior and serving issues.
 - c. To maintain and utilize positive discipline techniques as directed by the building principal.
2. Set-Up
 - a. Assist in setting up tables, preparing cleaning/sanitizing solution and other necessary equipment as directed.
3. Meal Cards
 - a. Collect meal cards either at the end of the meal line or at the point where students are receiving their meal.
4. Milk
 - a. Gather and dispense milk to students as directed.
5. Clean Up
 - a. Inform and monitor students to dispose of their garbage
 - b. Assist Domestic staff in cleaning and sanitizing tables.

Safety Expectations

1. To be knowledgeable of all school rules and regulations.
2. To be knowledgeable of safety procedures.
3. To report all accidents on approved District forms in a timely manner.

Additional Responsibilities

1. As assigned by building principal or District Policy.

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

April 24, 2017

SENIOR CENTER LEASE EXTENSION

Background:

The City of Kenosha and the Kenosha Senior Citizens Council, Inc. entered into a lease agreement for the building known as the Kenosha Senior Center in October of 1982. The Senior Citizens Council under the oversight of the Kenosha Unified School District has operated the Senior Center at that location for the past 35 years. During that time, the lease has been extended numerous times in five year increments with the financial considerations remaining the same which is an annual rent payment of One (\$1.00) Dollar. The most recent lease extension expired in 2009, and at that time the City proposed some major changes to the lease related to term of the lease and maintenance responsibilities that the Senior Citizens Council leadership could not agree to. Annual payment of the \$1 rent has continued since that time. In 2015, the City of Kenosha approached the Senior Citizens Council with a new lease extension proposal which again was not acceptable to the Senior Citizens Council leadership. Earlier this year, Mayor Antaramian and representatives of the Senior Citizens Council asked the City Administrator and the KUSD Director of Facilities to intercede on behalf of both the City and the Senior Citizens Council to develop a lease extension that would be agreeable to both parties.

There were several items in the new language proposed by the City that caused concern for the Senior Citizens Council, none more important than the articles related to the term of the lease and the associated termination language. The Senior Citizens Council leadership and its members felt that the proposed language reduced their bargaining power which gave them an overall feeling of uneasiness about their long-term use of the building. This item has been addressed in the latest version of the lease extension (a redline version is provided as Attachment A and a clean version as Attachment B to this report) through a number of changes: (1) the term of the extension has been increased from 5 to 10 years, (2) the termination language has been changed to be equal for both parties with a more reasonable notice period, and (3) KUSD has been named as a third party to the lease giving the Senior Citizens Council greater comfort on this issue as well as firming up the maintenance responsibilities discussed below.

For the past seventeen years, KUSD has been performing the maintenance on the inside of the building, and the City has taken care of grass cutting and snow removal. In addition, major capital improvements have been funded through the

cooperation of the City, KUSD and the Senior Citizens Center. Prior to this, the interior maintenance was performed in a variety of ways by the City, KUSD, outside contractors, and volunteers. We made this change in 2000 because of the overall condition of the building at the time, and the frequent confusion as to who was taking care of what. The proposed language from the City in 2015 was placing all of the maintenance responsibilities on the Senior Citizens Center which was not appropriate for several reasons. First, it was relieving the City of duties that it had performed the previous 30 plus years, second it was making an assumption that KUSD would take on this additional responsibility without the school district even being mentioned in the lease, third it was ignoring the fact that a portion of the exterior grounds is actually a City park that the City is legally required to maintain, and finally the City was placing all of the financial burden for major capital improvements to a building it owns on the Senior Citizens Center.

The new language documents the maintenance responsibilities that have been in place the past 17 years, clarifies the premises that the lease actually covers, reaffirms the financial cooperation for major capital improvements, and names KUSD as a third party to the lease to formally document our role in the agreement. This new language addresses all of the concerns that the Senior Citizens Council had related to the maintenance responsibilities for the Senior Center.

A handful of other minor changes have been made to the agreement to provide clarification and to make the lease agreement more understandable to all parties. The new lease extension was reviewed with the leadership of the Senior Citizens Council and the KUSD Coordinator of Athletics, Physical Education, Health, Recreation & Senior Center and the Kenosha Senior Center Program Director who both provide oversight to the Center. They are in agreement with the new language, and will be approving the lease extension at an upcoming meeting. The City of Kenosha Common Council will also need to review and approve the extension.

Formally introducing KUSD into this agreement is long overdue in light of the significant role that we play in the operation of the Senior Center. The terms of this agreement that are associated with KUSD only formalize the role that we have performed for over a decade.

Administration Recommendation:

Administration recommends Board approval of the proposed lease extension with the City of Kenosha and the Kenosha Senior Citizens Council, Inc. for the Kenosha Senior Center as described in the lease extension (Attachment B).

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

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

LEASE

Between

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

And

KENOSHA SENIOR CITIZENS COUNCIL, INC.,
A Wisconsin Non-Stock Corporation

And

KENOSHA UNIFIED SCHOOL DISTRICT
A Wisconsin Common School District

This Lease, made and entered into between the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", ~~and the~~ Kenosha Senior Citizens Council, Inc., a Wisconsin non-stock corporation, with principal offices located at 2717 67th Street, Kenosha, Wisconsin 53143, hereinafter referred to as "Corporation"; ~~and the Kenosha Unified School District, a Wisconsin common school district duly organized and existing under the laws of the State of Wisconsin with offices located at 3600 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "KUSD", collectively referred to as the parties.~~

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the ~~City and the Corporation~~ ~~parties~~ agree as follows:

1. LEASE TO CORPORATION. Subject to the terms of this Lease, the City leases to the Corporation and the Corporation leases from the City ~~certain portions of~~ the property commonly known as the Senior Citizens Center, hereinafter referred to as the "Leased Premises", located at 2717 - 67th Street, Kenosha, Wisconsin and more particularly described ~~as follows: and shown on attached Exhibit A.~~

~~Parcel No. 9630, Volume 695, Page 679, Document No. 472601 Lot one (1), two (2) and three (3) of E.H. Smith's Subdivision, of two and 04/100 (2.04) acres in the southeast quarter of section one (1), town one (1) north, of range twenty two (22) east of the fourth principal meridian, and lying and being in the City of Kenosha, in the County of Kenosha, and State of Wisconsin.~~

~~Parcel No. 9926-1, Volume No. 753, Page 461, Document No.~~

~~495053 a strip of land one hundred (100) feet in width, being fifty (50) feet in width on each side of the center line of the right of way of the Chicago and Milwaukee Electric Railroad Company (later the Chicago North Shore and Milwaukee Railroad Company, and then the Chicago and Northwestern Railway Company), as originally located and established, bounded on the north by the south line of 67th Street and bounded on the south by a line drawn parallel with and distance one hundred and seventy four and 56/100 (174.56) feet southerly, as measured along the centerline of 28th Avenue, from said south line of 67th Street containing four tenths (.40) acres more or less, and lying and being in the City of Kenosha, in the County of Kenosha, and State of Wisconsin.~~

~~Part of the southeast quarter of section 1, in town 1 north, range 22 east of the fourth principal meridian, more particularly described as follows:~~

~~Commencing at the point of intersection of the south line of 67th Street with the west line of 27th Avenue; thence south along and upon said west line of 27th Avenue 87 feet; thence west and parallel with the south line of 67th Street to the east line of the right of way of the Chicago, North Shore & Milwaukee Railroad Company; thence northerly along and upon said east line of said right of way to the south line of 67th Street; thence east along and upon the south line of 67th Street to the place of beginning, lying and being in the City of Kenosha, in the County of Kenosha and State of Wisconsin.~~

~~2. **TERM.** This Lease shall be for a term of five (5) years, commencing at 12:01 A.M. on November 1, 2016, and terminating at 11:59 P.M. on October 31, 2021. Between six (6) months and one (1) year prior to the expiration date of this Lease, the Corporation may request in writing, that the City negotiate a new lease. If timely notice is given to the City and the Corporation is in full compliance with this Lease, the City shall meet with the Corporation in good faith to negotiate a new Lease which may be for any term agreed to by the parties~~

2. **TERM.** The initial term of this Lease is for ten (10) years beginning April 1, 2017 and ending March 31, 2027. Thereafter, this Lease shall be automatically renewed for additional one year terms commencing April 1, 2027 and ending at midnight on March 31 of each succeeding year, upon the terms and conditions stated in this Lease unless any party provides written notice to any other party of its intent to terminate this Lease not less than one hundred eighty (180) days prior to the expiration of the then current term.

3. **EARLY TERMINATION.** Notwithstanding the provisions of Paragraph 25 of this Lease, during the initial ten (10) year term of this Lease any party may terminate this Lease upon ~~three hundred sixty five (365)~~ one hundred eighty (180) days written notice of termination to the other parties.

34. RENT. The Corporation shall pay rent to the City in the amount of One (\$1.00) Dollar per year, payable on ~~November~~ April 1st of each year during the term of this Lease.

4.5 USE. The Corporation shall use the Leased Premises for a Senior Citizens Center, which will be open to all senior citizens on a nondiscriminatory basis. The use of the Leased Premises shall comply with all applicable Federal, State and local laws, rules and regulations, shall not be used to create a public or private nuisance, and shall not subject the Leased Premises to damage over and above normal wear and tear.

The Corporation represents and warrants that its use of the Leased Premises will not generate any hazardous substances and that the Corporation will not store or dispose on the Leased Premises or transport to or over the Leased Premises any hazardous substances and that the Leased Premises including the facilities will not constitute, contain or generate any hazardous substance in violation of State or Federal law now or hereafter in effect. "Hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State, or local laws, regulations or rules now or hereafter in effect. The Corporation further represents and warrants that in the event of breakage, leakage, incineration or other disaster at the Leased Premises, the Corporation will notify the City immediately so that emergency precautions can be taken to prevent injury or damage.

~~5. MAINTENANCE. The Corporation, at the Corporation's cost and expense shall keep and maintain the Leased Premises in compliance with the City Building and Health Codes and in a state of good repair so that they are safe for persons frequenting the Leased Premises. Maintenance shall include, but not be limited to, the roof, parking lot, heating and cooling systems, plumbing and electrical systems, painting and decorating, and structural repairs. The Corporation, at the Corporation's cost and expense, shall promptly make repairs required to maintain and preserve the Leased Premises. The Corporation shall keep the Leased Premises free and clear of any and all liens and encumbrances, and if a lien or encumbrance should attach, shall remove or satisfy it immediately, or if the City should remove and satisfy said lien or encumbrance, reimburse the City forthwith for the cost thereof. The Corporation, at the Corporation's cost and expense, shall be responsible for janitorial services for the Leased Premises.~~

6. MAINTENANCE, REPAIR AND REPLACEMENT. ~~The Corporation, at the Corporation's cost and expense, shall keep and maintain the exterior of the Leased Premises in compliance with the City Building and Health Codes and in a state of good repair so that they are safe for persons frequenting the Leased Premises. The Corporation, at the Corporation's cost and expense, shall also be responsible for janitorial services for the Leased Premises. KUSD, at KUSD's cost and expense, shall keep and maintain the building being part interior of the Leased Premises in compliance with City Building and Health Codes and in a state of good repair so that they are it is safe for persons frequenting the Leased Premises. Exterior and interior~~ Maintenance of the building, ~~as the case may be,~~ shall include, but not be limited to, the roof, parking lots, heating and cooling systems, plumbing and electrical systems, structural repairs, walls, floors, doors, window frames, windows, plate glass, and painting and decorating. ~~The Corporation, at the Corporation's cost and expense, shall promptly make repairs required to maintain and preserve the exterior of the Leased Premises. KUSD, at KUSD's cost and expense,~~

shall promptly make repairs required to maintain and preserve the building being part ~~interior~~ of the Leased Premises. ~~The Corporation and KUSD shall keep the Leased Premises free and clear of any and all liens and encumbrances, for their respective maintenance and repairs and if a lien or encumbrance should attach, shall remove or satisfy it immediately, or if the City should remove and satisfy said lien or encumbrance, reimburse the City forthwith for the cost thereof. The Corporation, at the Corporation's cost and expense, shall also be responsible for janitorial services for the Leased Premises.~~

Roof replacement, major structural repairs, major parking lot repairs, and replacement of unrepairable heating, cooling, plumbing and electrical systems shall be mutually agreed upon by the parties and the cost of such work shall be shared by the parties as mutually agreed upon. Notwithstanding any other provisions in this Lease to the contrary, in the event the parties fail to agree on the scope, total cost, or their share of the cost of such work for a period of ninety (90) days, this Lease shall terminate upon thirty (30) days written notice of termination by any party to the other parties.

67. IMPROVEMENTS. The Corporation and KUSD shall be permitted to permanently remodel, improve and decorate the interior of the Leased Premises upon delivering to the City, through the Office of the Director of Community Development and Inspections, the plans and specifications therefor and obtaining the advance, written approval from the Director of Community Development and Inspections. The cost of any improvements shall be at the sole expense of the Corporation and KUSD, unless otherwise agreed in writing by the City. Approval of any requested improvements by the Director of Community Development and Inspections shall not be arbitrarily or unreasonably withheld. All permits, including building permits, where required, must be obtained at the Corporation's and KUSD's expense from the proper authorities, prior to remodeling and improving the Leased Premises. Maintenance painting shall not require prior City approval. The Corporation and KUSD, in improving the Leased Premises, shall comply with all applicable laws, including but not limited to, those prohibiting discrimination. ~~and those requiring the payment of prevailing wages.~~ The Corporation and KUSD in improving the Leased Premises, shall keep the Leased Premises free and clear of any and all liens and encumbrances, and if a lien or encumbrance should attach, shall remove or satisfy it immediately, or if the City should remove or satisfy said lien or encumbrance, reimburse the City forthwith for the cost thereof. Except as otherwise stated in this Lease, all contractors and all of their subcontractors who perform work under the provisions of this Lease shall carry, in full force and effect, worker's compensation, commercial general liability, umbrella liability, and automobile liability insurance coverages with limits reasonably determined by the Corporation and KUSD to protect the City, ~~and~~ the Corporation and KUSD from liability. Upon termination of this Lease, all improvements and additions shall accrue to the benefit and become the property of the City, except those additions and improvements made by the Corporation and KUSD which are not firmly affixed to the Leased Premises and may be removed by the Corporation and KUSD provided their removal causes no damage to the structure, walls, floors, plumbing or ceilings of the Leased Premises.

78. ACCESS TO LEASED PREMISES.

a. Voting Polling Place. The Corporation and KUSD agrees to and shall permit the City to use the Leased Premises as and for a polling place for elections without cost or fee to

the City.

b. Preservation of Leased Premises. The Corporation and KUSD agrees to and shall permit the City to send its representatives, agents and employees onto the Leased Premises at any time for the purpose of making repairs to the Leased Premises, when required by this Lease, or when deemed necessary by the City to preserve the Leased Premises.

c. Inspections. The Corporation and KUSD agrees to and shall permit the City Department of Community Development and Inspections and the Kenosha County Health Department to inspect the Leased Premises as they deem necessary. State and Federal personnel desiring to inspect the Leased Premises to determine compliance with Federal or State laws, rules or regulations or desiring to inspect the Leased Premises to determine the propriety of the expenditure or proposed expenditure of State or Federal grant funds, where applicable, shall also be permitted to inspect the Leased Premises. Except in emergency situations, inspection shall be preceded by reasonable advance notice.

89. SIGNS. The Corporation, at the Corporation's cost and expense, shall be permitted to place signs on the Leased Premises. The Corporation shall comply with all City ordinances regarding signs, including Chapter XV of the Code of General Ordinances for the City of Kenosha entitled "Signs" as may be amended from time to time during the term of this Lease. Upon termination of this Lease, the Corporation shall remove all signs from the Leased Premises in compliance with all City ordinances and shall restore the Leased Premises to their original condition.

910. UTILITIES. The Corporation shall pay for all utilities, heating and cooling expenses, including gas, electricity, telephone, sewer, water, and stormwater utility charges. Said bills shall be promptly paid upon receipt. The City shall not be responsible for interruptions in utility services.

101. CONDITION OF LEASED PREMISES. The Corporation and KUSD certifies that ~~it has~~ they have inspected the Leased Premises and finds them to be in satisfactory condition, suitable for the Corporation's and KUSD's intended purposes, and the Corporation and KUSD accepts the Leased Premises "as is".

112. INSURANCE. The Corporation and KUSD shall procure and maintain, during the term of this Lease, insurance policies as hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. The Corporation and KUSD shall annually furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of the City as an "additional insured", and proof of payment of premium to the City for approval. The Corporation and KUSD shall also provide the City with a copy of the endorsement naming the City as an additional insured. The insurance policy or policies shall contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the City will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or the Corporation or KUSD fails to maintain insurance coverage and such lapse or failure continues for fifteen (15) days

after notice from the City to the Corporation **and KUSD**, the City may terminate this Lease as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City throughout the term of this Lease. The City reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to the Corporation **and KUSD**, whenever minimum standards of the City for all insurance policies comparable to those covering the Corporation's **and KUSD's** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and the Corporation **and KUSD** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of the Lease. Should the Corporation **or KUSD** fail to furnish, deliver and maintain such insurance coverage, the City may obtain such insurance coverage and charge the Corporation **or KUSD** the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Corporation **or KUSD** to take out and/or maintain the required insurance shall not relieve the Corporation **or KUSD** from any liability under the Lease. This insurance requirement shall not be construed to conflict with the obligations of the Corporation **or KUSD** in **Section Paragraph 12** of this Lease. The Corporation **and KUSD** shall **each** maintain during the term of this Lease a general liability insurance policy with a minimum limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. In addition, the Corporation **and KUSD** shall **each** maintain during the term of the Lease an umbrella liability policy with a minimum limit of One Million Dollars (\$1,000,000.00). The umbrella liability policy shall not contain exclusions or exceptions not present in the general liability insurance policy.

123. MUTUAL INDEMNIFICATION. The Corporation **and KUSD** shall **jointly and severally** defend, indemnify and hold harmless the City and its officials, officers, departments, agencies, committees, Common Council members, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, actions or causes of action, loss, claims, demands, adverse administrative law violations, suits, judgments, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including actual and reasonable attorney fees of counsel selected by the City and all other costs and expenses of litigation), of every kind and description, or injury to persons or property damage or other liability direct or indirect, alleged or proven, arising out of directly or indirectly or in connection with, or occurring during, the term of this Lease where such liability is founded upon or occurring out of, the acts or omissions of the Corporation, **KUSD**, ~~their~~ **its** officers, officials, agents, assigns, or employees. The Corporation **and KUSD** agrees to protect themselves ~~itself~~ and the City under this indemnity provision with the insurance coverages set forth in this Lease.

The City shall defend, indemnify and hold harmless the Corporation **and KUSD** and ~~its~~ **their** officials, officers, departments, agencies, committees, Board members, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, actions or causes of action, loss, claims, demands, adverse administrative law violations, suits, judgments, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including actual and reasonable attorney fees of counsel selected by the Corporation **and KUSD** and all other costs and expenses of litigation), of every kind and description, or injury to persons or property damage or other liability direct or indirect, alleged or proven, arising out of directly or indirectly or in connection with, or occurring during, the term of

this Lease where such liability is founded upon or occurring out of, the acts or omissions of the City, its officers, officials, agents, assigns, or employees.

No provision of this Lease is intended, or shall be construed, to be a waiver for any purpose by the City of the provisions of Section 893.80 of the Wisconsin Statutes or amendment thereto or other applicable limits on municipal liability, nor shall any provision be construed to be a waiver of any defense or immunity available to the City.

134. DESTRUCTION OF LEASED PREMISES. If, during the term of this Lease, the Leased Premises are damaged in excess of Ten Thousand (\$10,000.00) Dollars, or totally destroyed by fire, lightning, windstorm, tornado, water or any other cause, the City, at its option, except as herein provided, may either repair the Leased Premises or terminate this Lease. If during the term of this Lease, the Leased Premises are damaged to the extent that repairs may be made for Ten Thousand (\$10,000.00) Dollars or less, then the City shall repair the Leased Premises at its expense as soon as practicable. However, no such repairs will be made at the City's expense where repairs were necessitated through deterioration of the Leased Premises due to normal wear and tear or through the negligence of the Corporation **or KUSD**. The Corporation **or KUSD** may elect to repair the Leased Premises at its expense and continue this Lease in full force and effect if the City is not required to repair the Leased Premises and refuses to do so under the terms of this Lease. Nothing in this Lease shall prevent the City from voluntarily making any repairs which it is not required to make. The Corporation and any authorized assignee or sublessee are responsible for insuring its personal property against loss by theft, fire, lightning, windstorm, tornado, water or any other cause. The City is not, in any manner, responsible for the Corporation's property or the property of any authorized assignee or sublessee kept or stored on the Leased Premises, even where said damage is caused from latent defects of the Leased Premises.

145. ASSIGNMENT, SUBLEASE. The Corporation may not assign its rights under this Lease or sublease all or any part of the Leased Premises without the prior approval of the Common Council, ~~except that KUSD may maintain offices in the Leased Premises. except that the Recreation Department operated by Kenosha Unified School District No. 1 may maintain offices in the building, being part of the Leased Premises.~~ Any assignee or sublessee must respect the terms of this Lease to which their rights are subordinate.

156. LAWS. The Corporation **and KUSD** agrees to comply with all applicable Federal, State and local laws, rules and regulations governing the use of the Leased Premises.

167. QUIET ENJOYMENT. The City covenants and agrees, so long as the Corporation **and KUSD** shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Corporation **and KUSD** shall peaceably and quietly have, hold and enjoy the Leased Premises subject to the right of the City to inspect or repair the Leased Premises.

178. NONWAIVER OF RIGHTS. The failure of ~~either~~ **any** party to insist upon strict performance of any of the terms, covenants or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default.

~~**18. SURRENDER.** The Corporation, on termination of this Lease, shall~~

~~immediately remove all personal property and immediately surrender possession of the Leased Premises in good condition, less normal wear and tear, to the City and deliver to the City all keys.~~

19. SURRENDER. Unless otherwise provided in this Lease, the Corporation and KUSD shall remove all personal property and surrender possession of the Leased Premises to the City within three hundred sixty-five (365) days from the date of termination of this Lease.

1920. INTEGRATION. This document is fully integrated, embodying the entire agreement between the parties.

2021. SANITATION. The Corporation will provide adequate and appropriate containers for the temporary storage of trash and garbage in accordance with the requirements of the City Department of Public Works. The City will pick up trash and garbage in the course of its normal schedule for such operations. The Corporation shall not permit any unattractive and unsanitary accumulation of trash, debris or litter on the Leased Premises. Piling of boxes, cartons, drums or other similar items in an unsightly or unsafe manner on or about the Leased Premises is strictly prohibited.

212. BENEFITS. The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

223. CITY CODES. The Corporation and KUSD at ~~its~~ their expense ~~is~~ are responsible for bringing the Leased Premises into compliance with the Building, Fire and Health Codes and keeping and maintaining the Leased Premises in compliance therewith during the term of this Lease.

234. SNOW REMOVAL. The ~~Corporation~~City is responsible for snow and ice removal upon the Leased Premises and will do so as soon as practicable after a snowfall or after drifting of snow. Snow and ice removal shall be done in a good workmanlike manner as will make the Leased Premises as safe as the nature of the Leased Premises would reasonably permit.

245. TERMINATION. The City shall, upon breach or default by the Corporation or KUSD with respect to any of the provisions of this Lease, provide the Corporation and KUSD with written notice thereof and the Corporation and KUSD shall then have thirty (30) days to either correct the breach or default or commence corrective action if the breach or default cannot be remedied within said time. If the breach or default cannot be remedied within thirty (30) days, the Corporation and KUSD shall have a reasonable time to do so. If after the above described specified days or a reasonable time, whichever is longer, the Corporation and KUSD ~~has~~ have not remedied the breach or default, then the City shall be required to provide the Corporation and KUSD with a second written notice stating its intent to terminate this Lease. Following the service of the said second notice, the Common Council shall, in open session, and after giving the Corporation and KUSD an opportunity to be heard, determine whether or not this Lease shall be terminated. Nothing herein shall be construed to require that a full, due process, evidentiary hearing be held prior to the termination of this Lease. Should the Common Council terminate this Lease, the termination shall be effective thirty (30) days after such action is taken, unless the Leased Premises are abandoned or in danger of damage or destruction, in which event termination shall be forthwith

or as otherwise provided by the Common Council.

Nothing herein shall prejudice any other legal or equitable remedies which the City may have against the Corporation or KUSD, including the right to money damages.

256.NONDISCRIMINATION. The Corporation **and KUSD** may not, in ~~its~~ **their** use of the Leased Premises, discriminate against any person contrary Federal, State or Local laws, regulations or rules now or hereinafter in effect.

267.SEVERABILITY. This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition or provision of this Lease so long as such deletion does not materially prejudice the City, ~~or~~ the Corporation **or KUSD** in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

~~**27. TERMINATION BY CORPORATION.** The Corporation, at its option, may declare this Lease terminated for any reason, upon submitting to City thirty (30) days advance, written notice of its election to terminate.~~

28. NOTICE. Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the Corporation, KUSD or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Corporation: Kenosha Senior Citizens Council, Inc.
2717 67th Street
Kenosha, Wisconsin 53143

If to KUSD: Kenosha Unified School District
Attn: Patrick M. Finnemore
Director of Facilities
3600 52nd Street
Kenosha, Wisconsin 53144

If to City: City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to: Director of Public Works
City of Kenosha Municipal Building
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

Office of the City Attorney
City of Kenosha Municipal Building
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

29. AUTHORITY. The City enters into this Lease by authorization of action taken by the Common Council on the _____ day of _____, 2017.

The Corporation ~~and KUSD~~ represents to the City ~~that the Corporation is a Wisconsin non-stock corporation in good standing and~~ that all acts which are a condition precedent entering into this Lease on behalf of ~~the~~ Kenosha Senior Citizens Council, Inc. ~~and Kenosha Unified School District~~ have timely taken place.

Signature pages follow

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

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
DEBRA L. SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2017, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

KENOSHA SENIOR CITIZENS
COUNCIL, INC.,
A Wisconsin Non-Stock Corporation

BY: _____
_____, President

Date: _____

BY: _____
_____, Secretary

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2017, _____, President, and _____, Secretary, of the Kenosha Senior Citizens Council, Inc., a Wisconsin non-stock corporation, to me known to be the persons who executing the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Print Name: _____
 Notary Public, Kenosha County, WI.
 My Commission expires/is: _____

KENOSHA UNIFIED SCHOOL DISTRICT
A Wisconsin Common School District

By: _____
TAMARRA COLEMAN
President, Board of Education

Date: _____

By: _____
PATRICK FINNEMORE
Director of Facilities

Date: _____

STATE OF WISCONSIN)
: SS.
KENOSHA COUNTY)

Personally came before me this ____ day of _____, 2017, Tamarra Coleman, President of the Board of Education and Patrick Finnemore, Director of Facilities for the Kenosha Unified School District, a Wisconsin Common School District, to me known to be such President and Director of Facilities of said common school district, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said common school district by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

DRAFTED BY:

JONATHAN A. MULLIGAN
Assistant City Attorney
Office of the City Attorney
625 52nd Street, RM 201
Kenosha, Wisconsin 53140
Phone: 262-653-4170
Fax: 262-925-5933
jmulligan@kenosha.org

EXHIBIT A

Parcel No. 9630, Volume 695, Page 679, Document No. 472601 Lot one (1), two (2) and three (3) of E.H. Smith's Subdivision, of two and 04/100 (2.04) acres in the southeast quarter of section one (1), town one (1) north, of range twenty-two (22) east of the fourth principal meridian, and lying and being in the City of Kenosha, in the County of Kenosha, and State of Wisconsin.

Parcel No. 9926-1, Volume No. 753, Page 461, Document No. 495053 a strip of land one hundred (100) feet in width, being fifty (50) feet in width on each side of the center line of the right-of-way of the Chicago and Milwaukee Electric Railroad Company (later the Chicago North Shore and Milwaukee Railroad Company, and then the Chicago and Northwestern Railway Company), as originally located and established, bounded on the north by the south line of 67th Street and bounded on the south by a line drawn parallel with and distance one hundred and seventy-four and 56/100 (174.56) feet southerly, as measured along the centerline of 28th Avenue, from said south line of 67th Street containing four tenths (.40) acres more or less, and lying and being in the City of Kenosha, in the County of Kenosha, and State of Wisconsin.

Part of the southeast quarter of section 1, in town 1 north, range 22 east of the fourth principal meridian, more particularly described as follows:

Commencing at the point of intersection of the south line of 67th Street with the west line of 27th Avenue; thence south along and upon said west line of 27th Avenue 87 feet; thence west and parallel with the south line of 67th Street to the east line of the right-of-way of the Chicago, North Shore & Milwaukee Railroad Company; thence northerly along and upon said east line of said right-of-way to the south line of 67th Street; thence east along and upon the south line of 67th Street to the place of beginning, lying and being in the City of Kenosha, in the County of Kenosha and State of Wisconsin.

City of Kenosha

General Location Map



Leased Premises



0 100
Feet

LEASE

Between

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

And

KENOSHA SENIOR CITIZENS COUNCIL, INC.,
A Wisconsin Non-Stock Corporation

And

KENOSHA UNIFIED SCHOOL DISTRICT
A Wisconsin Common School District

This Lease, made and entered into between the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", the Kenosha Senior Citizens Council, Inc., a Wisconsin non-stock corporation, with principal offices located at 2717 67th Street, Kenosha, Wisconsin 53143, hereinafter referred to as "Corporation" and the Kenosha Unified School District, a Wisconsin common school district duly organized and existing under the laws of the State of Wisconsin with offices located at 3600 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "KUSD", collectively referred to as the parties.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

1. LEASE TO CORPORATION. Subject to the terms of this Lease, the City leases to the Corporation and the Corporation leases from the City the property commonly known as the Senior Citizens Center, hereinafter referred to as the "Leased Premises", located at 2717 - 67th Street, Kenosha, Wisconsin and more particularly described and shown on attached Exhibit A.

2. TERM. The initial term of this Lease is for ten (10) years beginning May 1, 2017 and ending April 30, 2027. Thereafter, this Lease shall be automatically renewed for additional one year terms commencing May 1, 2027 and ending at midnight on April 30 of each succeeding year, upon the terms and conditions stated in this Lease unless any party provides written notice to any other party of its intent to terminate this Lease not less than one hundred eighty (180) days prior to the expiration of the then current term.

3. EARLY TERMINATION. Notwithstanding the provisions of Paragraph 25 of this Lease, during the initial ten (10) year term of this Lease any party may terminate this Lease upon

one hundred eighty (180) days written notice of termination to the other parties.

4. RENT. The Corporation shall pay rent to the City in the amount of One (\$1.00) Dollar per year, payable on May 1st of each year during the term of this Lease.

5. USE. The Corporation shall use the Leased Premises for a Senior Citizens Center, which will be open to all senior citizens on a nondiscriminatory basis. The use of the Leased Premises shall comply with all applicable Federal, State and local laws, rules and regulations, shall not be used to create a public or private nuisance, and shall not subject the Leased Premises to damage over and above normal wear and tear.

The Corporation represents and warrants that its use of the Leased Premises will not generate any hazardous substances and that the Corporation will not store or dispose on the Leased Premises or transport to or over the Leased Premises any hazardous substances and that the Leased Premises including the facilities will not constitute, contain or generate any hazardous substance in violation of State or Federal law now or hereafter in effect. "Hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State, or local laws, regulations or rules now or hereafter in effect. The Corporation further represents and warrants that in the event of breakage, leakage, incineration or other disaster at the Leased Premises, the Corporation will notify the City immediately so that emergency precautions can be taken to prevent injury or damage.

6. MAINTENANCE, REPAIR AND REPLACEMENT. KUSD, at KUSD's cost and expense, shall keep and maintain the building being part of the Leased Premises in compliance with City Building and Health Codes and in a state of good repair so that it is safe for persons frequenting the Leased Premises. Maintenance of the building shall include, but not be limited to, the roof, heating and cooling systems, plumbing and electrical systems, structural repairs, walls, floors, doors, window frames, windows, plate glass, painting and decorating. KUSD, at KUSD's cost and expense, shall promptly make repairs required to maintain and preserve the building being part of the Leased Premises. KUSD shall keep the Leased Premises free and clear of any and all liens and encumbrances, and if a lien or encumbrance should attach, shall remove or satisfy it immediately, or if the City should remove and satisfy said lien or encumbrance, reimburse the City forthwith for the cost thereof. The Corporation, at the Corporation's cost and expense, shall be responsible for janitorial services for the Leased Premises.

Roof replacement, major structural repairs, major parking lot repairs, and replacement of unrepairable heating, cooling, plumbing and electrical systems shall be mutually agreed upon by the parties and the cost of such work shall be shared by the parties as mutually agreed upon. Notwithstanding any other provisions in this Lease to the contrary, in the event the parties fail to agree on the scope, total cost, or their share of the cost of such work for a period of ninety (90) days, this Lease shall terminate upon thirty (30) days written notice of termination by any party to the other parties.

7. IMPROVEMENTS. The Corporation and KUSD shall be permitted to permanently remodel, improve and decorate the interior of the Leased Premises upon delivering to the City,

through the Office of the Director of Community Development and Inspections, the plans and specifications therefor and obtaining the advance, written approval from the Director of Community Development and Inspections. The cost of any improvements shall be at the sole expense of the Corporation and KUSD, unless otherwise agreed in writing by the City. Approval of any requested improvements by the Director of Community Development and Inspections shall not be arbitrarily or unreasonably withheld. All permits, including building permits, where required, must be obtained at the Corporation's and KUSD's expense from the proper authorities, prior to remodeling and improving the Leased Premises. Maintenance painting shall not require prior City approval. The Corporation and KUSD, in improving the Leased Premises, shall comply with all applicable laws, including but not limited to, those prohibiting discrimination. The Corporation and KUSD in improving the Leased Premises, shall keep the Leased Premises free and clear of any and all liens and encumbrances, and if a lien or encumbrance should attach, shall remove or satisfy it immediately, or if the City should remove or satisfy said lien or encumbrance, reimburse the City forthwith for the cost thereof. Except as otherwise stated in this Lease, all contractors and all of their subcontractors who perform work under the provisions of this Lease shall carry, in full force and effect, worker's compensation, commercial general liability, umbrella liability, and automobile liability insurance coverages with limits reasonably determined by the Corporation and KUSD to protect the City, the Corporation and KUSD from liability. Upon termination of this Lease, all improvements and additions shall accrue to the benefit and become the property of the City, except those additions and improvements made by the Corporation and KUSD which are not firmly affixed to the Leased Premises and may be removed by the Corporation and KUSD provided their removal causes no damage to the structure, walls, floors, plumbing or ceilings of the Leased Premises.

8. ACCESS TO LEASED PREMISES.

a. Voting Polling Place. The Corporation and KUSD agree to and shall permit the City to use the Leased Premises as and for a polling place for elections without cost or fee to the City.

b. Preservation of Leased Premises. The Corporation and KUSD agree to and shall permit the City to send its representatives, agents and employees onto the Leased Premises at any time for the purpose of making repairs to the Leased Premises, when required by this Lease, or when deemed necessary by the City to preserve the Leased Premises.

c. Inspections. The Corporation and KUSD agree to and shall permit the City Department of Community Development and Inspections and the Kenosha County Health Department to inspect the Leased Premises as they deem necessary. State and Federal personnel desiring to inspect the Leased Premises to determine compliance with Federal or State laws, rules or regulations or desiring to inspect the Leased Premises to determine the propriety of the expenditure or proposed expenditure of State or Federal grant funds, where applicable, shall also be permitted to inspect the Leased Premises. Except in emergency situations, inspection shall be preceded by reasonable advance notice.

9. SIGNS. The Corporation, at the Corporation's cost and expense, shall be permitted to place signs on the Leased Premises. The Corporation shall comply with all City ordinances regarding signs, including Chapter XV of the Code of General Ordinances for the City of Kenosha

entitled "Signs" as may be amended from time to time during the term of this Lease. Upon termination of this Lease, the Corporation shall remove all signs from the Leased Premises in compliance with all City ordinances and shall restore the Leased Premises to their original condition.

10. UTILITIES. The Corporation shall pay for all utilities, heating and cooling expenses, including gas, electricity, telephone, sewer, water, and stormwater utility charges. Said bills shall be promptly paid upon receipt. The City shall not be responsible for interruptions in utility services.

11. CONDITION OF LEASED PREMISES. The Corporation and KUSD certify that they have inspected the Leased Premises and find them to be in satisfactory condition, suitable for the Corporation's and KUSD's intended purposes, and the Corporation and KUSD accept the Leased Premises "as is".

12. INSURANCE. The Corporation and KUSD shall procure and maintain, during the term of this Lease, insurance policies as hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. The Corporation and KUSD shall annually furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of the City as an "additional insured", and proof of payment of premium to the City for approval. The Corporation and KUSD shall also provide the City with a copy of the endorsement naming the City as an additional insured. The insurance policy or policies shall contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the City will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or the Corporation or KUSD fail to maintain insurance coverage and such lapse or failure continues for fifteen (15) days after notice from the City to the Corporation and KUSD, the City may terminate this Lease as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City throughout the term of this Lease. The City reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to the Corporation and KUSD, whenever minimum standards of the City for all insurance policies comparable to those covering the Corporation's and KUSD's operations hereunder are enacted which adopt or increase the minimum insurance requirements, and the Corporation and KUSD shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of the Lease. Should the Corporation or KUSD fail to furnish, deliver and maintain such insurance coverage, the City may obtain such insurance coverage and charge the Corporation or KUSD the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Corporation or KUSD to take out and/or maintain the required insurance shall not relieve the Corporation or KUSD from any liability under the Lease. This insurance requirement shall not be construed to conflict with the obligations of the Corporation or KUSD in Paragraph 13 of this Lease. The Corporation and KUSD shall each maintain during the term of this Lease a general liability insurance policy with a minimum limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. In addition, the Corporation and KUSD shall each maintain during the term of the Lease an umbrella liability policy with a minimum limit of One Million Dollars (\$1,000,000.00). The umbrella liability

policy shall not contain exclusions or exceptions not present in the general liability insurance policy.

13. MUTUAL INDEMNIFICATION. The Corporation and KUSD shall jointly and severally defend, indemnify and hold harmless the City and its officials, officers, departments, agencies, committees, Common Council members, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, actions or causes of action, loss, claims, demands, adverse administrative law violations, suits, judgments, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including actual and reasonable attorney fees of counsel selected by the City and all other costs and expenses of litigation), of every kind and description, or injury to persons or property damage or other liability direct or indirect, alleged or proven, arising out of directly or indirectly or in connection with, or occurring during, the term of this Lease where such liability is founded upon or occurring out of, the acts or omissions of the Corporation, KUSD, their officers, officials, agents, assigns, or employees. The Corporation and KUSD agree to protect themselves and the City under this indemnity provision with the insurance coverages set forth in this Lease.

The City shall defend, indemnify and hold harmless the Corporation and KUSD and their officials, officers, departments, agencies, committees, Board members, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, actions or causes of action, loss, claims, demands, adverse administrative law violations, suits, judgments, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including actual and reasonable attorney fees of counsel selected by the Corporation and KUSD and all other costs and expenses of litigation), of every kind and description, or injury to persons or property damage or other liability direct or indirect, alleged or proven, arising out of directly or indirectly or in connection with, or occurring during, the term of this Lease where such liability is founded upon or occurring out of, the acts or omissions of the City, its officers, officials, agents, assigns, or employees.

No provision of this Lease is intended, or shall be construed, to be a waiver for any purpose by the City of the provisions of Section 893.80 of the Wisconsin Statutes or amendment thereto or other applicable limits on municipal liability, nor shall any provision be construed to be a waiver of any defense or immunity available to the City.

14. DESTRUCTION OF LEASED PREMISES. If, during the term of this Lease, the Leased Premises are damaged in excess of Ten Thousand (\$10,000.00) Dollars, or totally destroyed by fire, lightning, windstorm, tornado, water or any other cause, the City, at its option, except as herein provided, may either repair the Leased Premises or terminate this Lease. If during the term of this Lease, the Leased Premises are damaged to the extent that repairs may be made for Ten Thousand (\$10,000.00) Dollars or less, then the City shall repair the Leased Premises at its expense as soon as practicable. However, no such repairs will be made at the City's expense where repairs were necessitated through deterioration of the Leased Premises due to normal wear and tear or through the negligence of the Corporation or KUSD. The Corporation or KUSD may elect to repair the Leased Premises at its expense and continue this Lease in full force and effect if the City is not required to repair the Leased Premises and refuses to do so under the terms of this Lease. Nothing in this Lease shall prevent the City from voluntarily making any repairs which it is not required to make. The Corporation and any authorized assignee or sublessee are responsible

for insuring its personal property against loss by theft, fire, lightning, windstorm, tornado, water or any other cause. The City is not, in any manner, responsible for the Corporation's property or the property of any authorized assignee or sublessee kept or stored on the Leased Premises, even where said damage is caused from latent defects of the Leased Premises.

15. ASSIGNMENT, SUBLEASE. The Corporation may not assign its rights under this Lease or sublease all or any part of the Leased Premises without the prior approval of the Common Council except that KUSD may maintain offices in the Leased Premises. Any assignee or sublessee must respect the terms of this Lease to which their rights are subordinate.

16. LAWS. The Corporation and KUSD agrees to comply with all applicable Federal, State and local laws, rules and regulations governing the use of the Leased Premises.

17. QUIET ENJOYMENT. The City covenants and agrees, so long as the Corporation and KUSD shall duly and punctually perform and observe all the terms and conditions of this Lease , that the Corporation and KUSD shall peaceably and quietly have, hold and enjoy the Leased Premises subject to the right of the City to inspect or repair the Leased Premises.

18. NONWAIVER OF RIGHTS. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default.

19. SURRENDER. Unless otherwise provided in this Lease, the Corporation and KUSD shall remove all personal property and surrender possession of the Leased Premises to the City within three hundred sixty-five (365) days from the date of termination of this Lease.

20. INTEGRATION. This document is fully integrated, embodying the entire agreement between the parties.

21. SANITATION. The Corporation will provide adequate and appropriate containers for the temporary storage of trash and garbage in accordance with the requirements of the City Department of Public Works. The City will pick up trash and garbage in the course of its normal schedule for such operations. The Corporation shall not permit any unattractive and unsanitary accumulation of trash, debris or litter on the Leased Premises. Piling of boxes, cartons, drums or other similar items in an unsightly or unsafe manner on or about the Leased Premises is strictly prohibited.

22. BENEFITS. The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

23. CITY CODES. The Corporation and KUSD at their expense are responsible for bringing the Leased Premises into compliance with the Building, Fire and Health Codes and keeping and maintaining the Leased Premises in compliance therewith during the term of this Lease.

24. SNOW REMOVAL. The City is responsible for snow and ice removal upon the Leased Premises and will do so as soon as practicable after a snowfall or after drifting of snow. Snow and ice removal shall be done in a good workmanlike manner as will make the Leased Premises as safe as the nature of the Leased Premises would reasonably permit.

25. TERMINATION. The City shall, upon breach or default by the Corporation or KUSD with respect to any of the provisions of this Lease, provide the Corporation and KUSD with written notice thereof and the Corporation and KUSD shall then have thirty (30) days to either correct the breach or default or commence corrective action if the breach or default cannot be remedied within said time. If the breach or default cannot be remedied within thirty (30) days, the Corporation and KUSD shall have a reasonable time to do so. If after the above described specified days or a reasonable time, whichever is longer, the Corporation and KUSD have not remedied the breach or default, then the City shall be required to provide the Corporation and KUSD with a second written notice stating its intent to terminate this Lease. Following the service of the said second notice, the Common Council shall, in open session, and after giving the Corporation and KUSD an opportunity to be heard, determine whether or not this Lease shall be terminated. Nothing herein shall be construed to require that a full, due process, evidentiary hearing be held prior to the termination of this Lease. Should the Common Council terminate this Lease, the termination shall be effective thirty (30) days after such action is taken, unless the Leased Premises are abandoned or in danger of damage or destruction, in which event termination shall be forthwith or as otherwise provided by the Common Council.

Nothing herein shall prejudice any other legal or equitable remedies which the City may have against the Corporation or KUSD, including the right to money damages.

26. NONDISCRIMINATION. The Corporation and KUSD may not, in their use of the Leased Premises, discriminate against any person contrary Federal, State or Local laws, regulations or rules now or hereinafter in effect.

27. SEVERABILITY. This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition or provision of this Lease so long as such deletion does not materially prejudice the City, the Corporation or KUSD in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

28. NOTICE. Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the Corporation, KUSD or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Corporation:

Kenosha Senior Citizens Council, Inc.
2717 67th Street
Kenosha, Wisconsin 53143

If to KUSD:

Kenosha Unified School District
Attn: Patrick M. Finnemore
Director of Facilities
3600 52nd Street
Kenosha, Wisconsin 53144

If to City:

City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Director of Public Works
City of Kenosha Municipal Building
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

Office of the City Attorney
City of Kenosha Municipal Building
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

29. AUTHORITY. The City enters into this Lease by authorization of action taken by the Common Council on the ____ day of _____, 2017.

The Corporation and KUSD represent to the City that all acts which are a condition precedent entering into this Lease on behalf of the Kenosha Senior Citizens Council, Inc. and Kenosha Unified School District have timely taken place.

Signature pages follow

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

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
DEBRA L. SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2017, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

KENOSHA SENIOR CITIZENS
COUNCIL, INC.,
A Wisconsin Non-Stock Corporation

BY: _____
_____, President

Date: _____

BY: _____
_____, Secretary

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2017, _____,
President, and _____, Secretary, of the Kenosha Senior Citizens Council, Inc., a
Wisconsin non-stock corporation, to me known to be the persons who executing the foregoing
instrument, and acknowledged that they executed the foregoing instrument as such officers as the
agreement of said corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

KENOSHA UNIFIED SCHOOL DISTRICT
A Wisconsin Common School District

By: _____
TAMARRA COLEMAN
President, Board of Education

Date: _____

By: _____
PATRICK FINNEMORE
Director of Facilities

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2017, Tamarra Coleman, President of the Board of Education and Patrick Finnemore, Director of Facilities for the Kenosha Unified School District, a Wisconsin Common School District, to me known to be such President and Director of Facilities of said common school district, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said common school district by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:

JONATHAN A. MULLIGAN
Assistant City Attorney
Office of the City Attorney
625 52nd Street, RM 201
Kenosha, Wisconsin 53140
Phone: 262-653-4170
Fax: 262-925-5933
jmulligan@kenosha.org

EXHIBIT A

Parcel No. 9630, Volume 695, Page 679, Document No. 472601 Lot one (1), two (2) and three (3) of E.H. Smith's Subdivision, of two and 04/100 (2.04) acres in the southeast quarter of section one (1), town one (1) north, of range twenty-two (22) east of the fourth principal meridian, and lying and being in the City of Kenosha, in the County of Kenosha, and State of Wisconsin.

Parcel No. 9926-1, Volume No. 753, Page 461, Document No. 495053 a strip of land one hundred (100) feet in width, being fifty (50) feet in width on each side of the center line of the right-of-way of the Chicago and Milwaukee Electric Railroad Company (later the Chicago North Shore and Milwaukee Railroad Company, and then the Chicago and Northwestern Railway Company), as originally located and established, bounded on the north by the south line of 67th Street and bounded on the south by a line drawn parallel with and distance one hundred and seventy-four and 56/100 (174.56) feet southerly, as measured along the centerline of 28th Avenue, from said south line of 67th Street containing four tenths (.40) acres more or less, and lying and being in the City of Kenosha, in the County of Kenosha, and State of Wisconsin.

Part of the southeast quarter of section 1, in town 1 north, range 22 east of the fourth principal meridian, more particularly described as follows:

Commencing at the point of intersection of the south line of 67th Street with the west line of 27th Avenue; thence south along and upon said west line of 27th Avenue 87 feet; thence west and parallel with the south line of 67th Street to the east line of the right-of-way of the Chicago, North Shore & Milwaukee Railroad Company; thence northerly along and upon said east line of said right-of-way to the south line of 67th Street; thence east along and upon the south line of 67th Street to the place of beginning, lying and being in the City of Kenosha, in the County of Kenosha and State of Wisconsin.


City of Kenosha

General Location Map



 Leased Premises



0 100

Feet

KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin

April 24, 2017

POLICY 6423—TALENT DEVELOPMENT PROGRAM

Background

The September 2013 Curriculum Audit conducted by Phi Delta Kappa International stated that administration should “Provide draft policy language that offers clarity of expectations where needed to meet audit criteria” (page 322). In response to this finding, Policy 6423—Talent Development Program, which was last updated on January 29, 2002, was revised.

The revisions to the policy focus on the administrative recommendation in the September 2013 Curriculum Audit of Kenosha Unified School District as follows:

Revise board Policy 6423 to require ongoing review of district equity data for developing procedures for fast tracking students who lack sufficient skills for courses such as AP, Honors, etc. (page 321).

Policy 6423—Talent Development Program—(Appendix A) was revised to reflect this recommendation as well as current best practices from the field of gifted and talented education. More specifically, Kenosha Unified School District’s updated Talent Development Program Plan is based on research findings of exemplar gifted and talented programs and best practices in gifted education. The plan is built on the Wisconsin Response to Intervention (RTI) framework service model that embeds gifted services into what is occurring throughout the school or district, and it requires administration and teachers to consider the needs of gifted students when planning. Using standardized screeners that are free from cultural and linguistic bias, students may be identified for gifted services in the following areas: general intellect, specific academic, visual arts, performing arts, leadership, and creative thinking.

The policy is aligned with the Wisconsin Administrative Rule P18.01(2) (t).2 requirements as outlined in the chart below.

CORRELATION BETWEEN WI ADMINISTRATIVE RULE P18.01 (2) (t).2 REQUIREMENTS AND UPDATED POLICY LANGUAGE	
Requirement	Updated Policy Language
A plan	The designated person shall be responsible for implementing the Talent Development Program. The Talent Development Program shall include the following: (List of components follows this statement.)
A person to coordinate	The superintendent or designee shall designate a person with a background and training in gifted education to

Requirement	Updated Policy Language
	oversee systematic identification, programming, and monitoring for gifted and talented students and students needing enrichment interventions. The designated person shall be responsible for implementing the Talent Development Program.
<p>Identification in any of the five areas:</p> <ol style="list-style-type: none"> 1. General intellect, 2. Specific academic, 3. Creative thinking, 4. Visual/performing arts, and 5. Leadership. 	<p>Identification is a systematic and continuous process for identifying gifted and talented learners.</p> <p>Multiple appropriate measures will be used to determine a student's aptitude and achievement in the academic domains or competence in leadership, creative thinking, visual art, and performing art. These measures include standardized tests, rating scales, portfolio assessments, observational tools, and local norms on aptitude and achievement tests. Identification shall be timely and individually documented within the district's electronic student records system.</p>
Use of multiple criteria for identification of students	Multiple appropriate measures for determining a student's aptitude and achievement in the academic domains or competence in the leadership, creative thinking, visual art, and performing art, including standardized tests, rating scales, portfolio assessments, observational tools, and local norms on aptitude and achievement tests
Access without charge for tuition to programs 118.35 (3) and 121.02 (1) (t)	The district recognizes the need to create and maintain a culturally responsive system for identifying, monitoring, and serving gifted and talented students.
Appropriate programs	<p>The district is committed to providing a strong instructional program that results in growth for all students, including gifted and talented.</p> <p>Classroom-based, school-based, and/or district-wide interventions will include best practices for educating gifted and talented students. Specific intervention(s) received by students needing intensive enrichment shall be individually documented within the district's electronic student records system.</p>
Parental participation in program planning	<p>Family engagement—Parent education and outreach regarding gifted and talented students will be available to parents/guardians.</p> <p>Prior to implementing a gifted and talented education plan, a parent/guardian shall be provided with a written explanation of the intensive enrichment intervention and be given the opportunity to refuse the support.</p>

The Talent Development Program Plan outlines a multilevel system of support. The needs of most students are addressed by the classroom teacher through curriculum extensions and curriculum compacting. When testing indicates that a student should receive intense enrichment services, a differentiated education plan is written; and this plan will recommend either subject acceleration, grade level acceleration, or a talent development program.

Identification of Students for the Elementary Gifted and Talented Program

On May 27, 1997, the U.S. Department of Education, Office for Civil Rights (OCR) received a complaint filed against Kenosha Unified School District. One component of this complaint was that minority students were underrepresented in gifted and talented programs. In response on November 11, 1997, the school board passed a resolution to identify the top 10 percent of the student population by gender and ethnic group for the second through fifth grade Magnet Program. The following motion has defined the current identification process for the elementary magnet program:

“ . . . in addition to the current Talent Development Program, consistent with the existing policies and fiscal responsibility, the district shall create classrooms through the eighth grade level which meet the needs of the top 10 percent of the student population by gender and ethnic groups as identified by widely recognized intelligent measures . . . ” (Appendix B). This motion was seconded and passed.

The assessments utilized for identification (i.e., the Naglieri Nonverbal Ability Test 3 [NNAT3] and the Cognitive Abilities Test [CogAT-7]) were selected because they are free from cultural and linguistic bias. Legal counsel has affirmed that the selection and use of nonbiased screening tools ensures that the district is appropriately identifying students who meet the criteria for participation in the elementary gifted and talented program.

Recommendation

Administration recommends that the board of education approve the revised Kenosha Unified School District Policy 6423—Talent Development Program as a first reading on April 24, 2017, and as a second reading on May 23, 2017.

Administration also recommends that the board of education eliminate the requirement that the district create classrooms through the eighth grade level which meet the needs of the top 10 percent of the student population by gender and ethnic groups as identified by widely recognized intelligent measures as previously set out in the November 11, 1997, motion.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Ms. Julie Housaman
Chief Academic Officer

Ms. Patricia Clements
Coordinator of Talent Development

POLICY 6423

TALENT DEVELOPMENT PROGRAM

The District is committed to providing the best possible education for every student, in every classroom, in the District a strong instructional program that results in growth for all students, including gifted and talented students. The District believes that students identified as gifted and talented learners should embody and include the diverse populations of our school communities including twice-exceptional learners, English language learners, and students from other groups historically underrepresented in the District's programs for gifted and talented students. The District recognizes that each student has needs based upon his/her own uniqueness of character, ability and circumstance and that each student has his/her own special talent the need to create and maintain a culturally responsive system for identifying, monitoring and serving gifted and talented students. It is the District's responsibility to provide all students with appropriate educational experiences to meet their needs and to help all students develop their talent or talents to its their fullest potential.

All schools shall appropriately identify and serve all gifted and talented students using the identification, monitoring, and intervention systems described in the Talent Development Program Guide.

A comprehensive talent development program exists in the District to address the special needs of gifted and talented students in grades K-12. The program is designed with the following broad goals in mind:

- To identify the gifts and talents of diverse learners and provide opportunities through which student gifts and talents may continue to emerge and develop.
- To assist all gifted and talented students, including those currently functioning as underachievers or non-productive students, in achieving their full potential.
- To provide a differentiated curriculum for gifted and talented students that, while based on the regular curriculum, enriches topics studies, focuses on higher level through processes and provides opportunities for risk taking and decision making.
- To provide greater awareness of strengths and needs of gifted and talented students.
- To involve students, parents, and staff in program planning and evaluation.
- To encourage and support staff development activities.
- To provide for the on going coordination and monitoring of program activities and services on a K-12 basis.
- To provide for regular program evaluation and improvement.
- To meet the requirements of state laws and regulations.

LEGAL REF.: Wisconsin Statutes

Sections 118.13 [~~Student~~ **Pupil** discrimination prohibited]118.35 [~~Programs for~~ **G**ifted and talented programs **pupils**]120.13 [~~School B~~oard powers to do all things reasonable for the cause of education]121.02(1)(t) [~~Provide access to an appropriate program for pupils~~ **G**ifted and or talented. instruction standard]

Wisconsin Administrative Code

PI 8.01(2)(t) [~~Rules implementing~~ **g**Gifted and talented instruction standard **pupils**]

CROSS REF.: 2740, Shared Decision Making

4370, Staff Development Opportunities **Professional Learning**

Directions	5110, Equal Educational Opportunities/ Discrimination Complaint
	6100, District Vision
	6110, Instructional Program Mission, and Beliefs Vision, Core Values, and Strategic
	6300, Curriculum Development and Improvement
	K-12 Talent Development Program Plan Guide

~~ADMINISTRATIVE REGULATIONS: 6423A, Grades K-5 Enrichment Elementary Resource Support~~

AFFIRMED: October 13, 1998

REVISED: January 29, 2002
May 23, 2017

RULE 6423
TALENT DEVELOPMENT PROGRAM

Services are provided to the students in the following manner:

~~K-5: Regular Classroom~~

~~Upon request:~~

- ~~• Support is provided to all classroom teachers by the Talent Development Teacher Consultant, K-5~~
- ~~• Resources and support is available to all teachers to accommodate the strengths and needs of identified students who have chosen to remain in the home school.~~
- ~~• Support is available to all teachers to accommodate the emerging and/or developing talents of any student.~~

~~2-5 Magnet Program~~

- ~~• Magnet program classrooms exist in two geographic locations in the District.~~
- ~~• The identification process for the Magnet Program uses multiple criteria to capture a diverse population of learners who exhibit strengths in the following areas defined by Wisconsin Standards: academic, cognitive, leadership, creativity, fine arts.~~
- ~~• Staff members are made aware of the Magnet Program and their responsibilities associated with the program and provide appropriate staff development opportunities.~~
- ~~• Parents/guardians are informed about the Magnet Program and involved in the decision making process.~~
- ~~• Student placement is contingent on class size, available space, and parent/guardian approval.~~
- ~~• Transportation is provided for all students entering the magnet program with the exception of those living within the boundaries of the magnet sites.~~

~~6-8 Middle School Talent Development Program~~

- ~~• Multiple criteria are used to identify a diverse population of students for placement in advanced level classrooms or for differentiated learning experiences in any classroom. Identification criteria include the following: ITBS scores, GPA, parent nomination, and teacher recommendation. Students who are ready for accelerated mathematics experiences or who exhibit high ability in reading comprehension are listed for academic challenge. Other talent areas such as creativity, leadership, performing arts (music and art) and physical education are shared with receiving staff. Every attempt will be made to place all identified students whose parents approve of the placement in an accelerated group.~~
- ~~• A Differentiated Education Plan (DEP) is created for students whose strengths and needs require more challenge than can be provided through the program opportunities available in the classroom. The DEP is implemented with the support of the Learning Specialist and the Talent Development Consultant, 6-12.~~

~~6-8 General Population in All Houses: Schoolwide Enrichment~~

- ~~• At each middle school a Core Enrichment period is provided which allows students to explore subjects and/or areas of interest in greater depth, either independently or as part of a group.~~
- ~~• Differentiation of curriculum and instruction is based upon students' strengths and needs and is an important part of staff development and lesson design at the middle level.~~
- ~~• The ongoing identification and development of students' talents is also provided outside the academic core. Exploratory and elective classes provide opportunities for talent development.~~

~~9-12 High School~~

- ~~• Honors courses, AP courses, the Youth Option Program, and the Honors Option all provide an opportunity for high challenge to those students whose strengths and needs may be better served in program opportunities outside the regular classroom.~~
- ~~• Students in the regular classrooms may also be served through differentiated instruction designed around their strengths and needs. These learning experiences focus on greater depth and breadth, accelerated pace and increased student choice.~~
- ~~• No formal identification is conducted to determine eligibility since participation is based upon student selection. Teachers, counselors, and the Talent Development Teacher Consultant (6-12) support students and parents as they make decisions about appropriate course and/or program selection.~~

Talent Development Program

- The superintendent or designee shall designate a person, with a background and training in gifted education, to oversee systematic identification, programming, and monitoring for gifted and talented students and students needing enrichment interventions. The designated person shall be responsible for implementing the Talent Development Program.
- The Talent Development Program shall include the following:
 - Identification—Identification is a systematic and continuous process for identifying gifted and talented learners.

Multiple appropriate measures for determining a student's aptitude and achievement in the academic domains or competence in the leadership, creative thinking, visual arts, and performing art domains, including standardized tests, rating scales, portfolio assessments, observational tools, and local norms on aptitude and achievement tests. Identification shall be timely and individually documented within the District's electronic student records system.

- Intervention—A multitiered system of supports that provide enrichment interventions to students in kindergarten through twelfth grade who are performing at grade level or above shall be available for students needing enrichment interventions.

Classroom-based, school-based, and/or District-wide interventions will include best practices for educating gifted and talented students. Specific intervention(s) received by students needing intensive enrichment shall be individually documented within the District's electronic student records system.

- Family engagement—Parent education and outreach regarding gifted and talented students will be available to parents/guardians.
 - Prior to implementing a gifted and talented education plan, a parent/guardian shall be given the opportunity to refuse the support.

- **Professional development**—Professional development shall be, to the extent possible, ongoing and job embedded and shall focus on developing staff capacity to recognize, nurture, and support the needs of gifted and talented students.
- **Accountability**—In order to ensure that each student has access to a continuous system of interventions, each school within the District shall provide effective implementation of the Talent Development Program.
 - Using the District’s student records system, schools shall maintain student-level information for a student having a gifted and talented education plan.
 - Gifted and talented learners shall be explicitly identified as a demographic group for purposes of reporting and analyzing student data for data presentations to the Board and for purposes of developing school-wide achievement plans.
 - The Talent Development Program shall be reviewed annually, and the findings and any changes shall be presented to the Board for approval.

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

March 9, 1999

DISCUSSION/ACTION - PROPOSED AGREEMENT BETWEEN
KUSD AND U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS

On May 27, 1997, the U.S. Department of Education, Office for Civil Rights (OCR) received a complaint filed against the Kenosha Unified School District No. 1 (District). As a recipient of Federal financial assistance from the U.S. Department of Education, the District is subject to the provisions of Title VI, which prohibits discrimination based on race. Accordingly, OCR has jurisdiction over this complaint. The complainant has made the following allegations of discrimination based on race:

1. Minority students are over-represented in special education programs; some students as young as 6 years of age are being fast-tracked into special education programs.
2. Minorities are under-represented in the following programs: honors, advanced placement, gifted and talented, honor society and music.
3. Activity groups receive unequal treatment; every student choral group had a budget except the Bradford High School Voices of Color, which is primarily composed of black students.
4. Minority students are inappropriately restrained as a method of discipline at Lincoln Elementary School.

Representatives from the Office of Civil Rights in Chicago conducted an investigation on the complaints and dismissed all but one complaint. They found that minorities were under-represented in Advanced Placement and gifted and talented classes.

A follow up meeting was scheduled on Tuesday, January 12, 1999. The attached agreement between the School District and the U.S. Department of Education, Office of Civil Rights (OCR) was reviewed.

Listed below is a chronology of action relative to this issue:

August 26, 1997 Regular Board of Education Meeting

Mrs. Stella-Bartholomew moved that in addition to the current Talent Development Program, consistent with existing policies and fiscal responsibility, the District shall create classrooms which meet the needs of the top 10% of the student population by gender and ethnic groups as identified by widely recognized multiple intelligence measures. Efforts shall be made for the greatest diversity possible within each classroom. Each classroom shall be limited in size consistent with the school district's adopted staffing ratios. Efforts shall be made to place these classrooms in at least two additional schools. Transportation shall be provided for those living over two miles from a designated school. Mr. Torres seconded the motion. Unanimously approved.

November 11, 1997 Regular Board of Education Meeting

Mrs. Stella-Bartholomew moved that in addition to the current Talent Development Program, consistent with existing policies and fiscal responsibility, the District shall create classrooms through the 8th grade level which meet the needs of the top 10% of the student population by gender and ethnic groups as identified by widely recognized multiple intelligence measures. Efforts shall be made for the greatest diversity possible within each classroom. Each classroom shall be limited in size consistent with the school district's adopted staffing ratios. Mr. Bechler seconded the motion. Unanimously approved.

February 5, 1998 Special Board of Education Meeting

The final report of the Middle Level Reorganization Task Force was presented and Mr. Bechler moved to endorse the selection of Program Delivery Option No. 3 for Advanced Learners with a sunset provision at the end of the second year and to direct Administration to create appropriate policies at a later date. Mr. Johnston seconded the motion. Motion carried. (Mr. Robinson dissenting).

April 21, 1998 Special Board of Education Meeting

Mr. Twomey advised Board members that he would contact the District's policy consultant regarding the development of policies and rules which would codify the District's existing K-5 Enrichment Program.

June 9, 1998 Regular Board of Education Meeting

Proposed Policies 6451 - Talent Development Program and 6423.1 - Enrichment Magnet Program drafted by WASB policy consultant were presented. Mr. Twomey moved to concur with the recommendation of Administration (that this be the first reading of policies 6451 and 6423.1 and that they be conceptually approved pursuant to review by the Curriculum and Program Committee and brought back to the Board for a second reading) with the report to be brought back by the August regular meeting. Unanimously approved.

July 29, 1998 Curriculum/Program Standing Committee Meeting

The committee reviewed the Talent Development Program policies. After lengthy discussion, Ms. Riley moved that this item be deferred for further study based on the time frame of one month to school starting, not contacting the sites, not having a clear understanding about who's ready and who's not, and not having a clear consensus by the committee on just where to go with this. Mr. Harold seconded the motion. Unanimously approved.

August 20, 1998 Curriculum/Program Standing Committee Meeting

Ms. Riley moved that the first recommendation to the Board be amended to say that Administration form a subcommittee to research the Talent Development Program Policies and bring the information back to the Board in February 1999. Unanimously approved. It was also agreed that the subcommittee would report back to the Curriculum/Program Standing Committee on a monthly basis and submit its final recommendation to the Committee in January 1999.

September 8, 1998 Regular Board of Education Meeting

Ms. Riley moved to direct Administration to develop a policy that will outline what is the current practice in the District with respect to the Talent Development and Enrichment Magnet Programs (K through 12) and place that on the agenda for the next Curriculum/Program Committee for their revision, if necessary, and referral back to the Board for their approval of the policies; and to direct the committee to form a subcommittee to research the Talent Development Program and policies and

report back to the Board in February, 1999 with recommendations. Mr. Bechler seconded the motion. Unanimously approved.

September 17, 1998 Curriculum/Program Standing Committee Meeting

Ms. Riley moved that the Committee recommend to the Board that it adopt Policy 6423 - Talent Development Program and bring it back for review no later than July 1999. Unanimously approved.

October 13, 1998 Regular Board of Education Meeting

During discussion regarding Proposed Policy 6423, Administration was directed to have Rule 6423 indicate that the District will cover the cost of AP exams for all District students. Ms. Stella-Bartholomew moved to concur with the recommendations of the Committee. Mr. Olson seconded the motion. Unanimously approved.

October 15, November 19, and December 17, 1998 Curriculum/Program Standing Committee

Continued discussion regarding Talent Development Program Policies.

January 25, 1999 Curriculum/Program Standing Committee

The Talent Development Subcommittee presented an update including a timeline which indicated a Board report would be presented to the Curriculum/Program Committee in June 1999 and to the Board of Education in July 1999.

Board members have been provided with action plans to meet the requirements outlined in the resolution agreement.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the attached resolution agreement be approved and that the Board President be authorized to sign the agreement.

Michael L. Johnson
Superintendent of Schools



April 24, 2017

DONATIONS TO THE DISTRICT

The District has received the following donations:

1. Bio Fab Technologies, Inc, donated \$1,000 to LakeView Technology Academy Supermileage Vehicle Club.
2. Linda Benaszkeski donated \$300 to Roosevelt Elementary School and \$300 to Bradford High School Social Studies on behalf of the late Agnes Benaszkeski.
3. Anaya's Auto Repair, Inc. donated \$200 to the LakeView Technology Academy Supermileage Vehicle Club.
4. Pulera Collison, Inc. donated \$100 to the LakeView Technology Academy Supermileage Vehicle Club.

Administrative Recommendation

Administration requests the Board of Education approve acceptance of the above listed gift(s), grant(s) or bequest(s) as per Board Policy 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

April 24, 2017

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

April

- April 11, 2017 – Standing Committee Meetings - Cancelled
- April 14-23, 2017 – Spring Recess
- April 24, 2017 – Organizational & Regular Board of Education Meetings – 6:30 & 7:00 P.M. in ESC Boardroom

May

- May 9, 2017 – Standing Committee Meetings
- May 23, 2017 - Regular Board of Education Meeting – 7:00 P.M. in ESC Boardroom
- May 26, 2017 – Half Day for Students and Instructional Staff
- May 29, 2017 – Memorial Day – Schools and Departments Closed

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